

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

THIS AGREEMENT is made and entered into this 27th day of October, 1998, 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, 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;

Whereas, the City and the County did enter into a cooperation agreement on December 16, 1996 (hereinafter referred to as the "Agreement") and

Whereas, the City and the County now desire to adopt this Amendment to Agreement to make certain modifications to the Agreement and reaffirm the continuing validity of the remainder of the Agreement;

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. Amendment to Section 4 of the Agreement. Section 4 of the Agreement is hereby amended to read as follows:

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

A) 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 twelfth (1/12) of the annual budgeted revenue for ambulance services from tax sources shall be transferred to the City on a monthly basis, due to the City Department of Finance on the first day of the month for the preceding month.
2. The County shall pay to the City Department of Finance by the end of the month following the end of the quarter period, one-quarter (1/4) of the budgeted revenue amount from user fees, regardless of the actual amount collected.

Section 3. Section 5 of the Agreement is hereby amended to read as follows:

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

A) 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-five percent (75%) of the total Department budget, and the County shall pay twenty-five percent (25%) 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:

B) 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.

C) 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.

D) 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 4. Reaffirmation of all other provisions of the Agreement.

All other sections and provisions of the Agreement entered into between the City and the County on December 16, 1996 not amended by the provisions of this Amendment to Agreement are hereby reaffirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to 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 26th day of October, 1998.

Tom Taul
Chair, Board of Commissioners

Dean Kiden
County Commissioner

Mark A. Guller
County Commissioner

ATTEST:

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Patty Jaimes
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 3rd day of November, 1998.

Martin A. Kennedy
Martin A. Kennedy, Mayor

ATTEST:

Raymond J. Hummert
Raymond J. Hummert, City Clerk