

1 **Section 1.** The Board hereby authorizes the Mayor to enter into a five (5)-year Interlocal Agreement
2 with Faulkner County, Arkansas, to grant MEMS an exclusive franchise to provide Emergency and Non-
3 Emergency Ambulance Services to Faulkner County starting on November 1, 2016, and to ratify and all
4 actions by MEMS and Faulkner County that have taken place prior to the effective date of this resolution.

5 **Section 2.** The City endorses and agrees to all other conditions set forth in attached Exhibit A to this
6 resolution.

7 **Section 3.** For purposes of this resolution and the attached agreement, the term “ambulance services”
8 shall include the transportation and care provided the critical ill or injured prior to arrival at a medical
9 facility and within a medical facility subject to the individual approval of the medical staff and governing
10 board of the facility, and further the transport to or from medical facilities including but not limited to
11 hospitals, nursing homes, physician’s offices, hospice facilities, and other health care facilities, of persons
12 who are inform or injured and who are transported in a reclining position or who are ill but considered to
13 be non-emergency in status and who request ambulance transportation.

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

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20 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

21 **ADOPTED: January 17, 2017**

22 **ATTEST:**

APPROVED:

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24 _____
25 **Susan Langley, City Clerk**

26 **APPROVED AS TO LEGAL FORM:**

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29 **Thomas M. Carpenter, City Attorney**

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1 **EXHIBIT A**

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3 **METROPOLITAN EMERGENCY MEDICAL SERVICES**
4 **EXTENSION OF INTERLOCAL AGREEMENT**
5 **FAULKNER COUNTY, ARKANSAS**
6

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

9 **WITNESSETH**

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

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

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

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

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

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

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

28 4. **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, *et seq.*

30 Executed this ____ day of October, 2016.

31 **ATTEST:**

CITY OF LITTLE ROCK, ARKANSAS

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33 _____
34 **Susan Langley, City Clerk**

By: _____
Mark Stodola, Mayor

