

**COOPERATION AGREEMENT
CONCERNING THE PROVISION OF EMERGENCY
MEDICAL SERVICES IN DOUGLAS COUNTY**

THIS AGREEMENT is made and entered into this 16th day of December, 1996, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City") and the County of Douglas County, State of Kansas, (hereinafter referred to as the "County").

RECITALS

Whereas, K.S.A. 65-6113 authorizes the governing body of any municipality, including any city or county, to establish, operate and maintain an emergency medical service or ambulance service as provided by K.S.A. 65-6101 et seq. ("the Act") as a municipal function and may contract with another municipality for the purpose of furnishing emergency medical services or ambulance services within or without the boundaries of the municipality upon such terms and conditions and for such compensation as may be agreed upon; and

Whereas, Douglas County operates an ambulance service within Douglas County; and

Whereas, the City of Lawrence operates a fire and emergency rescue service as the Lawrence Fire Department within the City of Lawrence; and

Whereas, the County and the City are desirous of cooperating in the efficient and effective provision of emergency medical services to all portions and residents of Douglas County; and

Whereas, the consolidation of County emergency medical services and the City Lawrence Fire Department will result in the efficient and effective allocation and management of current and future emergency medical and fire services; and

Whereas, K.S.A. 12-2908 et seq., and amendments thereto, authorizes the parties hereto to contract to perform any governmental service, activity or undertaking which each contracting city or county is authorized by law to perform;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

Section 1. Recitals. The recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. Purposes. The purposes for which the parties have entered into this agreement are to permanently combine County emergency medical services and City fire services to form a City Department providing fire and emergency medical services which will be a department of the City of Lawrence providing emergency medical services within Douglas County pursuant to the

provisions of this agreement and providing fire services within the City of Lawrence and other jurisdictions pursuant to agreements.

Section 3. Department Established; Transfer of Personnel; Negotiation of Employee Agreements.

A) Within thirty (30) days after the execution of this Agreement, the City shall adopt an ordinance providing for the establishment of a Department combining the County ambulance service division and the City Fire Department, said department hereafter referred to as "the department." The parties agree that within thirty (30) days after the execution of this Agreement all County employees of the Division of Emergency Medical Services on the date of this agreement, shall become employees of the City of Lawrence, with all the rights, privileges and responsibilities thereof, including the employment of the City in the department. The department head shall be called the Director, and shall be responsible to, and supervised by, the City Manager. The date upon which the Emergency Medical Service employees become employees of the City shall be defined to be the effective date for the merger of the two services. Nothing in this Agreement shall be construed to impose a contractual obligation upon the City to employ any specific individual of the County Department of Emergency Medical Services after the date upon which that individual becomes an employee of the City.

B) Emergency Medical Service employees shall be integrated into the Department at pay grades and ranks consistent with their level of responsibility upon the effective date of the merger, as follows:

DCAS Director to Deputy Director
 Training Officer to Major
 Operations Supervisor to Battalion Chief
 Shift Training Officer to Captain
 Team Leader to Lieutenant
 Paramedic to Fire Fighter
 EMT to Fire Fighter

County employees becoming City employees shall receive compensation equal to the compensation on the date of the merger in subsection A) and there shall be no reduction in pay, seniority, and pay scale potential for such employees. The Deputy Director shall serve as a liaison official to Douglas County, and shall be directly available to the County Commissioners and the County Administrator to respond to such concerns or issues as may be raised, from time to time, concerning the operation of the Department, specifically including the provision of emergency medical services in areas outside the city of Lawrence.

C) The County Administrator shall appoint a County employee, confirmed by the County Commission, to serve as a representative of the County on negotiations with employee groups for the negotiation of memorandum of understandings governing the employment relationship

between the City and such employees as may be employed in the Department. The Board of County Commissioners shall review and comment on all proposed memorandum of understanding agreements prior to approval by the governing body of the City of Lawrence. The City and the employee organization shall remain the sole parties to the memorandum of understanding agreements.

D) It is the intent of the County and the City to ensure the fullest measure of cooperation between the County and the City in the determination of personnel compensation for the department, and to cooperate to the fullest extent possible in the decision-making processes during any meet and confer proceedings with employee groups which might affect the financial responsibilities for the department.

Section 4. City and County Financial Obligations upon and after the Merger.

A) The parties agree that the County has budgeted \$ 1,865,201 for the provision of emergency medical services in 1997, said budget attached as Appendix A to this Agreement. The parties agree that the City has budgeted \$ 5,241,023 for the provision of fire and rescue services in 1997, said budget attached also as Appendix A to this Agreement.

B) The parties agree that the County shall provide the City with compensation for the operations of the department pursuant to the following schedule:

1. One quarter (1/4) of the annual County share shall be transferred to the City on March 1 of every year.
2. One quarter (1/4) of the annual County share shall be transferred to the City on June 1 of every year.
3. One quarter (1/4) of the annual County share shall be transferred to the City on September 1 of every year.
4. One quarter (1/4) of the annual County share shall be transferred to the City on December 1 of every year.

The County share for the budget year of 1997 shall be the amount budgeted for 1997 as indicated in subsection A) above, provided that if the merger date as set forth in Section 3 is later than January 1, 1997, the amount transferred shall be prorated. It being the intent of this provision that the County transfer funds to the City in an amount equal to those County budgeted funds for 1997 when the responsibility for personnel and other services of emergency medical services is the responsibility of the City pursuant to this Agreement. For budget years 1998 and beyond the County share for financing the operations of the department shall be determined pursuant to this Agreement.

Section 5. Future Financial Obligations of the City and the County for the Department.

The Department shall submit to the City Manager and the County Administrator the projected budget for the Department for the next coming budget year. The projected budget shall be in such detail that the City and the County can determine their respective financial responsibilities pursuant to this Agreement. The City and the County shall jointly budget and appropriate for the operation, excluding capital expenditures, of the Department, pursuant to a determination that the City shall pay seventy-four percent (74%) of the total Department budget, and the County shall pay twenty-six percent (26%) of the total Department budget. For purposes of this section, capital expenditures shall mean equipment and assets with a life span greater than one (1) year and a cost greater than \$5,000. The City and the County shall budget separately for capital expenditures of the department. Further, the City and the County shall budget pursuant to the following obligations:

a) **County Financial Obligations.** It shall be the obligation of the County to finance all costs associated with the provision of ambulance services to the entire County, including within the City of Lawrence. The County will be responsible for 100% of the cost of the replacement or addition of all vehicular and other capital equipment that is used primarily for medical (ambulance) purposes. The County shall be responsible for 100% of the cost associated with building and maintaining buildings for medical (ambulance) purposes. The County agrees to pay for coroner field services pursuant to the approved County program for such services.

b) **City Financial Obligations.** It shall be the obligation of the City to finance all costs associated with the provision of fire prevention and suppression purposes within the City. The City shall provide for 100% of the cost of the replacement or addition of all vehicular and other capital equipment that is used primarily for fire prevention and suppression purposes. The City agrees that appropriate personnel of the Department shall provide coroner field services to Douglas County pursuant to the approved County program.

c) **Joint County and City Obligations.** It shall be the obligation of the County and the City to jointly determine the level of emergency medical services provided pursuant to this Agreement, provided that the parties agree that substantial changes in the level of department services and/or costs shall be grounds for additional or reduced financial obligation on the part of the party requesting or benefiting from the substantial change in the level of service. The parties agree that in the determination of the level of emergency medical services the parties shall endeavor to provide adequate emergency medical services to all portions of Douglas County and all residents of Douglas County. In the judgment of the Board of County Commissioners, the failure of the Department to consistently provide adequate emergency medical services to service areas located in the cities of Eudora, Baldwin City, LeCompton, or the unincorporated portions of the County, or portions thereof, shall be adequate grounds for the amendment or termination of this Agreement. In the judgment of the City Commission, the failure of the County Commission to adequately finance emergency medical services for the City of Lawrence shall be adequate grounds for the amendment or termination of this Agreement.

Section 6. Fees for Service: Collection Responsibilities. The County and the City shall cooperate in the effective and efficient collection of fees for service for the emergency medical services. The County and the City shall jointly establish fees for service for emergency medical services by a jointly adopted resolution/ordinance. The City shall collect fees for service for emergency medical services and deposit the same, on a quarterly basis, with the County Treasurer to the credit of Douglas County.

Section 7. Emergency Medical Service Station in Baldwin City. On and after January 1, 1998, the department shall provide ambulance service stationed in Baldwin City with one (1) paramedic per shift. The parties may enter into such agreements with the City of Baldwin City as are necessary to effect the stationing of ambulance service in Baldwin City.

Section 8. Responsibilities for Emergency Medical Services: Regulation Thereof. Upon the effective date of the merger of the services pursuant to Section 3, the County agrees to transfer all responsibilities for the provision of emergency medical services within Douglas County to the City. Within sixty days of the effective date of this Agreement, the County agrees to adopt a Resolution, pursuant to K.S.A. 65-6131, establishing a license requirement for the provision of emergency medical services within Douglas County. Within sixty days of the effective date of this Agreement, the City agrees to adopt an Ordinance, pursuant to K.S.A. 65-6131, establishing a license requirement for the provision of emergency medical services within the City of Lawrence.

Section 9. Property Transfers and Responsibilities. An inventory of property is attached to this Agreement as Appendix C, such property shall be transferred to the City pursuant to the provisions of this Agreement. Within thirty (30) days of the effective date of this Agreement, the County shall transfer all titles to vehicles currently used by County for emergency medical services to the City. On the effective date of this Agreement, all equipment, commodities, furniture, and other physical resources of the County emergency Medical Services shall be hereafter titled to the City. The County agrees to transfer control of the emergency medical service station located at 1839 Massachusetts Street to the City, provided, that the City agrees not to transfer title to property located at 1839 Massachusetts without consulting with the County. The County agrees that the ambulance station located at 225 Maine shall be utilized for Department use, and that the County shall not transfer title to said property without the consent of the City. The City agrees to maintain the facility at 225 Maine. If the ambulance station at 225 Maine is no longer utilized for Department use, the County may, after consultation with the City, dispose of such facility or use such facility as it may determine.

Section 10. Liabilities and Obligations. The parties agree that all liabilities and claims (including but not limited to worker's compensation, general liability, third party liability, and unemployment compensation) associated with the provision of emergency medical services, occasioned before the effective date of the merger pursuant to Section 3 of this Agreement, shall be the responsibility of the County, and the City shall not have any responsibility in regard thereof.

To this end, the County agrees to maintain such insurance as may be necessary to defend and hold harmless the City from any and all liabilities and claims for the provision of emergency medical services prior to the effective date of the merger pursuant to Section 3 of this Agreement. The City agrees to defend and hold harmless the County from any and all liabilities and claims for the provision of emergency medical services after the effective date of the merger pursuant to Section 3 of this Agreement.

Section 11 Termination. This agreement may be terminated by either party upon the giving of written notice to the other party, provided that such termination shall only take effect on and after the 1st day of January following the notice to terminate which must be provided prior to July 1 of any year. Upon the effective termination of this agreement, equipment, machinery, vehicles, and supplies transferred from the County to the City, or purchased with County funds pursuant to this agreement, shall become the property of the County. Upon and after the effective date of termination, the property and structure at 225 Maine shall be controlled by the County. All other equipment, machinery, vehicles, and supplies shall remain the property of the City. The parties agree that the continuous provision of quality emergency medical services is in the best interests of the public. The parties further agree that any termination of this agreement should be conducted in a manner which ensures the provision of continuous quality emergency medical services to the public and provides adequate transition time for: employees, the acquisition of equipment and vehicles, and the proper planning of a new organizational structure or structures to provide emergency medical services.

Section 12. Approval and Authorization. Each of the parties warrants and represents by the execution of this Agreement that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

Section 13. Duration. The duration of this Agreement shall be perpetual, unless terminated as herein provided.

Section 14. Survival of Representation and Warranties. All representations, warranties, covenants and agreements contained herein shall survive the termination of this Agreement.

Section 15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

Section 16. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 17. Venue. It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this Agreement, or of any breach of the Agreement herein,

venue of action concerning such dispute shall be in the District Court of Douglas County, Kansas.

Section 18. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

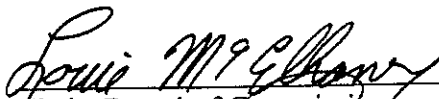
Section 19. Effective Date. This Agreement shall take effect upon the date first set out above.

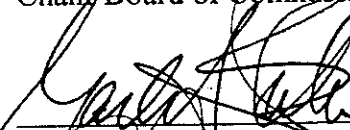
Section 20. Prior Agreements. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

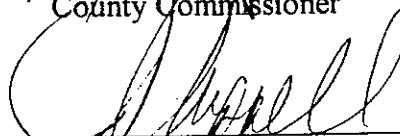
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the day and year first set out.

DOUGLAS COUNTY, KANSAS

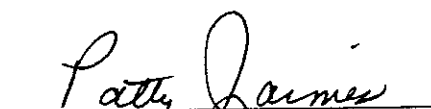
This Agreement is approved, as authorized by the Board of Commissioners of Douglas County, Kansas on the 16th day of December, 1996.


Chair, Board of Commissioners


County Commissioner

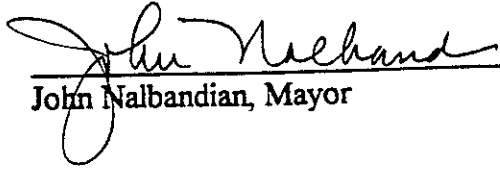

County Commissioner

ATTEST:

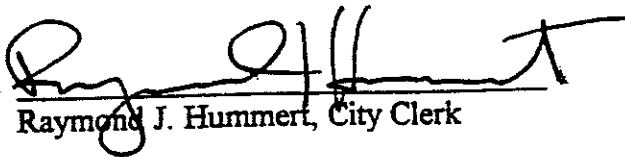

Patty Jaimes, County Clerk

CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the governing body of the city of Lawrence, Kansas
this 13th day of December, 1996.


John Nalbandian, Mayor

ATTEST:


Raymond J. Hummert, City Clerk

APPENDIX A: 1997 AMBULANCE SERVICE BUDGET

LINE ITEM	1997 AMBULANCE BUDGET
PERSONNEL	\$1,242,740
CONTRACTUAL	\$81,092
COMMODITIES	\$87,570
MISC. EXPENSES	\$7,500
CAPITAL <5000	\$16,000
KPERS	\$839
FICA	\$95,070
KPF	\$187,688
UNEMPLOYMENT	\$4,474
HEALTH INS.	\$78,428
LIFE INS.	\$0
WORKERS COMP	\$40,901
LIABILITY INS.	\$0
PUBLIC OFFICIALS INS.	\$3,464
VEHICLE INS.	\$5,102
PROPERTY INS.	\$1,785
BOILER INS.	\$0
PHYSICAL FITNESS	\$5,580
ATHLETIC CLUB	\$3,120
IMMUNIZATIONS	\$3,848
TOTAL	\$1,865,201

APPENDIX B: 1997 FIRE DEPARTMENT BUDGET

LINE ITEM	1997 FIRE BUDGET
PERSONNEL	\$4,009,516
CONTRACTUAL	\$191,869
COMMODITIES	\$124,245
MISC. EXPENSES	\$0
CAPITAL <5000	\$98,067
KPERS	\$2,632
FICA	\$35,948
KPF	\$400,415
UNEMPLOYMENT	\$3,934
HEALTH INS.	\$239,000
LIFE INS.	\$6,508
WORKERS COMP	\$84,400
LIABILITY INS.	\$4,788
PUBLIC OFFICIALS INS.	\$4,561
VEHICLE INS.	\$9,870
PROPERTY INS.	\$1,940
BOILER INS.	\$399
PHYSICAL FITNESS	\$16,930
ATHLETIC CLUB	\$0
IMMUNIZATIONS	\$6,000
TOTAL	\$5,241,023