

ORDINANCE NO. 79

AN ORDINANCE APPROVING AN INTERLOCAL 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, TO DECLARE AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, A.C.A. § 14-14-910 and A.C.A. §14-266-101 et. seq. authorize cities and counties to enter into contracts to cooperate or join with each other to provide services; such 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 and § 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; and,

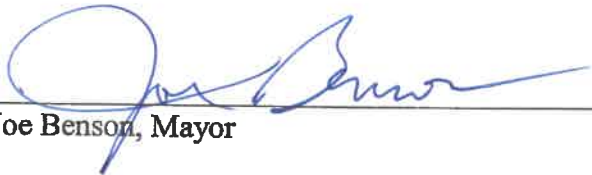
WHEREAS, in order to save taxpayer money and to reduce the need for taxpayer revenue to subsidize the furnishing of emergency ambulance service to our citizens, the Ambulance Authority and CEMS should be designated the exclusive provider of emergency and non-emergency ambulance service within all cities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

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

ARTICLE 1. That the City Council of the City of Goshen, Arkansas, hereby approves the Interlocal Agreement for Ambulance Services attached as Exhibit A, authorizes the Mayor to

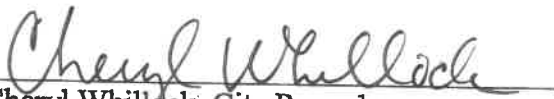
sign this agreement, and designates the Ambulance Authority created by this agreement to operate Central Emergency Medical Services as the exclusive emergency and non-emergency ambulance services provider throughout Goshen and every other city which is a party to this agreement as broadly as authorized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

ARTICLE 2. EMERGENCY CLAUSE: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore, an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.



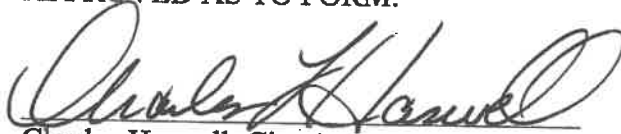
Joe Benson, Mayor

ATTEST:



Cheryl Whillock, City Recorder

APPROVED AS TO FORM:



Charles Harwell, City Attorney

ROLL CALL VOTE ADOPTING THE ORDINANCE

Names Of Those Voting YEA

Paula Anderson
Andy Bethell
Dr. Brian Buell
May Poye
J.J. Lockhart

Names Of Those Voting NAY

Absent

Jamie Boyd

ROLL CALL VOTE ADOPTING THE EMERGENCY CLAUSE

Names Of Those Voting YEA

Paula Anderson
Andy Bethell
Dr. Brian Buell
May Poye
J.J. Lockhart

Names Of Those Voting NAY

Absent

Jamie Boyd

CERTIFICATION

I, Charles L. Harwell, certify that I am the City Attorney for the City of Goshen; that I am the person authorized to certify documents from the official records of the City of Goshen; that on April 8, 2008, at the regularly scheduled meeting of the City Council of Goshen, the attached Ordinance No. 79 was first read as required by statute; that the second and third reading was, by separate motion, adopted by a vote of five alderman in favor, with none opposed, waived on April 8, 2008; that the ordinance was adopted on April 8, 2008, by motion made and duly seconded, by a vote of five alderman in favor, with none opposed; and that upon separate motion made, seconded and passed by vote of five alderman in favor and none opposed, on April 8, 2008, the emergency clause was adopted; that subsequently, the ordinance was posted in five public places within the City of Goshen and, therefore is, by law, considered effective; and that said ordinance, having properly adopted and now effective, is officially part of the records of the City of Goshen.



Charles L. Harwell

Ord. # 79

**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.

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(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 aforesaid 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.

EXHIBIT "A"

CITY OF FAYETTEVILLE
 CONTRACT FOR EMERGENCY MEDICAL TRANSPORT SERVICES

This Agreement is entered into on this 7th day of March, 2006 between the City of Fayetteville, hereinafter known as the "City" and Central Emergency Medical Service, hereinafter known as "CEMS," an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for an emergency ambulance service that operates within the city limits of Fayetteville to serve Fayetteville residents,

WHEREAS CEMS has developed an emergency ambulance service that operates within the City limits and serves Fayetteville residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and CEMS agree as follows:

1. This Agreement will begin on the date first written above.
2. CEMS agrees to develop, operate, and maintain an Advanced Life Support (ALS) Emergency Ambulance Service that serves Fayetteville residents and respond to all emergency medical calls for service within the city limits of Fayetteville. This ALS service will be provided in conjunction with the Fayetteville Fire Department's emergency response units, with the Fayetteville Fire Department agreeing to provide Basic Life Support (BLS) Non-Transport Emergency Response Service. The Fayetteville Fire Department shall maintain control over the use of Fire Apparatus as First Response Units and CEMS shall maintain control over the use of Ambulances.
3. The Fayetteville Fire Department agrees to operate according to the established patient treatment protocols, as identified by the CEMS' Medical Director, from the time patient contact is made until the time the patient is removed from the incident scene and transported, via ALS Ambulance, to recognized medical treatment facility or hospital, or until CEMS personnel determine the call is a no-transport.
4. CEMS agrees to provide written quarterly and annual reports to the City's Project Coordinator describing the activities undertaken during the preceding period and also to report on the following performance measures: Number of calls responded to, average response time for these calls, type of patient service provided for each response. (Whether the patient accepted or declined care). The parameters for calculating the average response time will be from the time the call is verified at the CEMS medical communication center until arrival at the incident location by the first arriving transporting Ambulance. "Time call is verified" shall be the moment the communication center personnel receive both sufficient location information to know where a response is required and sufficient information to determine the presumptive run priority designation. "Arrival at incident location" means the moment an ambulance crew notifies the medical communication center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous material/violent crime incidents or non-secured scenes), arrival at the scene shall be the time the ambulance arrives at the designated staging location. The quarterly reports are to be submitted to the Project Coordinator by April 15, July 15, October 15, and January 15 for the preceding calendar quarter. The data used to compile these reports will include only those calls for service within the corporate city limits of the City of Fayetteville, Arkansas and will be reported for the current quarter, current year-to-date, and prior year-to-date.
5. CEMS commits to maintaining an average response time not to exceed eight (8) minutes within the City of Fayetteville's corporate limits for the duration of this contract.
6. CEMS agrees to make both financial and response data records available for review by the Project Coordinator and the City's Internal Auditor as requested, and to provide the City with an annual audit performed by a certified public accountant licensed by the State of Arkansas. CEMS agrees to comply with

Exhibit A

the Arkansas Freedom of Information Act as applicable. Requests for records shall follow compliance requirements of the Health Insurance Portability and Accountability Act (HIPAA).

7. For the purposes of this Agreement, the Project Coordinator for the City will be the City Fire Chief or his/her designee. The Project Coordinator for CEMS will be CEMS Administrator Tony Hickerson or his successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and CEMS.
8. The term of performance for this agreement will expire December 31, 2008, subject to approval of an annual City budget containing funding for the service. The City agrees to pay and CEMS agrees to accept, as payment in full for its services, the annual amount of \$250,000.00 in twelve (12) monthly installments of \$20,833.00. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year. If the Public Utility Model is accepted and instituted for this service, this contract will automatically terminate upon the effective date of the Public Utility Model.
9. CEMS will hold harmless, defend, and indemnify the City, from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.
10. CEMS must provide and maintain in force, at all times during the term of the contract, insurance for worker's compensation as provided by state statute, commercial general liability, and vehicle liability. Such policies will be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are \$1,000,000.
11. For any work sublet, CEMS will require the subcontractor to provide similar worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under workers' compensation insurance, CEMS will provide and will cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected. A certificate of insurance addressed to the City listing the above coverage amounts is to be submitted with contract approval. The premiums for all insurance required herein will be paid by CEMS.
12. CEMS and the City agree to establish a standing Emergency Medical Services (EMS) Workgroup. This EMS Workgroup shall consist of three (3) representatives from CEMS; three (3) representatives from the Fayetteville Fire Department; and two (2) representatives from the Fayetteville Police Department's Central Dispatching Office. This Workgroup will meet to discuss the coordination of services, facilitate the exchange of ideas to enhance the quality of service being provided and develop a problem-solving mechanism. This Workgroup shall meet as requested by any member of the Workgroup, but not less than once per quarter during the calendar year.
13. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

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

Fayetteville Fire Dept.
Tony Johnson,
Fire Chief
303 W. Center St.
Fayetteville, AR 72701

CEMS
Tony Hickerson,
Administrator
645 S School Ave
Fayetteville, AR 72701

16. Neither party may assign any of its rights or obligations under this agreement, without the express written consent of the other. Nor shall this agreement be construed to bestow any rights or benefits upon anyone other than the City and CEMS.
17. It is agreed and understood that the failure of either party to invoke any of the available remedies under this contract or under law in the event of one or more breaches or defaults by the other shall not be construed as

Exhibit A

a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

18. This contract contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. No modification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City and CEMS. This contract supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This contract may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. Each paragraph of this contract is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.
20. This contract shall be interpreted according to and enforced under the laws of the State of Arkansas. The parties further agree that any litigation arising from this contractual relationship shall be commenced in either the Circuit Court of Washington County, Arkansas, or the United States District Court for the Western District of Arkansas, Fayetteville Division. The parties hereby submit to the personal jurisdiction of said courts, and waive any objections to venue in said courts.
21. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated _____ confirming the 501(c)(3) tax exempt status of the Central Emergency Medical Service.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Central Emergency Medical Services, Inc.

By: 
TONY HICKERSON, Administrator

City of Fayetteville, Arkansas

By: 
DAN COODY, Mayor

ATTEST:

By: 
SONDRA SMITH, City Clerk

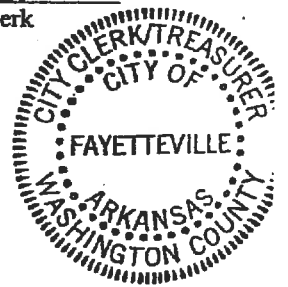


Exhibit A

Signed this ____ day of _____, 2008.

**CITY OF
FAYETTEVILLE, ARKANSAS**

By: *Dan Coody*
DAN COODY, Mayor

ATTEST:

By: *Sondra E. Smith*
Sondra E. Smith, City Clerk/Treasurer



SIGNED THIS 18th DAY OF April, 2008.

CITY OF
ELKINS, ARKANSAS

BY: Jack Ladyman
JACK LADYMAN, MAYOR

ATTEST:

BY: [Signature]
ELKINS CITY CLERK

SIGNED THIS 14th DAY OF April, 2008.

CITY OF
GREENLAND, ARKANSAS

BY:



JOHN GRAY, MAYOR

ATTEST:

BY:



DONNA CHEEVERS, RECORDER/TREASURER

Rob Hulse
Rob Hulse, Lincoln Mayor

3-10-08
Date

Buy Carter
Lincoln City Clerk

3-10-08
Date

SIGNED THIS 14TH DAY OF APRIL, 2008.

CITY OF
FARMINGTON, ARKANSAS

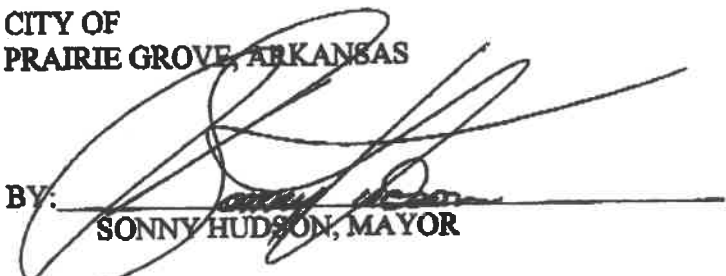
BY: Ernie Penn
ERNIE PENN, MAYOR

ATTEST:

BY: Kelly S. Thomas
FARMINGTON CITY CLERK

SIGNED THIS 21st DAY OF April, 2008.

CITY OF
PRAIRIE GROVE, ARKANSAS

BY: 
SONNY HUDSON, MAYOR

ATTEST:

BY: 
CAROL PAIR, CITY CLERK

SIGNED THIS 8th DAY OF April, 2008.

CITY OF
WEST FORK, ARKANSAS

BY: 
JEFF BAKER, MAYOR

ATTEST:

BY: 
PAULA CAUDLE, CITY CLERK



SIGNED THIS 8th DAY OF April, 2008.

CITY OF
GOSHEN, ARKANSAS

BY: 
JOE BENSON, MAYOR

ATTEST:

BY: 
CHERYL WHILLOCK, RECORDER/TREASURER

SIGNED THIS 8th DAY OF April, 2008.

CITY OF
JOHNSON, ARKANSAS


BY: Lonnie Barron
LONNIE BARRON, MAYOR

ATTEST:

BY: [Signature]
JOHNSON CITY CLERK Recorder/Treasurer

SIGNED THIS 14th DAY OF April, 2008.

CITY OF
WINSLOW, ARKANSAS

BY: 
RANDY JARNAGAN, MAYOR

ATTEST:

BY: 
MARY BROMLEY, CITY CLERK

SIGNED THIS 21st DAY OF MARCH, 2008.

WASHINGTON COUNTY, ARKANSAS

BY: 
JERRY HUNTON, COUNTY JUDGE

ATTEST:

BY: 
KAREN COMBS PRITCHARD, COUNTY CLERK


3-21-08

CERTIFICATE OF RECORD

City of Fayetteville }
State of Arkansas } ss.

I, Sondra E. Smith, City Clerk/Treasurer for the City of Fayetteville, do hereby certify that the foregoing instrument is a true and correct copy of the original filed in my office on the 18th day of March, 2008. Witness my hand and seal this 21st day of March, 2008.

FAYETTEVILLE

Sondra E. Smith
Sondra E. Smith, City Clerk/Treasurer

RESOLUTION NO. 68-08

1 page

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 18th day of March, 2008.

APPROVED:

ATTEST:

By: Dan Coody
DAN COODY, Mayor

By: Sondra E. Smith
SONDRA E. SMITH, City Clerk/Treasurer



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ELKINS

ORDINANCE NO. ~~2998~~ _____

04-03-2008

**BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF ELKINS,
STATE OF ARKANSAS, AN ORDINANCE
TO BE ENTITLED:**

**AN EMERGENCY ORDINANCE APPROVING AN
INTERLOCAL 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.**

WHEREAS, A.C.A. §14-14-910 and A.C.A. § 14-266-101 et. seq. authorize cities and counties to enter into contracts to co-operate or join with each other to provide services; such 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 and §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, 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 party to this agreement.

04-24-08:03:48PM;

3/ 3

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

ARTICLE 1. That the City Council of the City of Elkins, Arkansas, hereby approves the Interlocal Agreement For Ambulance Services attached as Exhibit A, authorizes the Mayor 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 Elkins and every other city which is a party to this agreement as broadly as authorized in A.C.A. §14-266-102 and 105.

ARTICLE 2. Emergency Clause: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.



JACK LADYMAN, ELKINS MAYOR

04-17-2008
DATE



ELKINS CITY CLERK

GREENLAND

ORDINANCE NO. 2008-265

BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF GREENLAND,
STATE OF ARKANSAS, AN ORDINANCE
TO BE ENTITLED:

AN EMERGENCY ORDINANCE APPROVING AN
INTERLOCAL 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.

WHEREAS, A.C.A. §14-14-910 and A.C.A. § 14-266-101 et. seq. authorize cities and counties to enter into contracts to co-operate or join with each other to provide services; such 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 and §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, 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 party to this agreement.

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

ARTICLE 1. That the City Council of the City of Greenland, Arkansas, hereby approves the Interlocal Agreement For Ambulance Services attached as Exhibit A, authorizes the Mayor 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 Greenland and every other city which is a party to this agreement as broadly as authorized in A.C.A. §14-266-102 and 105.

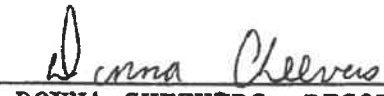
ARTICLE 2. Emergency Clause: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.



JOHN GRAY, GREENLAND MAYOR

4-14-08

DATE



DONNA CHEEVERS, RECORDER/TREASURER

ORDINANCE NO. 2008-06

AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WASHINGTON COUNTY AND OTHER CITIES FOR THE CREATION OF AN AMBULANCE AUTHORITY AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, ARKANSAS, THAT:

Section One: Title. This Ordinance shall be known as the Washington County Regional Ambulance Authority Interlocal Agreement Ordinance.

Section Two: Parties. The proposed parties to the Interlocal Agreement are Washington County and the Cities of Elkins, Farmington, Fayetteville, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, West Fork and Winslow.

Section Three: Authorization. A.C.A. §§14-14-910, 14-266-101 *et seq.*, and 25-20-101 *et seq.* authorize cities and counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties.

Section Four: Need for Interlocal Agreement. 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 county and the parties mutually agree that the creation of an Ambulance Authority or similar entity as provided for in A.C.A. §§14-14-910, 14-266-101 *et seq.*, and 25-20-101 *et seq.* is in the best long-term interests of the parties.

Section Five: Interlocal Agreement Attached. The attached Interlocal Agreement provides for the formation of an Ambulance Authority pursuant to Arkansas law, and provides all parties, including the City of Lincoln, with a representative on the governing board of such authority. The attached Interlocal Agreement is hereby incorporated herein as if set forth word-for-word.

Section Six: Officials Authorized to Sign Agreement. The Mayor and Clerk/Treasurer are hereby authorized to sign the Interlocal Agreement to bind the City to the terms of such agreement. The Mayor and Clerk-Treasurer are further authorized to take such steps as are necessary and incident to its implementation.

Section Seven: Effective Date. This Ordinance shall become effective immediately upon its adoption, an emergency being declared to exist.

Section Eight: Repealing Clause. Ordinances or parts thereof in force at the time that this ordinance shall take effect that are in conflict herewith, are hereby repealed, including Ordinance 2007-14.

Section Nine: Saving Clause. Nothing herein shall be deemed to affect any rights or obligations existing at the time of the passage of this ordinance.

Section Ten: Severability Clause. In the event any portion of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

Section Eleven: Emergency Clause. The City Council expressly finds, as a matter of fact, that: emergency and non-emergency ambulance service is critical to the health and well-being of its citizens; that the attached inter-local agreement for ambulance service is in the best interests of the citizens of Lincoln; and for these factual reasons an emergency exists and this ordinance should be in full force and effect immediately upon its date of passage and publication.

Approved this 14th day of April, 2008.


Rob Hulse, Mayor

(Attest)


Becky Carter, Clerk-Treasurer

ORDINANCE NO. 2008-04

BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF FARMINGTON,
STATE OF ARKANSAS, AN ORDINANCE
TO BE ENTITLED:

AN EMERGENCY ORDINANCE APPROVING AN
INTERLOCAL 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.

WHEREAS, A.C.A. §14-14-910 and A.C.A. § 14-266-101 et. seq. authorize cities and counties to enter into contracts to co-operate or join with each other to provide services; such 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 and §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, 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 party to this agreement.

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

ARTICLE 1. That the City Council of the City of Farmington, Arkansas, hereby approves the Interlocal Agreement For Ambulance Services attached as Exhibit A, authorizes the Mayor 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 Farmington and every other city which is a party to this agreement as broadly as authorized in A.C.A. §14-266-102 and 105.

ARTICLE 2. Emergency Clause: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.



ERNIE PENN, FARMINGTON MAYOR



DATE



FARMINGTON CITY CLERK

ORDINANCE NO. 2008-7

AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WASHINGTON COUNTY AND OTHER CITIES FOR THE CREATION OF AN AMBULANCE AUTHORITY AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE GROVE, ARKANSAS, THAT:

Section One: Title. This Ordinance shall be known as the Washington County Regional Ambulance Authority Interlocal Agreement Ordinance.

Section Two: Parties. The proposed parties to the Interlocal Agreement are Washington County and the Cities of Elkins, Farmington, Fayetteville, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, West Fork and Winslow.

Section Three: Authorization. A.C.A. §§14-14-910, 14-266-101 *et seq.*, and 25-20-101 *et seq.* authorize cities and counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties.

Section Four: Need for Interlocal Agreement. 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 county and the parties mutually agree that the creation of an Ambulance Authority or similar entity as provided for in A.C.A. §§14-14-910, 14-266-101 *et seq.*, and 25-20-101 *et seq.* is in the best long-term interests of the parties.

Section Five: Interlocal Agreement Attached. The attached Interlocal Agreement provides for the formation of an Ambulance Authority pursuant to Arkansas law, and provides all parties, including the City of Prairie Grove, with a representative on the

governing board of such authority. The attached Interlocal Agreement is hereby incorporated herein as if set forth word-for-word.

Section Six: Officials Authorized to Sign Agreement. The Mayor and Clerk/Treasurer are hereby authorized to sign the Interlocal Agreement to bind the City to the terms of such agreement. The Mayor and Clerk-Treasurer are further authorized to take such steps as are necessary and incident to its implementation.

Section Seven: Effective Date. This Ordinance shall become effective immediately upon its adoption, an emergency being declared to exist.

Section Eight: Repealing Clause. Ordinances or parts thereof in force at the time that this ordinance shall take effect that are in conflict herewith, are hereby repealed, including Ordinance 2007-25.

Section Nine: Saving Clause. Nothing herein shall be deemed to affect any rights or obligations existing at the time of the passage of this ordinance.

Section Ten: Severability Clause. In the event any portion of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

Section Eleven: Emergency Clause. The City Council expressly finds, as a matter of fact, that: emergency and non-emergency ambulance service is critical to the health and well-being of its citizens; that the attached inter-local agreement for ambulance service is in the best interests of the citizens of Prairie Grove; and for these factual reasons an emergency exists and this ordinance should be in full force and effect immediately upon its date of passage and publication.

Approved this ^{24th} 22nd day of April, 2008.


Charles (Sonny) Hudson, Mayor

(Attest)


Carol L. Pair, Clerk-Treasurer

ORDINANCE NO. 2008- 398

**BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF WEST FORK,
STATE OF ARKANSAS, AN ORDINANCE
TO BE ENTITLED:**

**AN EMERGENCY ORDINANCE APPROVING AN
INTERLOCAL 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.**

WHEREAS, A.C.A. §14-14-910 and A.C.A. § 14-266-101 et. seq. authorize cities and counties to enter into contracts to co-operate or join with each other to provide services; such 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 and §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, 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 party to this agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST FORK, ARKANSAS:

ARTICLE 1. That the City Council of the City of West Fork, Arkansas, hereby approves the Interlocal Agreement For Ambulance Services attached as Exhibit A, authorizes the Mayor 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 West Fork and every other city which is a party to this agreement as broadly as authorized in A.C.A. §14-266-102 and 105.

ARTICLE 2. Emergency Clause: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.



JEFF BAKER, WEST FORK MAYOR

4/8/08

DATE



PAULA CAUDLE, CITY CLERK

ORDINANCE NO. 79

AN ORDINANCE APPROVING AN INTERLOCAL 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, TO DECLARE AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, A.C.A. § 14-14-910 and A.C.A. §14-266-101 et. seq. authorize cities and counties to enter into contracts to cooperate or join with each other to provide services; such 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 and § 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; and,

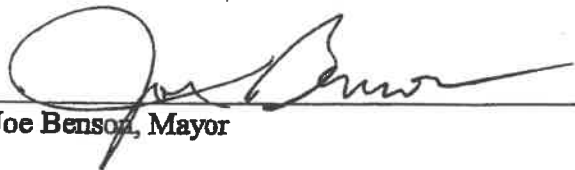
WHEREAS, in order to save taxpayer money and to reduce the need for taxpayer revenue to subsidize the furnishing of emergency ambulance service to our citizens, the Ambulance Authority and CEMS should be designated the exclusive provider of emergency and non-emergency ambulance service within all cities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

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

ARTICLE 1. That the City Council of the City of Goshen, Arkansas, hereby approves the Interlocal Agreement for Ambulance Services attached as Exhibit A, authorizes the Mayor 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 Goshen and every other city which is a party to this agreement as broadly as authorized in A.C.A. § 14-266-102 and 105.

ARTICLE 2. EMERGENCY CLAUSE: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore, an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.




Joe Benson, Mayor

ATTEST:



Cheryl Whillcock, City Recorder

APPROVED AS TO FORM:



Charles Harwell, City Attorney

ROLL CALL VOTE ADOPTING THE ORDINANCE

Names Of Those Voting YEA

**Paula Anderson
Andy Bethell
Dr. Brian Buell
May Poye
J.J. Lockhart**

Names Of Those Voting NAY

Absent

Jamie Boyd

ROLL CALL VOTE ADOPTING THE EMERGENCY CLAUSE

Names Of Those Voting YEA

**Paula Anderson
Andy Bethell
Dr. Brian Buell
May Poye
J.J. Lockhart**

Names Of Those Voting NAY

Absent

Jamie Boyd

ORDINANCE NO. 2008- 03

BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF JOHNSON,
STATE OF ARKANSAS, AN ORDINANCE
TO BE ENTITLED:

AN EMERGENCY ORDINANCE APPROVING AN
INTERLOCAL 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.

WHEREAS, A.C.A. §14-14-910 and A.C.A. § 14-266-101 et. seq. authorize cities and counties to enter into contracts to co-operate or join with each other to provide services; such 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 and §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,

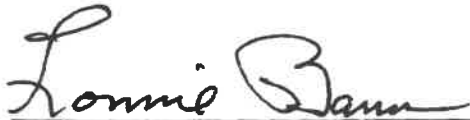
WHEREAS, all parties acknowledge that the formation of such an Authority will demand close and continued cooperation of all parties, and,

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 party to this agreement.

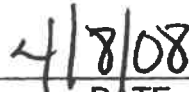
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JOHNSON, ARKANSAS:

ARTICLE 1. That the City Council of the City of Johnson, Arkansas, hereby approves the Interlocal Agreement For Ambulance Services attached as Exhibit A, authorizes the Mayor 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 Johnson and every other city which is a party to this agreement as broadly as authorized in A.C.A. §14-266-102 and 105.

ARTICLE 2. Emergency Clause: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.



LONNIE BARRON, JOHNSON MAYOR



DATE



JOHNSON CITY CLERK Recorder-Treasurer

Resolution
~~ORDINANCE NO. 2008-4-03~~

**BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF WINSLOW,
STATE OF ARKANSAS, AN ORDINANCE
TO BE ENTITLED:**

**AN EMERGENCY ORDINANCE APPROVING AN
INTERLOCAL 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.**

WHEREAS, A.C.A. §14-14-910 and A.C.A. § 14-266-101 et. seq. authorize cities and counties to enter into contracts to co-operate or join with each other to provide services; such 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 and §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, 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 party to this agreement.

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

ARTICLE 1. That the City Council of the City of Winslow, Arkansas, hereby approves the Interlocal Agreement For Ambulance Services attached as Exhibit A, authorizes the Mayor 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 Winslow and every other city which is a party to this agreement as broadly as authorized in A.C.A. §14-266-102 and 105.

ARTICLE 2. Emergency Clause: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.



RANDY JARNAGAN, WINSLOW MAYOR

April 14, 2008

DATE



MARY BROMLEY, CITY CLERK

ORDINANCE NO. 2007-66

2007 NOV 13 PM 2:55
FBI
REC'D
CLERK
WASHINGTON COUNTY

BE IT ORDAINED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN EMERGENCY ORDINANCE APPROVING AN INTERLOCAL 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").

WHEREAS, A.C.A. §14-14-910 and A.C.A. § 14-266-101 et. seq. authorize cities and counties to enter into contracts to co-operate or join with each other to provide services; such 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 and §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, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. That said interlocal agreement is approved and the County Judge is authorized to sign such.

ARTICLE 2. Emergency Clause: It is hereby determined that it is in Washington County's best interest for this contract to be authorized, and the general welfare of the citizens are affected by such in that the provision of emergency services by a regional, publicly owned entity is critical to the viability and quality of emergency services in Washington County and the cities therein due to the ability to control cost; therefore an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.


JERRY HUNTON, County Judge

11-9-07
DATE


KAREN COMBS PRITCHARD, County Clerk

Sponsor: Joe Patterson
Date of Passage: November 8, 2007
Votes For: 11 Votes Against: 1
Abstention: 0 Absent: 1