

**ORDINANCE NO. 95**

**AN ORDINANCE TO AMEND ORDINANCE NO. 79; AN ORDINANCE APPROVING AN INTER-LOCAL AGREEMENT FOR AMBULANCE SERVICES ("AGREEMENT") BETWEEN WASHINGTON COUNTY, ARKANSAS ("COUNTY") AND THE CITIES OF ELKINS, FARMINGTON, FAYETTEVILLE, GOSHEN, GREENLAND, LINCOLN, PRAIRIE GROVE, WEST FORK, WINSLOW AND JOHNSON ("CITIES"); AND TO ESTABLISH THE AMBULANCE AUTHORITY AND CENTRAL EMERGENCY MEDICAL SERVICES AS THE EXCLUSIVE EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICE WITHIN THE CITIES, AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Goshen adopted Ordinance 79 on April 8, 2008, and thereby approved an inter-local agreement for ambulance services between Washington County, Arkansas and the cities of Elkins, Farmington, Fayetteville, Goshen, Greenland, Lincoln, Prairie Grove, West Fork, Winslow and Johnson, which established the ambulance authority and central emergency medical services as the exclusive emergency and non-emergency ambulance service within the cities; and

WHEREAS, Ordinance 79 authorized the Mayor to sign the Agreement, and designated the Ambulance Authority created by the Agreement to operate Central Emergency Medical Services as the exclusive emergency and non-emergency ambulance services provider throughout Goshen and every other city which is a party to the Agreement as broadly as authorized in A.C.A. § 14-266-102 and 105; and

WHEREAS, the Agreement, approved by Ordinance 79, had a provision which called for review of the Agreement following the 2010 Census and as a result a First Amendment has been proposed and requires the approval of all the signatories, including the City of Goshen; and

WHEREAS, the City Council finds that it will be necessary from time to time for the City and the other signatories to add additional terms to the inter-local agreement as may be approved by the City Council; and

WHEREAS, the City Council finds that it is the desire of the City to authorize the Mayor to sign any and all documents pertaining to the inter-local agreement for ambulance services, including the amendment that is currently proposed and such other amendments as may be proposed in the future and then approved by resolution, either oral or written, of the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GOSHEN, ARKANSAS:

SECTION 1. That First Amendment to the Inter-local Agreement is hereby approved as being consistent with Ordinance 79; and, in furtherance thereof, the Mayor is hereby authorized to sign the First Amendment; that should any further amendments to the Inter-local Agreement

be presented to the City Council, such amendments may be approved by resolution, either oral or written, and once approved by resolution may be signed by the Mayor or other official designated by the City Council in the resolution granting approval, without the need to further amend either this Ordinance or Ordinance 79; and that Ordinance 79 is hereby amended consistent herewith.


PASSED AND APPROVED this 11th day of October, 2011.

  
\_\_\_\_\_  
Joe Benson, Mayor

ATTEST:

  
\_\_\_\_\_  
Sharon Baggett, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Charles Harwell, City Attorney

**ROLL CALL VOTE ADOPTING THE ORDINANCE**

Names Of Those Voting YEA

Andy Bethell  
Joshua Lockhart  
Richard Seddon  
Joe Benson, Mayor

Names Of Those Voting NAY

None

Absent

Brian Buell  
Paula Anderson

**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 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 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.



**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.

Joe Benson  
JOE BENSON, GOSHEN MAYOR

10/23/11  
DATE

Sharon Baggett  
SHARON BAGGETT, RECORDER/TREASURER

