RESOLUTION NO. ______

A RESOLUTION TO AUTHORIZE RENEWAL OF AN INTERLOCAL AGREEMENT FOR AMBULANCE SERVICE BETWEEN THE CITY OF LITTLE ROCK, ARKANSAS, AND FAULKNER COUNTY, 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 FAULKNER COUNTY, ARKANSAS; TO FORMALLY RATIFY ALL ACTIONS TAKEN SINCE THE INTERLOCAL AGREEMENT WAS EXECUTED BY FAULKNER COUNTY; 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, pursuant to Little Rock, Ark., Resolution No. 11,700 (March 2, 2004) ("LRR No. ___") the City of Little Rock and Faulkner County entered into an Interlocal Agreement for the provision of such services; and,

WHEREAS, this agreement has been renewed pursuant to LRR No. 12,796 (December 2, 2008), 1997), LRR No. 13,350 (August 2, 2011), LRR No. 13,617 (December 18, 2012), and LRR No. 13.380 (January 21, 2014); and,

WHEREAS, this Agreement has been periodically renewed and it is now necessary to have a formal resolution for renewal; 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 Faulkner County 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:

[Page 1 of 4]
Section 1. The Board hereby authorizes the Mayor to enter into a five (5)-year Interlocal Agreement with Faulkner County, Arkansas, to grant MEMS an exclusive franchise to provide Emergency and Non-Emergency Ambulance Services to Faulkner County starting on November 1, 2016, and to ratify and all actions by MEMS and Faulkner County 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:

_________________________________
Thomas M. Carpenter, City Attorney

//
//
//
//
//
//

[Page 2 of 4]
EXHIBIT A

METROPOLITAN EMERGENCY MEDICAL SERVICES
EXTENSION OF INTERLOCAL AGREEMENT
FAULKNER COUNTY, ARKANSAS

This Agreement is made and entered into as of the _____ day of October, 2016, by and between the City of Little Rock, Arkansas and Faulkner County, Arkansas.

WITNESSETH

WHEREAS, the existing interlocal agreement between the City of Little Rock and Faulkner County for all ambulance services expired on July 31, 2014, but has been extended on a month-to-month basis since that date, as provided for in said interlocal agreement; and

WHEREAS, the governing bodies of Little Rock and Faulkner County have agreed to a five (5) year extension of the agreement, from November 1, 2016 through October 31, 2021.

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

1. TERM. The term of this Agreement shall extend from November 1, 2016, for a period of five (5) years, through October 31, 2021, subject to the continuing right of Little Rock and Faulkner County to modify, renew or extend the term by mutual agreement. Either party may terminate the agreement by giving ninety (90) days written notice.

2. EXCLUSIVE FRANCHISE. Faulkner County shall authorize by resolution a five (5) year extension of MEMS’ exclusive franchise to provide emergency medical services to the citizens of Faulkner County, as now existing or as modified during the term of this Agreement.

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

The current interlocal agreement, dated October 6, 2009, is adopted and incorporated by reference herein, and sets forth the additional terms of this agreement.

4. APPROVALS. This Agreement shall not be effective until such time as it has received all approvals as required by Ark. Code Ann. §§ 25-20-102, et seq.

Executed this ____ day of October, 2016.

ATTEST:          CITY OF LITTLE ROCK, ARKANSAS

_____________________________   By: ________________________________
Susan Langley, City Clerk                 Mark Stodola, Mayor

[Page 3 of 4]
ATTEST: FAULKNER COUNTY, ARKANSAS

_____________________________   By: ________________________________
Margaret Darter, County Clerk          Jim Baker, County Judge

This agreement acknowledged this _____day of ____________, 2016.

LITTLE ROCK AMBULANCE AUTHORITY

By: ________________________________
Scott Gordon, Chairman