

1 resolution which shall remain in full force and 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4 provision of this resolution are hereby repealed to the extent of such conflict.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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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.**
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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. TERM. 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:

1 5. OPERATIONS IN PULASKI COUNTY. The Authority shall provide service to the
2 citizens of the unincorporated areas of Pulaski County as outlined in Little Rock City
3 Ordinances Nos. 14,511 and 14,574 except as subsequently provided:

4 a) From the effective date of this Agreement until termination, the Authority
5 shall provide sixteen (16)-minute response times to at least 80% of all Code 1 - life
6 threatening emergencies within the unincorporated areas of Pulaski County. The
7 Authority shall submit to Pulaski County periodic response time reports to reflect that
8 it is in compliance with this requirement.

9 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 all
30 approvals as required by law.

31 Executed this ____ day of August, 2020.

32 **ATTEST:**

CITY OF LITTLE ROCK, ARKANSAS

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

34 _____
35 **Frank Scott, Jr., Mayor**

1 **ATTEST:**

PULASKI COUNTY, ARKANSAS

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4 Terri Hollingsworth, County Clerk

Barry Hyde, County Judge

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6 This agreement acknowledged this

7 ____ day of _____, 2020.

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9 **LITTLE ROCK AMBULANCE AUTHORITY**

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11 Jennifer Pierce, Chair

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