

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

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

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

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16 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

17 **ADOPTED: January 17, 2017**

18 **ATTEST:**

APPROVED:

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20 _____
21 **Susan Langley, City Clerk**

Mark Stodola, Mayor

22 **APPROVED AS TO LEGAL FORM:**

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24 _____
25 **Thomas M. Carpenter, City Attorney**

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1 **EXHIBIT A**
2 **METROPOLITAN EMERGENCY MEDICAL SERVICES**
3 **EXTENSION OF INTERLOCAL AGREEMENT**
4 **BETWEEN THE CITIES OF LITTLE ROCK AND CONWAY**
5
6

7 This Agreement is made and entered into as of the ____ day of November, 2016, by and between the
8 cities of Little Rock, Arkansas ("Little Rock") and Conway, Arkansas ("Conway"), cities of the first class.

9 **WITNESSETH:**

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

12 **WHEREAS**, the governing bodies of Little Rock and Conway have agreed to a five (5) year extension
13 of the agreement from _____, 2014 to November ____, 2019.

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

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

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

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

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

28 Executed this ____ day of November, 2016.

29 **ATTEST:** **CITY OF LITTLE ROCK, ARKANSAS**

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31 _____
32 **Susan Langley, City Clerk**
33

31 **By:** _____
32 **Mark Stodola, Mayor**
33

1 **ATTEST:**

CITY OF CONWAY, ARKANSAS

2

3 _____

By: _____

4 **Michael Garrett, City Clerk**

Tab Townsell, Mayor

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7 This Agreement acknowledged this ____ day of _____, 2016.

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9 **LITTLE ROCK AMBULANCE AUTHORITY**

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11 **By:** _____

12 **Scott Gordon, Chairman**

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