

AGREEMENT
FOR CONTINUATION OF AMBULANCE SERVICES THROUGH THE WASHINGTON
COUNTY REGIONAL AMBULANCE AUTHORITY

THIS INTERLOCAL AGREEMENT FOR CONTINUATION OF AMBULANCE SERVICES THROUGH 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, said Authority should consist of representatives of all of the above-named Cities and the County; and,

WHEREAS, all parties agree that subsidies will be based on the Northwest Arkansas Regional Planning Commission annual population estimates, the geographic area of each named City and the County unincorporated area, and the most recent full year’s call time data for each participating entity.

WHEREAS, the Agreement for Continuation of Ambulance Services and Membership in the WCRAA is set to renew on its own terms on December 31, 2030 unless a party to that Original Agreement notifies the other parties of its intent to withdraw by September 1, 2030; and

WHEREAS, all parties agree to review population accuracy and financial position of the WCRAA on an annual basis at the end of the second quarter each year to maintain appropriate funding for the ambulance service to serve the residents of the named Cities and the County; and,

WHEREAS, all parties intend for the WCRAA to continue in operation and administration beyond said December 31, 2030 renewal, with the WCRAA continuing to exist as it does today; 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 each of their respective cities, for the cities, and in the unincorporated areas of Washington County for the County, and (b) continued participation in the WCRAA; and

WHEREAS, all parties acknowledge that the continuation 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) Two County appointees who shall reside in the service area and who shall be appointed by the County Judge and affirmed by the Quorum Court;
- (2) The Fayetteville City appointee who shall be appointed by the Mayor and confirmed by the City Council;
- (3) A second Fayetteville appointee (Both City 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 who shall be chosen by the board members of the aforesaid cities, excluding the City of Fayetteville;
- (5) A hospital representative who shall reside in the service area to be chosen by the County appointees, the Fayetteville appointees, and the small city appointee.
- (6) A representative of the financial community residing in the service area to be chosen by the County appointees, 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 will have the powers:
 - (1) To provide advanced and basic life support emergency ambulance service, medical standbys and Mobile Integrated Health-Community Paramedicine (MIH-CP) 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 (county-wide) 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 and or non-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 purchase, 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 on three equally weighted factors:
 - (1) The current year’s population projection by NWA Regional Planning Commission beginning January 1, 2026.
 - (2) The most recent full year’s call-times for each City and the County unincorporated area.
 - (3) The coverage area in total square miles for each City and the County unincorporated area.

Washington County Regional Ambulance Authority-Interlocal Agreement 2026-2030								
City	NWAPC Population Estimates					Sq Mile	Call Times	Subsidy
	2026	2027	2028	2029	2030		2024	2026
Elkins	4,202	4,294	4,388	4,483	4,581	3.91	411	\$ 38,359
Elm Springs	2,787	2,859	2,933	3,009	3,086	5.99	60	\$ 21,667
Farmington	10,938	11,178	11,424	11,674	11,931	9.88	742	\$ 88,364
Fayetteville	106,330	107,965	109,625	111,311	113,022	55.80	18,906	\$ 1,216,622
Goshen	2,492	2,549	2,607	2,666	2,726	11.52	101	\$ 27,325
Greenland	1,381	1,457	1,538	1,623	1,713	4.05	172	\$ 16,699
Johnson	3,876	3,965	4,056	4,149	4,244	3.65	215	\$ 29,850
Lincoln	2,522	2,601	2,683	2,767	2,854	2.89	512	\$ 32,642
Prairie Grove	8,994	9,203	9,418	9,637	9,862	9.33	968	\$ 86,121
Tontitown	8,271	8,441	8,614	8,791	8,972	18.05	353	\$ 70,604
West Fork	2,525	2,615	2,707	2,803	2,902	3.73	279	\$ 25,583
Winslow	372	377	381	385	390	1.83	87	\$ 6,636
County Rural	36,933	37,158	37,373	37,578	37,771	771.39	4,368	\$ 1,120,355
Total	191,624	194,662	197,745	200,875	204,053	902.02	27,173	\$ 2,780,828

**Subsidy Based on Population, Sq Miles, & Call Time and will be updated six months prior to the beginning of the next calendar year*

Total Subsidy					
	2026	2027	2028	2029	2030
Total:	\$2,780,828	\$2,895,307	\$3,014,499	\$3,138,597	\$3,267,804

- (c) Except as stated above, no party to this Agreement may be financially obligated without the approval of its governing body.
- (d) All governing bodies who are parties to this Agreement must approve any increases in subsidy.
- (e) A percentage of these funds shall be set aside for replacement of capital items.
- (f) The ambulance service owned by or under contract with the Authority shall be required to provide, at no additional charge, (an) the Arkansas Department of Health 24 hour approved basic refresher course to all EMT certified firefighters that act as first responders with said ambulance service.
- (g) 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.

ARTICLE 4. TERM.

This initial term of this Agreement shall be from January 1, 2026 at 12:00 a.m. (midnight) through December 31, 2030 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, 2030. A second automatic renewal shall occur on December 31, 2030 unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2035.

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 subsidy 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 became full members of the WCRAA upon execution of THE AGREEMENT FOR CONTINUATION AND EXPANDED MEMBERSHIP IN THE WASHINGTON CONTY REGIONAL AMBULANCE AUTHORITY on November 19, 2015 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 response and transport services offered by the Authority, including management, supervision, mass gatherings, community events and Mobile Integrated Health-Community Paramedic (MIH-CP).

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

Subsidy: Government funds requested by the Authority to provide ambulance service with funding structure set forth by this Agreement based on geographic size, population, and call time generated within each respective area.

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 _____, 2025.

**CITY OF
FAYETTEVILLE, ARKANSAS**

By: _____
Molly Rawn, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk

Signed this ____ day of _____, 2025.

**CITY OF
ELKINS, ARKANSAS**

By: _____
Troy Reed, Mayor

ATTEST:

By: _____
Teresa Graves, City Clerk

Signed this ____ day of _____, 2025.

**CITY OF
GREENLAND, ARKANSAS**

By: _____
Jim Renfrow, Mayor

ATTEST:

By: _____
Misty McCard, City Recorder/Treasurer

Signed this ____ day of _____, 2025.

**CITY OF
LINCOLN, ARKANSAS**

By: _____
Doug Huchens, Mayor

ATTEST:

By: _____
Belinda Beasley, City Clerk

Signed this _____ day of _____, 2025.

**CITY OF
FARMINGTON, ARKANSAS**

By: _____
Ernie Penn, Mayor

ATTEST:

By: _____
Kelly Penn, City Clerk

Signed this ____ day of _____, 2025.

**CITY OF
PRAIRIE GROVE, ARKANSAS**

By: _____
David Faulk, Mayor

ATTEST:

By: _____
Melissa Dodson, City Clerk

Signed this _____ day of _____, 2025.

**CITY OF
WEST FORK, ARKANSAS**

By: _____
Heith Caudle, Mayor

ATTEST:

By: _____
Ann Upton, City Clerk

Signed this ____ day of _____, 2025.

**CITY OF
GOSHEN, ARKANSAS**

By: _____
Russell Stroud, Mayor

ATTEST:

By: _____
KaSeana Williams, Administrative & Finance Director

Signed this ____ day of _____, 2025.

**CITY OF
JOHNSON, ARKANSAS**

By: _____
Chris Keeney, Mayor

ATTEST:

By: _____
Jennifer Allen, City Clerk

Signed this _____ day of _____, 2025.

**CITY OF
WINSLOW, ARKANSAS**

By: _____
Randy Jarnagan, Mayor

ATTEST:

By: _____
Ann Malkie, Recorder/Treasurer

Signed this ____ day of _____, 2025.

**CITY OF
ELM SPRINGS, ARKANSAS**

By: _____
Harold Douthit, Mayor

ATTEST:

By: _____
Twila Taylor, City Clerk

Signed this ____ day of _____, 2025.

**CITY OF
TONTITOWN, ARKANSAS**

By: _____
Angela Russell, Mayor

ATTEST:

By: _____
Rhonda Ardemagni, City Clerk/Treasurer

Signed this ____ day of _____, 2025.

WASHINGTON COUNTY, ARKANSAS

By: _____
Patrick Deakins, County Judge

ATTEST:

By: _____
Becky Lewallen, County Clerk

Signed this ____ day of _____, 2025.

WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY

By: _____
Steve Harrison, Chief

By: _____
Ernie Penn, Chairman of the Board