

AMBULANCE SERVICE CONTRACT

WHEREAS, the City of Hopkinsville, Kentucky (sometimes referred to herein as “City of Hopkinsville”) 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 Hopkinsville and the Ambulance Service have, over the years, entered into agreements that utilized firefighters employed by the City of Hopkinsville as either a firefighter/EMT or firefighter/Paramedic who were cross trained to provide services to both the Hopkinsville Fire Department and the Ambulance Service; and,

WHEREAS, In January 2020, the City of Hopkinsville established an EMS only department in which non-firefighter paramedics and EMTs would be hired to staff the Ambulance Service. Until the required number of EMS personnel has been hired to fully staff the Ambulance Service, firefighter/paramedics and firefighter/EMTs will continue to supplement staffing; and,

WHEREAS, the City of Hopkinsville 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 incorporated by reference as though fully set out herein.

2. OBLIGATIONS OF THE CITY OF HOPKINSVILLE:

The City of Hopkinsville shall furnish unto the Ambulance Service a sufficient number of EMS Paramedics or EMTs, and if necessary, Firefighter/Paramedics or Firefighter/EMTs to obtain required staffing levels, necessary to properly operate the ambulance service 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. More specifically, the City of Hopkinsville shall provide unto the Ambulance Service at least one (1) EMT and one (1) Paramedic for each ambulance placed in service by the director of the Ambulance Service excepting only the Ambulance stationed at Oak Grove, Kentucky. In no event shall the number of EMTs and Paramedics be less than four per 24 hour day of operation of the ambulance service for ambulances stationed in Hopkinsville, Kentucky.

The City of Hopkinsville shall also provide a building or enclosed facility to properly house the ambulances owned and operated by the Ambulance Service which are stationed within the City of Hopkinsville.

3. FINANCIAL OBLIGATIONS OF THE AMBULANCE SERVICE:

That in consideration of the personnel and services provided by the City of Hopkinsville to the Ambulance Service, as described herein, the Ambulance Service shall reimburse the City of

Hopkinsville up to the sum incurred by the city to fund up to a combination of 30 Paramedic or EMT positions, including pay and fringe benefits (as set forth on the itemization attached hereto as Exhibit A). The amount of reimbursement from the Ambulance Service to the City of Hopkinsville shall automatically be adjusted in the event of COLA increases and any change in fringe benefits paid by the City of Hopkinsville to said employees.

Included in the amount set forth above, the Ambulance Service shall pay supplemental salary contributions to the City of Hopkinsville for the Ambulance Director (\$3,600.00 per year plus fringes), Procurement Officer (\$3,500.00 per year plus fringes), Ambulance Secretary (\$2,500.00 per year plus fringes plus one-half of the increased cost from reclassification of the position from Executive Secretary to Administrative Assistant), two Deputy Chiefs (\$3,600.00 each per year plus fringes), and First Responder Coordinator (\$2,250.00 per year).

The Ambulance Service shall also reimburse the City the salary and fringe benefits incurred by the City for the Deputy Chief, and Training Officer, as set forth on Exhibit A attached hereto. Said reimbursement shall be automatically adjusted in the event of COLA increases and any change in fringe benefits paid by the City of Hopkinsville to said employee.

In addition to the normal compensation paid by the City of Hopkinsville unto the personnel furnished the Ambulance Service in the manner previously described herein (normal compensation being the pay step or level determined by the pay plan established by the City of Hopkinsville) the City of Hopkinsville shall pay a daily stipend plus fringes unto each Firefighter actually providing services on a daily basis unto the Ambulance Service as specified under the terms of this contract. Also, the City of Hopkinsville shall pay an annual stipend of \$2,000.00 plus fringes to each EMS employee providing services unto the Ambulance Service as specified under the terms of this contract.

Said stipends are set forth on the itemization attached hereto, and shall be reimbursed to the City of Hopkinsville by the Ambulance Service.

4. UNSCHEDULED OVERTIME RELATED TO EMS:

In addition to the amounts set forth above, the Ambulance Service shall reimburse the City of Hopkinsville for all unscheduled overtime expense incurred by the staff member of the Hopkinsville Fire Department related to EMS service, on a dollar for dollar basis.

5. 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. Should the Ambulance Service obtain fuel or maintenance services from the City of Hopkinsville, in such event, the City of Hopkinsville shall bill the Ambulance Service on a monthly basis for said products or services and said Ambulance Service shall promptly reimburse the City of Hopkinsville concerning same.

6. 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. In the event the City of Hopkinsville provides IT (Information Technology) services for and on behalf of the Ambulance Service, the City of Hopkinsville shall bill the Ambulance Service on a monthly basis for said services and said Ambulance Service shall promptly reimburse the City of Hopkinsville concerning same.

7. INSURANCE:

The City of Hopkinsville shall provide workers compensation coverage for its firefighter employees provided the Ambulance Service as previously described herein. In addition thereto, the City of Hopkinsville shall be responsible for all payroll costs, payroll withholdings required by any governmental authority, and pension benefits available to firefighters employed by the City of Hopkinsville, Kentucky. The Ambulance Service shall maintain insurance on its property, scheduled equipment, professional liability insurance for its staff and firefighters supplied to the Ambulance Service by the City of Hopkinsville, and general liability insurance with said coverages to include policy limits determined annually by the Ambulance Service board. Furthermore, the Ambulance Service shall protect, indemnify, and hold harmless the City of Hopkinsville from any and all losses, injuries, litigation, or claims which may be asserted by any third party against the City of Hopkinsville for services provided by the Ambulance Service or actions undertaken by the Ambulance Service as described in this agreement. Furthermore, limits of liability on policies of insurance maintained by the Ambulance Service for general liability shall not be less than those limits for general liability under the general liability insurance policy currently maintained by the City of Hopkinsville.

8. EFFECTIVE DATE:

The effective date of this agreement shall be July 1, 2021 and shall continue through June 30, 2022. 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 from the Ambulance Service to the City of Hopkinsville shall be subject 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 years, the parties agree to consider the renewal of this contract at an appropriate period of time in advance of the commence of the new fiscal year and prior to the expiration of this contract.

9. 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 HOPKINSVILLE, KENTUCKY

By: _____
WENDELL LYNCH, MAYOR DATE _____

**HOPKINSVILLE-CHRISTIAN COUNTY
AMBULANCE SERVICE**

By: _____
CHAIRMAN DATE _____

Exhibit A

**HOPKINSVILLE CHRISTIAN COUNTY AMBULANCE SERVICE
CITY OF HOPKINSVILLE REIMBURSEMENT
FY 21-22**

Employee	Job Title	Grade	Step	Annual Pay Plus Fringes	Reimbursement
<u>Fire Positions</u>					
Employee #1	Firefighter/Paramedic	12	D	82,196	
Employee #2	Firefighter/Paramedic	12	C	78,488	
Employee #3	Firefighter/Paramedic	12	C	79,964	
Employee #4	Firefighter/Paramedic	12	C	78,485	
Employee #5	Firefighter/Paramedic	12	B	79,964	
Employee #6	Firefighter/Paramedic	12	B	68,390	
Employee #7	Firefighter/Paramedic	12	B	75,780	
Employee #8	Firefighter/Paramedic	12	B	74,304	
Total for 8 Firefighter/Paramedic (Excluding Officers)					617,571
Average Pay for Paramedic				<u>77,196</u>	
<u>EMS Positions</u>					
Employee #1	Critical Care Paramedic	13	C	69,305	
Employee #2	Critical Care Paramedic	13	C	75,218	
Employee #3	Paramedic	12	D	76,974	
Employee #4	Paramedic	12	C	74,999	
Employee #5	Paramedic	12	C	67,609	
Employee #6	Paramedic	12	B	63,716	
Employee #7	EMT-A	10	B	62,632	
Employee #8	EMT	9	D	59,016	
Employee #9	EMT	9	C	62,071	
Employee #10	EMT	9	C	62,071	
Employee #11	EMT	9	B	58,717	
Employee #12	EMT	9	B	52,803	
Employee #13	EMT	9	B	58,717	
Employee #14	EMT	9	B	52,803	
Employee #15	EMT	9	B	60,193	
Employee #16	EMT	9	B	58,717	
Employee #17	EMT	9	B	58,717	
Employee #18	EMT	9	B	60,193	
Employee #19	EMT	9	B	58,717	
Employee #20	EMT	9	B	58,717	
Employee #21	EMT	9	A	56,283	
Employee #22	EMT	9	A	57,759	
Total for 22 EMS Personnel					1,365,947
Average Pay for EMS Personnel				<u>62,089</u>	

**HOPKINSVILLE CHRISTIAN COUNTY AMBULANCE SERVICE
CITY OF HOPKINSVILLE REIMBURSEMENT
FY 21-22**

Employee	Job Title	Grade	Step	Annual Pay Plus Fringes	Reimbursement
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30 positions approved to be reimbursed by the Ambulance Board to the City of Hopkinsville.
(Original six positions plus six approved in Jan 2011, six approved in July 2013, six positions approved in May, 2019, and six Oak Grove Position approved in April 2020)

FY 21-22 salaries are calculated using a 2.0% COLA as approved by City Council

Total Reimbursement for 30 Employees	1,983,518
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Daily Stipends

	Daily Stipend	Annual Stipend With Fringes	Number of Officers per Day	Reimbursement
Battalion Chiefs	30	16,308	1	16,308
Captains	30	16,308	2	32,616
Lieutenants	20	10,872	4	43,488
Critical Care Medic	45	23,978		23,978
Paramedic	35	13,999		13,999
AEMT	30	43,488		43,488
EMT	10	6,478		6,478

Other Reimbursements

Deputy Chief	126,515
Training Officer	78,488
Ambulance Director (\$3,600 + Fringes)	5,361
2 Deputy Chiefs (\$3,600 each + Fringes)	10,723
Procurement Officer (\$3,500 + Fringes)	4,716
Ambulance Secretary (\$2,500 + Fringes)	3,369
1/2 Increase from Executive Secretary to Admin Assistant (Amount will change each year)	2,078
30 EMS Personnel (\$2,000 + Fringes)	81,000
First Responder Coordinator	2,250
Total Other Reimbursements	314,500

Total Reimbursement to City of Hopkinsville from Ambulance Board	2,478,373
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Note - Does not include reimbursement for Unschedule Overtime