

**City of Fayetteville Staff Review Form**

**2020-1187**

\_\_\_\_\_  
Legistar File ID

**1/19/2021**

\_\_\_\_\_  
City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Hardin

12/31/2020

FIRE (300)

\_\_\_\_\_  
**Submitted By**

\_\_\_\_\_  
**Submitted Date**

\_\_\_\_\_  
**Division / Department**

**Action Recommendation:**

Staff recommends approving The Interlocal Agreement for Continuation of Ambulance Services and for Membership in the Washington County Regional Ambulance Authority. This new agreement provides for participating cities to pay \$6.06 per capita based on the prior year's projection by the NWA Council and for Washington County to pay \$17.56 per capita for the unincorporated population based on the NWA Council Population Projections throughout the five-year term of renewal (2021-2025).

**Budget Impact:**

Account Number	Fund
Project Number	Project Title
Budgeted Item? <u>NA</u>	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? <u>NA</u>	Item Cost
Budget Adjustment Attached? <u>NA</u>	Budget Adjustment
	Remaining Budget \$ -

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** 221-15 V20180321

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

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

**Comments:**



**MEETING OF JANUARY 19, 2021**

**TO:** Mayor and City Council

**FROM:** Brad Hardin, Fire Chief

**DATE:** December 31, 2020

**SUBJECT:** A resolution approving The Interlocal Agreement for Continuation of Ambulance Services and for Membership in the Washington County Regional Ambulance Authority by and with the City of Fayetteville, Washington County, Elkins, Elm Springs, Farmington, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, Tontitown, West Fork, and Winslow for emergency and non-emergency ambulance services.

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**RECOMMENDATION:**

Staff recommends approving The Interlocal Agreement for Continuation of Ambulance Services and for Membership in the Washington County Regional Ambulance Authority. This new agreement provides for participating cities to pay \$6.06 per capita based on the prior year's projection by the NWA Council and for Washington County to pay \$17.56 per capita for the unincorporated population based on the NWA Council Population Projections throughout the five-year term of renewal (2021-2025).

**BACKGROUND:**

City Council approved Res. 68-08 on March 18, 2008, approving an Interlocal Agreement for Ambulance Services with the City of Fayetteville, Washington County, Elkins, Farmington, Goshen, Greenland, Lincoln, Prairie Grove, West Fork, Winslow, and Johnson and to establish the Ambulance Authority and Central Emergency Medical Services as the exclusive emergency and non-emergency ambulance service within the cities. This agreement was amended and approved by City Council through Res. 202-11 on November 15, 2011.

**DISCUSSION:**

The current Interlocal Agreement was approved in December 1, 2015 by Council via Res. 221-15 which added Elm Springs and Tontitown and changed the payment amounts paid by each city and the county.

**BUDGET/STAFF IMPACT:**

Approval of the proposed new Interlocal Agreement for Ambulance Services (2021-2025) will result in the current \$445,895 annual subsidy to increase. This increase is due to the payment requirement of \$6.06 per capita based on the prior year's population projection by the NWA Council. This new agreement reflects the following future subsidy amounts: 2021- \$540,951 2022- \$554,943 2023- \$563,545 2024- \$572,336 2025- \$581,264. Funds for ambulance services are included each year in the Annual Budget and Work Program. 2021 Funds were approved by City Council in the 2021 Budget and Work Program on November 17, 2020 (Resolution 295-20).

**Attachments:**

Agreement for Continuation of Ambulance Services

City of Fayetteville, Arkansas  
2021 Operating Budget  
Outside Agency Funding

	Actual 2019	Budgeted 2020	Estimated 2020	Budgeted 2021
<b>General Fund (1010):</b>				
Fayetteville Boys & Girls Club	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
Community Access Television (Your Media)	165,779	170,095	170,095	205,095
AAANWA (Senior Center)	103,887	109,080	109,080	109,080
Arkansas Air & Military Museum	23,600	26,000	26,000	26,000
7Hills Homeless Center	108,000	113,400	113,400	113,400
*NWA Regional Planning	51,506	51,506	51,506	51,506
*Central Emergency Medical Service	445,895	445,895	445,895	540,951
<b>Total General Fund</b>	<b>1,123,667</b>	<b>1,140,976</b>	<b>1,140,976</b>	<b>1,271,032</b>
<b>Street Fund (2100):</b>				
Ozark Regional Transit	\$ 486,608	\$ 532,228	\$ 532,228	\$ 514,348
Razorback Transit	260,000	273,000	273,000	273,000
<b>Total Street Fund</b>	<b>746,608</b>	<b>805,228</b>	<b>805,228</b>	<b>787,348</b>
<b>Total Outside Agency Funding</b>	<b>\$ 1,870,275</b>	<b>\$ 1,946,204</b>	<b>\$ 1,946,204</b>	<b>\$ 2,058,380</b>

\* These Outside Agencies Have Interlocal Governmental Agreements.

**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 to replace the population values and reference from the Decennial Federal Census to the Northwest Arkansas Council annual population estimate. The NWA Council annual estimate provides for smaller incremental changes to the parties’ subsidy contribution instead of potentially larger increases when done in ten (10) year increments; and,

**WHEREAS**, the Agreement for Continuation of Ambulance Services and for Expanded Membership in the WCRAA is set to renew on its own terms in December 31, 2020 unless a party to that Original Agreement notifies the other parties of its intent to withdraw by September 1, 2020; and

**WHEREAS**, all parties intend for the WCRAA to continue in operation and administration beyond said December 31, 2020 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) The County appointee who shall reside in the unincorporated service area.
- (2) The Fayetteville City Council appointee;
- (3) A second Fayetteville appointee (Both City Council appointees shall serve at the pleasure of the City Council and can be removed and replaced by different representatives by City Council Resolution.);
- (4) A small city appointee to be chosen by the aforestated 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 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 and non-emergency (within the cities only) ambulance service;
- (6) To enter into mutual aid and automatic aid Agreements with neighboring ambulance services for emergency services;
- (7) Comprehensive regulatory powers over the ambulance system performance;
- (8) Ownership of or access to key components of the system infrastructure;
- (9) Centralize medical direction and clinical oversight of the ambulance system to the extent deemed necessary;
- (10) To promulgate rules and regulations to further effectuate the purposes of this Agreement;
- (11) To own and dispose of real and personal property;
- (12) To adopt and oversee comprehensive system performance on an annual basis to include periodic revisions to comply with emerging technologies and changes in clinical and operational standards.

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

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

(1) Response time metrics shall be analyzed no less than monthly to determine the need for additional ambulances and staff to maintain agreed upon service levels.

(2) Reporting Requirements.

(A) Fayetteville. On the third Tuesday of July each year, the Washington County Regional Ambulance Authority by the two Fayetteville representatives on the Executive Committee shall appear before the Fayetteville City Council to present:

(i) The written annual, audited report of the previous year's financial and response data reports;

(ii) A written report of the financial and response data for the first half of the current year;

(iii) Plans and projections to replace or enlarge capital property and equipment within the next 18 months;

(iv) Plans and justifications for any personnel increases within the next 18 months; and

(v) Revenue/expense projections for the next 18 months.

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

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

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

(b) The annual regional ambulance service-funding source for all parties of this Agreement shall be based upon the prior year's population projection by the NWA Council.



- (1) All Cities shall pay \$6.06 per capita based on the prior year's population projection by NWA Council and will be updated annually.
- (2) Washington County shall pay \$17.56 per capita for the unincorporated population of Washington County based on the prior year's population projection by NWA Council and will be updated annually. Additionally, Washington County shall pay the amount of \$223,000, previously paid to Springdale Fire Department for ambulance coverage, to the Authority for a period of five years starting in January 2021 and ending in December 31, 2025.

2020	2021	2022	2023	2024	City County	2021 Subsidy	2022 Subsidy	2023 Subsidy	2024 Subsidy	2025 Subsidy
3025	3355	3421	3489	3557	Elkins	\$18,332	\$20,332	\$20,732	\$21,141	\$21,557
2514	2531	2600	2670	2743	Elm Springs	\$15,236	\$15,336	\$15,753	\$16,183	\$16,624
7156	7461	7599	7739	7883	Farmington	\$43,365	\$45,211	\$46,048	\$46,901	\$47,770
89266	91575	92994	94445	95918	Fayetteville	\$540,951	\$554,943	\$563,545	\$572,336	\$581,264
1736	1778	1812	1846	1881	Goshen	\$10,521	\$10,776	\$10,980	\$11,189	\$11,402
1502	1510	1536	1564	1592	Greenland	\$9,103	\$9,149	\$9,311	\$9,476	\$9,645
3962	3967	4040	4115	4191	Johnson	\$24,012	\$24,039	\$24,484	\$24,937	\$25,398
2581	2618	2655	2693	2732	Lincoln	\$15,638	\$15,865	\$16,091	\$16,321	\$16,555
6125	6639	6782	6928	7077	Prairie Grove	\$37,115	\$40,235	\$41,100	\$41,983	\$42,886
3423	3367	3434	3503	3573	Tontitown	\$20,744	\$20,401	\$20,809	\$21,226	\$21,650
2647	2727	2770	2813	2857	West Fork	\$16,038	\$16,527	\$16,784	\$17,045	\$17,311
437	448	454	460	466	Winslow	\$2,649	\$2,717	\$2,752	\$2,788	\$2,824
34282	34838	35399	35947	36510	County	\$824,985	\$834,749	\$844,598	\$854,233	\$864,111
158656	162813	165496	168212	170979	TOTAL	\$1,578,689	\$1,610,278	\$1,632,989	\$1,655,759	\$1,678,997

- (c) The Authority shall continue to seek a sustainable funding source with the goal of reducing subsidies proportionately across the board.
- (d) Except as stated above, no party to this Agreement may be financially obligated without the approval of its governing body.
- (e) All governing bodies who are parties to this Agreement must approve any increases in subsidy.
- (f) A percentage of these funds shall be set aside for replacement of capital items.
- (g) The ambulance service owned or under contract with the Authority shall be required to provide, at no additional charge, the Arkansas Department of Health 24 hour basic refresher course to all EMT certified firefighters that act as first responders with said ambulance service.
- (h) The financing provided by the parties hereto shall be from general revenues; furthermore, the financing and this Agreement are contingent upon compliance with A.C.A. §20-13-301 et.

seq. by the County and all the parties will cooperate to the extent necessary in complying with such.

**ARTICLE 4. TERM.**

This initial term of this Agreement shall be from January 1, 2021 at 12:00 a.m. (midnight) through December 31, 2025 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, 2025. 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, 2030.

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

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

Property currently owned by WCRAA and all other property and resources of the Authority purchased during its existence or owned by it on July 2, 2011, or thereafter shall remain the Authority's exclusive property throughout the Authority's existence. It is the intent of all parties that WCRAA's current operations, administration, policies, practices and procedures as they now exist shall continue for the length of this Agreement. Furthermore, it is the intent of all parties that all legal obligations of and rights now belonging to the WCRAA shall continue to bind or inure to the benefit of, as the case may be, the WCRAA during the length of this Agreement. The WCRAA shall continue to exist as a corporate body as it has since the first Interlocal Agreement forming the WCRAA, with the sole exception that the Cities of Elm Springs and Tontitown 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 emergency and non-emergency ambulance rights granted by ordinance or resolution by each party to the extent allowed by State Law.

**Per Capita:** Funding structure set forth by this Agreement based on population. Cities contribute at \$6.06 per capita due to the increased number of calls generated within their city limits. The County contributes at \$17.56 per capita due to the increased coverage area and decreased density of call volume in the unincorporated areas of the County. No reduction of any entity's gross subsidy shall occur during the initial term of this Agreement.

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

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF  
FAYETTEVILLE, ARKANSAS**


By: \_\_\_\_\_  
**Lioneld Jordan, Mayor**

ATTEST:

By: \_\_\_\_\_  
**Kara Paxton, City Clerk**

Signed this 22 day of October, 2020.

**CITY OF  
ELKINS, ARKANSAS**

By:   
**Bruce Ledford, Mayor**

ATTEST:

By:   
**Delia Foster, City Clerk**

Signed this 1 day of Dec, 2020.

**CITY OF  
GREENLAND, ARKANSAS**

By: Bill Groom  
**Bill Groom, Mayor**

ATTEST:

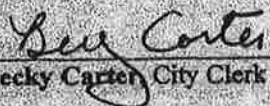
By: Misty McCard  
**Misty McCard, City Recorder/Treasurer**

Signed this 20 day of Oct, 2020

**CITY OF  
LINCOLN, ARKANSAS**


By:   
Doug Hutchens, Mayor

ATTEST:

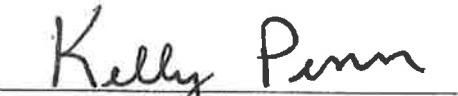
By:   
Becky Carter, City Clerk

Signed this 12 day of Oct., 2020.

**CITY OF  
FARMINGTON, ARKANSAS**

By:   
Ernie Penn, Mayor

ATTEST:

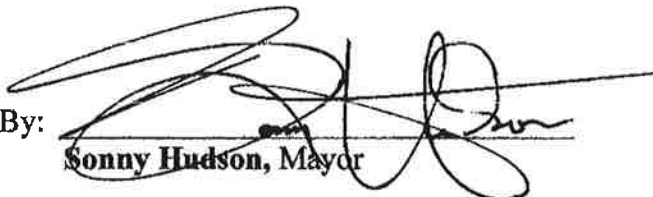
By:   
Kelly Penn, City Clerk





Signed this 19<sup>th</sup> day of Oct., 2020

**CITY OF  
PRAIRIE GROVE, ARKANSAS**

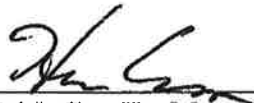
By:   
**Sonny Hudson, Mayor**

ATTEST:

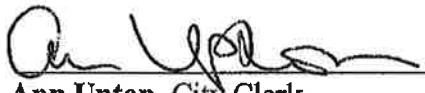
By:   
**Christine Kelly, City Clerk**

Signed this 13<sup>th</sup> day of Oct, 2020.

**CITY OF  
WEST FORK, ARKANSAS**

By:   
Heith Caudle, Mayor

ATTEST:


By:   
Ann Upton, City Clerk

Signed this 15<sup>th</sup> day of Oct., 2020.

**CITY OF  
GOSHEN, ARKANSAS**


By:   
Max Poye, Mayor

ATTEST:

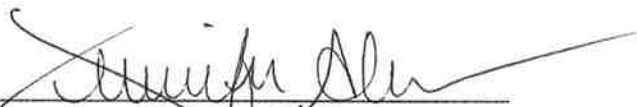
By:   
Linda Moore, City Recorder/Treasurer

Signed this 13<sup>th</sup> day of October, 2020.

**CITY OF  
JOHNSON, ARKANSAS**

By:   
\_\_\_\_\_ **Chris Keeney, Mayor**

ATTEST:

By:   
\_\_\_\_\_ **Jennifer Allen, City Clerk**

Signed this 3 day of October 2020.

**CITY OF  
WINSLOW, ARKANSAS**

By: Chuck Dwyer  
**Chuck Dwyer, Mayor**

ATTEST:

By: Ann Malkie  
**Ann Malkie, City Clerk**

Signed this 19<sup>th</sup> day of Nov., 2020.

**CITY OF  
ELM SPRINGS, ARKANSAS**

By: Harold D. Douthit  
Harold Douthit, Mayor

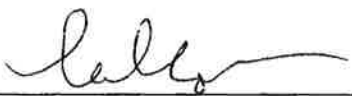
ATTEST:

By: Twila Taylor  
Twila Taylor, City Clerk



Signed this 3rd day of NOV., 2020.

**CITY OF  
TONTITOWN, ARKANSAS**

By:   
**Paul Colvin, Mayor**

ATTEST:

By:   
**Rhonda Ardemagni, Deputy Recorder**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WASHINGTON COUNTY, ARKANSAS**

DocuSigned by:  
*Joseph Wood* Dec 21, 2020 | 4:35 PM CST  
34F19462757444F...  
By: \_\_\_\_\_  
**Joseph Wood, County Judge**

ATTEST:

DocuSigned by:  
*Becky Lewallen*  
E132E8027FD9469...  
By: \_\_\_\_\_  
**Becky Lewallen, County Clerk**

DocuSigned by:  
*[Signature]*  
ABF7527CDFBB45C...



Signed this 1 day of Dec, 2020.

**WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY**

By:   
**Becky Stewart, Chief/Executive Director**

By:   
**Bill Groom, Chairman of the Board**

**ATTEST:**

By:   
**Ernie Penn, Secretary of the Board**