

City of Fayetteville Staff Review Form

2022-1055

Legistar File ID

12/6/2022

**City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item**

Brad Hardin

11/15/2022

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 for the term January 1, 2023 through December 31, 2025 with automatic renewals for additional five year terms. This new agreement provides for participating cities to pay \$9.94 per capita based on the prior year's projection by the NWA Regional Planning Commission and will be updated annually.

Budget Impact:

Account Number	Fund																								
Project Number	Project Title																								
<p>Budgeted Item? <u> No </u></p> <p>Does item have a cost? <u> No </u></p> <p>Budget Adjustment Attached? <u> No </u></p>	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Current Budget</td> <td style="width: 5%;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 25%;"></td> </tr> <tr> <td>Funds Obligated</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Current Balance</td> <td>\$</td> <td style="text-align: right;">-</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Item Cost</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Budget Adjustment</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Remaining Budget</td> <td>\$</td> <td style="text-align: right;">-</td> <td style="border: 1px solid black;"></td> </tr> </table>	Current Budget	\$	-		Funds Obligated	\$	-		Current Balance	\$	-		Item Cost	\$	-		Budget Adjustment	\$	-		Remaining Budget	\$	-	
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Funds Obligated	\$	-																							
Current Balance	\$	-																							
Item Cost	\$	-																							
Budget Adjustment	\$	-																							
Remaining Budget	\$	-																							

Purchase Order Number: _____

Change Order Number: _____

Original Contract Number: _____

V20210527

Previous Ordinance or Resolution # Res 32-21; 192-22

Approval Date: _____

Comments:



MEETING OF DECEMBER 6, 2022

TO: Mayor and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst
DATE: November 15, 2022

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.

RECOMMENDATION:

Staff recommends approving The Interlocal Agreement for Continuation of Ambulance Services and for Membership in the Washington County Regional Ambulance Authority for the term January 1, 2023 through December 31, 2025 with automatic renewals for additional five year terms. This new agreement provides for participating cities to pay \$9.94 per capita based on the prior year's projection by the NWA Regional Planning Commission and will be updated annually.

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. An 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. Res. 32-21 was approved by Council on 1-19-21 with an updated agreement and later amended via Res. 192-22 on 9-6-22.

DISCUSSION:

The current Interlocal Agreement was approved on September 6, 2022 via Res. 192-22 which approved an addendum to the Interlocal agreement to provide additional funding.

Per Article 4. Term of the new agreement: "... 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."

BUDGET/STAFF IMPACT:

Approval of the proposed new Interlocal Agreement for Ambulance Services will result in the current \$969,974 annual subsidy. This increase is due to the payment requirement of \$9.94 per capita based on the prior year's population projection by the NWA Regional Planning Commission. This new agreement reflects the following future subsidy amounts: 2023- \$969,974 2024- \$988,555 2025- \$1,007,492. Funds for ambulance services are included each year in the Annual Budget and Work Program.

ATTACHMENTS:

Agreement for Continuation of Ambulance Services

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 Northwest Arkansas Council annual population estimates to the Northwest Arkansas Regional Planning Commission annual population estimates; and,

WHEREAS, the Agreement for Continuation of Ambulance Services and Membership in the WCRAA is set to renew on its own terms in December 31, 2025 unless a party to that Original Agreement notifies the other parties of its intent to withdraw by September 1, 2025; and

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

WHEREAS, all parties intend for the WCRAA to continue in operation and administration beyond said December 31, 2025 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 appointed.

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 purchase, own and dispose of real and personal property;
- (12) To adopt and oversee comprehensive system performance on an annual basis to include periodic revisions to comply with emerging technologies and changes in clinical and operational standards.

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

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

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

(2) Reporting Requirements.

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

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

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

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

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

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

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

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

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

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

- (1) All Cities shall pay \$9.94 per capita based on the prior year's population projection by NWA Regional Planning Commission and will be updated annually.
- (2) Washington County shall pay \$34.14 per capita for the unincorporated population of Washington County based on the prior year's population projection by NWA Regional Planning Commission 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.

Subsidy based on NWA Planning Commission Population Estimates												
2022	2023	2024	2025	2026	City / County	Per Capita Rate	Actual 2022 Subsidy	2023 Subsidy	2024 Subsidy	2025 Subsidy	2026 Subsidy	2027 Subsidy
3,817	3,929	4,044	4,163	4,286	Elkins	\$ 9.94	\$ 32,785	\$ 37,939	\$ 39,054	\$ 40,202	\$ 41,384	\$ 42,600
2,556	2,659	2,767	2,879	2,995	Elm Springs	\$ 9.94	\$ 25,691	\$ 25,406	\$ 26,434	\$ 27,504	\$ 28,617	\$ 29,775
8,032	8,265	8,506	8,753	9,008	Farmington	\$ 9.94	\$ 74,220	\$ 79,834	\$ 82,156	\$ 84,546	\$ 87,005	\$ 89,536
97,583	99,452	101,357	103,299	105,278	Fayetteville	\$ 9.94	\$ 912,180	\$ 969,974	\$ 988,555	\$ 1,007,492	\$ 1,026,792	\$ 1,046,461
2,193	2,240	2,288	2,337	2,387	Goshen	\$ 9.94	\$ 18,127	\$ 21,798	\$ 22,264	\$ 22,741	\$ 23,227	\$ 23,725
1,369	1,455	1,546	1,643	1,745	Greenland	\$ 9.94	\$ 14,954	\$ 13,612	\$ 14,462	\$ 15,366	\$ 16,327	\$ 17,347
3,771	3,855	3,941	4,028	4,118	Johnson	\$ 9.94	\$ 38,950	\$ 37,487	\$ 38,320	\$ 39,172	\$ 40,043	\$ 40,933
2,399	2,453	2,508	2,565	2,623	Lincoln	\$ 9.94	\$ 26,234	\$ 23,843	\$ 24,381	\$ 24,931	\$ 25,493	\$ 26,068
7,283	7,405	7,529	7,655	7,783	Prairie Grove	\$ 9.94	\$ 65,006	\$ 72,391	\$ 73,602	\$ 74,834	\$ 76,087	\$ 77,360
4,767	5,018	5,283	5,561	5,855	Tontitown	\$ 9.94	\$ 35,190	\$ 47,381	\$ 49,880	\$ 52,511	\$ 55,281	\$ 58,197
2,541	2,654	2,771	2,893	3,021	West Fork	\$ 9.94	\$ 27,063	\$ 25,262	\$ 26,378	\$ 27,543	\$ 28,759	\$ 30,029
378	385	391	398	405	Winslow	\$ 9.94	\$ 4,410	\$ 3,757	\$ 3,823	\$ 3,891	\$ 3,959	\$ 4,029
41,899	42,638	43,390	44,155	44,933	County Rural **	\$ 34.14	\$ 1,374,206	\$ 1,653,439	\$ 1,678,659	\$ 1,704,323	\$ 1,730,440	\$ 1,757,017
178,588	182,408	186,321	190,329	194,436	TOTAL	\$	\$ 2,649,016	\$ 3,012,122	\$ 3,067,970	\$ 3,125,056	\$ 3,183,414	\$ 3,243,078

** County Subsidy includes \$223,000 funds previously provided to Springdale.

- (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, 2023 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 COUNTY 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 \$9.94 per capita due to the increased number of calls generated within their city limits. The County contributes at \$34.14 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 _____, 2022.

**CITY OF
FAYETTEVILLE, ARKANSAS**

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk

Signed this _____ day of _____, 2022.

**CITY OF
ELKINS, ARKANSAS**

By: _____
Bruce Ledford, Mayor

ATTEST:

By: _____
Delia Foster, City Clerk

Signed this _____ day of _____, 2022.

**CITY OF
GREENLAND, ARKANSAS**

By: _____
Bill Groom, Mayor

ATTEST:

By: _____
Misty McCard, City Recorder/Treasurer

Signed this _____ day of _____, 2022

**CITY OF
LINCOLN, ARKANSAS**

By: _____
Doug Huchens, Mayor

ATTEST:

By: _____
Belinda Beasley, City Clerk

Signed this _____ day of _____, 2022.

**CITY OF
FARMINGTON, ARKANSAS**

By: _____
Ernie Penn, Mayor

ATTEST:

By: _____
Kelly Penn, City Clerk

Signed this ____ day of _____, 2022

**CITY OF
PRAIRIE GROVE, ARKANSAS**

By: _____
Sonny Hudson, Mayor

ATTEST:

By: _____
Christine Kelly, City Clerk

Signed this _____ day of _____, 2022.

**CITY OF
WEST FORK, ARKANSAS**

By: _____
Heith Caudle, Mayor

ATTEST:

By: _____
Ann Upton, City Clerk

Signed this ____ day of _____, 2022.

**CITY OF
GOSHEN, ARKANSAS**

By: _____
Max Poye, Mayor

ATTEST:

By: _____
Linda Moore, City Recorder/Treasurer

Signed this _____ day of _____, 2022.

**CITY OF
JOHNSON, ARKANSAS**

By: _____
Chris Keeney, Mayor

ATTEST:

By: _____
Jennifer Allen, City Clerk

Signed this ____ day of _____, 2022.

**CITY OF
WINSLOW, ARKANSAS**

By: _____
Chuck Dwyer, Mayor

ATTEST:

By: _____
Ann Malkie, City Clerk

Signed this _____ day of _____, 2022.

**CITY OF
ELM SPRINGS, ARKANSAS**

By: _____
Harold Douthit, Mayor

ATTEST:

By: _____
Twila Taylor, City Clerk

Signed this ____ day of _____, 2022.

**CITY OF
TONTITOWN, ARKANSAS**

By: _____
Paul Colvin, Mayor

ATTEST:

By: _____
Rhonda Ardemagni, Deputy Recorder

Signed this _____ day of _____, 2022.

WASHINGTON COUNTY, ARKANSAS

By: _____
Joseph Wood, County Judge

ATTEST:

By: _____
Becky Lewallen, County Clerk

Signed this _____ day of _____, 2022.

WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY

By: _____
Steve Harrison, Chief

By: _____
Bill Groom, Chairman of the Board

ATTEST:

By: _____
Ernie Penn, Secretary of the Board