1   **RESOLUTION NO. _____**

2

3   **A RESOLUTION TO AUTHORIZE A THREE (3)-YEAR EXTENSION OF**

4   **THE INTERLOCAL AGREEMENT FOR AMBULANCE SERVICE**

5   **BETWEEN THE CITY OF LITTLE ROCK, ARKANSAS, AND THE CITY OF**

6   **CABOT, ARKANSAS, WHICH GRANTS THE LITTLE ROCK AMBULANCE**

7   **AUTHORITY, D/B/A METROPOLITAN EMERGENCY MEDICAL**

8   **SERVICES ("MEMS") AN EXCLUSIVE FRANCHISE TO PROVIDE**

9   **AMBULANCE SERVICES TO THE CITY OF CABOT, ARKANSAS; AND**

10   **FOR OTHER PURPOSES.**

11

12   **WHEREAS,** in 2004, the Little Rock Ambulance Authority, d/b/a Metropolitan Emergency Medical

13   Services ("MEMS") has operated pursuant to an Exclusive Franchise to provide all Ambulance Services

14   (emergency and non-emergency) to the City of Cabot per an Interlocal Agreement between the City of

15   Little Rock, Arkansas, and the City of Cabot since 2005; and,

16   **WHEREAS,** the Cities of Little Rock and Cabot wish to extend said Interlocal Agreement to continue

17   such Exclusive Franchise for Ambulance Services to the City of Cabot; and,

18   **WHEREAS,** MEMS has represented to this Board that it has the capability and resources to provide

19   such service without increasing expenses or rates for Little Rock citizens; and,

20   **WHEREAS,** this Board believes that it is beneficial to continue to have MEMS provide Ambulance

21   Services to the City of Cabot and thereby promote the health and welfare of the citizens of Little Rock and

22   Cabot; and,

23   **WHEREAS,** this Board believes that it is beneficial to continue to have MEMS provide Ambulance

24   Services to the City of Cabot and thereby promote the health and welfare of the citizens of Little Rock and

25   Cabot; and,

26   **WHEREAS,** the delivery of Ambulance Services (emergency and non-emergency) to the City of Cabot

27   will enhance MEMS' financial soundness and increase its ability to deliver high-quality emergency medical

28   services to all citizens

29   **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF**

30   **NORTH LITTLE ROCK, ARKANSAS:**

31   **Section 1.** The Board of Directors hereby authorizes a three (3)-year extension of the Interlocal

32   Agreement between the City of Little Rock, Arkansas, and the City of Cabot, Arkansas, granting MEMS

33   an Exclusive Franchise to provide Ambulance Services (emergency and non-emergency) to the City of

1 Cabot; the basic form of the agreement, which must be approved by the City Attorney, is attached as Exhibit

2 A to this resolution.

3   **Section 2.** For purposes of this resolution, the term "Ambulance Services" shall include the

4 transportation and care provided to the critically ill or injured prior to arrival at a medical facility and within

5 a medical facility subject to the individual approval of the Medical Staff and Governing Board of that

6 facility, and further the transport to or from medical facilities including but not limited to hospitals, nursing

7 homes, physician's offices, and other health care facilities, of persons who are infirm or injured and who

8 are transported in a reclining position or who are ill but considered to be non-emergency in status and who

9 request ambulance transportation.

10   **Section 3.** The City of Cabot shall pay no subsidies to MEMS for the provision of Ambulance Services.

11   **Section 4.** *Severability.* In the event any title, section, paragraph, item, sentence, clause, phrase, or

12 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or

13 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and

14 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the

15 resolution.

16   **Section 5.** *Repealer.* All laws, ordinances, resolutions, or parts of the same, that are inconsistent with

17 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

18 **ADOPTED: June 6, 2023**

19 **ATTEST:**   **APPROVED:**

20

21 _____   _____

22 **Susan Langley, City Clerk**   **Frank Scott, Jr., Mayor**

23 **APPROVED AS TO LEGAL FORM:**

24

25 _____

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

27 *//*

28 *//*

29 *//*

30 *//*

31 *//*

32 *//*

33 *//*

34 *//*

35 *//*

Exhibit A

METROPOLITAN EMERGENCY MEDICAL SERVICES
EXTENSION OF INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF LITTLE ROCK AND CABOT

This Extension of the Interlocal Agreement for Emergency Medical Services ("Agreement") is made and entered into as of the __ day of June 2023, by and between the cities of Little Rock, Arkansas ("Little Rock") and Cabot, Arkansas ("Cabot"), cities of the First-Class.

WITNESSETH:

WHEREAS, the existing three (3)-year Interlocal Agreement between the two cities for all Ambulance Services expires July 18, 2023; and,

WHEREAS, the governing bodies of Little Rock and of Cabot have agreed to a three (3)-year extension of the agreement from July 19, 2023, to July 18, 2026; and,

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

1. TERM. The term of this Agreement shall extend from July 19, 2023, for a period of three (3) years, through July 18, 2026, subject to the continuing rights of Little Rock and Cabot to modify, renew, or extend the term by mutual agreement. Either party may terminate the agreement by giving ninety (90) days written notice to the non-terminating party.

2. EXCLUSIVE FRANCHISE. The City of Cabot has authorized by resolution a three (3)-year extension of the Little Rock Ambulance Authority, d/b/a Metropolitan Emergency Medical Services' ("MEMS") Exclusive Franchise to provide all Ambulance Service to the citizens of Cabot.

3. NO SUBSIDY. The City of Cabot shall not pay any subsidy to MEMS for the duration of this agreement.

4. CURRENT INTERLOCAL AGREEMENT ADOPTED AND INCORPORATED BY REFERENCE TO GOVERN THE EXTENSION. The current Interlocal Agreement, dated July 18, 2005, is adopted and incorporated by reference herein as Exhibit A, and sets forth the additional terms governing this Agreement.

5. AMENDMENTS TO THE CURRENT INTERLOCAL AGREEMENT ADOPTED AND INCORPORATED BY REFERENCE TO GOVERN THE EXTENSION. Amendments to the current Interlocal Agreement as expressed in the July 1, 2020, extension is adopted and incorporated by reference herein as Exhibit B, and sets forth the additional terms governing this Agreement.

Executed this __ day of June, 2023.

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

_____   _____
Susan Langley, City Clerk   **Frank Scott, Jr., Mayor**

ATTEST: **CITY OF CABOT, ARKANSAS**

_____   _____
Courtney Ruble, City Clerk   **Ken Kincade, Mayor**

This Agreement acknowledged this _____ day of _____, 2023.

LITTLE ROCK AMBULANCE AUTHORITY

_____
Kim Battle, Chairman

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//