

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

by and between:

THE CITY OF DERBY, KANSAS,
And
THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between THE CITY OF DERBY, KANSAS, hereinafter referred to as the "City;" and SEDGWICK COUNTY, KANSAS, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, on August 14, 2002, the City and County entered into an agreement for the development of a fire station/emergency service facility at 1401 North Rock Road, Derby, Kansas ("Fire Station No.82" or "Facility"), followed by an October 9, 2002 Addendum (collectively referred to as "Lease Agreement for Sedgwick County Emergency Medical Services"), providing for quartering of EMS personnel and equipment at Fire Station No. 82; and

WHEREAS, on March 9, 2005, the City and County entered in an "Agreement to Provide Emergency Medical Services in the City of Derby and Sedgwick County;" and

WHEREAS, the parties desire to continue this relationship for the benefit of the parties and for the citizens of Derby, Kansas and surrounding areas; and

WHEREAS, the parties have found it necessary to enter into a single new agreement to reflect this relationship.

NOW THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do hereby agree to amend the agreement as follows:

SECTION 1. DEFINITIONS.

"Attendant" means a first responder, emergency medical technician, emergency medical technician-intermediate, emergency medical technician-defibrillator or a mobile intensive care technician certified pursuant to K.S.A. 65-6101, *et seq.*

"Emergency medical service" means the effective and coordinated delivery of such care as may be required by an emergency, including care and transportation of individuals by ambulance services and performance of authorized emergency care by a physician, professional nurse, a licensed physician assistant or attendant. K.S.A. 65-6112.

"Medical Society of Sedgwick County, Kansas" ("MSSC") means the professional association of licensed physicians and surgeons practicing in Sedgwick County charged by Kansas

statute and administrative regulation with the responsibility for establishing medical protocols to be used by medical providers and attendants in the course of providing emergency medical care.

“SCEMS” means the ambulance service provided by the emergency medical service operated by Sedgwick County.

SECTION 2. PURPOSE. It is mutually agreed between City and County that the County will exclusively provide Emergency Medical Services to, and for the benefit of, the citizens of Derby, Kansas. This service will be enhanced through County’s use of Fire Station No. 82.

SECTION 3. SERVICES PROVIDED; SOURCE OF FINANCING. County shall provide emergency medical services pursuant to K.S.A. 65-6101 *et seq.*, and may levy a tax and charge user fees to finance said emergency medical service as provided by K.S.A. 65-6113. City shall not make claim to any portion of the tax levied or user fees collected by County pursuant to state law for the financing of SCEMS, as long as County operates a minimum of one Type 1 ambulance, with state-certified personnel from a location within the city limits of the City of Derby. County shall establish and operate a sufficient number of ambulance units it deems necessary for adequate emergency ambulance service to the public and will obtain and maintain all necessary State permits and licenses to operate such service. County will schedule and deploy all ambulances to best meet performance guidelines as established by the local Emergency Medical Services System Professional Performance Board. County shall establish and maintain the SCEMS budget. All property of SCEMS will be held in the name of County, and if this agreement is terminated, County will retain ownership of all such property.

The City shall continue to provide and fund a medical first responder capability within the city limits of Derby with such resources as City deems adequate therefor; provided that the County shall provide equipment and supplies to the same extent such are provided to the Wichita Fire Department and the Sedgwick County Fire District #1.

SECTION 4. TERM; TERMINATION OF AGREEMENT. The base term of this agreement shall be five (5) years commencing as of January 1, 2012, and this agreement shall automatically extend for successive periods of five (5) years thereafter unless terminated by either party as provided herein. Either party hereto may terminate this agreement by written notice to the other given on or before July 1; provided, that unless another effective date is agreed upon by the parties, such termination shall be effective as of December 31 of the year in which such notice is given.

SECTION 5. PRIOR AGREEMENTS RESCINDED. It is understood that this agreement supersedes and cancels all agreements between the City and the County and providing for emergency medical service and facilities, including but not limited to agreements effective as of August 14, 2002, October 9, 2002, and March 9, 2005; provided, that the County shall not be liable hereunder for any portion of the cost of utility services to Fire Station No. 82 prior to September 1, 2012.

SECTION 6. USE OF FIRE STATION 82.

A. Each party hereto shall have exclusive use of those areas identified therefor in Attachment 1, which is incorporated herein as part of this agreement. All parts of such facility not designated for exclusive use by one party shall be designated as joint use areas. Employees of either

party hereto may enter upon an area designated for the exclusive use of the other when necessary to gain access to its own exclusive use area or to an area designated for joint use, but shall not in any case use or disturb any of the facilities or equipment in such exclusive use area. Unless necessary to access a portion of the facility it is authorized to use, neither party hereto shall enter upon any area designated as an exclusive use area for the other party unless necessary to respond to an emergency situation or to perform maintenance or repairs required of such party hereunder. All such entries shall be promptly reported to the party having exclusive use of the area entered.

B. Notwithstanding any other provision of this agreement, authorized representatives of the City may, upon notice to the County, enter upon area designated for the exclusive use of SCEMS personnel for the purposes of inspecting the facility, and performing any required maintenance, repair or replacement of equipment or fixtures located therein.

SECTION 7. MAINTENANCE AND REPAIR OF FIRE STATION NO. 82.

A. The City shall be solely responsible for maintenance, snow and ice removal on premises, repair of Fire Station No. 82 and repair and replacement of the HVAC, plumbing, electrical and mechanical systems located therein as well as all fixtures and equipment constructed or installed therein at the City's expense; provided, that maintenance, repair and replacement of specialized equipment or systems, including but not limited to HVAC equipment necessary to control the temperature of medicines or chemicals used by EMS personnel and installed specifically for the benefit of the County, shall be the sole responsibility of the County. Notwithstanding any other provision of this agreement, authorized representatives of the City may, upon notice to the County, enter upon area designated for the exclusive use of County EMS personnel for the purposes of inspecting the facility, including the County's compliance with the terms of this agreement, and performing any required maintenance, repair or replacement of equipment or fixtures located therein.

B. Except as provided in subsection "A" of this section, each party shall bear all of its own costs for maintenance, repair and replacement of equipment, including food preparation and storage equipment and other property installed, used or stored by such party in Fire Station No. 82.

SECTION 8. UTILITY EXPENSES.

From and after September 1, 2012, the County shall pay to the City, promptly following receipt of a statement from the City, twelve per cent (12%) of City's total monthly facility costs for electrical, water, sanitary sewer, trash collection, basic cable television service, pest control, third party fire protection inspections, HVAC yearly maintenance and vehicle exhaust equipment maintenance, such percentage being equivalent to the County's agreed-upon share of usage of Fire Station No. 82. This cost will be adjusted at five (5) year intervals to reflect the City's average cost for such services during the immediately preceding five (5) year period. Each party hereto shall pay its own costs for telecommunications services, as they respectively deem appropriate.

SECTION 9. INDEMNIFICATION.

A. The City agrees to fully indemnify, defend, and hold harmless the County, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action

whatsoever arising out of or resulting from or alleged to have arisen out of or resulted from any negligent act or omission or willful misconduct of the City, its officers, employees, independent contractors, or representatives in the performance duties arising out of this Agreement.

B. The County agrees to fully indemnify, defend, and hold harmless the City, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever arising out of or resulting from or alleged to have arisen out of or resulted from any negligent act or omission or willful misconduct of County, its officers, employees, independent contractors, or representatives in the performance of duties arising out of this Agreement.

SECTION 10. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.


Neither party hereto shall assign rights or delegate duties arising hereunder without the express written consent of the other.

SECTION 11. BINDING EFFECT.

This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first above written.

CITY OF DERBY:




Dion P. Avello, Mayor

SEDGWICK COUNTY BOARD
OF COUNTY COMMISSIONERS:

TIM R. NORTON, Chairman

ATTEST:



Jean Epperson, City Clerk

ATTEST:

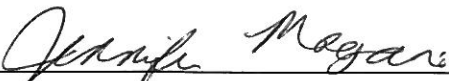
Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:



Phil Alexander, City Attorney

APPROVED AS TO FORM:



Jennifer Magaña
Deputy County Counselor

