

City of Fayetteville Staff Review Form

City Council Agenda Items  
and  
Contracts, Leases or Agreements

November 15, 2011

City Council Meeting Date  
Agenda Items Only

David Dayringer  
Submitted By

Fire  
Division

Fire  
Department

Action Required:

A resolution approving an amendment to Article 3(b) of the Interlocal Agreement for Ambulance Services by and with the City of Fayetteville, Washington County, Elkins, Farmington, Goshen, Greenland, Lincoln, Prairie Grove, West Fork, Winslow, and Johnson for emergency and non-emergency ambulance services as approved by City Council with Res. No. 68-08 on March 18, 2008.

None  
Cost of this request

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

Remaining Balance

Fund Name

Budgeted Item  Budget Adjustment Attached

*[Signature]* 10-28-11  
Department Director Date

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Date: \_\_\_\_\_

*[Signature]* 10-31-11  
City Attorney Date

Original Contract Number: \_\_\_\_\_

*Paul A. Barber* 10-31-2011  
Finance and Internal Services Director Date

Received in City Clerk's Office 10-23-11 11:07 RCVD

*Nan Man* 10-31-11  
Chief of Staff Date

Received in Mayor's Office

ENTERED 10/31/11

*[Signature]* 11/1/11  
Mayor Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS  
DEPARTMENT CORRESPONDENCE

[www.accessfayetteville.org](http://www.accessfayetteville.org)

## CITY COUNCIL AGENDA MEMO

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**To:** Mayor and City Council

**From:** David Dayringer, Fire Chief *ico*

**Date:** November 15, 2011

**Subject:** A resolution approving an amendment to Article 3(b) of the interlocal agreement for ambulance services by and with the City of Fayetteville, Washington County, Elkins, Farmington, Goshen, Greenland, Lincoln, Prairie Grove, West Fork, Winslow, and Johnson.

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### **PROPOSAL:**

City Council approved Res. 68-08 on March 18, 2008, approving an Interlocal Agreement for Ambulance Services with the City of Fayetteville, Washington County, Elkins, Farmington, Goshen, Greenland, Lincoln, Prairie Grove, West Fork, Winslow, and Johnson and to establish the Ambulance Authority and Central Emergency Medical Services as the exclusive emergency and non-emergency ambulance service within the cities.

### **RECOMMENDATION:**

Staff recommends approving the attached amendment to Article 3(b) of the original Interlocal Agreement for Ambulance Services. This amendment provides for all parties to continue to pay the same dollar amount as each paid in 2010 throughout the second five year term of the renewal. It removes the use of the federal census to establish the per capita fee for each city and county unincorporated population.

### **BUDGET IMPACT:**

Approval of the proposed amendment to the Interlocal Agreement for Ambulance Services will result in a fixed \$270,000.00 annual subsidy and prevent any rate increase or decrease throughout the second five year term of renewal (2012-2016). Funds for ambulance services are included each year in the Annual Budget and Work Program.

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

**A RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL  
AGREEMENT FOR AMBULANCE SERVICES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an amendment to the Interlocal Agreement for Ambulance Services. A copy of the amendment is attached to this Resolution as Exhibit "A".

**PASSED and APPROVED** this 15<sup>th</sup> day of November, 2011.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR  
 AMBULANCE SERVICES**

WHEREAS, the parties entered into an Interlocal Agreement on or about May 21, 2008; and,

WHEREAS, the parties are desirous of amending such in light of the 2010 census as contemplated in Article 4; and,

WHEREAS, as a result of said census, some of the parties have gained or lost population but regardless, may now receive a lower percentage of the county-wide one percent sales tax; and,

WHEREAS, per Article 4, said Agreement renews for an additional five year period unless the party notifies the Authority in writing of its refusal to participate.

NOW, THEREFORE, IT IS AGREED:

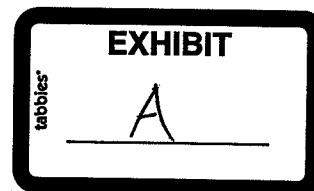
(1) Article 3(b) is hereby amended as follows:

1. All parties shall continue to pay the same dollar amount as each paid in 2010 throughout the second five year term of this renewal.

	2000 Census or Special	Subsidy 2009- 2011	Subsidy 2012- 2016
Farmington	3,605	\$14,420	\$14,420
Prairie Grove	3,367	\$13,468	\$13,468
Elkins	2,223	\$8,892	\$8,892
Johnson	3,326	\$6,652	\$6,652
Goshen	752	\$3,008	\$3,008
Greenland	947	\$3,788	\$3,788
Lincoln	2,059	\$8,236	\$8,236
Winslow	399	\$1,596	\$1,596
West Fork	2,042	\$8,168	\$8,168
Fayetteville	67,158	\$270,000	\$270,000
County-Rural	37,201	\$561,000	\$561,000
<b>Total</b>		<b>\$899,228</b>	<b>\$899,228</b>

2. The effective date of this Amended Agreement shall be when approved and signed by all parties in accordance with law.

3. All other provisions of said Interlocal Agreement remain unchanged and in effect.



First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
LIONELD JORDAN, FAYETTEVILLE MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SONDRA SMITH, FAYETTEVILLE CITY CLERK

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
MARILYN EDWARDS, WASHINGTON COUNTY JUDGE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
KAREN BEEKS, QUORUM COURT COORDINATOR/REPORTER

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
BRUCE LEDFORD, ELKINS MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ELKINS CITY CLERK

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
BILL GROOM, GREENLAND MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECORDER/TREASURER



First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
ROB HULSE, LINCOLN MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LINCOLN CITY CLERK

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
ERNIE PENN, FARMINGTON MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FARMINGTON CITY CLERK

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
SONNY HUDSON, PRAIRIE GROVE MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CAROL PAIR, PRAIRIE GROVE CITY CLERK

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
FRANCIS HIME, WEST FORK MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WEST FORK CITY CLERK

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
JOE BENSON, GOSHEN MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GOSHEN CITY CLERK

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
LONNIE BARRON, JOHNSON MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOHNSON CITY CLERK

First Amendment to Interlocal Agreement for Ambulance Services

\_\_\_\_\_  
RANDY JARNAGAN, WINSLOW MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MARY BROMLEY, WINSLOW CITY CLERK

**RESOLUTION NO. 68-08**

A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT FOR AMBULANCE SERVICE BY AND WITH THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ELKINS, FARMINGTON, GOSHEN, GREENLAND, LINCOLN, PRAIRIE GROVE, WEST FORK, WINSLOW AND JOHNSON, AND TO ESTABLISH THE AMBULANCE AUTHORITY AND CENTRAL EMERGENCY MEDICAL SERVICES AS THE EXCLUSIVE EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICE WITHIN THE CITIES

WHEREAS, A.C.A. § 14-14-910, and § 14-266-102 and § 25-20-101 authorize cities and counties to enter into interlocal contracts to provide services such as emergency and non-emergency ambulance services; and

WHEREAS, the above cities and Washington County have determined that the continued provision of ambulance service is necessary for the health, safety and welfare of the residents of said cities and Washington County; and

WHEREAS, Washington County, the City of Fayetteville and all other cities listed in the Resolution's title agree that the creation of an Ambulance Authority or similar entity as provided for in A.C.A. § 14-266-100 *et seq.* is in the best interests of all parties and their citizens; and

WHEREAS, the Ambulance Authority should be established pursuant to the Agreement For Ambulance Services interlocal agreement attached as Exhibit A to this Resolution; and

WHEREAS, in order to save taxpayer money and to reduce the need for taxpayer revenue to subsidize the furnishing of emergency ambulance service to our citizens, the Ambulance Authority and CEMS should be designated the exclusive provider of emergency and non-emergency ambulance service within all cities that are parties to this agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Interlocal Agreement For Ambulance Services attached as Exhibit A, authorizes Mayor Coody to sign this agreement, and designates the Ambulance Authority created by this agreement to operate Central Emergency Medical Services as the exclusive emergency and non-emergency ambulance services provider throughout Fayetteville and every other city which is a party to this agreement as broadly as authorized in A.C.A. § 14-266-102 and 105.

PASSED and APPROVED this the 18<sup>th</sup> day of March, 2008.

APPROVED:

By:

  
DAN COODY, Mayor

ATTEST:

By:

  
SONDRA E. SMITH, City Clerk/Treasurer







JERRY HUNTON  
County Judge

280 North College, Suite 500  
Fayetteville, AR 72701

WASHINGTON COUNTY, ARKANSAS  
County Courthouse

May 27, 2008

RECEIVED

MAY 30 2008

CITY OF FAYETTEVILLE  
MAYOR'S OFFICE

Mayor Dan Coody  
City of Fayetteville  
113 W. Mountain  
Fayetteville, AR 72701

RECEIVED

JUN 02 2008

CITY OF FAYETTEVILLE  
CITY CLERKS OFFICE

RE: Ambulance Service – Interlocal Agreement

Dear Mayor:

Please find enclosed for your records a signed copy of the interlocal agreement between Washington County and other cities in the County regarding ambulance service.

Thank you for your help in this matter.

Sincerely,

Karen Beeks, Secretary  
County Judge's Office

/kb

Encl.

cc w/encl: Kit Williams, City Attorney

**AGREEMENT**  
**FOR AMBULANCE SERVICES**

**THIS INTERLOCAL AGREEMENT FOR AMBULANCE SERVICES** ("Agreement") is made and entered into by and between WASHINGTON COUNTY, ARKANSAS, ("County") and the cities of ELKINS, FARMINGTON, FAYETTEVILLE, GOSHEN, GREENLAND, LINCOLN, PRAIRIE GROVE, WEST FORK, WINSLOW and JOHNSON ("Cities").

**WHEREAS**, A.C.A. §14-14-910, A.C.A. §25-20-101, and A.C.A. §14-266-102 authorize cities and counties to enter into contracts to co-operate or join with each other to provide emergency and non-emergency medical services and to specify the responsibilities of all parties; and,

**WHEREAS**, all parties acknowledge that the continued provision of ambulance service is crucial for the continued health and safety of the residents of the named Cities and the County; and,

**WHEREAS**, the County and Cities mutually agree that the creation of an Ambulance Authority or similar entity as provided for in A.C.A. §14-14-910, A.C.A. §25-20-101 and A.C.A. §14-266-101 et. seq is in the best long-term interests of the parties; and,

**WHEREAS**, said Authority should consist of representatives of the above named Cities and the County; and,

**WHEREAS**, all parties acknowledge that the formation of such an Authority will demand close and continued cooperation of all parties.

**NOW, THEREFORE, IT IS AGREED:**

**ARTICLE 1. AUTHORITY ORGANIZATION.**

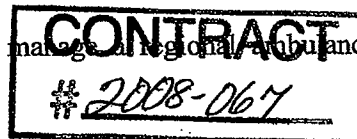
(a) One individual selected by each entity shall represent said entity on the Board of Directors of the Authority to be known as the Washington County Regional Ambulance Authority.

(1) Each Board member shall serve a term of three (3) years and be eligible to serve two (2) consecutive terms.

(2) The initial term of each Board member shall be determined by the drawing of lots or similar method so as to provide staggered terms.

(b) The Board shall meet on no less than on a quarterly basis to transact all business associated with the powers and responsibilities conferred upon it. However, the Board shall reserve to itself the right to meet on whatever basis it determines is appropriate.

(c) The Board shall employ an executive director to manage the Regional Ambulance system.



(d) In order to ensure maximum efficiency and effectiveness of the operation, an executive committee shall be formed to be charged with the oversight of the day-to-day operation of the system. The members of said executive committee shall be as follows:

- (1) The County board appointee who shall reside in the unincorporated service area.
- (2) The Fayetteville City Council appointee;
- (3) A second Fayetteville appointee (Both City Council appointees shall serve at the pleasure of the City Council and can be removed and replaced by different representatives by City Council Resolution.);
- (4) A small city appointee to be chosen by the aforesated cities, excluding the City of Fayetteville;
- (5) A Nursing Home or medical profession representative who shall reside in the City of Fayetteville to be chosen by the County appointee; the Fayetteville appointees, and the small city appointee.
- (6) A Hospital representative who shall reside in the City of Fayetteville to be chosen by the County appointee; the Fayetteville appointees, and the small city appointee.
- (7) A representative of the financial community residing in the service area to be chosen by the County appointee, the Fayetteville appointees and the small city appointee.

**ARTICLE 2. PURPOSES, POWERS, RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE CREATED ENTITY.**

(a) All parties acknowledge that the need to create an entity to own, operate and manage an ambulance service is necessary and appropriate.

(b) The Authority created herein shall have the following powers:

- (1) To provide advanced life support emergency ambulance service in the designated area;
- (2) To provide emergency medical dispatch including pre-arrival instructions in accordance with approved dispatch protocols;
- (3) To set ambulance user fees;
- (4) To own system revenues;
- (5) To provide exclusive emergency and non-emergency (within the cities only) ambulance service;

- (6) To enter into mutual aid and automatic aid agreements with neighboring ambulance services for emergency services;
- (7) Comprehensive regulatory powers over the ambulance system performance;
- (8) Ownership of or access to key components of the system infrastructure;
- (9) Centralize medical direction and clinical oversight of the ambulance system to the extent deemed necessary;
- (10) To promulgate rules and regulations to further effectuate the purposes of this agreement;
- (11) To own and dispose of real and personal property;
- (12) To adopt and oversee comprehensive system performance on an annual basis to include periodic revisions to comply with emerging technologies and changes in clinical and operational standards.

(c) Washington County Regional Ambulance Authority's Specific Duties.

The Authority created herein shall have the following specific duties and responsibilities in addition to the statutory and administrative requirements of §14-266-109, the Arkansas Medical Practices Act, and any other government or professional standards.

- (1) Minimum Standards Continue. The Authority shall continue to meet all existing minimum performance standards within Fayetteville as stated in the current City of Fayetteville Contract For Emergency Medical Transport Services with CEMS except as to quarterly reports to the City of Fayetteville. (A copy of this contract is attached as Exhibit A.)
- (2) Reporting Requirements.
  - (A) Fayetteville. On the third Tuesday of July each year, the Washington County Regional Ambulance Authority by the two Fayetteville representatives on the Executive Committee shall appear before the Fayetteville City Council to present:
    - (i) The written annual, audited report of the previous year's financial and response data reports;
    - (ii) A written report of the financial and response data for the first half of the current year;
    - (iii) Plans and projections to replace or enlarge capital property and equipment within the next 18 months;

- (iv) Plans and justifications for any personnel increases within the next 18 months; and
- (v) Revenue/expense projections for the next 18 months.

(B) Any Other Member Of This Authority. Upon written request by any other member of this Authority, the Board Member representing that entity shall provide the full written and oral report referred to in (A) to that City or to the County during its regular July or August meeting.

**ARTICLE 3. FINANCING; TRAINING; COMPLIANCE WITH A.C.A. §20-13-301 ET. SEQ.**

(a) All parties acknowledge that the need for a guaranteed revenue source independent of and in addition to fees for service is necessary in order to ensure the continued viability of said service.

(b) The annual regional ambulance service-funding source for all parties of this Agreement shall be based upon the most recent Federal Census including any special Census.

(1) All Cities shall pay \$4.00 per capita except that only those citizens of Johnson within CEMS's territory shall be counted for the per capita fees. The City of Fayetteville shall maintain at least its minimum annual contribution of \$270,000.00 through the end of 2011.

(2) Washington County shall pay \$15.50 per capital for the unincorporated population served by CEMS with at least a minimum annual contribution of \$550,000.00 through the end of 2011.

(c) The Authority shall continue to seek a sustainable funding source with the goal of reducing subsidies proportionately across the board.

(d) Except as stated above, no party to this Agreement may be financially obligated without the approval of its governing body.

(e) All governing bodies party to this agreement must approve any increases in subsidy.

(f) A percentage of these funds shall be set aside for replacement of capital items.

(g) The ambulance service owned or under contract with the Authority shall be required to provide, at no additional charge, the Arkansas Department of Health 24 hour basic refresher course to all EMT certified firefighters that act as first responders with said ambulance service.

(h) The financing provided by the parties hereto shall be from general revenues; furthermore, the financing and this agreement are contingent upon compliance with A.C.A. §20-13-301 et. seq. by the County and all the parties will cooperate to the

extent necessary in complying with such. The parties shall receive credit for payments already made to CEMS in 2008 for this year's annual subsidy commitment.

**ARTICLE 4. TERM.**

This initial term of this agreement shall be from the date that all parties have agreed to this interlocal agreement through December 31, 2011. This agreement shall be automatically renewed with possible changes to **Article 3 Financing** for an additional five-year term unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2011. All parties agree to consider the effects of the 2010 Decennial Federal Census upon the division of the County Sales Tax between the County and the Cities and the proportional changes of the populations of the Cities and the unincorporated portions of Washington County and make any adjustment or amendments advisable and necessary to **Article 3** to ensure financial viability of the Authority and fairness for all parties. A second automatic renewal shall occur on December 31, 2016 unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2016. A substantial review of the financial status of the Authority and all parties should occur in 2021 after the 2020 Federal Decennial Census and prior to further renewals of this Agreement.

Notwithstanding the above terms, all parties to this Agreement may withdraw from this agreement upon six months' written notice to the Authority and shall only be responsible to pay its per capita fee for that portion of the year.

**ARTICLE 5. TRANSFER OF OWNERSHIP OF EQUIPMENT TO WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY.**

Property currently owned by any party that is transferred to the Washington County Regional Ambulance Authority shall be returned to that party or purchased from that party at its fair market value if such party terminates its membership from the Authority and withdraws from this Agreement by July 1, 2011, after giving its six month notice. All property and resources of the Washington County Regional Ambulance Authority purchased during its existence or owned by it on July 2, 2011, or thereafter shall remain the Authority's exclusive property throughout the Authority's existence.

**ARTICLE 6. SEVERABILITY.**

The provisions of this Agreement are declared to be severable. If any provision hereof shall be held to be invalid or to be inapplicable to any person or circumstance, such holdings shall not affect the ability or the applicability of the remainder hereof.

**ARTICLE 7. EFFECTIVE DATE.**

This Agreement shall not be effective until approved and signed by all parties in accordance with the law.

**APPENDIX TO AGREEMENT**

**APPENDIX DEFINITION OF TERMS WHEN AND IF USED.**

**Ambulance Authority:** Quasi-governmental entity created to oversee and deliver ambulance service in a specified geographical service area.

**Ambulance Service:** Means emergency and non-emergency transport services offered by the Authority, including management, supervision, mass gathering and community events.

**Exclusivity:** Sole provider emergency and non-emergency ambulance rights granted by ordinance or resolution by each party to the extent allowed by State Law.

**Per Capita:** Funding structure set forth by this Agreement based on population. Cities contribute at \$4.00 per capita due to the increased number of calls generated within their city limits. The County contributes at \$15.50 per capita due to the increased coverage area and decreased density of call volume in the unincorporated areas of the County. No reduction of any entity's gross subsidy shall occur during first term of this agreement.

**Subsidy:** Government funds requested by the Authority to provide ambulance service.

**User Fees:** Fees charged to patients treated or transported by the ambulance service, or fees charged to an individual or an organization for ambulance standby coverage.

