

INTERLOCAL AGREEMENT FOR THE OPERATION EMERGENCY MEDICAL SERVICES

This Interlocal Agreement is entered into this ____ day of _____, 2022, by and between the City of Mangum, a municipal corporation, the Mangum Utility Authority, an Oklahoma Public Trust (collectively referred to as “City”), both located at 130 N. Oklahoma, Mangum, OK 73554, and the Greer County Special Ambulance Service District (“Ambulance District”), located at 121 E. Jefferson Street, Mangum, OK 73554.

Recitals

WHEREAS, the City has a need for emergency medical and ambulance services to its residents within its corporal municipal boundaries;

WHEREAS, 11 O.S. § 23–105 authorizes the City to enter into an interlocal agreement with any other municipality, county, person, firm, or corporation to provide ambulance services for its citizens;

WHEREAS, the Ambulance District is a county agency duly licensed to provide emergency medical and ambulance services and has historically provided emergency medical and ambulance services to citizens of the City;

WHEREAS, The Ambulance District is willing to continue to provide emergency medical and ambulance services within the City’s corporal municipal boundaries upon the terms and conditions set forth in this Agreement

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, City and Ambulance District agree as follows:

Section 1. Responsibilities of Each Party

1.1. The City will provide the following, unless otherwise stated in this agreement:

- a.** Beginning March 1, 2022, the Mangum Utility Authority agrees to begin collecting and providing to the Ambulance District a \$12.00 monthly Greer County Emergency Medical Service Authority Fee on each residential water or electric meter service address that the Mangum Utility Authority bills.
 - i.** The City within its sole discretion will determine whether to assess the fee on the water or electric meter.
 - ii.** The fee provided for under this paragraph will only be assessed on service addresses within the corporate city limits of the City of Mangum. The Ambulance District must deal directly with any citizen or resident

outside the corporate limits of the City of Mangum on an individual basis.

- b.** The City will provide the monthly assessment amount collected in accordance with this section to the Ambulance District by the 1st of each calendar month, beginning April 1, 2022, or as soon as the 1st day of the month immediately following the approval of this agreement by both governing boards and the State Attorney General's office.
- c.** The City will provide the Ambulance District the total number of metered accounts that are assessed this fee. No personal identifiable information will be provided to the Ambulance District. This information is solely for the purpose of ensuring that the total fee collected correlates with the total metered accounts charged. The Ambulance District will not be provided any personal or identifiable information.

1.2. The Ambulance District will provide the following, unless otherwise stated in this agreement:

- a.** Ambulance District will provide quality emergency medical services and transport within the corporal limits of the City of Mangum on a prompt and continuing basis. Such services will be provided 24 hours per day and seven days per week, inclusive of any state, local, or federally recognized holidays.
- b.** Ambulance District will operate in compliance with the Oklahoma Department of Health State License as Intermediate Life Support and all applicable state and federal laws, rules, and regulations pertaining to providing emergency medical services.
- c.** The Ambulance District will transport emergency patients to the nearest appropriate medical facility, as defined by the "Center for Medicare/Medicaid Services, properly equipped to provide the necessary diagnostic, therapeutic, and other healthcare needs of that specific patient.
- d.** The Ambulance District will establish standards of professional practice and duties in accordance with all applicable professional standards set out by relevant rules, regulations, and laws.
- e.** The Ambulance District retains the independent judgment to bill third parties for ambulance services, including insurance companies, employers, the State of Oklahoma and its agencies, etc., and will retain all income received as a result of this third party billing.
- f.** The Ambulance District will not charge any residential household within the corporal city limits of Mangum, OK, for any fee greater than what the Ambulance District collects through the individual's insurance company,

except the Ambulance District may be reimbursed for mileage on any trips outside the corporal city limits to an appropriate medical facility.

Section 2. Funds collected through Operations

The Ambulance District will retain as its separate funds all money received through any third party billing as its sole and exclusive revenue. However, as stated in this agreement, the Ambulance District will not charge any metered resident within the corporal city limits in excess of any amount allowed by any insurance or government health care plan or program.

Section 3. Relationship of the Parties

- 3.1.** The City and the Ambulance District, by virtue of entering into this agreement, seek to enter into a contractual agreement for the sole purpose of ensuring that emergency medical and ambulatory services remain a viable option for the citizens of the City.
- 3.2.** Both parties agree and acknowledge that, but for the management, operation, and maintenance of emergency medical services as stated in this section, the parties, by virtue of this agreement, are not partners or joint venturers and will, for all other purposes be considered independent contractors in the fulfillment of their contractual responsibilities stated in this agreement. In this respect, neither party may bind the other or otherwise incur an obligation on behalf of the other.

Section 4. Term

- 4.1.** The primary term of this Agreement commences on the Effective Date and continues through June 30, 2023. Thereafter, this Agreement must be renewed annually by February 1st of each year by both parties, provided that funding is available.
- 4.2.** Both parties agree and acknowledge that neither party may obligate funds and revenue beyond one fiscal year (ending June 30th of each subsequent year.). Therefore, this contract can be terminated at the conclusion of any fiscal year, without cause, if funding is not available for subsequent fiscal years. In no way does this agreement obligate or require either party to appropriate any funds or revenue beyond the current fiscal year to satisfy any expressed or implied future obligation that may otherwise arise under this agreement.

Section 5. Termination

- 5.1.** Either party may terminate this agreement, without cause, under the following conditions:

- a. On June 30th of any calendar year if this agreement is not expressly renewed on or before February 1st of each calendar year.
 - b. Greer County or any other municipality fails to properly fund the Ambulance District at a reasonable rate to ensure its continued operation.
 - c. The Ambulance District fails to provide the City an annual audit indicating no material weaknesses or substantial deficiencies.
- 5.2. Either party may terminate this agreement if the other party fails to perform its duties under this agreement. However, prior to terminating this agreement, notice of default must be provided to the other party in writing and the party declaring a default must provide the other party a reasonable time to correct such default.
 - a. For purposes of this paragraph, “reasonable time” is defined by a period of time of at least 15 days, but not more than 90 days if such default cannot be reasonably cured in 15 days and the defaulting party is working diligently to cure the default.
 - b. If, after receiving notice of the default, the defaulting party fails to cure such default, the other party may immediately terminate the agreement on a date certain.
- 5.3. In addition to any other termination rights set forth in this Agreement, this Agreement may be terminated by either party if any of the following circumstances occurs:
 - a. Either party fails to meet or perform its obligations under this agreement;
 - b. Either party fails to maintain the requisite insurance as specified in this agreement;
 - c. Either party fails to maintain all required equipment necessary to perform the duties specified in this agreement;
 - d. Either party, due to budgetary reasons or constraints, cannot or does not appropriate necessary funds or expenditures for the operation of an emergency medical service.

Section 6. Presentation of Financial Audit

- 6.1. In addition to the termination provisions set forth in this Agreement, the Ambulance District must provide the City a financial audit within 90 days after the conclusion of the Ambulance District’s fiscal year. Failure to timely provide an audit may result in the immediate termination of this contract.

- 6.2.** If the Ambulance District has any material weaknesses or substantial deficiencies, the City may withhold funds until such time as the Ambulance District provides a plan of action to correct such conditions. If the material weaknesses or substantial deficiencies are repeat findings, the City may, within its sole discretion, terminate this agreement immediately.

Section 7. Alternative Funding Sources and Revenue

- 7.1.** The parties expressly acknowledge that the Ambulance District serves the entire area of Greer County. As such, the entirety of Greer County must all be financially responsible for ensuring the continued operation of emergency medical services. As such, every citizen residing in Greer County should, through their respective governing body, pay their pro rata share necessary to keep the Ambulance District operational.
- 7.2.** The Ambulance District will continue to reach out to communities and governments within Greer County in an effort to obtain additional funding sources and revenue. As such, the Ambulance District will seek to raise additional funds from Willow, OK; Granite, OK; Greer County; and incorporated areas such as Reed, OK; Brinkman, OK; Lake Creek, OK; and other similar areas.
- 7.3.** The fee collected and provided to the Ambulance District may be terminated by February 1, 2023, if (i) Greer County fails to raise revenue sufficient to assist with the cost of operating the Ambulance District; (ii) Willow, OK, does not provide any revenue to the Ambulance District; and (iii) Granite fails to provide additional revenue to the Ambulance District.

Section 8. Representation and Covenants

- 8.1.** The City represents and covenants to the Ambulance District as follows:
- a.** The City is a municipal corporation and a public trust, respectively, organized under the laws of the State of Oklahoma;
 - b.** To its knowledge, the execution of this Agreement will not constitute a violation of any law;
 - c.** The City Manager will act as the City's agent for all dealings with the Ambulance District in relation to this agreement and the City Manager is expressly granted the authority to execute all documents in connection with this Agreement;
 - d.** The City Manager may designate an individual to act in his stead during his absence.

8.2. The Ambulance District represents and covenants as follows:

- a.** It has the requisite experience, equipment, and knowledge to perform the duties assigned to it under this Agreement;
- b.** It has the authority to enter into any Agreement;
- c.** The Ambulance District will designate an individual to act as its agent for all dealings with the City in relation to this agreement and is expressly granted the authority to execute all documents in connection with this agreement.

Section 9. Non-Discrimination

- 9.1.** The Ambulance District agrees that no person, on the grounds of race, color, national origin, gender, sex, age, handicap, other federally- or state-established protective class, either now determined or may be determined in the future, or other immutable trait will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of or services provided by the Ambulance District
- 9.2.** At all times, the Ambulance District agrees to adhere to all federal and state regulations related to non-discrimination, including all amendments made to such laws in the future.
- 9.3.** The City has the right to terminate this agreement immediately in the event of any findings that the anti-discrimination laws as espoused by Federal, State, or City Law have been violated.

Section 10. Force Majeure

Neither Party shall be liable or responsible to the other Party for any delay, loss, damage, failure, or inability to perform under this Agreement due to an Event of Force Majeure, provided that the Party claiming failure or inability to perform provides written notice to the other Party within thirty (30) days of the date on which such Party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a Party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

Section 11. Assignment

Neither party may assign this Agreement without prior written consent of the other party. Any assignment in contravention of this Section is void.

Section 12. Choice of Law

The parties agree that this Agreement will be construed and enforced in accordance with Oklahoma Law and that Greer County, Oklahoma, is the proper venue to bring any action to enforce this agreement.

Section 13. Insurance

- 13.1.** The Ambulance District will, at all times during the life of this agreement, maintain general liability insurance protecting against bodily injury, personal injury, and property damage; automobile insurance; and professional health care liability insurance.
- 13.2.** The required insurance as stated in this section must be at sufficient policy limits that are commercially reasonable for the work and service the Ambulance District provides.

Section 14. Indemnification

- 14.1.** The City will indemnify and hold harmless the Ambulance District and its employees and affiliates from and against any liability, including reasonable attorney's fees, which may arise out of the negligent or intentional acts or omissions of The City or any officer or employee of the City, so long as such liabilities do not arise or result from a breach of this Agreement by the Ambulance District or the negligence, willful misconduct, or bad faith of the Ambulance District. Moreover, the Ambulance District shall not, by entering into and performing this Agreement, become liable for any debts and obligations of the City in relation to the City carrying out its obligations under this agreement.
- 14.2.** The Ambulance District will indemnify and hold harmless the City and its employees and affiliates from and against any and all liability, including reasonable attorney's fees, which may arise out of the negligent or intentional acts or omissions of the Ambulance District or any officer or employee of the Ambulance District, so long as such liabilities do not arise or result from a breach of this Agreement by the City or the negligence, willful misconduct, or bad faith of the City. Moreover, the City shall not, by entering into and performing this Agreement, become liable for any debts and obligations of the Ambulance District in relation to Ambulance District carrying out its obligations under this agreement.

Section 15. Severability

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement, and the application of this Agreement to other circumstances, shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 16. Amendments

Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated, unless as otherwise provided for in this Agreement, except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.

Section 17. Waiver and Remedies

- 17.1.** No Failure or delay by any party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach, will constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach will affect or alter the remaining terms of this Agreement, but each and every term of this Agreement will continue in full force and effect with respect to any other then existing or subsequent breach.
- 17.2.** The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity. Every remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient by the Party exercising such remedy.
- 17.3.** No clause or statement waives, either expressly or implicitly, any rights or immunities provided by law, including such rights and remedies afforded under the Governmental Tort Claims Act.

Section 18. No Third Party Beneficiaries

There are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claim thereunder, it being intended that solely the Parties hereto shall have rights and may make claims hereunder.

Section 19. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the Parties and transmitted by facsimile or electronic transmission and if so executed and transmitted, shall be effective as if the Parties had delivered and executed original of this Agreement.

Section 20. Acknowledgment

The Parties acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their respective attorneys prior to signing it, and that they understand the purpose and effect of this Agreement.

Section 21. Entire Agreement

This Agreement, including any schedules or addendums that are attached, constitutes the entire agreement between the City and Ambulance District with respect to the subject matter and supersedes all prior agreements and understandings, oral and written, between them with respect to the subject matter of this Agreement. Any representations, promises, guarantees, or statements made by either party in the negotiating or drafting of this agreement that is not included in this Agreement are unenforceable.

Section 22. Notice

All notices or other communications required or permitted to be given in accordance with this Agreement must be in writing and will be deemed to be duly given when delivered in person or two (2) business days after they are mailed prepaid certified mail, return receipt requested, to the address listed in the introductory paragraph, unless either party has notified the other in writing of a different address.

Section 23. Effective Date

The parties agree and acknowledge that his Agreement will become effective upon the signature of both parties and approval by the Oklahoma State Attorney General's Office.

Executed and accepted this ____ day of _____, 2022, by:

CITY OF MANGUM
MANGUM UTILITY AUTHORITY

Mayor/Board Chair

ATTEST:

City Clerk

Executed and accepted this ____ day of _____ 2022, by:

AMBULANCE DISTRICT

Board President

ATTEST:

Board Clerk