

4-27-20 ae. EMS has original contract

AMBULANCE SERVICE CONTRACT

WHEREAS, the City of Hopkinsville, Kentucky, City of Crofton, Kentucky, City of Oak Grove, Kentucky and Christian County Government previously entered into an Interlocal Agreement for the purpose of creating a jointly sponsored Emergency Ambulance Service serving the residents of Christian County, Kentucky, known as the Hopkinsville-Christian County Ambulance Service (sometimes referred to herein as the "Ambulance Service"); and

WHEREAS, the City of Oak Grove and the Ambulance Service do wish to reduce to writing their current agreement as to the responsibilities of each entity as it relates to the operation of an emergency ambulance service;

NOW, THEREFORE, the parties, hereto, hereby agree as follows:

1. **OBLIGATIONS OF THE AMBULANCE SERVICE:**

The Ambulance Service shall operate an emergency ambulance service and related ambulances services approved by the Board of Directors of the Ambulance Service available to all citizens of Christian County, Kentucky and the incorporated cities located therein. The Ambulance Service shall be responsible for obtaining and maintaining appropriate licenses, authorizations, and regulatory approval which may be required of an ambulance service by any governmental agency. The policies, operating procedures, and management of the ambulance service shall be subject to the oversight of the Board of Directors of the Hopkinsville-Christian County Ambulance Service as per the terms of the Interlocal Agreement dated February 28, 1984, a copy of which is attached hereto and incorporated by reference as though fully set out herein.

The Ambulance service shall provide an ALS staffed ambulance that will be stationed inside the city of Oak Grove on a 24 hour basis, 365 days a year, all in accordance with the standards and policies adopted by the Board of Directors of the Ambulance Service.

2. **OBLIGATIONS OF THE CITY OF OAK GROVE:**

The City of Oak Grove shall provide and maintain a building or enclosed facility to properly house the ambulances owned and operated by the Ambulance Service which are stationed within the City of Oak Grove. This shall include all furnishings and maintenance costs of said facility.

3. **FINANCIAL OBLIGATIONS OF THE CITY OF OAK GROVE:**

That in consideration of the personnel and services provided by the Ambulance Service to the City of Oak Grove, as described herein, the City of Oak Grove shall reimburse the Ambulance Service the sum incurred by the Ambulance Service to fund up to a combination of 4 Critical Care Paramedics, Paramedics, Advanced EMTs or EMTs positions, including pay (but not including overtime) and fringe benefits. Fringe benefits includes, but is not limited to, health, vision and dental insurance, retirement, Medicare, and FICA. The amount of reimbursement from Oak Grove to the Ambulance for the initial year of the contract shall not exceed is \$266,713.70. The amount of reimbursement from Oak Grove to the Ambulance Service and the cap on the amount of reimbursement shall automatically be adjusted in the event of COLA increases and any change in fringe benefits paid by the Ambulance Service to said employees.

4. **EMERGENCY AMBULANCE MOTOR VEHICLES:**

The Ambulance Service shall furnish a sufficient number of ambulance motor vehicles fully equipped to provide emergency ambulance services inside Christian County, Kentucky. All maintenance, fuel, petroleum products, gasoline and related items necessary to operate the ambulances shall be provided and be the responsibility of the Ambulance Service.

5. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAW:**

The Ambulance Service shall be responsible for compliance with all local, state and federal laws and regulatory standards and shall be responsible for funding any required changes or upgrades necessary for the service to operate.

6. **EFFECTIVE DATE:**

The effective date of this agreement shall be 04/20/2020 and shall continue through 04/20/2021. This agreement shall automatically renew for an additional one year term from July through June on the same terms and conditions unless terminated by either party. It is the further understanding of the parties that upon renewal of this agreement the amount of compensation to be reimbursed from the City of Oak Grove to the Ambulance Service pursuant to paragraph 3 of this contract shall be subject and equal to the annual budget appropriation adopted by the Board of Directors of the Ambulance Service for subsequent fiscal years. Given the fact that both parties will be considering the adoption of budgets for the upcoming July 1 fiscal year, the parties agree to consider the renewal of this contract at an appropriate period of time in advance of the commencement of the new fiscal year and prior to the expiration of this contract.

7. **ENTIRE AGREEMENT:**

This contract contains the entire agreement between the parties and any agreements hereinafter made shall be ineffective to change, modify, or discharge, in whole or in part, unless such agreement is in writing and signed by the party by whom enforcement of the change, modification or discharge is sought.

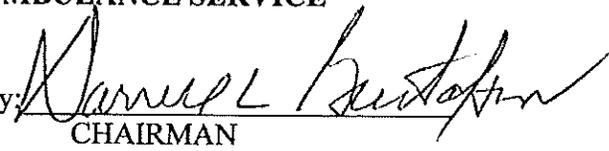
IN WITNESS WHEREOF, the authorized signatures of the parties hereto on the date set out below.

CITY OF OAK GROVE, KENTUCKY

By: 
MAYOR

4-23-2020
DATE

**HOPKINSVILLE-CHRISTIAN COUNTY
AMBULANCE SERVICE**

By: 
CHAIRMAN

4/12/20
DATE