RESOLUTION NO. ______

A RESOLUTION TO AUTHORIZE RENEWAL OF AN INTERLOCAL AGREEMENT FOR AMBULANCE SERVICE BETWEEN THE CITY OF LITTLE ROCK, ARKANSAS, AND GRANT 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 GRANT COUNTY, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, the Little Rock Ambulance Authority (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. 9,249 (October 4, 1994) (“LRR No. ___”) the City of Little Rock and Grant County entered into an Interlocal Agreement for the provision of such services; and,

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

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

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

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

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

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

Section 4. 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 5. 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 6. 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
EXHIBIT A

METROPOLITAN EMERGENCY MEDICAL SERVICE - GRANT

COUNTY INTERLOCAL AGREEMENT

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

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

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

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

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

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

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

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

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

1. **TERM AND SUBSIDY.** The term of this Agreement shall extend from January 1, 2017 through December 31, 2019. Either party may terminate the agreement at the end of the term by giving 30 days prior written notice. Grant County shall pay a monthly subsidy to MEMS to defray the cost of ambulance service to the County, at the annual rate of ninety-five two hundred fifty-four dollars ($95,254) in 2017. Grant County shall pay a subsidy to MEMS in 2018 in an amount to be determined.
2. **JOINT COMMISSION BOARD.** Little Rock and Grant County agree that the Grant County Judge shall appoint one (1) person as a representative of Grant County to serve with members from other governmental entities on the existing Joint Emergency Medical Services Commission (the “JEMSC”).

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

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

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

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

7. **PURPOSE.** The purpose of this Agreement is to establish and provide for the citizens of Grant County a regulated advanced life support ambulance service system that can provide each ambulance patient in Grant County with the best possible chance of survival without disability or preventable complication.
8. **OPERATIONS IN GRANT COUNTY.** The Authority shall provide service to the citizens of Grant County as outlined their response to the bid and as found in Little Rock City Ordinance Nos. 14,511, 14574, and 17,255, as amended, except as subsequently provided:

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

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

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

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

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

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

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

14. **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.

**EXECUTED** this ________ day of September, 2016.

**ATTEST:**

____________________________  _________________________________
Susan Langley, City Clerk       Mark Stodola, Mayor
ATTEST: GRANT COUNTY, ARKANSAS

________________________________    _________________________________
Carol Ewing, County Clerk                  Denice Nall, County Judge

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

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

By: ________________________________
Scott Gordon, Chairman

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