

1 to provide ambulance services (emergency and non-emergency) to the City of Cabot; the basic form of the
2 agreement, which must be approved by the City Attorney, is attached as Exhibit 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 facility,
6 and further the transport to or from medical facilities including but not limited to hospitals, nursing homes,
7 physician’s offices, and other health care facilities, of persons who are infirm or injured and who are
8 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 portion of this resolution is declared or adjudged to be invalid
12 or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this resolution
13 which shall remain in full force and effect as if the portion so declared or adjudged invalid or
14 unconstitutional was not originally a part of this resolution.

15 **Section 5. Repealer.** All ordinances and resolutions, and parts thereof, which are in conflict with any
16 provision of this resolution are hereby repealed to the extent of such conflict.

17 **ADOPTED: May 5, 2026**

18 **ATTEST:**

APPROVED:

19
20 _____
21 **Allison Segars, City Clerk**

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

22 **APPROVED AS TO LEGAL FORM:**

23
24
25 _____
26 **Thomas M. Carpenter, City Attorney**

27 //

28 //

29 //

30 //

31 //

32 //

33 //

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 by and between the cities of Little Rock, Arkansas (“Little Rock”) and Cabot, Arkansas (“Cabot”), cities of the first class.

WITNESSETH:

WHEREAS, in 1984 Little Rock established the Little Rock Ambulance Authority, d/b/a Metropolitan Emergency Medical Services (“MEMS”) pursuant to Little Rock City Ordinances Nos, 14,511 and 14,574 and granted MEMS an exclusive franchise to establish and operate an advanced paramedic level life support ambulance system within the City of Little Rock; and

WHEREAS, the Little Rock Ambulance Authority has established MEMS to provide ambulance service to the city of Little Rock; and

WHEREAS, Cabot has previously entered into an agreement with MEMS for the provision of ambulance services but the existing interlocal agreement between the two cities for all ambulance services expires on July 18, 2026; 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, 2026 to July 18, 2029.

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, 2026, for a period of three (3) years, through July 18, 2029, 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 are adopted and incorporated by reference herein as Exhibit B, and sets forth the additional terms governing this Agreement, except as follows.

- a. Section 4 shall be amended to change the person to whom notice is to given as follows:

Notice shall be sent to:

Cabot City Attorney
101 North 2nd Street
City Hall
Cabot, AR 72023

- b. Section 7 shall deleted in its entirety and the following language shall be substituted therefore:

7. OPERATIONS IN CABOT.

- (a) Life-threatening emergency calls.

- i. MEMS shall make a diligent good faith effort to manage all available resources to achieve the response times for life-threatening emergency calls set by the Commission on Fire Accreditation International ("CFAI"). Response times under exceptional circumstances, *e.g.*, mass casualty events, shall be exempt from these requirements.

- ii. Where an ambulance unit is dispatched from a nontransporting first-response-only status, its response time may be counted as the authority ambulance response time even though the patient was transported by a different ambulance. In addition, the response time of a neighboring ambulance service responding by mutual aid request may also be counted as MEMS' ambulance response time, provided the level of life support capability furnished by the neighboring ambulance service is comparable to that required under this article, as determined by the Arkansas Emergency Physicians' Foundation, Inc. ("AEPF") and provided that reliance upon neighboring ambulance service operators is only an occasional event and not a routine method of operation of the authority.
 - (b) Nonlife-threatening emergency calls. MEMS shall make a diligent good faith effort to manage all available resources to achieve the response times for nonlife-threatening emergency calls set by the Center for Public Safety Excellence.
 - (c) Other types of calls (nonlife-threatening). MEMS' response to other types of calls shall be reasonable, but in every case where a conflicting demand for resources occurs, responses to life-threatening and nonlife-threatening calls shall take precedence over requests for nonemergency Basic Life Support ("BLS") transfer service. Furthermore, the authority shall display sound judgment in developing its system status management plans to preserve a safe level of emergency response capability at all times by delaying response to requests for nonemergency BLS service until additional ambulance units become available whenever the number of remaining ambulance units available for dispatch falls below a reasonably established safe level of emergency reserve capacity, as determined by historical demand analyses.
- c. Section 8 shall be deleted in its entirety and the following language shall be substituted therefore:

8. FIRST RESPONDER PROGRAM.

The Cabot Fire Department shall make a diligent good faith effort to manage all available resources to achieve the response times for life-threatening emergency calls set by the

CFAI. Response times under exceptional circumstances, *e.g.*, mass casualty events, shall be exempt from these requirements.

- d. Section 10 shall be deleted in its entirety and the following language shall be substituted therefore:

10. RATES.

MEMS shall charge for its services within the city limits of Cabot the same rates as are charged for comparable service within the city limits of Little Rock, to include subsequent rate changes, Current rates for services shall be as follows until modified by MEMS:

- a. Advanced Life Service (“ALS”) Emergency calls: \$1,500.00
 - b. Basic Life Service (“BLS”) Emergency calls: \$1,250.00
 - c. ALS Non-emergency calls: \$950.00
 - d. BLS Non-emergency calls: \$800.00
 - e. Specialty Care Transport: \$2,600.00
 - f. ALS2: \$2,200.00
 - g. In Town Mileage: \$28.00 per mile
 - h. Out of Town Mileage: \$14.00 per mile
 - i. Crew One Way Transport: \$367.00
 - j. Extra Attendant: \$353.00
 - k. Waiting Time: \$88.00 per half hour
- a. Section 10 shall be deleted in its entirety and the following language shall be substituted therefore:

11. SUBSCRIPTION MEMBERSHIPS.

MEMS shall make available to all of the citizens of Cabot its MEMS Alert subscription membership on the same terms and conditions as are made available to the residents of Little Rock. MEMS Alert is a system of annual membership and such annual membership shall be made available to the citizens of both Little Rock and Cabot. Membership fees for the MEMS Alert program for the citizens of Cabot will be the same as those for the citizens of Little Rock.

Executed this ____ day of June, 2026.

ATTEST:

CITY OF LITTLE ROCK, ARKANSAS

By: _____
Allison Segars, City Clerk

By: _____
Frank Scott, Jr., Mayor

ATTEST:

CITY OF CABOT, ARKANSAS

By: _____
Tammy Yocom, City Clerk

By: _____
Ken Kincade, Mayor

This Agreement acknowledged this ____ day of _____, 2026.

**LITTLE ROCK AMBULANCE
AUTHORITY**

By: _____
Trey Williams, Chair