

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO AN AMENDED 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 Amended Washington County Regional Ambulance Authority Interlocal Agreement Ordinance of 2022.

Section Two: Parties. The proposed parties to the Amended Interlocal Agreement are Washington County and the Cities of Elkins, Elm Springs, Farmington, Fayetteville, Goshen, Greenland, Johnson, Lincoln, Prairie Grove, Tontitown, 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: Interlocal Agreement Amended. The parties entered into an Amended Interlocal Agreement in 2015 and again in 2020. Said Interlocal Agreement is amended to increase the per capita rate and establish estimates for population figures until 2027.

Section Five: Interlocal Agreement Attached. The attached AGREEMENT FOR CONTINUATION OF AMBULANCE SERVICES THROUGH THE

WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY is hereby incorporated herein as if set forth word-for-word.

Section Six: Officials Authorized to Sign Agreement. The Mayor and Clerk are hereby authorized to sign the 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 60 days following its posting.

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or parts thereof in force at the time that this ordinance shall take effect that are in conflict herewith, are hereby repealed, including Ordinance 2011-17.

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.

Approved this 21st day of November 2022.

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Charles (Sonny) Hudson, Mayor

(Attest)

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Christine Kelly, Clerk

**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 aforesated cities, excluding the City of Fayetteville;
- (5) A Nursing Home or medical profession representative who shall reside in the City of Fayetteville to be chosen by the County appointee; the Fayetteville appointees, and the small city appointee.
- (6) A Hospital representative who shall reside in the City of Fayetteville to be chosen by the County appointee; the Fayetteville appointees, and the small city appointee.
- (7) A representative of the financial community residing in the service area to be chosen by the County appointee, the Fayetteville appointees and the small city 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**

