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RESOLUTION NO. 2015-12-__ R

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY, WASHINGTON COUNTY, ARKANSAS, AND THE CITIES OF ELKINS, ELM SPRINGS, FARMINGTON, GOSHEN, GREENLAND, JOHNSON, LINCOLN, PRAIRIE GROVE, WEST FORK, Tontitown, AND WINSLOW, ARKANSAS, REGARDING THE FINANCING OF AMBULANCE SERVICES.

WHEREAS, the city of Tontitown, Arkansas, currently provides ambulance services pursuant to an agreement with the city of Springdale, Arkansas; and

WHEREAS, the city of Springdale, Arkansas, will cease to provide such services on December 31, 2015; and

WHEREAS, Ark. Code Ann. § 14-14-910, Ark. Code Ann. § 25-20-101, and Ark. Code Ann. § 14-266-102 authorize cities and counties to enter into contracts to cooperate or join with each other to provide emergency and non-emergency medical services and to specify the responsibilities of the parties thereto; and

WHEREAS, the continued provision of ambulance services is crucial to the continued health, safety, and welfare of the residents of the city of Tontitown, Arkansas.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Tontitown, Arkansas:

Section 1: That the City Council hereby approves the attached agreement with the Washington County Regional Ambulance Authority, Washington County, Arkansas, and the cities of Elkins, Elm Springs, Farmington, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, West Fork, and Winslow, Arkansas, concerning the provision of ambulance services for the city of Tontitown, Arkansas, after December 31, 2015.

Section 2: That the Mayor and Recorder are hereby authorized and directed to execute the attached agreement concerning the provision of ambulance services, and are further authorized to execute any and all documents necessary to effectuate this purpose. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein as if set out word for word.

PASSED AND APPROVED this 1st day of December, 2015.



PAUL COLVIN, JR., Mayor

ATTEST:



RHONDA ARDEMAGNI, Deputy Recorder

AGREEMENT
FOR CONTINUATION AND EXPANSION OF AMBULANCE SERVICES AND FOR
EXPANDED MEMBERSHIP IN THE WASHINGTON COUNTY REGIONAL
AMBULANCE AUTHORITY

THIS INTERLOCAL AGREEMENT FOR AMBULANCE SERVICES AND FOR EXPANDED MEMBERSHIP IN THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY (“Agreement”) is made and entered into by and between the WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY (“Authority” or “WCRAA”), WASHINGTON COUNTY, ARKANSAS, (“County”) and the cities of ELKINS, ELM SPRINGS, FARMINGTON, FAYETTEVILLE, GOSHEN, GREENLAND, JOHNSON LINCOLN, PRAIRIE GROVE, TONTITOWN, WEST FORK, and WINSLOW (“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 continuation of an Ambulance Authority or similar entity with participation by and coverage for the Cities of Elm Springs and Tontitown 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, the City of Springdale, which had previously provided ambulance coverage to the Cities of Elm Springs, Tontitown and the northern half of the City of Johnson and the unincorporated areas of northern Washington County, will cease to provide such coverage on December 31, 2015;

WHEREAS, The Cities of Elm Springs and Tontitown do not currently participate in WCRAA as established in an original Interlocal Agreement in 2008, but will begin participation beginning in 2016 and with execution of this Agreement; and,

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

WHEREAS, the Original Agreement for Ambulance Services forming the WCRAA is set to renew on its own terms in December 31, 2016 unless a party to that Original Agreement notifies the other parties of its intent to withdraw by September 1, 2016; and

WHEREAS, all parties intend for the WCRAA to continue in operation and administration beyond said December 31, 2016 renewal, with the WCRAA continuing to exist as

it does today with the exception of adding to membership the Cities of Elm Springs and Tontitown; and

WHEREAS, the parties acknowledge that their financial contributions to the WCRAA as set forth in this Agreement and previous Agreements funding the WCRAA is for and in consideration of (a) ambulance service coverage within in each of their respective cities, for the cities, and in the unincorporated areas of Washington County for the County, and (b) beginning or continued participation in the WCRAA; and

WHEREAS, all parties acknowledge that the continuation and expansion of membership of the WCRAA will demand close and continued cooperation of all parties.

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1. AUTHORITY ORGANIZATION.

(a) The chief executive officer of each entity shall represent said entity on the Board of Directors of the Authority to be known as the Washington County Regional Ambulance Authority.

(b) The Board shall meet no less than annually 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/chief to manage a 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 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) Response time metrics shall be analyzed no less than monthly to determine the need for additional ambulances and staff to maintain agreed upon service levels.

(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 \$6.06 per capita based on the 2010 Federal Census.
- (2) Washington County shall pay \$17.56 per capita for the unincorporated population of Washington County based on the 2010 Federal Census. Additionally, Washington County shall pay the amount of \$223,000, previously paid to Springdale Fire Department for ambulance coverage, to the Authority for a period of five years starting in January 2016 and ending in December 31, 2020.

	2010 Census	2016 payment
Farmington	5,974	\$36,202
Prairie Grove	4,380	\$26,543
Elkins	2,648	\$16,047
Elm Springs	1,535	\$9,302
Johnson	3,354	\$20,325
Goshen	1,071	\$6,490
Greenland	1,259	\$7,630
Lincoln	2,249	\$13,629
Winslow	391	\$2,369
Tontitown	2,460	\$14,908
West Fork	2,317	\$14,041
Fayetteville	73,580	\$445,895
County-Rural	38,142	\$669,774
County SFD		\$223,000
	139,360	\$1,506,155

(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 who are parties 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.
- (i) In addition to the per capita payments, the County, Elm Springs, Johnson and Tontitown agree to pay the below agreed upon cost of financing the additional ambulance and equipment financed by the Authority to begin coverage for the area previously covered by the City of Springdale:

Ambulance and Equipment Costs

Financing the ambulance and equipment starting in 2016 over a five-year period will result in an estimated payment of \$4,500 per month.

The following table reflects each party’s contribution for the ambulance and equipment financing based on per capita percent of total.

EXPANDED COVERAGE 2016

Ambulance & Equipment Purchase Agreement

	<i>CENSUS</i>		<i>MTHLY</i>		<i>YEARLY</i>		<i>5 YEAR</i>
ELM SPRINGS	1,535	\$	562	\$	6,748	\$	33,742
JOHNSON	1828	\$	670	\$	8,036	\$	40,182
TONTITOWN	2460	\$	901	\$	10,815	\$	54,075
COUNTY	6460	\$	2,367	\$	28,400	\$	142,001
	12,283	\$	4,500	\$	54,000	\$	270,000

ARTICLE 4. TERM.

This initial term of this Agreement shall be from January 1, 2016 at 12:00 a.m. (midnight) through December 31, 2020 at 11:59 p.m. 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, 2020. All parties agree to consider the effects of the 2020 Decennial Federal Census, as well as future censuses 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, 2025 unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2025. 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 pro-rata portion of the year.

ARTICLE 5. CONTINUATION OF OWNERSHIP OF EQUIPMENT BELONGING TO AND OPERATION OF WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY.

Property currently owned by WCRAA and all other property and resources of the 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. It is the intent of all parties that WCRAA's current operations, administration, policies, practices and procedures as they now exist shall continue for the length of this Agreement. Furthermore, it is the intent of all parties that all legal obligations of and rights now belonging to the WCRAA shall continue to bind or inure to the benefit of, as the case may be, the WCRAA during the length of this Agreement. The WCRAA shall continue to exist as a corporate body as it has since the first Interlocal Agreement forming the WCRAA, with the sole exception that the Cities of Elm Springs and Tontitown shall become full members of the WCRAA upon execution of this Agreement and while they honor their obligations hereunder, as any other participating entity. This Agreement shall be construed to effectuate this intent.

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 \$6.06 per capita due to the increased number of calls generated within their city limits. The County contributes at \$17.56 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 the initial 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.

Signed this ____ day of _____, 2015.

**CITY OF
TONTITOWN, ARKANSAS**

By: _____
Paul Colvin, Mayor

ATTEST:

By: *Rhonda Ardemagni*
Rhonda Ardemagni, Deputy Recorder