

1 **RESOLUTION NO. \_\_\_\_\_**

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3 **A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN**

4 **INTERLOCAL AGREEMENT BETWEEN THE CITY OF LITTLE**

5 **ROCK, ARKANSAS AND THE CITY OF SHERIDAN, ARKANSAS,**

6 **GRANTING THE LITTLE ROCK AMBULANCE AUTHORITY**

7 **(“LRAA”) D/B/A METROPOLITAN EMERGENCY MEDICAL**

8 **SERVICES (“MEMS”) AN EXCLUSIVE FRANCHISE TO PROVIDE**

9 **AMBULANCE SERVICES TO THE CITY OF SHERIDAN, ARKANSAS;**

10 **AND FOR OTHER PURPOSES.**

11

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

13 (“MEMS”) has been awarded an Exclusive Franchise to provide Ambulance Services to the City of

14 Sheridan, Arkansas; and,

15 **WHEREAS**, the Cities of Little Rock and Sheridan have in the past had an Interlocal Agreement for

16 MEMS to provide Ambulance Service to Sheridan and wish to for MEMS to resume the Exclusive

17 Franchise for Ambulance Services to the City of Sheridan; and,

18 **WHEREAS**, MEMS has represented to the Board of Directors that it has the capability and resources

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

20 **WHEREAS**, the Board of Directors believes that it is beneficial to have MEMS provide Ambulance

21 Services to the City of Sheridan and thereby promote the health and welfare of the citizens of Sheridan;

22 and,

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

24 Sheridan will enhance MEMS’ financial soundness and increase its ability to deliver high-quality

25 Emergency Medical Services to all citizens within its service area; and,

26 **WHEREAS**, the Sheridan City Council has approved of such an Interlocal Agreement by means of

27 City of Sheridan Resolution No. 23-11 (May 2, 2023).

28 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY**

29 **OF LITTLE ROCK, ARKANSAS:**

30 **Section 1.** The Board hereby authorizes a three (3)-year Interlocal Agreement between the City of

31 Little Rock and the City of Sheridan granting MEMS an Exclusive Franchise to provide Ambulance

32 Services (emergency and non-emergency) to the City of Sheridan; the basic form of the agreement, which

33 must be approved by the City Attorney, is attached as Exhibit A to this resolution.

1       **Section 2.** For purposes of this resolution, the term “Ambulance Services” shall include the  
2 transportation and care provided the critically ill or injured prior to arrival at a medical facility and within  
3 a medical facility subject to the individual approval of the Medical Staff and Governing Board of that  
4 facility, and further the transport to or from medical facilities including but not limited to hospitals,  
5 nursing homes, physician’s offices, and other health care facilities, of persons who are infirm or injured  
6 and who are transported in a reclining position or who are ill but considered to be non-emergency in  
7 status and who request ambulance transportation.

8       **Section 3. Severability.** In the event any portion of this resolution is declared or adjudged to be  
9 invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this  
10 resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or  
11 unconstitutional was not originally a part of this resolution.

12       **Section 4. Repealer.** All ordinances and resolutions, and parts thereof, which are in conflict with any  
13 provision of this resolution are hereby repealed to the extent of such conflict.

14 **ADOPTED: June 6, 2023**

15 **ATTEST:**

**APPROVED:**

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18 **Susan Langley, City Clerk**

\_\_\_\_\_ **Frank Scott, Jr., Mayor**

19 **APPROVED AS TO LEGAL FORM:**

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

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1 **Exhibit A**

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3 **METROPOLITAN EMERGENCY MEDICAL SERVICES**  
4 **INTERLOCAL AGREEMENT**  
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6 This Agreement is made and entered into as of the 1<sup>st</sup> day of May, 2023, by and between the City of  
7 Little Rock, Arkansas (“Little Rock”), a City of the First-Class, and the City of Sheridan, Arkansas  
8 (“Sheridan”), a City of the Second-Class.

9 **WHEREAS**, in 1984 Little Rock established the Little Rock Ambulance Authority, d/b/a  
10 Metropolitan Emergency Medical Services (“MEMS”) pursuant to Little Rock City Ordinances Nos,  
11 14,511 and 14,574 and granted MEMS an Exclusive Franchise to establish and operate an Advanced  
12 Paramedic Level Life Support Ambulance System within the City of Little Rock; and,

13 **WHEREAS**, the Little Rock Ambulance Authority has established MEMS to provide Ambulance  
14 Service to the City of Little Rock; and,

15 **WHEREAS**, the City of Sheridan has previously entered into an agreement with MEMS for the  
16 provision of Ambulance Services, but that agreement has lapsed; and,

17 **WHEREAS**, the City of Sheridan has determined that it again wishes to make available to the  
18 residents of Sheridan on a long-term basis the benefits and privileges provided to the residents of Little  
19 Rock by MEMS; and,

20 **WHEREAS**, Little Rock has agreed that it is in the best interests of Little Rock and MEMS to  
21 contract with the City of Sheridan to extend the operation of MEMS under an Exclusive Franchise  
22 arrangement to the residents of Sheridan; and

23 **WHEREAS**, Little Rock and Sheridan are each authorized pursuant to Ark. Code Ann. §§ 25-20-  
24 102, *et. seq.* to enter into Interlocal Cooperation Agreements; and

25 **WHEREAS**, the Board of Directors of Little Rock and the City Council of Sheridan by ordinance or  
26 resolution have authorized the Mayors of Little Rock and Sheridan to enter into this Agreement.

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

- 29 1. **TERM.** The term of this Agreement shall extend from July 1, 2023, through June 30, 2026,  
30 for a period of three (3) years, subject to the continuing right of Little Rock and Sheridan to  
31 modify, renew, or extend the term by mutual agreement. Either party may terminate this  
32 Agreement at the end of the term by giving at least ninety (90) days written notice.
- 33 2. **JOINT COMMISSION BOARD.** Little Rock and Sheridan agree that the Mayor of  
34 Sheridan shall appoint one (1) person as a representative of the City of Sheridan to serve with

1 members from Little Rock, Cabot, North Little Rock, Pulaski County, Maumelle, and Grant  
2 County on the existing Joint Emergency Medical Services Commission (the “Commission”).

- 3 3. **POWERS OF THE COMMISSION.** The Commission shall be authorized to oversee the  
4 operations of MEMS to ensure that service is provided in accordance with the terms of this  
5 Agreement, applicable Ordinances of the City of Sheridan and Little Rock City Ordinance  
6 Nos. 14,511, 14,574, 17,255, 21,251, and 21,422. The Commission shall have the authority  
7 to execute such contracts and agreements as are necessary to implement the terms of this  
8 Agreement; provided, however, the Commission is not authorized to commit or expend funds  
9 of Little Rock or Sheridan without first obtaining the approval of the respective City Board of  
10 Directors or City Council.
- 11 4. **EXCLUSIVE FRANCHISE.** Sheridan shall grant by ordinance to MEMS an Exclusive  
12 Franchise to provide all Ambulance Services to the citizens of Sheridan, as now existing or as  
13 modified during the term of this Agreement. The guidelines and requirements for such  
14 ambulance services to be provided by MEMS to Sheridan shall be the same as outlined in  
15 Little Rock City Ordinance Nos. 14,511, 14,574, 17,255, 21,251, and 21,422, and such  
16 further amendments or changes to those ordinances as may be made by Little Rock during the  
17 term of this Agreement, subject only to the restrictions as provided in this Agreement.
- 18 5. **NONDISCRIMINATION.** Little Rock agrees that so long as Sheridan is in compliance with  
19 the provisions of this Agreement, Little Rock shall not make any changes to Little Rock City  
20 Ordinances Nos. 14,511, 14,574, 17,255, 21,251, and 21,422, or other changes with regard to  
21 the operations of MEMS, which would cause the benefits and privileges provided by MEMS  
22 to the citizens of Sheridan to be less than the benefits and privileges provided by MEMS to  
23 the citizens of Little Rock, except to the extent outlined in this Agreement. Little Rock also  
24 agrees that it will oversee and supervise the governance and operations of MEMS to ensure  
25 that benefits and privileges of MEMS are provided and available to all of the citizens of Little  
26 Rock and Sheridan on a nondiscriminatory basis.
- 27 6. **PURPOSE.** The purpose of this Agreement is to establish and provide for the citizens of  
28 Sheridan a regulated Advanced Life Support Basic Life Support Ambulance Service System  
29 that can provide each ambulance patient in the City of Sheridan with the best possible chance  
30 of survival without disability or preventable complication.
- 31 7. **OPERATIONS IN SHERIDAN.** MEMS and the City of Sheridan shall cooperate to provide  
32 sufficient personnel, equipment, and resource management expertise to meet State of  
33 Arkansas response time standards and to determine the appropriate stationing of such  
34 personnel and equipment within its City.

- 1 8. **MEDICAL CONTROL.** Sheridan agrees that the Arkansas Emergency Physicians Foundation  
2 (“AEPF”), a private, non-profit corporation which provides medical control for MEMS, will  
3 provide medical control for operations of MEMS within the City Limits of Sheridan. Sheridan  
4 shall provide such support to AEPF as is necessary to enable AEPF to perform its duties under  
5 this Agreement. .Sheridan may contract with AEPF, or some other like entity, to provide the  
6 terms, conditions, and duties of AEPF with regard to operations in Sheridan, provided such  
7 agreement is not inconsistent with the terms of the Agreement between Little Rock and AEPF.
- 8 9. **RATES.** MEMS shall charge for its services within the City Limits of Sheridan the same rates as  
9 are charged for comparable services within the City Limits of Little Rock, to include any  
10 subsequent rate changes.
- 11 10. **FURTHER COOPERATION.** MEMS, Little Rock, and Sheridan agree to cooperate among  
12 themselves to carry out all actions reasonably necessary to implement this Agreement.
- 13 11. **SEVERABILITY.** The provisions of this Agreement are declared to be severable. If any  
14 provisions hereof shall be held to be invalid or to be inapplicable to any person or circumstance,  
15 such holding shall not affect the validity or applicability of the remainder hereof.
- 16 12. **APPROVALS.** This Agreement shall not be effective until such time as it has received all  
17 approvals as required by Ark. Code Ann. §§ 25-20-102, *et. seq.*

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1 **CITY OF LITTLE ROCK, ARKANSAS**

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3 **By:** \_\_\_\_\_  
4 **Frank Scott, Jr., Mayor**

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6 **Date:** \_\_\_\_\_

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8 **ATTEST:**

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11 **Susan Langley, City Clerk**

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13 **CITY OF SHERIDAN, ARKANSAS**

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15 **By:** \_\_\_\_\_  
16 **Cain Nattin, Mayor**

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18 **Date:** \_\_\_\_\_

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20 **ATTEST:**

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23 **Carrie Smith, City Clerk-Treasurer**

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25 **LITTLE ROCK AMBULANCE AUTHORITY**

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27 **By:** \_\_\_\_\_  
28 **Kim Battle, Chairman**

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30 **Date:** \_\_\_\_\_

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