

1 a) The Cabot Fire Department shall first respond to all Code 1 Calls and to certain Code 2
2 Calls as mutually agreed upon by MEMS and the Cabot Fire Department.

3 **Section 3. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
4 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
5 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
6 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
7 resolution.

8 **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
9 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

10 **ADOPTED: May 19, 2020**

11 **ATTEST:**

APPROVED:

12
13 _____
14 **Susan Langley, City Clerk**

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

15 **APPROVED AS TO LEGAL FORM:**

16
17 _____
18 **Thomas M. Carpenter, City Attorney**

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

1 **Exhibit A**

2
3 **METROPOLITAN EMERGENCY MEDICAL SERVICES EXTENSION OF**
4 **INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LITTLE ROCK AND**
5 **CABOT.**
6

7 This Agreement is made and entered into as of the ____ day of _____ 2020, by and between
8 the cities of Little Rock, Arkansas (“Little Rock”), and Cabot, Arkansas (“Cabot”), cities of the First-Class.

9 **WITNESSETH:**

10 **WHEREAS**, Little Rock and Cabot entered into an Interlocal Agreement on or about June 20, 2005,
11 for the purposes of enabling the Little Rock Ambulance Authority, d/b/a Metropolitan Emergency Medical
12 Services, to provide Emergency and Non-Emergency Ambulance Service to Cabot; and,

13 **WHEREAS**, the aforesaid Interlocal Agreement was extended in three (3)-year intervals on or about
14 the following dates: January 2, 2008; July 18, 2011; July 25, 2014; and July 19, 2017; and,

15 **WHEREAS**, the existing three (3)-year extension of the Interlocal Agreement between the two (2)
16 cities for all Ambulance Services expires on or about July 18, 2020; and,

17 **WHEREAS**, the governing bodies of Little Rock and Cabot have agreed to a three (3)-year extension
18 of the agreement from July 19, 2020, to July 18, 2023; and,

19 **NOW, THEREFORE**, in consideration of the mutual covenants and agreements of Little Rock and
20 Cabot 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 July 19, 2020, for a period of three (3)
22 years, through July 19, 2023, subject to the continuing right of Little Rock and Cabot to modify, renew
23 or extend the term by mutual agreement. Either party may terminate the agreement by giving ninety
24 (90) days written notice.

25 **2. EXCLUSIVE FRANCHISE.** The City of Cabot has authorized by resolution a three (3)-year
26 extension of MEMS’ exclusive Franchise to provide all Ambulance Service to the citizens of Cabot.

27 **3. ORIGINAL INTERLOCAL AGREEMENT ADOPTED AND INCORPORATED BY**
28 **REFERENCE TO GOVERN THE EXTENSION.**

29 The original Interlocal Agreement, dated July 18, 2005, is adopted and incorporated by reference herein
30 as Exhibit A, sets forth the additional terms governing this agreement with the following modification.

31 The original Interlocal Agreement read as follows:

32 **8. FIRST RESPONDER PROGRAM.** The Cabot Fire Department will first respond to
33 all Code 1 and Code 2 Emergencies. Should MEMS become aware of an emergency

1 situation that did not come through Cabot 911 Communications System, MEMS will advise
2 Cabot 911 Communications.

3 The amended provision shall read:

4 **8. FIRST RESPONDER PROGRAM.** The Cabot Fire Department will first respond to
5 all Code 1 Calls and to certain Code 2 Calls as mutually agreed upon by MEMS and the
6 Cabot Fire Department. Should MEMS become aware of an emergency situation that did
7 not come through Cabot 911 Communications System, MEMS will advise Cabot 911
8 Communications.

9 Executed this ____ day of _____, 2020.

10
11 **ATTEST: CITY OF LITTLE ROCK, ARKANSAS**

12
13 _____ **By:** _____
14 **Susan Langley, City Clerk** **Frank Scott, Jr., Mayor**
15

16 **ATTEST: CITY OF CABOT, ARKANSAS**

17
18 _____ **By:** _____
19 **Tammy Yocom, City Clerk** **Ken Kincade, Mayor**
20

21 This Agreement acknowledged this ____ day of _____, 2020.

22
23 **LITTLE ROCK AMBULANCE AUTHORITY**

24
25 **By:** _____
26 **Jennifer Pierce, Chair**

27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

Exhibit B

DOC# 200509343

METROPOLITAN EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the CITY OF LITTLE ROCK, ARKANSAS ("Little Rock") and the CITY OF CABOT, ARKANSAS ("Cabot"), cities of the first class.

WHEREAS, in 1984 Little Rock established the Little Rock Ambulance Authority (the "Authority") pursuant to Little Rock City Ordinances Nos. 14,511 and 14,574, and granted the Authority an exclusive franchise to establish and operate an emergency life support ambulance system within the City of Little Rock; and

WHEREAS, the Authority has established the Metropolitan Emergency Medical Services System ("MEMS") to provide emergency and non emergency ambulance service to the City of Little Rock; and

WHEREAS, Cabot has determined that it wishes to make available to the residents of Cabot on a long term basis the benefits and privileges provided to the residents of Little Rock by MEMS; and

WHEREAS, Little Rock has agreed that it is in the best interests of Little Rock and the Authority to contract with Cabot to extend the operation of MEMS under an exclusive franchise arrangement to the residents of Cabot; and

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

WHEREAS, the Board of Directors of Little Rock and the City Council of Cabot by ordinance or resolution have authorized the mayors of Little Rock and Cabot to enter into this Agreement.

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 the date signed by the parties, for a period of three (3) years, subject to the continuing right of Little Rock and Cabot to modify, renew or extend the term by mutual agreement. At the end of the three (3) year period, if the interlocal agreement has not been formally extended by the respective governing bodies, the interlocal agreement shall extend on a

FILED

JUL 18 2005

CHARLIE DANIELS
SECRETARY OF STATE

FILED
05 JUL 12 09 2:39
PAT GRIFFIN
CLERK
CIRCUIT COURT
FAYETTE COUNTY ARK

1
2 month-to-month basis until an appropriate agreement is executed or another provider is
3 selected, whichever occurs first. Either party may terminate this agreement by giving
4 ninety (90) days written notice to the other. The Authority shall have no right of
5 assignment of the franchise upon termination.

6 **2. JOINT COMMISSION BOARD.** The Mayor of Cabot shall appoint
7 one (1) person as a representative of the City of Cabot to serve with members from Little
8 Rock, North Little Rock, Pulaski County, Maumelle, Lonoke, Sheridan, Grant County on
9 the existing Joint Emergency Medical Services Commission, (the "JEMSC).

10 **3. POWERS OF THE COMMISSION.** The Commission shall be
11 authorized to oversee the operations of MEMS to ensure that, service is provided to
12 Cabot in accordance with the terms of this Agreement, and Little Rock City Ordinance
13 Nos. 14, 511; 14,574; 17,255; and amendments thereto, and Cabot City Code Ordinance
14 No. 26 of 2005, and amendments thereto. The Authority shall have the authority to
15 execute such contracts and agreements as are necessary to implement the terms of this
16 Agreement. Neither the Commission nor the Authority is authorized to commit or
17 expend funds of Little Rock or Cabot without first obtaining the approval of the
18 respective City Board of Directors or City Council. The Commission, which is
19 composed of members from all jurisdictions in MEMS franchise area, shall coordinate
20 operations with MEMS' entire franchise area but shall have no fiscal authority or
21 responsibility.

22 **4. EXCLUSIVE FRANCHISE.** Cabot shall grant by ordinance to the
23 Authority an exclusive franchise to provide all emergency and non-emergency ambulance
24 service to the citizens of Cabot within the city limits of Cabot, as now existing or as
25 modified during the term of this Agreement. The guidelines and requirements for such
26 ambulance service to be provided by the Authority to Cabot shall be the same as outlined
27 in Little Rock City Ordinance Nos. 14,511; 14,574; and 17,255; and Cabot City
28 Ordinance No. 26 of 2005, and such further amendments or changes to those Ordinances
29 and Codes as may be made by Little Rock and Cabot during the term of this Agreement,
30 subject only to the restrictions as provided in this Agreement. Cabot agrees to permit
31 LRAA counsel to defend a breach of its franchise when notified to franchise violations by
the LRAA or the City of Little Rock, or both. Notice shall be sent to:

1
2 Kenneth R. Williams
3 Cabot City Attorney
4 City of Cabot
5 P.O. Box 1113
6 Cabot AR 72023

7
8 5. **NONDISCRIMINATION.** Little Rock agrees that so long as Cabot is in
9 compliance with the provisions of this Agreement, Little Rock shall not make changes to
10 Little Rock City Ordinances No. 14,511; 14,574; and 17,255; or other changes with
11 regard to the operations of the Authority, which would cause the benefits and privileges
12 provided by MEMS to the citizens of Cabot to be less than the benefits and privileges
13 provided by MEMS to the citizens of Little Rock.

14 6. **PURPOSE.** The purpose of this Agreement is to provide for the citizens
15 of Cabot a licensed paramedic ambulance service system that can provide each
16 ambulance patient in the City of Cabot with the best possible chance of survival without
17 disability or preventable complication.

18 7. **OPERATIONS IN CABOT.** The Authority shall provide service
19 to the citizens of Cabot as outlined in Little Rock City Ordinance Nos. 14,511; 14,574;
20 and 17,255; as amended and Cabot City Ordinance No. 26 of 2005, as amended except as
21 subsequently provided:

22 (a) From the effective date of this Agreement the Authority shall provide an eight
23 minute (8:59) response time to at least ninety percent (90%) of all Code 1 – life
24 threatening emergencies and a twelve minute (12:59) response time to at least ninety
25 percent (90%) of all Code 2 – non-life threatening emergencies. The Code level shall be
26 determined by MEMS Dispatch based upon standard protocols. The Authority shall
27 submit to Cabot monthly response time reports to reflect that it is in compliance with this
28 requirement.

29 (b) The Authority and Cabot shall cooperate to provide sufficient personnel,
30 equipment and resource management expertise to meet these response time standards and
31 to determine the appropriate stationing of such personnel and equipment in the city limits
of Cabot. Cabot 911 dispatch shall route ambulance requests to MEMS via a one-button
transfer.

1
2 (c) All other provisions of Little Rock, Ark. Rev. Code. 14,511 and 17,255, as may
3 be amended, concerning standards of production and performance shall be implemented
4 by the Authority in Cabot.

5 **8. FIRST RESPONDER PROGRAM.** The Cabot Fire Department
6 will first respond to all Code 1 and Code 2 emergencies. Should MEMS become aware
7 of an emergency situation that did not come through Cabot 911 communications system,
8 MEMS will advise Cabot 911 Communications.

9 **9. MEDICAL CONTROL.** Cabot agrees that the Arkansas Emergency
10 Physicians Foundation ("AEPF"), a private, non-profit corporation which provides
11 medical control for the Authority, will continue to provide medical control for operations
12 of the Authority within the city limits of Cabot. The AEPF has extended its membership
13 to include (two) (2) physicians from Cabot and Cabot shall continue to provide such
14 support to AEPF as is necessary to enable AEPF to perform its duties under this
15 Agreement.

16 **10. RATES.** The Authority shall charge for its services within the city
17 limits of Cabot the same rates as are charged for comparable services within the city
18 limits of Little Rock, to include subsequent rate changes. Current rates for services shall
19 be as follows until modified by the Authority:

| | |
|--|--------------------------------------|
| 20 Paramedic Base Rate | \$ 455.00 |
| 21 Plus cost of supplies used, if any. | |
| 22 Non-Emergency Transport Rate | \$ 375.00 |
| 23 Plus cost of supplies used, if any | |
| 24 Mileage Charge | \$ 8.50 per mile |
| 25 Response without treatment or transport | \$ 80.00 uninsured |
| | \$ 70.00 with insurance |
| 26 Membership Annual Rate | \$ 60.00 with supplemental insurance |

27
28 **11. SUBSCRIPTION MEMBERSHIPS.** The Authority shall make
29 available to all of the citizens of Cabot its MEMS Alert subscription membership on the
30 same terms and conditions as are made available to the residents of Little Rock.
31 Specifically, the Authority, with the approval of Little Rock, will institute during the

1
2 upcoming MEMS Alert enrollment period a system of annual membership and such
3 annual membership shall be made available to the citizens of both Little Rock and Cabot.
4 Membership fees for the MEMS Alert programs as set forth below for the membership
5 periods indicated with all fees subject to change in following years:

6 Individual \$ 50.00
7 Family \$ 60.00
8

9 **12. LIMITED RIGHT TO PURCHASE EQUIPMENT.** In the event
10 that Little Rock or Cabot elects not to renew this Agreement at the end of the initial term,
11 or any subsequent renewal term thereafter, Little Rock and the Authority hereby grant to
12 Cabot a right of first refusal to purchase the ambulance and onboard equipment stationed
13 within the city limits of Cabot for cash equal to the highest amount offered for such
14 equipment by an unrelated third party purchaser. Little Rock and the Authority reserve
15 the right to retain such equipment and not offer it for sale.

16 **13. SEVERABILITY.** The provisions of this Agreement are declared to be
17 severable. If any provision hereof shall be held to be invalid or to be inapplicable to any
18 person or circumstance, such holding shall not affect the validity or applicability of the
19 remainder hereof.

20 **14. APPROVALS.** This Agreement shall not be effective until such
21 time as it has received all approvals as required by Ark. Code Ann. § 25-20-105.

22 **15. OVERSIGHT AND REPORTING.** MEMS will provide to the
23 cities of Little Rock and Cabot an annual report in March or April of each year. Such
24 report will contain data on compliance time and runs made, as well as a balance sheet
25 showing MEMS financial information. MEMS will, at the request of the cities, appear
26 before the respective governing bodies to discuss the reports and answer questions.

27 **EXECUTED** this 20th day of June, 2005.
28
29
30
31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

CITY OF LITTLE ROCK, ARKANSAS

By: Jon Walley
Mayor

ATTEST:

Nancy Wood
City Clerk



CITY OF CABOT, ARKANSAS

By: [Signature]
Mayor

ATTEST:

Maura Keller
City Clerk

This Agreement is acknowledged the 20 day of Dec, 2005.

By: [Signature]
Chair, Little Rock Ambulance Authority

CERTIFICATE OF RECORD
DOC# 200509343
07/14/2005 03:25:51 PM
Filed & Recorded in Official Records of
LOWRE COUNTY
DERORAH DOLESKY CIRCUIT CLERK
Fees \$23.00
BY J. Wi82 D.C.