

**AN INTERLOCAL COOPERATION AGREEMENT FOR THE COORDINATED
DELIVERY OF EMERGENCY MEDICAL SERVICES MEDICAL DIRECTION
WITHIN THE BOUNDARIES OF JOHNSON COUNTY, KANSAS**

THIS AGREEMENT, made and entered into this ____ day of _____ 2013, by and among the Board of County Commissioners of Johnson County, Kansas (“County”), the City of Leawood, Kansas; the City of Merriam, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Lake Quivira, Kansas; the City of Shawnee, Kansas; Consolidated Fire District No. 2, Northeast Johnson County, Kansas; Johnson County Fire District No. 1; Johnson County Fire District No. 2; and Northwest Consolidated Fire District (the parties are collectively referred to as the “Participants”), each party duly having been organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, *K.S.A. 65-6101 et seq., and amendments thereto*, authorizes the each of the Participants, independently, to establish, operate and maintain an emergency medical or ambulance service as a municipal function within or without the boundaries of their respective jurisdictions; and

WHEREAS, pursuant to *K.S.A. 65-6126, and amendments thereto*, each emergency medical service so established shall have a medical director to review, approve and monitor the activities of their attendants; and

WHEREAS, the County has established, as functions of Johnson County Government: (i) emergency medical services operated and maintained under the direction of Johnson County Emergency Medical Services (“Med-Act”) which provides for the delivery of emergency care as may be required by an emergency within or without the boundaries of Johnson County, Kansas; and (ii) a system of fire and emergency medical service communications operated and maintained under the direction of the Johnson County Emergency Management and Communications (“EMC”) which provides for emergency medical call delivery and emergency medical dispatch (EMD) for all fire and emergency medical services (EMS) departments operating within Johnson County, Kansas; and

WHEREAS, the Participants wish to mutually cooperate with each other and potentially with other certain area cities and public entities who may hereafter join in this effort by addendum to this Agreement, in providing the citizens of Johnson County, Kansas with a patient-

centered and coordinated pre-hospital emergency medical services system having (i) an efficient and effective framework and decision-making process for evaluating the delivery of current and future emergency medical services and (ii) the medical oversight of a licensed physician serving as the medical director to the Participants; and

WHEREAS, the Participants wish to cooperate and coordinate with various hospitals located in Johnson County, Kansas or in adjacent counties (“the Hospitals”), for the provision of such pre-hospital emergency medical services through a separate agreement to be entered into by the County and the Hospitals (“Hospital Agreement”).

WHEREAS, the Kansas Interlocal Cooperation Act, *K.S.A. 12-2901 et seq., and amendments thereto* (hereinafter “Act”), permits local government units, including the parties to this Agreement, to make the most efficient use of their powers by enabling them to cooperate with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, *K.S.A. 12-2904, as amended*, authorizes the Participants, as public agencies defined under the Act, and other like and similarly situated public agencies, to cooperate by agreement in providing a mutually coordinated emergency medical services system for the citizens of Johnson County, Kansas; and

WHEREAS, each of the Participants desires to enter into this Agreement as authorized by the Act for the purposes stated herein.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants, conditions and promises hereinafter contained, and for other good and valuable consideration, the Participants hereto agree as follows:

I. PURPOSE.

The Participants hereby agree to mutually cooperate in providing the citizens of Johnson County, Kansas with a patient-centered, coordinated pre-hospital system having an effective framework for emergency medical services decision-making that (i) has a direct influence on services necessary to provide for an equitable, effective and efficient Emergency Medical Services System (hereinafter “EMSS”); (ii) will have clear indicators, performance measures and acceptability thresholds with respect to the established delivery of those emergency medical services; (iii) will allow the Participants to offer an improved EMSS based on common goals and a formal process to evaluate the delivery of current and future emergency medical services; and (iv) utilizes the medical oversight of a licensed physician serving as the medical director to the Participants; and (v) utilizes a quality coordinator to work with the Medical Director to develop and improve the EMSS. Further, the Participants acknowledge and agree that like and similarly situated public agencies may elect to join in this effort by executing an Agreement to Participate that incorporates the terms of this Agreement, specifies the funding participation of the public agency, and is in a form that is substantially similar to the form attached to this Agreement, as “Exhibit 1”.

II. EMERGENCY MEDICAL SERVICES MEDICAL DIRECTOR PROGRAM.

The Participants agree that the purposes stated in this Agreement shall be implemented through an EMSS Medical Director Program (“Program”), which will be filled by the following roles: Medical Director, Quality Coordinator, and Deputy Medical Director.

A. Medical Director.

The position of Medical Director will provide medical oversight for the EMSS. The Medical Director shall be responsible for developing, coordinating, and overseeing procedures performed in providing pre-hospital medical care of persons served by the Participants and other public agencies and entities comprising the EMSS. The County will hire and employ a medical director, who will serve as the Johnson County EMSS Medical Director (“Medical Director”), under the provisions of this Agreement, and who shall provide medical direction services to the EMSS and shall perform the responsibilities of a medical director as required by law.

B. Quality Coordinator.

The position of Quality Coordinator (“Quality Coordinator”) will work with the Medical Director on developing and maintaining the EMSS. The Quality Coordinator will coordinate the work of the Participants, oversee the quality assurance/improvement process, and prepare reports on the EMSS. The Quality Coordinator will interface with the emergency department nursing staffs at area hospitals concerning the EMSS and will support the research and publication requirements of the Medical Director. The County will hire and employ a quality coordinator, who will serve as the Johnson County EMSS Quality Coordinator under the provisions of this Agreement and who shall provide quality coordinator services to the EMSS.

C. Deputy Medical Director.

The position of Deputy Medical Director will primarily cover for the Medical Director when he/she is absent or otherwise not available and will provide the services designated by the Medical Director. The Deputy Medical Director shall be paid a stipend for such services.

D. Program Expenses.

Program expenses shall include salaries, benefits, stipends, and related expenses for the Medical Director, Quality Coordinator, and Deputy Medical Director (“Program Expenses”), in accordance with the annual Program budget approved by the Board of County Commissioners of Johnson County.

III. FUNDING PARTICIPATION.

The Participants agree to share in and contribute to the annual approved budget for the Program.

A. Contribution Formula.

The Participants shall contribute on a calendar year (i.e., annual) basis towards the funding of these costs. The contribution formula attached hereto as Exhibit 2 (“Contribution Formula”) shall be the method by which the amount of each Participant’s annual funding contribution is determined. Each year, the annual contribution shall be determined by inputting into the Contribution Formula the required data from the prior year and the annual approved Program budget for the next year. The County shall be responsible for calculating the Contribution Formula for the next year and shall provide the updated Contribution Formula for the next year to the Participants prior to April 1 of the initial term hereof, and April 1 of each then current renewal term thereafter. Each Participant agrees to pay its contribution in full to the County by July 15th of the initial term and by March 1st of the then current renewal term of this Agreement. The County will be responsible for paying out and distributing the contributions of the Participants. The County agrees to and shall maintain accurate books and records to account for all funding contributions received and expenses paid under this Agreement. Such books and records shall be made available for inspection by any Participant upon request. The Contribution Formula may be modified upon recommendation of the EMSS Executive Committee approved by majority vote of the Advisory Board. While the County agrees to perform the actions described in this subsection, the Executive Committee will be responsible for the overall administration of this Agreement as provided for in Section V.B.1. of this Agreement.

B. Annual Program Budget.

The Program budget shall be on a calendar year basis. Prior to March 1 of each term or then current renewal term of this Agreement, the Executive Committee shall recommend an annual budget for the Program. The recommended annual budget shall be used to calculate the Contribution Formula as provided in this Agreement. The recommended annual budget for the next year shall be provided to the Advisory Board by March 1 of the then current renewal term. The Advisory Board shall recommend a budget for the next year to the County by April 1 of the then current renewal term. The EMC shall include the Program budget recommended by the Advisory Board in its proposed budget to the County as part of the regular County budget process. The 2013 budget and specific provisions which shall apply only to the 2013 budget are set forth in Section III.C. The EMC Director shall administer the annual budget in accordance with established County policies and procedures.

C. 2013 Budget.

The 2013 budget is based upon a phased approach under which the Medical Director will be hired on or about June 3, 2013, which is when Program Expenses will begin being incurred. The Quality Coordinator is projected to be hired in the last half of 2013 following execution of the Hospital Agreement. As such, the Program Expenses for the Quality Coordinator will not be incurred until that time. Program Expenses for the Deputy Medical Director will not be incurred until an agreement is finalized for that position. Exhibit 2 sets forth the budgeted annual contribution amounts for each of the Participants. For calendar year 2013, the separate annual contribution amounts set forth in Exhibit 2 for each of the Participants shall be reduced and recalculated pro rata based upon the actual starting date of the Medical Director. Within thirty

(30) days of the Effective Date, the Participants shall pay in full to the County its pro rata 2013 annual contribution as set forth in Exhibit 2.

D. Contributions by Additional Participants.

In the event the an additional Participant joins this Agreement during the term or any renewal term, such additional Participant shall pay the amount calculated under the Contribution Formula for that Participant for the then current term, which shall be decreased pro rata based upon the effective date of the written agreement by which the additional Participant joins in this Agreement.

E. Cash Basis/Budget.

The Participants understand and agree that the Participants are only obligated to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the Participant's current budget year. In the event a Participant does not so budget and appropriate the funds, the Participants acknowledge and agree that such lack of funding shall be deemed a termination by such Participant at the end of the then current term and the termination provisions of Section VII shall apply.

IV. EMERGENCY MEDICAL SERVICES SYSTEM MEDICAL DIRECTOR ADVISORY BOARD.

For purposes of this Agreement, there is hereby established an Emergency Medical Services System Medical Director Advisory Board (hereinafter "Advisory Board"), which shall consist of one representative designated by each Participant, who shall be the voting members of the Advisory Board. Upon execution of the Hospital Agreement, one representative designated by each hospital that is a party to the Hospital Agreement shall become a voting member of the Advisory Board. The Advisory Board shall meet at least once per year, including for the purposes of recommending an annual budget to the County by April 1 of each year. The Advisory Board may meet as often as necessary to vote on matters coming before the Advisory Board including the addition of Participants pursuant to Section VIII. The Advisory Board may assign duties and responsibilities to the Executive Committee as appropriate. If a designated Advisory Board representative cannot attend the annual meeting, a proxy may be sent in his or her place. The Advisory Board shall operate under bylaws to be adopted by it and shall adopt bylaws governing the Executive Committee's operations. No separate legal entity is created under this Agreement as provided for in K.S.A. 12-2904a.

V. EMERGENCY MEDICAL SERVICES SYSTEM MEDICAL DIRECTOR EXECUTIVE COMMITTEE.

A. Executive Committee; Established.

For purposes of this Agreement, there is hereby established an Emergency Medical Services System Medical Director Executive Committee (hereinafter “Executive Committee”), consisting of the following membership:

- Chief of Med-Act;
- Director of EMC;
- Four (4) respective Fire Chiefs of any of the Participants to this Agreement, whom shall be elected by the Fire Chiefs of the Participants.
- Three (3) respective hospital representatives who are parties to the Hospital Agreement, whom shall be elected by the Hospitals joining in the Hospital Agreement, at least two of which must be from hospitals based in Johnson County. The selected hospitals shall each designate the person to serve as their respective representative on the Committee. The three hospital representatives shall not serve on the Executive Committee unless and until the Hospital Agreement is executed.

All issues relating to the EMSS that need to be addressed by the Participants will be reviewed for comment by the Executive Committee. The Executive Committee will also be responsible for setting up and reviewing the EMSS, developing policies to improve the system, and recommending ways to improve patient outcomes with the system. The Executive Committee shall elect a chairman and shall operate under bylaws as approved by the Advisory Board.

B. Executive Committee; Powers; Terms of Office.

1. *Powers.* The Executive Committee will ensure coordination of operational policies and procedures of the participants and services involved in the delivery of emergency pre-hospital care. The Executive Committee shall work in conjunction with the Johnson County Medical Society to establish, review and make recommendations for procedures and equipment to be used for all levels of pre-hospital services. The Executive Committee will provide program and funding recommendations to the Participants in support of the objectives of the EMSS that are determined by the Committee to improve EMSS patient outcomes. No later than March 1 of each year, the EMSS Executive Committee shall prepare and recommend to the Advisory Board an annual Program budget as provided for in this Agreement. The Executive Committee will be available to make annual presentations to the Participants. The Executive Committee shall be responsible for administering this Agreement. The Executive Committee shall perform such additional duties as assigned by the Advisory Board.

2. *Terms of Office.* The terms of office of the Executive Committee members from the County shall be continual. The terms of office of the Executive Committee members from the Fire Chiefs shall be for three (3) calendar years each; provided, however, that two of the Fire Chiefs’ members elected to serve on the Executive Committee shall serve an initial term of

office of one (1) calendar year and the other two shall serve an initial term of office of two (2) calendar years, respectively, or such other length of offices, respectively, as may be agreed upon by the then existing Committee members, so as to allow for the staggering of the terms of office of such Fire Chiefs' members. The Fire Chiefs' Executive Committee member representatives shall be elected by a majority vote of the members of the Advisory Board representing the Fire Chiefs.

The terms of office of the Executive Committee members from the Hospitals shall be for three (3) calendar years each; provided, however, the first, second, and third Hospitals' members elected to serve on the Executive Committee shall serve an initial term of office of one (1) calendar year, two (2) calendar years, and three (3) calendar years, respectively, or such other length of offices, respectively, as may be agreed upon by the then existing Committee members, so as to allow for the staggering of the terms of office of such Hospitals' members. The Hospitals' Executive Committee member representatives shall be elected by a majority vote of the members of the Advisory Board representing the Hospitals, which vote shall not occur unless and until the Hospital Agreement is executed.

VI. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each of the Participants, approval by the Attorney General of Kansas, and filing with the Department of Records and Tax Administration (in its capacity as Register of Deeds) and the Kansas Secretary of State, whichever occurs last, and shall be and remain effective for an initial term ending on December 31, 2013, and thereafter shall be automatically renewed for periods of one (1) year each, based on a calendar year. Upon the Effective Date, this Agreement will supersede and revoke that certain Interlocal Cooperation Agreement by and among the Board of County Commissioners of Johnson County, Kansas, City of Overland Park, Kansas, and Johnson County Fire District No. 2 for the Coordinated Delivery of Emergency Medical Services within the Boundaries of Johnson County, Kansas, dated March 19, 2009, and all Participating Addendums to that certain agreement.

VII. TERMINATION.

Any Participant may withdraw from this Agreement by notifying the County in writing of its intent by April 1 of the then current term. Any such termination by a Participant shall be effective upon the commencement of the next renewal term. Termination by a Participant shall not relieve such Participant of its funding contribution for the renewal term during which the Participant has terminated, nor shall a terminating Participant be entitled to a refund of any amounts paid hereunder. Upon termination, each Participant shall retain real and personal property owned by it.

VIII. ADDITIONAL PARTICIPANTS.

Any public agency that provides emergency medical services within Johnson County may become a Participant by joining this Agreement through approval by majority vote of the Advisory Board and execution of a written agreement accepting and agreeing to the terms and

conditions of this Agreement, which form shall be substantially similar to the form attached hereto as Exhibit 1. As of the effective date of such agreement, the agency shall become a Participant with all the same rights, benefits, and obligations under this Agreement. A new Participant shall pay the amount calculated under the Contribution Formula for that Participant for the then current term, which shall be decreased pro rata based upon the effective date of the written agreement by which the additional Participant joins in this Agreement. The County shall bill new Participants, who shall pay all such amounts described in this paragraph to the County within thirty (30) days of receipt of an invoice from the County.

IX. HOSPITAL AGREEMENT.

Upon execution of the Hospital Agreement, the Hospitals that are parties to the Hospital Agreement shall elect three representatives to the Executive Committee and each of the Hospitals shall designate a representative to the Advisory Board, as provided in this Agreement.

X. PROPERTY.

No property, real or personal, shall be acquired jointly by the Participants under the terms of this Agreement.

XI. NOTICES.

Any notices, demands or requests required by this Agreement shall be sent to all Participants hereto by U.S. mail, postage prepaid, as set forth below each Participant's signature.

XII. PERSONNEL.

It is understood and agreed that the personnel utilized by each individual Participant for the provision of emergency medical services shall be considered, are, and shall remain, employees or volunteers of that Participant and shall not be considered or treated, in any manner, as an employee or volunteer of Participants hereto.

XIII. INDEMNIFICATION.

Subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, each Participant agrees to protect, defend, indemnify and hold other Participants to this Agreement and their officers, employees and agents free and harmless from and against any and all determinable losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of such Participant's error, omission or negligence in its performance or responsibilities hereunder. Under no circumstances shall any Participant be liable for any indirect, incidental, special, punitive, or consequential damages or losses resulting from or arising out of or connected with this Agreement. Nothing in this section shall be deemed to relieve any Participant of any obligation or responsibility imposed upon it by law in violation of K.S.A. 2012 Supp. 12-2904(f).

XIV. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas and venue shall be in the district court of Johnson County, Kansas.

XV. ENTIRE AGREEMENT, WAIVER, AND AMENDMENT.

This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing and agreed to and signed by all the parties.

XVI. SEVERABILITY.

If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be null and void; provided, however, that the remainder of this Agreement shall remain in full force and effect.

XVII. MATTERS DISREGARDED.

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience of reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

XVIII. ENTIRE AGREEMENT.

The text herein shall constitute the entire agreement by and amongst the Participants hereto, and supersedes any and all prior understandings, agreements or promises, whether oral or written, by and between, or amongst, any or all of the Participants pertaining to, or in connection with, the subject matter of this Agreement.

XIX. EXECUTION.

Counsel for the County shall cause this Agreement to be executed in multiple original counterparts and submitted to the Attorney General of the State of Kansas for his approval. Thereafter, if approved by the Attorney General, Counsel for the County shall cause this Agreement to be filed, *pursuant to K.S.A. 12-2905*, with the County's Department of Records and Tax Administration (acting in the capacity of the Register of Deeds) and the Kansas Secretary of State. Each Party hereto shall receive a copy of the duly executed original of this Agreement for its official records.

IN WITNESS WHEREOF, the Participants hereto have caused this Agreement to be executed by their duly authorized representatives the day and year designated below.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Ed Eilert, Chairman

ATTEST:

Melissa McChesney, Interim Clerk of the Board

APPROVED AS TO FORM:

Cynthia Dunham, Deputy Director of Legal

ADDRESS FOR NOTICE PURPOSES:

Johnson County Emergency Management & Communications
Attn. Walt Way, Director
11880 S Sunset Dr.
Olathe, KS 66061
Fax: 913-826-1018

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn, Mayor

ATTEST:

Deb Harper, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Leawood, Kansas
ATTN: City Clerk
4800 Town Center Drive
Leawood, KS 66211

CITY OF MERRIAM, KANSAS

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Merriam, Kansas
ATTN: City Clerk
6200 Eby St.
Merriam, KS 66202

CITY OF LAKE QUIVIRA, KANSAS

, Mayor

ATTEST:

, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Lake Quivira, Kansas
ATTN: City Clerk
10 Crescent Boulevard
Lake Quivira, KS 66217

CITY OF OLATHE, KANSAS

Michael Copeland, Mayor

ATTEST:

Donald T. Howell, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Olathe, Kansas
ATTN: City Clerk
100 East Santa Fe
Olathe, KS 66051

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

ATTEST:

Marion Cook, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Overland Park, Kansas
ATTN: City Clerk
8500 Santa Fe Drive
Overland Park, KS 66212

CITY OF SHAWNEE, KANSAS

Jeff Meyers, Mayor

ATTEST:

Keith Campbell, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Shawnee, Kansas
ATTN: City Clerk
11110 Johnson Drive
Shawnee, KS 66203

CONSOLIDATED FIRE DISTRICT NO. 2, NORTHEAST JOHNSON COUNTY, KANSAS

, Fire Chief

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Consolidated Fire District No. 2, Northeast Johnson County, Kansas
Attn. Fire Chief
3921 W. 63rd Street
Prairie Village, KS 66208

JOHNSON COUNTY FIRE DISTRICT NO. 1

Max Sielert, Fire Chief

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Johnson County Fire District No. 1
Attn. Fire Chief
490 New Century Parkway
New Century, KS 66031

JOHNSON COUNTY FIRE DISTRICT NO. 2

James B. Francis, Fire Chief

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Johnson County Fire District No. 2
Attn. Fire Chief
19495 Metcalf Ave.
Stilwell, Kansas 66085

NORTHWEST CONSOLIDATED FIRE DISTRICT

, Fire Chief

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Northwest Consolidated Fire District
Attn. Fire Chief
9745 Kill Creek Rd
De Soto, KS 66018

ATTORNEY GENERAL:

On this _____ day of _____, 2013, the above and foregoing interlocal cooperation agreement was reviewed and found to comply with the requirements of *K.S.A. 12-2901 et seq., and amendments thereto*, and with the laws of the State of Kansas, and the Attorney General's signature below signifies his approval.

Derek Schmidt, Attorney General

By: _____
Assistant Attorney General

“EXHIBIT 1”
AGREEMENT TO PARTICIPATE IN AN INTERLOCAL COOPERATION
AGREEMENT FOR THE COORDINATED DELIVERY OF EMERGENCY MEDICAL
SERVICES MEDICAL DIRECTION WITHIN THE BOUNDARIES OF JOHNSON
COUNTY, KANSAS

This Agreement to Participate in the Interlocal Cooperation Agreement for the Coordinated Delivery of Emergency Medical Services Medical Direction within the Boundaries of Johnson County, Kansas (“Agreement to Participate”), is made and entered into by the City of _____, Kansas, on this ____ day of _____, 2013 (“Effective Date”) and is made a part of the Interlocal Cooperation Agreement.

1. APPROVAL BY ADVISORY BOARD. The City of _____ has requested to become a Participant under the Interlocal Cooperation Agreement for the Coordinated Delivery of Emergency Medical Services Medical Direction within the Boundaries of Johnson County, Kansas, (“Agreement”), which request has been approved by the Emergency Medical Services System Medical Director Advisory Board pursuant to Section VIII of the Agreement.

2. TERMS AND CONDITIONS. In consideration of the Advisory Board’s approval, the City of _____ accepts and agrees to the terms and conditions of the Agreement and agrees to pay all funding contributions as set forth in the Agreement.

3. EFFECTIVE DATE. This Agreement to Participate shall be effective upon execution by the City of _____. As of the effective date of this Agreement to Participate, the City of _____ shall be a Participant with all the same rights, benefits, and obligations under the Agreement as the other Participants.

4. CONTRIBUTION. Within thirty (30) days of the effective date of this Agreement to Participate, the City of _____ shall pay the amount calculated under the Contribution Formula for the City for the term currently in effect, which amount shall be decreased pro rata based upon the effective date of this .

Accepted and agreed to by the City of _____, Kansas, as of the date written above.

CITY OF _____, KANSAS

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

EXHIBIT 2: Contribution Amounts for Participants for 2013 & 2014 (2-6-13)

	Certified EMRs	Certified EMTs	Certified AEMTs	Certified Paramedics	Personnel Support Totals	Events in 2012	ECC	BLS First Responder	BLS Transport	ALS First Responder	ALS Transport	Event Totals	Agency Totals
Rate	\$15	\$25	\$75	\$150			\$ 0.50	\$ 1.00	\$ 1.50	\$ 1.50	\$ 2.50		
EMS AGENCIES													
Quivira		15			\$ 375	27		\$ 27				\$ 27	\$ 402
CFD2		67			\$ 1,675	3,628		\$ 3,628				\$ 3,628	\$ 5,303
Leawood		53			\$ 1,325	1,997		\$ 1,997				\$ 1,997	\$ 3,322
Overland Park		94		53	\$ 10,300	15,870					\$ 39,675	\$ 39,675	\$ 49,975
Olathe		81		34	\$ 7,125	7,089				\$ 10,634		\$ 10,634	\$ 17,759
Merriam		23			\$ 575	1,292		\$ 1,292				\$ 1,292	\$ 1,867
Shawnee		56			\$ 1,400	3,936		\$ 3,936				\$ 3,936	\$ 5,336
JCFD2		53		1	\$ 1,475	966			\$ 1,449	\$ 1,449		\$ 2,898	\$ 6,000
Lenexa		37	27	19	\$ 5,800	3,604				\$ 5,406		\$ 5,406	\$ 11,206
MedAct		4		124	\$ 18,700	34,795					\$ 86,988	\$ 86,988	\$ 105,688
District 1		40			\$ 1,000	1,620		\$ 1,620				\$ 1,620	\$ 2,620
NWCFD		43			\$ 1,075	601		\$ 1,000				\$ 1,000	\$ 2,075
ECC	22	4		1	\$ 580	34,795	\$ 17,398					\$ 17,398	\$ 17,978
Totals	22	570	27	232	\$ 51,405		\$ 17,398	\$ 13,500	\$ 1,449	\$ 17,489	\$ 126,663	\$ 176,498	\$ 229,530

For agencies providing either ALS (paramedic level) transport or ALS first response the minimum annual total is \$6,000