

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FIVE-YEAR EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF NORTH LITTLE ROCK AND LITTLE ROCK, ARKANSAS ALLOWING METROPOLITAN EMERGENCY MEDICAL SERVICES (“MEMS”) TO CONTINUE PROVIDING EMERGENCY MEDICAL SERVICES AND NON-EMERGENCY ROUTINE TRANSPORTS IN NORTH LITTLE ROCK PURSUANT TO AN EXCLUSIVE FRANCHISE; AND FOR OTHER PURPOSES.**

WHEREAS, Ark. Code Ann. § 25-20-101 et seq. (hereafter “the Interlocal Cooperation Act”) provides for interlocal cooperation agreements between various political subdivisions of the State of Arkansas; and

WHEREAS, beginning on September 15, 1986, the cities of North Little Rock and Little Rock (“the Cities”) have previously executed five-year Interlocal Agreements, awarding an exclusive franchise to Metropolitan Emergency Medical Services (“MEMS”) to provide emergency service and non-emergency routine transport ambulance service to North Little Rock and citizens (“Agreements”); and

WHEREAS, these Agreements have furthered the governmental objective of both Cities to provide high quality advanced life support (ALS), basic life services (BLS), and routine transport ambulance service to citizens; and

WHEREAS, the current five-year Agreement expires July 31, 2021, and the Cities desire to extend such Agreement for an exclusive franchise for an additional five years through July 31, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an Extension of Interlocal Agreement (substantially similar to Exhibit A attached hereto) that extends the exclusive franchise that will allow MEMS to continue to provide emergency services and non-emergency routine transportation ambulance service to North Little Rock citizens for an additional five (5) years, effective August 1, 2021. Upon the expiration of the five-year term, this City Council authorizes a month-to-month extension until a formal extension is approved by both cities.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Mayor Terry C. Hartwick

SPONSOR:

Terry C. Hartwick  
Mayor Terry C. Hartwick *by AF*

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>11:05</u>	A.M.	_____
		P.M.	_____
By	<u>Amy Fields, CA</u>		
DATE	<u>4-6-21</u>		
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>			
RECEIVED BY	<u>[Signature]</u>		

**METROPOLITAN EMERGENCY MEDICAL SERVICES  
EXTENSION OF INTERLOCAL AGREEMENT  
NORTH LITTLE ROCK**

This Agreement is made and entered into as of the 1st day of August, 2021 by and between the Cities of Little Rock, Arkansas (“Little Rock”) and North Little Rock, Arkansas (“North Little Rock”), cities of the first class.

**WITNESSETH**

**WHEREAS**, the existing interlocal agreement between the two cities for all ambulance services expires on July 31, 2021; and.

**WHEREAS**, the governing bodies of Little Rock and North Little Rock have agreed to a five (5) year extension of the agreement, from August 1, 2021 through July 31, 2026;

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

1. **TERM**. The term of this Agreement shall extend from August 1, 2021, for a period of five (5) years, through July 31, 2026, subject to the continuing right of Little Rock and North Little Rock to modify, renew, or extend the term by mutual agreement. Either party may terminate the agreement by giving ninety (90) days written notice.

2. **EXCLUSIVE FRANCHISE**. The City of North Little Rock has authorized by resolution a five (5) year extension of MEMS’ exclusive franchise to provide all ambulance service to the citizens of North Little Rock. Wheelchair van service is excluded from this franchise.

3. **CURRENT INTERLOCAL AGREEMENT AND ALL CURRENT AMENDMENTS THERETO ARE ADOPTED AND INCORPORATED BY REFERENCE TO GOVERN THIS EXTENSION.**



The current interlocal agreement, dated August 26, 1996, is adopted and incorporated by reference herein, and sets forth the additional terms governing this agreement. All current amendments to the current interlocal agreement, including but not limited to, the Basic Life Services Amendment that went into effect on or about January 25, 2018 are also adopted and incorporated by reference herein and remain valid until terminated by one or both parties.

4. **APPROVALS.** This Agreement shall not be effective until such time as it has received all approvals as required by Ark. Code Ann. § 25-20-102, *et seq.*

Executed this \_\_\_\_\_ day of April, 2021.

**ATTEST:**

\_\_\_\_\_  
Susan Langley, City Clerk

**ATTEST:  
ARKANSAS**

\_\_\_\_\_  
Diane Whitbey, City Clerk

**CITY OF LITTLE ROCK, ARKANSAS**

By: \_\_\_\_\_  
Frank Scott, Jr., Mayor

**CITY OF NORTH LITTLE ROCK,**

By: \_\_\_\_\_  
Terry Hartwick, Mayor

**This agreement acknowledged this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**LITTLE ROCK AMBULANCE  
AUTHORITY**

By: \_\_\_\_\_  
Jennifer Pierce, Chair