BILL 2013-5

****** Second and Final Reading ******

MEMO

To: Mayor & City Council

From: Rick Bashor, Asst. Chief of Police

Date: January 28, 2013

Re: EMS Dispatching Fees and Contract renewal

Issue:

In years past, the Cameron Police Department and the Cameron Ambulance District have entered into a contract for emergency medical dispatching services on an annual basis. The fees have been based on a percentage of time and ratio of calls for service annually for both entities. The average annual cost, for the last three years, for dispatching the Cameron Ambulance District has been $20,338.00 and the annual calls for service the last three years have averaged 1,779.

The numbers below are the actual annual calls for service (CFS) and the contracted amounts for the last three years:

2009	CFS=1,719	Contracted amount=$20,752
2010	CFS=1,727	Contracted amount=$20,653
2011	CFS=1,892	Contracted amount=$19,609

To make the contract process easier for both entities and to facilitate an easier budgeting process we recommend setting a flat annual fee of $20,500, for dispatching emergency medical services. This annual fee and contract would be for a period of three (3) years.

The Cameron Ambulance District and the Cameron Police Department will still conduct the annual review in January of each year. If there have been no significant changes (less than 10%) in the volume of calls for service or more than a 10% increase in expenses for the dispatching of emergency medical services the contract will not be presented to the City Council or Cameron Ambulance District Board of Directors for review and will remain valid.

At the end of the three years, if there have been no previous contract revisions and extensions, a financial expense and call for service review will be conducted, by both entities, to review the existing contract. A new contract will be developed and presented to the City Council and the Cameron Ambulance District Board of Directors for review and approval.

Recommendation:

Review and approve the flat annual fee, of $20,500, for dispatching emergency medical service calls for the Cameron Ambulance District. Enter into a three-year contract, which is subject to review by either party at anytime, with the Cameron Ambulance District for dispatching EMS calls for service.

Bill 2013-5

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI TO ENTER INTO A CONTRACT WITH THE CAMERON AMBULANCE DISTRICT TO PROVIDE DISPATCH SERVICES BY THE PUBLIC SAFETY DISPATCH CENTER OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI

WHEREAS, the Cameron Police Department and the Cameron Ambulance District have entered into a contract for emergency medical dispatching services on an annual basis. The fees have been based on a percentage of time and ratio of calls for service annually for both entities. The average annual cost, for the last three years, for dispatching the Cameron Ambulance District has been $20,338.00 and the annual calls for service the last three years have averaged 1,779 ; and

WHEREAS, to make the contract process easier for both entities; and to facilitate an easier budgeting process we recommend setting a flat annual fee, of $20,500, for dispatching emergency medical services. This annual fee and contract would be for a period of three (3) years; and

WHEREAS, the Cameron Ambulance District and the Cameron Police Department will still conduct the annual review in January of each year. If there have been no significant changes (less than 10%) in the volume of calls for service or more than a 10% increase in expenses for the dispatching of emergency medical services the contract will not be presented to the City Council or Cameron Ambulance District Board of Directors for review and will remain valid; and

WHEREAS, at the end of the three years, if there have been no previous contract revisions and extensions, a financial expense and call for service review will be conducted, by both entities, to review the existing contract. A new contract will be developed and presented to the City Council and the Cameron Ambulance District Board of Directors for review and approval.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Cameron, Clinton and DeKalb Counties, Missouri as follows:

Section 1. The Mayor is hereby authorized to enter into a three year contract with the Cameron Ambulance District for dispatching of emergency and non-emergency medical calls for service at a flat rate of $20,500.00 per year, unless annual financial revisions and contract extensions dictate otherwise, all in substantially the same form attached hereto and made apart hereof.

Section 2. The City Clerk is hereby directed to attest to the Mayor's signature.

Section 3. This Ordinance shall be in full force and effect from and after its passage.

Passed and approved on first reading this 4th day of February 2013.
Passed and approved on second reading this 19th day of February 2013.

Second and Final Reading

Passed and approved on third and final reading this 19th day of February 2013.

_____
Mayor Dennis M. Clark

ATTEST:

_____
City Clerk/Finance Clerk

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CONTRACT FOR DISPATCH SERVICES

I.
PARTIES

City of Cameron
205 North Main Street
Cameron, Missouri 64429
Telephone 816-632-2177
Hereinafter referred to as
"City of Cameron"

Public Safety Dispatch Center
101 North Chestnut Street
Cameron, Missouri 64429
Telephone 816-632-6521
Hereinafter referred to as
"Public Safety Dispatch Center"

Cameron Ambulance District
224 South Walnut Street
Cameron, Missouri 64429
Telephone 816-632-6377
Hereinafter referred to as
"The Ambulance District"

II.
RECITALS

WHEREAS, the Cameron Police Department and the Cameron Ambulance District have entered into a contract for emergency medical dispatching services on an annual basis. The fees have been based on a percentage of time and ratio of calls for service annually for both entities. The average annual cost, for the last three years, for dispatching the Cameron Ambulance District has been $20,338.00 and the annual calls for service the last three years have averaged 1,779; and

WHEREAS, to make the contract process easier for both entities and to facilitate an easier budgeting process, we recommend setting a flat annual fee of $20,500, for dispatching emergency medical services. This annual fee and contract would be for a period of three (3) years; and

WHEREAS, the Cameron Ambulance District and the Cameron Police Department will still conduct the annual review in January of each year. If there have been no significant changes (less than 10%) in the volume of calls for service or more than a 10% increase in expenses for the dispatching of emergency medical services the contract will not be presented to the City Council or Cameron Ambulance District Board of Directors for review and will remain valid; and

WHEREAS, at the end of the three years, if there have been no previous contract revisions and extensions, a financial expense and call for service review will be conducted, by both entities, to review the existing contract. A new contract will be developed and presented to the City Council and the Cameron Ambulance District Board of Directors for review and approval.

WHEREAS, both the City of Cameron and the Ambulance District are political subdivisions in their own right and are therefore empowered to enter into joint powers agreements under Article VI s 16 of the Missouri Constitution and Section 70.220 RSMo; and

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WHEREFORE, the parties have entered into this Agreement and the Covenants contained herein in order to fulfill their respective fiduciary duties to protect the public health and safety.

III.
FINANCING AND CONSIDERATION

The Ambulance District shall reimburse the Public Safety Dispatch Center $20,500.00 annually for the term of this Agreement, March 1, 2013 – February 29, 2016, which constitutes a term of three (3) years. This amount may be paid in total within ten (10) days of signing the Contract, or in lieu thereof, the Ambulance District may make four quarterly payments in the amount of $5,125.00 with the first payment due on or before April 1, each year and with each additional payment due on or before the 1st days of July and October, each year, and the final quarterly payment of $5,125.00 on or before the 1st day of January of each year. The total cost of this three (3) year contract is $61,500.00.

IV.
NO VICARIOUS LIABILITY FOR EITHER PARTY AND INDEPENDENT CONTRACTOR RELATIONSHIP

The Public Safety Dispatch Center agrees to hold the Ambulance District completely harmless and without fault for any civil, criminal, or administrative liability whatsoever that might conceivably result from the Public Safety Dispatch Center's dispatch services and activities except that if there is any finding of ultimate liability to or settlement with a third party, the Ambulance District shall be liable for its contributory share of any negligence. Similarly, the Ambulance District agrees to hold the Public Safety Dispatch Center harmless and without fault for any civil, criminal or administrative liability that might conceivably result from any of the Ambulance District's official governmental activities such as responding to the Public Safety Dispatch Center's dispatch services and including but not limited to vehicular operations, law enforcement activities, fire fighting, or rendition of patient care, except that if there is any finding of ultimate liability or settlement with a third party, the Public Safety Dispatch Center shall be liable for its contributory share of any negligence. Both parties agree to carry maximum liability exposure insurance for public entities and to aggressively assert through their respective insurance carriers or their own representatives any and all defenses to any conceivable claims, including but not exclusively, any defense available under the Sovereign Immunity doctrine, the Official Immunity Doctrine, or the Missouri Public Duty Doctrine and to settle any claim only after good faith negotiations.

V.
SERVICES TO BE PROVIDED BY THE PUBLIC SAFETY DISPATCH CENTER

The Public Safety Dispatch Center's dispatchers shall provide dispatch services twenty-four (24) hours a day, seven (7) days a week. The Public Safety Dispatch Center's dispatchers shall be familiar with the road system in the Ambulance District's area and the capabilities of the Ambulance District and other public safety agencies and first responders. The Public Safety Dispatch Center's dispatchers shall promptly evaluate and answer requests for assistance, promptly dispatch the Ambulance District in accordance with mutually agreed to criteria, protocols, and manuals as applicable and appropriate. The Ambulance District shall fill out an

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Attachment "A" that delineates its special needs to be provided by the Public Safety Dispatch Center such as by way of example only the need for confidentiality of criminal records on "MULES" searches for law enforcement; or the need for special handling on "Community Notice" requirements for hazardous materials and responses by fire departments; or the goal to have pre-arrival instructions and a medical director that meets the requirements of Section 190.134 RSMo and 19 C.S.R. 30-40.303(4), for emergency medical service responses whether ground ambulance, air ambulance or EMS first responders. (In regard to the latter goal, although not contemplated at the time of execution of this Agreement, it shall remain the goal of all parties to have the Public Safety Dispatch Center's dispatchers ultimately trained in pre-arrival instructions pursuant to a nationally recognized training program). Attachment "A" shall be attached to this Agreement and shall be incorporated into this Agreement by reference as if fully set out herein.

VI.
TIMELY RECORD PRODUCTION AND RECORD RETENTION

By the tenth of each month, the Public Safety Dispatch Center shall provide to the Ambulance District all the preceding month's times for calls received, unit dispatched, unit en route, arrival at location, arrival to patient, departure from location, arrival at destination, and unit available that the Ambulance District shall need to meet the Ambulance District's reporting requirements to other federal, state, or local agencies. The Public Safety Dispatch Center shall also make its recording compact disc (CD) of its dispatch activities readily available to the Ambulance District for a minimum of sixty (60) days and shall make said CD's available to the Ambulance District upon a timely request and payment of a $25.00 fee-per-CD. Long term paper record retention shall be for six (6) years so as to be in compliance with both the general tort law statute of limitations of five (5) years (see 516.120(4) RSMo) and with the Federal Health Insurance Portability and Affordability Act's record retention requirement of six (6) years.

VII.
EFFECTIVE DATE, TERM OF AGREEMENT AND TERMINATION NOTICE PROCEDURES FOR WITHOUT CAUSE AND FOR CAUSE

The effective date of this Agreement shall be on the date of execution as indicated in Section IX below. Thereafter, the term of this Agreement shall continue on an annual basis, beginning from the identified date of execution of each year with such amendments and changes as the parties have agreed thereto per the procedures provided by in Section VIII hereof as provided in this Agreement. This shall be a three (3) year agreement. In January of each year, this contract shall be reviewed by the EMS Director, the Chief of Police and the Communications Supervisor, followed by a review by the Cameron Ambulance District Board of Directors and the City of Cameron City Council. The Cameron Ambulance District and the Cameron Police Department will still conduct the annual review in January of each year. If there have been no significant changes (less than 10%) in the volume of calls for service or more than a 10% increase in expenses for the dispatching of emergency medical services the contract will not be presented to the City Council or Cameron Ambulance District Board of Directors for review and will remain valid.

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This Agreement may be terminated by any party hereto without cause upon ninety (90) days advance written notice by certified mail return receipt requested upon delivery to the other parties. In the event of the failure of the Ambulance District to make any of the payments provided herein when due, or after written notice by any party to the others of the breach of any covenants herein or such party's failure to perform any obligation provided herein and not otherwise excused, of such breaching party's failure to correct such breach or perform such obligations within sixty days after the date of such notice, then the parties not in breach at such parties' option may declare this Agreement, and the breaching party's right hereunder, to be forfeited and terminated; or suspend further payments, if applicable, until such breach be cured, or exercise and proceed with any remedy available to such party under Missouri law. In any such event, the breaching party agrees to pay all reasonable expenses and costs of the prevailing party, including attorney's fees and court costs incurred by such prevailing party in asserting any rights hereunder.

VIII.
AMENDMENTS AND INTEGRATION

The parties intend that this Agreement be the sole agreement among the parties and that no other documents nor understandings (except for Attachment "A") are to be hereby in any way incorporated by reference unless the Agreement is properly amended as provided herein. This Agreement may be amended only in writing, executed by authorized persons for each party, and only after adoption of said amendments by resolution of the governing Boards for each party.

IX.
EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement at Cameron City Hall, 205 North Main, Cameron, Missouri on the _____ day of February 2013.

CAMERON AMBULANCE DISTRICT Date: _____

_____
Cameron Ambulance District Board President

_____
Cameron Ambulance Board Secretary

PUBLIC SAFETY DISPATCH CENTER Date: _____

_____
City of Cameron City Manager

_____

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City of Cameron Chief of Police

CITY OF CAMERON Date: _____

_____
Mayor

_____
City Clerk/Finance Clerk

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