

# ***Pettis County Ambulance District Meeting Minutes-Open***

**December 18, 2019**

**1. Nick Gerke-Chair called the meeting to order at 5:00 p.m.**

**Attendance:**

The meeting was held at 400 S. Kentucky Street, Sedalia Mo. 65301

Board Members: Mike Brown, John Fritz, Nick Gerke, Mike Layton, John Meehan, Greg Nehring- Absent until item 8a.

PCAD Staff: Jamie Luebbering-CFO, Roy Pennington-Assistant Chief, Ryan Newsom-IT, Dr. David Gustafson- PCAD Medical Director, Florian Hammer-Battalion Chief, and five PCAD Employees.

Visitors: Nicole Cooke-Sedalia Democrat, Representatives of IBG, and Bukaty. Three public visitors were present.

**2. Approve the Agenda**

Motion by John Fritz, seconded by Mike Brown to approve the agenda, after adding item 8c (Public Announcement). Motion carried (5-0).

**3. Work Session:** Session was in progress from 5:05 p.m. to 5:29 p.m. for 2020 Budget Discussion.

**4. Visitors / Public Comments.** Public comments were made in reference to the changing of the tax rate throughout the year and the status of a Strategic Plan.

**5. CFO's Report:** Presented by the CFO. Checking Account Register as of December 13, 2019 with debits of \$371,312.16 and credits of \$164,153.03, leaving a balance of \$1,889,573.89. Supporting documents provided.

**6. Approval of Outstanding Bills:** Motion by John Fritz, seconded by John Meehan to pay the bills as presented in the amount of \$2,037.56. Motion carried (5-0).

**7. Medical Director Report:** Dr. Gustafson advised on Time Critical Diagnosis (TCD) changes over the years, the possibility of an increase in TCD-Patients which can be transported to BRHC and an observed improvement of PCAD and SFD personnel working together. Dr. Gustafson complemented the staff of both agencies.

**8. Open Issues**

**a.) Annual Insurance Renewal- Health:** Motion by Mike Brown, seconded by John Fritz to accept the CFO's recommendation of coverage. Motion carried (6-0).

**b.) 2020 Budget Presentation and Approval:** Motion by John Fritz, seconded by Greg Nehring to approve the budget as presented. Motion carried (6-0).

**c.) Public Announcement:** Nick Gerke- Chair announced the Pettis County and Windsor Ambulance Districts had made and signed an agreement to continue coverage in the Windsor Area. The agreement is slated to be displayed online with these minutes on the PCAD website.

**9. New Business:**

- a.) **Command Vehicle Replacement:** Motion by Mike Brown, seconded by John Fritz to approve the purchase of a 2010 Chevrolet Tahoe to be added to the PCAD Fleet. Motion Carried (6-0)

10. A short recess was held prior to the planned closed meeting section.

11. **Closed Meeting Pursuant to RSMo. 610:021:** Motion by John Fritz, seconded by Greg Nehring to adjourn to Closed Session per RSMo. 610.021, Sections:

*(8) Welfare cases of identifiable individuals.*

*(14): Records which are protected from disclosure by law.*

Roll Call Vote: Brown-Yes, Fritz-Yes, Gerke-Yes, Layton-Yes, Meehan-Yes, Nehring-Absent. Motion carried (6-0). The meeting adjourned to Closed Session at 6:22 p.m.

**Open meeting reconvened at 6:25 p.m.**

12. **Adjournment:** Motion by Greg Nehring, seconded by Mike Layton to adjourn. Motion carried (6-0).

The meeting adjourned at 6:25 p.m.

### 13. Next Meeting

The next Regular Meeting will be Tuesday, January 14, 2020, 6:00 p.m. at the PCAD Educational Building, 400 S Kentucky Street, Sedalia, Missouri.

**Minutes submitted by** Ryan Newsom-PCAD-IT / Board Rapporteur / Archivist

**Minutes approved by:**

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PCAD Board

**JOINT POWERS AGREEMENT BETWEEN TWO AMBULANCE DISTRICTS TO:**

- (1) PROVIDE MUTUAL AID SERVICES PER 190.107 RSMo;**
- (2) TO EXPAND AN AMBULANCE DISTRICT'S OFFICIAL SERVICE AREA (PETTIS COUNTY) TO INCLUDE ANOTHER AMBULANCE DISTRICT'S SERVICE AREA (WINDSOR) PER 190.109.4 RSMo;**
- (3) FOR PETTIS COUNTY AMBULANCE DISTRICT TO PROVIDE AMBULANCE SERVICE AND EMS MANAGEMENT TO WINDSOR AMBULANCE DISTRICT**

**I. PARTIES**

Windsor Ambulance District

Pettis County Ambulance District

Steve Galloway

Nick Gerke

Contact Name

Contact Name

P.O Box 291

P.O. Box 1383

Address

Address

Windsor MO 65360

Sedalia MO 65301

City, State, Zip Code

City, State, Zip Code

660-647-5534

660-829-0777

Business Phone

Business Phone

Hereinafter referred to as  
the "Windsor"

Hereinafter referred to as  
the "Pettis County Ambulance District"

**II. RECITALS**

**WHEREAS**, both the Windsor Ambulance District and the Pettis County Ambulance District are political subdivisions that have responsibilities to protect the public health and safety and therefore to save lives, prevent disability, and alleviate suffering, and

**WHEREAS**, both Windsor and Pettis County Ambulance Districts serve the citizens of their respective jurisdictions, and

**WHEREAS**, there are limited financial resources available to both the Pettis County Ambulance District and the Windsor Ambulance Districts, and

**WHEREAS**, both Windsor and Pettis County Ambulance District are adjacent political subdivisions, and

**WHEREAS**, both Windsor and Pettis County Ambulance District have certain authority to operate and or contract for ambulance service under 190.060 RSMo and 190.105.9 RSMo, and

**WHEREAS**, the Pettis County Ambulance District is empowered to provide service extraterritorially to its boundaries under conditions and terms acceptable to the Pettis County Ambulance District's Board of Directors per 190.060.1(7) RSMo, and

**WHEREAS**, section 190.107 RSMo permits licensed ambulance services to enter into mutual aid agreements and mutual aid agreements though not mandated by regulation are even a checklist item on state service licensure inspections, and

**WHEREAS**, section 190.109.4 RSMo permits the legal temporary expansion of a licensed ambulance service's service area by contract with a political subdivision without Department of Health and Senior Services' approval, and

**WHEREAS**, both the Windsor and the Pettis County Ambulance District are political subdivisions under 190.010.2 RSMo and therefore are empowered to enter into Joint Powers Agreements under Article VI s 16 of the Missouri Constitution and 70.210 RSMo et seq., and

**WHEREAS**, intergovernmental cooperation is to be encouraged as an official policy position of the people and the General Assembly, and

**WHEREAS**, Pettis County Ambulance District as an Ambulance District has a fiduciary duty to provide the highest quality of care possible (see 190.060.1(7) RSMo), and

**WHEREAS**, both Pettis County Ambulance District and Windsor Ambulance District possess not only their express powers but also all powers incidental, necessary, convenient, or desirable to carry out their express powers (see 190.060.1 RSMo), and

**WHEREAS**, improved response time and reduced on scene time can occur from the Pettis County Ambulance District's acquisition of the designated "Acquired Area" from the Windsor with great operational and public relation benefits to both parties and their respective patron citizens, and

**WHEREAS**, section 190.205.3 RSMo mandates that 911 emergency calls be referred to the closest appropriate and available EMS service, and

**WHEREFORE**, the Parties have entered into this Agreement for the temporary expansion of Pettis County Ambulance District's primary service area encompassing the "Transferred Area" which includes the Windsor Ambulance District and its immediate environs.

### III. ADDITIONAL PUBLIC NOTICE AND HEARING NOT REQUIRED

Whereas, when the Windsor Ambulance District and Pettis County Ambulance District originally entered into an Operations Agreement on or about December 29, 2015 the parties jointly prepared the notice to the residents of the affected area and a map of the area affected by this Agreement, and the Windsor Ambulance District conducted the requisite public hearing (12-29-15) as required by section 190.109.3 RSMo. Since this EMS Operations Agreement is a continuation of the original EMS Operations Agreement, Legal Counsel for the two Parties has concluded that a Second Public Notice and Hearing are not required.

### IV. CONSIDERATION AND LUMP SUM PAYMENT SCHEDULE

**A. Twenty-Four Hours a Day, Seven Days a Week with Additional Coverage:** In response to the additional consideration provided by this Amendment Pettis County Ambulance District shall provide two advanced life support fully staffed and equipped ambulance vehicles 24 hours a day seven days a week (Windsor Ambulance District understands that this two ALS basing goal is the general basing standard and at any given time one or both ALS vehicles may be out on run responses or transports, getting vehicle maintenance, staging for mutual aid and so forth). The ambulance vehicles shall be owned and operated and maintained by the Pettis County Ambulance District. The Parties project January 01, 2021 to be the date of commencement for these additional services.

**B. Structured Payments for Ambulance Service; Due When:** For this excellent advanced life support ambulance service Windsor Ambulance District shall make an annualized lump sum payment to the Pettis County Ambulance District due in advance no later than February 15th of each operational year beginning for Tax Year 2020, Budget Year Calendar 2021. Therefore, the first lump sum payment shall be due no later than February 15, 2021. The Lump sum payment shall be **85%** of the Windsor Ambulance District's tax revenues for Tax Year 2020. Accordingly, for each successive budget/operational calendar year the schedule of lumpsum payments shall be as follows:

<u>Year #</u>	<u>Tax Year</u>	<u>Budget Operational Year</u>	<u>85% Payment Due When</u>
#1	2020	2021	February, 15, 2021
#2	2021	2022	February, 15, 2022
#3	2022	2023	February, 15, 2023
#4	2023	2024	February, 15, 2024
#5	2024	2025	February, 15, 2025

Windsor Ambulance District's failure to make these timely payments will accrue an interest

penalty of the prime rate at the time and or Pettis County Ambulance District can treat such failure as a material breach of contract justifying cancelation for cause of the Agreement.

**B. Level of Consideration Meets 432.070 RSMo:** This Agreement is supported by adequate and fair consideration consisting of the mutual promises herein to achieve the objectives of this Agreement through the best faith efforts of the Parties.

## **V. OPERATIONAL REQUIREMENTS**

**A. Pettis County Ambulance District Makes Necessary Filings with the State Bureau of EMS:**

Pettis County Ambulance District shall file with the State Bureau of EMS a copy of this executed Agreement with incorporated attachments and any amendments in order to so notify the State Licensing Agency of the continuing temporary addition to Pettis County Ambulance District's primary service area.

**B. Pettis County Ambulance District Makes Necessary Filings with the State Bureau of Narcotics and Dangerous Drugs:** Now that BNDD requires separate numbers for separate sites Pettis County shall file with the State Bureau of Narcotics and dangerous Drugs any and all requisite BNDD and DEA applications to make the Windsor base operational.

**C. Pettis County Ambulance District's Responsibilities to Respond to Emergency Calls; Dispatch Henry County 911:** Pettis County shall have all rights and responsibilities to respond to all emergency calls originating in the "Acquired Area" as a part of Pettis County's primary service area on a twenty-four hour seven day a week basis as required by 19 CSR 30-40.309(2)(B).2. Pettis County Ambulance District shall establish and staff an ambulance base in the "Transferred Area" at the Windsor Station. Pettis County Ambulance District shall provide 24 hours a day, seven days a week ambulance service two fully staffed and equipped advance life support vehicles (Windsor Ambulance District understands that this two ALS basing goal is the general basing standard and at any given time one or both ALS vehicles may be out on run responses or transports, getting vehicle maintenance, staging for mutual aid and so forth). Henry County 911 will be responsible for dispatching emergency responses into Windsor's service area (The Transferred Area").

**D. Scheduling of Routine Transports:** In order to adequately control costs and to maximize confidence availability for emergency responses to both Districts, Pettis County Ambulance District reserves the right to seek arrangements with local facilities to schedule routine transfers.

**E. Pettis County Responsible For Billing; Pettis County Ambulance District's Right to Billing Revenue; Pettis County Ambulance District May Choose Billing Company of its Choice:** As additional consideration and to avoid any and all issues with third party billing entities such as private insurance, Medicare, Medicaid, and Veterans' Administration, (such issues as the anti-kickback, discount and rebate prohibitions under 42 USC 1320a7b(b)), Pettis County Ambulance

District shall bill its own rate structure and be entitled to all billings for service. Pettis County Ambulance District may, if it so chooses, bill for these "Windsor" transports through Pettis County Ambulance District's current established billing company or any successor thereto.

**F. Windsor Run Revenue to be Accounted for in Separate Book Entry; Use of Funds; Profit Loss Statement; Signatories on this Account:** Pettis County Ambulance District shall make arrangements so that all monies so collected on Windsor transports shall be accounted for in a separate accounting fund entry, and the balance on that fund shall be reported to both ambulance district Boards on a monthly basis. These collected monies from this account may be used by Pettis County Ambulance District to pay for services contracted to Windsor ambulance (employee wages, fuel, maintenance on ambulance, etc.). Any money used from that account will be reported as a profit and loss statement, a budget comparison, and an accounting reconciliation.

**G. Bookkeeping Services; Payroll; CPA Reviews:** Bookkeeping, submitting the ambulance runs to the billing company, checks for payroll and vendors shall be made by the Office Manager at Pettis County Ambulance District. During normal business hours any board member of either Party can schedule an appointment with the PCAD EMS Chief to review or examine the bookkeeping for accounts dealing with the Windsor Ambulance District and this Joint Powers Agreement. All bookkeeping shall be reviewed by a Licensed CPA selected by Pettis County Ambulance District.

**H. All Employees to be Employed by Pettis County Ambulance District:** During the time of contracted services, all employees scheduled to provide services under this Agreement shall be hired and be employed by Pettis County Ambulance District. These employees shall be governed by the policies and procedures already established by Pettis County Ambulance District. Windsor Ambulance District shall not be vicariously liable for any employment law issues.

**I. Complaints and Public Relations:** The Windsor Ambulance District Board of Directors shall promptly convey any complaints or issues to the EMS Chief of Pettis County Ambulance District. Those concerns shall be addressed in compliance with Pettis County Ambulance District's policies and procedures. The Parties further hereby promise to consult with one another on complaints, operational problems, and goals and objectives and to all times project a positive public image of the other Party to the media and general public.

**J. EMS Chief's Duties, Board Meetings and Reports:** The EMS Chief or his designee will attend both Pettis County Ambulance District and Windsor Ambulance District board meetings, each board member shall receive a packet prior to or at the board meeting, containing financial information for the contract services the past month, the EMS Chief will give a report on number of calls ran, any issues that need to be addressed and answer any questions that may arise.

## **V. RELATIONSHIP OF THE PARTIES; NO ASSUMPTION OF LIABILITY;**

## **INSURANCE COVERAGE TO BE MAINTAINED**

The Windsor Ambulance District and the Pettis County Ambulance District are in an independent contractor relationship. This legally independent relationship means that the employees of one party are not the employees of the other party and visa versa for purposes of both general liability and Workers' Compensation liability. This relationship of independent contractor status shall remain in effect for the duration of this Agreement and neither party shall in any way hold the other party vicariously liable for the conduct of the other party (See also Paragraph IV-H supra). More specifically the Pettis County Ambulance District assumes no liabilities or debts incurred by the Windsor Ambulance District Prior to the execution of this Agreement. Windsor Ambulance District shall continue to have adequate errors and omission coverage for its Board of Directors and General Liability coverage for the District as an entity at a level acceptable to the Board of Directors and shall supply a summary of Certificate of Insurance coverage to the Pettis County Ambulance District prior to the execution of this Agreement.

## **VI. AMENDMENTS AND OPERATING PROCEDURES**

The Parties intend that this Agreement constitute the entire Agreement and no parol evidence shall be admissible for interpreting this Agreement, except to the extent that the Parties mutually agree to amend this Agreement or incorporate documents, such as the letter of notice to the residents and the previously incorporated map. No amendment shall be made to this Agreement without the mutual assent and execution of said amendments by the Parties.

## **VII. EFFECTIVE DATE, TERM, NOTICE TERMINATION**

**A. Effective Date January 01, 2021: Automatic Renewals; One Year Advance Cancellation Notice; Five Year Term:** The initial term of this Agreement shall remain in effect for a period of one year from the date 12:00 A.M. January 01, 2021 to 11:59 P.M. December 31 2021, regardless of the dates of Execution indicated below. This Agreement may be terminated by either Party by means of an advanced one-year written notice by certified mail to the other Party's known business address. Without a termination notice or cancellation having been made, this Agreement shall automatically renew for a duration of one year annually upon the anniversary of the execution date for a period of four additional calendar years until 11:59 P.M. December 31 2025. This Agreement shall incorporate on a cumulative basis any changes, amendments, or documents incorporated by reference.

**B. Mutual Agreement for Early Termination; Continuation of Facility Payments:** The one-year advance notice in clause VII A supra may be dispensed with whenever the Parties may mutually agree to terminate this Agreement.

**C. Anticipated Five Year Term; Payments Contingent Upon Annual Appropriations; Negotiations for Extensions When:** The Parties anticipate a five-year term to this Agreement. However, since the Agreement is cancellable upon an annual advance notice or by mutual



agreement, this Agreement does not violate the prohibition against multi-year indebtedness without a vote of the people as otherwise provided in Article VI s 26a of the Missouri Constitution. The parties are committed to enter into negotiations for any possible extensions starting in year four of the Agreement.

#### **IX. EXECUTION**

If the Windsor Ambulance District determines that it can act only through Ordinances, the Windsor Ambulance District shall take all necessary and appropriate steps to incorporate by reference this Agreement into an Ordinance.

# **Signatures Redacted**