

RESOLUTION NO. __:2019

WHEREAS, the City of Morehead, Kentucky Board of City Council (hereinafter referred to as "CITY"), desires to enter into a Memorandum of Agreement with Rowan County for ambulance and emergency medical services;

WHEREAS, the City has reviewed the Memorandum of Agreement, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City of Morehead, Kentucky Board of City Council that the Memorandum of Agreement between the City of Morehead and Rowan County is approved as written and Mayor White-Brown shall have the authority to execute said Agreement on the City's behalf.

Passed and adopted by the City Council of the City of Morehead this ____ day of _____, 2019.

Laura White-Brown, Mayor

ATTEST:

Crissy Cunningham, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN ROWAN COUNTY, KENTUCKY
AND CITY OF MOREHEAD, KENTUCKY**

THIS AGREEMENT made and entered into as of the ____ day of _____, 2019 by and between Rowan County, Kentucky, hereinafter referred to as "County", and the City of Morehead, Kentucky, hereinafter referred to as "City";

WITNESSETH, THAT:

WHEREAS, the City is desirous of contracting with the County for ambulance and emergency services for the residents of the City of Morehead, Kentucky;

NOW, THEREFORE, in consideration of the premises aforesaid and in further consideration of the mutual promises, covenants, and agreements herein and in consideration of the mutual benefits to the County and the City, the parties hereby agree as follows:

Section 1: Duties

a. The County shall provide the residents of the City of Morehead twenty-four (24) hour ambulance/emergency services. Further, the County shall work with St. Claire Regional Medical Center a/k/a St. Claire Healthcare to develop cooperative transportation agreements.

b. The County shall meet all statutory requirements set forth in the Kentucky Revised Statutes and Kentucky Administrative Regulations for conducting an ambulance service including, but not limited to the following:

1. At least one (1) person on each ambulance run shall possess currently valid emergency medical technician certification.

2. All vehicles used for the operation of the Rowan County Ambulance Service shall comply with vehicle and equipment administrative regulations issued by the Cabinet for Health Services.

3. At least two (2) trained persons, one (1) driver and (1) attendant, shall be carried on each ambulance for each ambulance call which is covered by this Agreement.

c. The County shall notify the City of its rates for services upon execution of this Agreement. The County shall charge the residents of the City the same rate for services as it charges the residents of the County. Further, the County shall have sixty (60) days to notify the City of any rate changes.

d. The County shall provide the City with monthly reports detailing dispatch totals and financial operations.

e. The City shall provide routine maintenance and repairs to the ambulance service vehicles within the scope of its abilities and in a manner that does not infringe on its own needs for such services. The County shall be responsible for the purchase of all parts and consumables.

Section II: Term

This Agreement shall be effective from July 1, 2019 to June 30, 2020.

Section III: Compensation

For services rendered under this Agreement the City shall pay to the County the sum of \$15,666.67, for the first eight months and 15,666.66 for the final four months of said Agreement, said payment being due to the County on the 15th day of each month.

Section IV: Insurance

The County shall, upon execution of this Agreement, provide to the City proof of Workers Compensation insurance and proof of public liability insurance.

Section V: Severability and Limited Enforceability

It is understood and agreed, that should any portion of any clause or paragraph of this Agreement be deemed too broad to permit enforcement to its fullest extent, then such restriction shall be enforced to a maximum extent permitted by Law, and the City and County hereby consent and agree that such scope may be modified accordingly in any proceeding brought to enforce such restriction. Further, it is agreed that should any provision in this Agreement be entirely unenforceable, then the remaining provisions of the Agreement shall not be affected thereby.

Section VI: Governing Law

This Agreement shall be governed by, and construed under and in accordance with the laws of the Commonwealth of Kentucky.

Section VII: Assignment

This Contract and the rights and obligations hereunder may not be transferred, pledged, encumbered, assigned, anticipated or alienated by either party.

Section VIII: Hold Harmless and Assumption of Risk

The County agrees that the City, its Board of City Council Members and employees shall not be responsible for damages to property or injuries to persons, which may arise from or be incident to the services provided by this Agreement and the County shall hold the City and its individual members, Board of City Council Members and employees harmless from any and all claims for such damages or injuries. Further, the County agrees that, at all times during which this Agreement is effective, it will maintain a public liability insurance policy in an amount satisfactory to the City insuring against damages or injuries referenced herein.

Section IX: Termination

Either party may terminate this Agreement by giving at least a six (6) month notice to the other party of its intention to terminate this Agreement. Said notice must include a copy of the resolution of the Board of City Council or the Fiscal Court authorizing termination.

Section X: Notice

All notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated below or to such address as either may specify by notice to the other:

If to the City:

Laura White-Brown, Mayor
City of Morehead, Kentucky
314 Bridge Street
Morehead, KY 40351

If to the County:

Harry Clark, Judge Executive
Rowan County Kentucky
600 West Main Street
Morehead, KY 40351

Section XI: Non-Discrimination

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and

(e) The Contractor shall send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

Section X: Entire Agreement

This Agreement contains all the terms, conditions, and promises of the parties hereto. No modification of this Agreement or any provisions thereof, shall be valid or binding unless in writing and executed by both parties hereto. A waiver by either party or any breach of any term or provision in this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____ 2019.

COUNTY OF ROWAN

CITY OF MOREHEAD, KENTUCKY

By: Harry Clark,
Judge Executive

By: Laura White-Brown, Mayor

Witness: _____

Witness: _____