

MUNICIPAL ORDER NO. 7, 2021

AN ORDER OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, KENTUCKY AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AND EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WRIGHT, KENTUCKY AND THE CITY OF PARK HILLS, KENTUCKY RELATING TO EMS SERVICES FOR FISCAL YEARS 21-22 AND 22-23.

BE IT ORDERED, as follows:

SECTION I

That pursuant to the reasons indicated therein, the Mayor, on behalf of the City of Park Hills, Kentucky, is hereby authorized and directed by the City Council to enter into and execute an Interlocal Agreement between the City of Fort Wright, Kentucky and the City of Park Hills, Kentucky relating to EMS Services for Fiscal Years 21-22 and 22-23, pursuant to the provisions and conditions set forth therein, a copy of which is attached hereto, made a part hereof and incorporated by reference. The payment for such services has been set forth and approved in the annual budget.

SECTION II

That this Order shall be signed by the Mayor, attested to by the City Clerk and shall become effective upon adoption.

Adopted: June 7, 2021


MAYOR KATHY ZEMBRODT

ATTEST:


JULIE ALIG, CITY CLERK



City of Fort Wright

409 Kyles Lane | Fort Wright, KY 41011 | www.fortwright.com | 859.331.1700

City of Park Hills
Attn: Mayor Kathy Zembrodt
1106 Amsterdam Road
Park Hills, KY 41011

Dear Mayor Zembrodt,

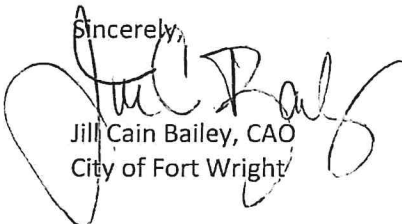
In follow up to our meeting in which we discussed the need to enter into a new Interlocal Agreement between our entities for the continued provision of Emergency Medical Services (EMS), please find enclosed our proposed two-year agreement. Additionally, I share the following information regarding it:

1. On March 19th, 2021 the Fort Wright Finance Committee met and discussed your proposed contract amount of \$91,000 annually. After further discussion and review with the Fort Wright City Council they are in agreement to extend services at the amount referenced for Fiscal Year 21-22. However, in Fiscal Year 22-23 they are proposing an approximate 4.4% increase bringing the annual payment to \$95,000.
2. Our City Attorney Tim Theissen spoke with Councilmember Spoor on the phone and discussed her concerns over verbiage in the pre-existing contract. Additionally, Chief Schewe and myself met with him and discussed some changes we thought would be beneficial to both parties. As a result, we are providing two copies of the contract document for your review. If you are in agreement to contract for services, please sign both copies and return them to us for Mayor Hatter's signature and filing with the Department of Local Government. A fully executed copy will be returned to you for your official records.
3. The Finance Committee would like to recommend to your Finance Committee that we meet collectively at least twice annually to discuss issues of importance regarding the provision of services and address future contract renewals on an on-going basis.

On behalf of the City of Fort Wright, we have enjoyed a successful relationship for many, many years and we look forward to continuing to work together on this and other matters of importance to all in the community we serve.

If you have any questions, or concerns, please do not hesitate to contact me at your convenience. Thank you.

Sincerely,



Jill Cain Bailey, CAO
City of Fort Wright

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WRIGHT, KENTUCKY AND
THE CITY OF PARK HILLS, KENTUCKY RELATING TO EMS SERVICES**

THIS INTERLOCAL AGREEMENT (hereinafter the “Agreement”) is entered into this 19th day of May, 2021, between the city of Fort Wright, Kentucky, located in Kenton County, Kentucky, and the city of Park Hills, Kentucky, located in Kenton County, Kentucky.

WITNESSETH:

WHEREAS, Ft. Wright is duly licensed by the Commonwealth of Kentucky to provide advanced life support and emergency medical treatment (“EMS Services”) with the goal of satisfactorily treating the present physical conditions and/or arranging for timely patient treatment and transport to the nearest receiving facility;

WHEREAS, Ft. Wright’s EMS Services include trained personnel who are licensed by the Commonwealth of Kentucky as Emergency Medical Technicians, Basic and Paramedic (“EMT-P and EMT-B”);

WHEREAS, Park Hills desires to provide to its citizens EMS Services and to use the services of Ft. Wright within the city boundaries of the City of Park Hills; and

WHEREAS, Ft. Wright desires to perform a vital service by providing EMS Services to the city of Park Hills;

Whereas, this Agreement has been approved by the Council of both the City of Fort Wright and by the Council of the City of Park Hills adopting Municipal Orders at an official meeting authorizing its execution by the Mayor of each City; and this Agreement shall be submitted to the Kentucky Department of Local Government pursuant to KRS 65.265(3) whose approval, or failure to act within thirty days, is understood by both Cities to be a condition precedent to this Agreement’s entry into force. Id.

NOW, THEREFORE, in accordance with KRS 65.210-.300, and in consideration of the mutual promises of this Agreement, the parties agree as follows:

1) **Agreement Term.**

- a) This Agreement shall be for a period of two years, beginning at 12:00 A.M. on July 1, 2021, and ending at 11:59 P.M. on June 30, 2023 (“Agreement Term”).
- b) In accordance with KRS 65.250(d) and KRS 79.170, no later than June 30, 2022, each City shall in writing notify the other of its intention to enter into a new contract concerning the services for the two year period subsequent to the termination of this Agreement, or of its intention to terminate the arrangements; provided however that in the absence of a termination notice, it will be deemed that both Cities desire to enter into a new contract for the subsequent two year period at terms to be subsequently established by agreement of the Cities.

2) **EMS Services.**

- a) Ft. Wright agrees to furnish EMS Services to all persons located within the corporate limits of Park Hills, and to use reasonable diligence to provide the same or similar level of EMS Services to Park Hills as it provides to persons in Ft. Wright. Ft. Wright shall respond to Park Hills EMS Services calls, with such equipment Fort Wright determines is necessary.
- b) Ft. Wright shall be required to use reasonable diligence in its duties, recognizing that (1) Ft. Wright’s Fire Department also services Ft. Wright, and (2) Ft. Wright’s Fire Department is and may become a party to a mutual aid and life squad agreements with third parties including other municipalities, specifically including but not limited to the City of Kenton Vale, Kentucky.
- c) Ft. Wright shall provide a physician to serve as the EMS Services Medical Director and to supervise its EMS Staff, who shall be located in the City of Ft. Wright.

- d) Ft. Wright shall provide EMS Services under the protocols, educational requirements and quality assurance programs that meet applicable state guidelines.
- e) Pursuant to KRS 79.130 the officers, agents, servants and employees of EMS Staff of the City of Fort Wright shall be deemed to be sworn in and authorized to act within the boundaries of the City of Park Hills and such qualification and authorization to act shall not be considered the holding of incompatible positions

3) Payment for EMS Services.

- a) In consideration of Ft. Wright providing EMS Services as outlined herein, Park Hills shall pay Ft. Wright for the fiscal year July 1, 2021 to June 30, 2022 the sum of \$91,000.00 annually, payable in four equal quarterly installments of \$22,750.00. For the second fiscal year of this Agreement, July 1, 2022 to June 30, 2023, the annual sum shall be increased to \$95,000, also payable in advance in equal quarterly installments.
- b) Each quarterly installment shall be paid on the first day of the first month of each quarter, beginning on July 1, 2021.

4) Billing for EMS Services.

- a) As additional consideration for this Agreement, Ft. Wright shall be entitled to bill and collect directly from Park Hills residents and visitors for any EMS Services Ft. Wright provides in the same or similar manner as it does for Fort Wright residents and visitors.
- b) Ft. Wright shall also bill and collect payment from primary and secondary insurers for EMS Services.
 - i) After receiving insurance payments, Ft. Wright shall bill service recipients for two billing cycles. A billing cycle shall consist of a 30 day period.

- ii) If payment is not received after two billing cycles, Ft. Wright reserves the right to collect on delinquent accounts.

5) Insurance.

- a) Ft. Wright shall maintain, at its sole cost and expense:
 - i) Professional liability/medical malpractice insurance coverage for the EMS Services provided to Park Hills in the minimum amount of \$1,000,000.00 for each medical claim and \$2,000,000.00 annually for the aggregate of all claims.
 - ii) Automobile liability insurance coverage for the EMS Services provided to Park Hills in the minimum amount of \$1,000,000.00 for each medical claim and \$2,000,000.00 annually for the aggregate of all claims.
 - iii) Comprehensive general liability insurance coverage in the minimum amount of \$1,000,000.00 for each medical claim and \$2,000,000.00 annually for the aggregate of all claims.
- b) Ft. Wright may satisfy its insurance requirements through a single general municipal liability policy providing coverage as required by this Agreement.
- c) Ft. Wright shall purchase insurance coverage from a carrier authorized by the Kentucky Department of Insurance either (1) to provide professional liability/medical malpractice insurance in Kentucky, or (2) to do business in Kentucky as an eligible surplus lines carrier.
- d) For any claims arising out of this Agreement, Park Hills shall be named as an additional insured on the required policies of insurance.
- e) Ft. Wright shall provide Park Hills with immediate notice in the event of any loss, cancellation, termination, or material alteration to such insurance coverages.

- f) At Park Hills' request, Ft. Wright shall provide Park Hills with Certificate(s) of Insurance as evidence that coverage has been obtained.

6) **Relationship of the Parties.**

- a) The Parties mutually understand and agree that Ft. Wright is at all times acting as an independent contractor in performing the duties and obligations imposed by this Agreement.
- b) Except as provided in this Agreement, Park Hills shall not have any control or direction over the manner, methods, or means by which Ft. Wright performs its work and functions.
- c) Nothing in this Agreement shall be construed to require either party to refer any EMS Service recipients to the other party, and no payment or any portion of any payment shall be made as an inducement or compensation for referrals of EMS Service recipients or other business between the parties.
- d) No new interlocal agency is created by this Agreement. The Fire/EMS Chief of the City of Fort Wright shall be the administrator responsible for the undertaking provided in this Agreement, pursuant to KRS 65.250(2)(a); in his absence the City Administrative Officer shall so act. All legal notices or other official communications between the two Cities shall be between the Mayors of Fort Wright and Park Hills that are in office at the time of the notice or communication, with a copy to their respective city administrator or city clerk. Any and all real or personal property used in the undertakings of this Agreement shall be acquired and held by the City of Fort Wright to be disposed of at its sole prerogative, per KRS 65.250(2)(b).

- 7) **Choice of Law and Venue.** The Parties agree this Agreement shall be interpreted according to the laws of the Commonwealth of Kentucky. The Parties further agree Kenton County, Kentucky, shall be the exclusive venue for any state court proceeding that may arise out of this Agreement.

8) **No Third-Party Rights.**

- a) The Parties' rights and duties as set forth in this Agreement shall inure to the benefit of, and be binding upon, only the two Cities of Ft. Wright and Park Hills. The Parties undertake this Agreement solely for the benefit of Ft. Wright and Park Hills, and not for the benefit of any other person or entity, including, but not limited to, any service recipients and their representatives.
- b) Neither this Agreement nor any of its provisions shall be deemed to grant any benefit, right, claim, or cause of action to any third party, including the residents or citizens of either City.

9) **Notice.**

- a) The Parties agree that any required notice must be in writing in any effective manner with proof of delivery and receipt; notice will be deemed given at the time it is deposited in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows, if this method is used:

Park Hills: City of Park Hills
1106 Amsterdam Road
Park Hills, Kentucky 41011
Attn: Mayor
With copy to the City Clerk

Ft. Wright: City of Fort Wright
409 Kyles Lane
Fort Wright, Kentucky 41011
Attn: Mayor
With copy to the City Administrator

- b) Either party may change its address by a properly sent notice.

10) **Modification.** The Parties agree they may modify or waive any provision of this Agreement only in a written document that is executed by both Parties.

- 11) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties.
- 12) **Severability.** The Parties agree the provisions of this Agreement are severable, and, if any part is found to be unenforceable, the other parts shall remain fully valid and enforceable.
- 13) **Waiver.** If either party fails (1) to insist upon the performance of any terms of this Agreement, (2) to exercise a right conferred by this Agreement, or (3) to contest any breach of this Agreement, the Agreement shall nonetheless continue in full force and effect.
- 14) **Authority.** The Mayors of Ft. Wright and Park Hills represent they have full authority to sign this Agreement on behalf of their respective cities pursuant to a Municipal Order passed pursuant to KRS 83A.060(12) at an official meeting by their City's Council authorizing them as Mayor to enter into the Agreement.

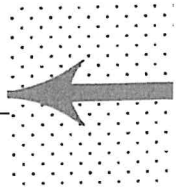
IN WITNESS WHEREOF, the parties have signed the Agreement and delivered it to their duly authorized representatives, as of the date set forth above.

City of Ft. Wright:

City of Park Hills:

By: _____
 Dave Hatter
 Title: Mayor
 Date: _____

By: _____
 Kathy Zembrodt
 Title: Mayor
 Date: 6-7-21



Approved pursuant to KRS 65.260(3):

Kentucky Department of Local Government

By: _____
 Printed Name: _____
 Title: _____
 Date: _____