

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF DRY RIDGE KENTUCKY,
CITY OF WILLIAMSTOWN KENTUCKY,
CITY OF CORINTH KENTUCKY,
CITY OF CRITTENDEN KENTUCKY
AND THE GRANT COUNTY FISCAL COURT
REGARDING EMS SERVICES**

This Agreement is entered by and between the city of Dry Ridge, (hereinafter "Dry Ridge") in the County of Grant, in the Commonwealth of Kentucky, the city of Williamstown, (hereinafter "Williamstown") in the County of Grant, in the Commonwealth of Kentucky, the city of Corinth, (hereinafter "Corinth") in the County of Grant, in the Commonwealth of Kentucky, the city of Crittenden, (hereinafter "Crittenden"), in the County of Grant, in the Commonwealth of Kentucky and; the Grant County Fiscal Court, (hereinafter "Grant County") in the County of Grant, in the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, KRS 65.210 through 65.300, of the Interlocal Cooperation Act, allows for agreements to foster interlocal cooperation, to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner 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 further allows public agencies to enter into agreements with one another for joint or cooperative action so that powers, privileges, or authorities exercised or capable of exercise by a public agency of this state, may be exercised and enjoyed jointly with other public agencies; and,

WHEREAS, the City of Dry Ridge has historically provided EMS services to the majority of Grant County and has determined that the cost of providing these runs, after accounting for all reimbursements is \$316.45 per run; and

WHEREAS, using 2018 “run numbers”, the City of Dry Ridge made the following runs outside the City of Dry Ridge:

Corinth	18 Runs
Crittenden	131 Runs
Williamstown	138 Runs
Grant County	147 Runs

WHEREAS, the legislative and executive authorities of Dry Ridge, Corinth, Williamstown, Crittenden, and Grant County have concluded that it is in the communities best interest to begin reimbursing the City of Dry Ridge for the EMS runs and it is in the communities best interest to keep and confirm that the City of Dry Ridge is the primary EMS provider within Grant County;

NOW, THEREFORE, IT IS AGREED that Dry Ridge, Corinth, Williamstown, Crittenden, and Grant County, shall jointly adopt this Interlocal Agreement as follows:

Section 1.0 Reimbursement of Runs

The City of Dry Ridge shall be reimbursed \$316.45 per run with the following caps, for fiscal year 2019/2020, per municipality. The parties agree that the reimbursement rates shall be recalculated each year based upon past runs and expense therein. The City of Dry Ridge agrees to propose all future rates one hundred and twenty days (120) prior to June 30 of the future fiscal year for participating jurisdictions consideration.

Corinth	\$5,696.10
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Crittenden	\$41,454.95
Williamstown	\$43,670.10
Grant County	\$46,518.15

Section 2.0 Time Period of Agreement

The initial period during which this agreement shall be effective shall be the fiscal year, beginning July 1, 2019 and ending on June 30, 2020. After June 30, 2020 this agreement may be unilaterally terminated by either Dry Ridge, Corinth, Williamstown, Crittenden, or Grant County. Otherwise this agreement shall continue in effect until it is terminated by any of the participating jurisdictions - Dry Ridge, Corinth, Crittenden, Williamstown, or Grant County. In the event that a participating jurisdiction decides to terminate the EMS related services, a written notice of that termination shall be (a) provided to all of the other participating jurisdictions no later than ninety (90) prior to June 30 of the coming fiscal year, and (b) is effective at midnight on last day of the following month of June.

Section 3.0 Billing

The City of Dry Ridge shall invoice Corinth, Williamstown, Crittenden and Grant County every thirty (30) days and payment shall be made as promptly as possible. If payments are not made within ninety (90) days, the City of Dry Ridge reserves the right to charge interest at the rate of twelve (12) percent interest, annually, or one (1) percent per month, and the City of Dry Ridge can refuse to provide EMS Services to the delinquent entity.

Section 4.0 Primary EMS Services

The City of Dry Ridge shall be the primary EMS provider to Corinth, Williamstown, Crittenden, and Grant County and those entities shall not contract with any other EMS provider so long as this Agreement is in full force and effect.

Section 5.0 Regular Meetings of Parties

The City of Dry Ridge, City of Crittenden, City of Corinth, City of Williamstown, and the County all agree to meet quarterly at a time, date and location agreeable to each party.

Section 6.0 Standard Contract Provisions

6.1 Governing Law

This Agreement shall be interpreted, construed, and enforced according to the laws of the Commonwealth of Kentucky.

6.2 Assignment

This Agreement may not be assigned by the City of Dry Ridge, City of Crittenden, City of Corinth, City of Williamstown, and the County, without the written consent of all the others.

6.3 Amendment

This Agreement may not be amended by any means other than a written agreement signed by all participants.

6.4 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the City of Dry Ridge, City of Crittenden, City of Corinth, City of Williamstown, and the County regarding the subject matter thereof; and it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

6.5 Captions and Headings

The captions and headings of the paragraphs and sub-paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.

6.6 Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but the same instrument.

6.7 Third Party Beneficiaries Excluded

This Agreement is only for the benefit of Dry Ridge, Crittenden, Williamstown, Corinth and Grant County; and the enforcement of it is limited to them. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly, or otherwise.

6.8 Force Majeure

Dry Ridge shall not have any responsibility or liability pursuant to the provisions of this Agreement for delay or default caused by war, riot, fire, natural occurrences, or other causes beyond the reasonable control of Dry Ridge; but, upon the cessation of such cause, Dry Ridge shall diligently pursue the performance of those provisions delayed or precluded by such cause.

6.9 Ambiguities

There shall be no judicial construction or interpretation of this Agreement to effect any interpretation of the provisions of this Agreement against the party who had that provision prepared.

6.10 Waiver

No consent to or waiver by any party of any breach or default of any provision of this Agreement by any other, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse for any other subsequent breach or default of the same or any other provision of this Agreement.

6.11 Severability

In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or this Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in this Agreement.

7.0 Cooperation

Dry Ridge, Corinth, Williamstown, Crittenden and Grant County are committed to cooperating and working together to form and implement this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by **GREG BROCKMAN**, as Mayor of the City of Dry Ridge, and **RICK SKINNER**, as Mayor of the City of Williamstown, **CAMILLA PATTON**, as Mayor of the City of Crittenden, **AIMEE LINGLE**, as Mayor of the City of Corinth, and **CHUCK DILLS**, as the Grant County Judge Executive of Grant County on the date beneath their respective names and titles, pursuant to the authority of municipal orders of their respective legislative bodies.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the _____ day of _____, 2019.

CITY OF DRY RIDGE, KENTUCKY

Witness

Greg Brockman, Mayor

CITY OF WILLIAMSTOWN, KENTUCKY

Witness

Rick Skinner, Mayor

CITY OF CRITTENDEN, KENTUCKY

Witness

Camilla Patton, Mayor

CITY OF CORINTH, KENTUCKY

Witness

Aimee Lingle, Mayor

GRANT COUNTY, KENTUCKY

Witness

Chuck Dills, Judge Executive

Approved as to form and compatibility with the laws of the Commonwealth of Kentucky:

Commissioner-Kentucky Department of Local Government

Date