

1 **COMMON COUNCIL OF THE CITY OF HOBART, INDIANA**

2
3 **ORDINANCE NO. 2013-14**

4
5 **An Ordinance to Approve an Interlocal Agreement for the Provision by the City of**
6 **Hobart of Emergency Medical Services to the Town of New Chicago**

7
8
9 WHEREAS, the Common Council (“Council”) of the City of Hobart, Indiana (“City”)
10 has previously authorized the execution of agreements with the Town of New Chicago for the
11 rendition of Emergency Medical Services to New Chicago residents and businesses; and

12 WHEREAS, the Town Council of New Chicago has approved a new form of interlocal
13 agreement for such services effective as of February 13, 2013 and continuing through December
14 31, 2015, said agreement being attached hereto and made a part hereof as Exhibit “A;” and

15 WHEREAS, a power that may be exercised by an Indiana political subdivision and by
16 one (1) or more other governmental entities may be exercised by one or more entities on behalf
17 of others, or jointly by the entities pursuant to I.C. §36-1-7-2; and

18 WHEREAS, separate and distinct from the above-cited authority to enter into local
19 cooperation agreements to authorize joint action or action by one governmental entity on behalf
20 of another, the City of Hobart (“City”) and the Town of New Chicago (“Town”) are empowered
21 under the home rule powers granted to them to enter into such agreements both pursuant to I.C.
22 §36-1-3-4(b) which grants broad authority to the City and Town to exercise all powers necessary
23 or desirable in the conduct of their affairs, and under I.C. §36-1-3-8, which does not limit the
24 exercise of the powers undertaken in this agreement; and

25 WHEREAS, pursuant to the Home Rule Act at I.C. §36-1-3-6(b)(1), the City desires to
26 exercise the power contemplated under this agreement by adopting an Ordinance by the
27 Common Council, and,

1
2 THEREFORE, BE IT ORDAINED by the Common Council of the City of Hobart,
3 Indiana as follows:
4

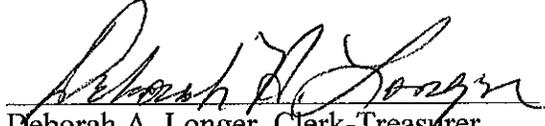
5 SECTION ONE. The "Emergency Medical Services Agreement," which is
6 attached hereto as Exhibit "A," is hereby adopted and approved in all respects. The City
7 Executive is hereby authorized to execute same and that, upon execution, said instrument
8 shall be the valid and subsisting agreement of the City of Hobart, enforceable according
9 to its terms, for the uses and purposes stated therein.

10 SECTION TWO: Said agreement shall take effect upon its recording with the
11 Lake County Recorder pursuant to I.C. §36-1-7-6. The Clerk-Treasurer is directed to
12 file the Agreement with the State Board of Accounts for audit purposes as required by
13 said statute within 60 days from the date hereof.
14

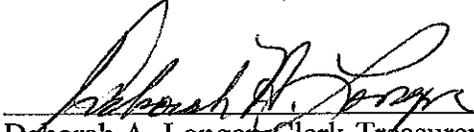
15 SECTION THREE: This ordinance shall become effective upon adoption in the
16 manner required by law.
17

18 ALL OF WHICH is PASSED and ADOPTED by the Common Council of the City of
19 Hobart, Indiana on this 3rd day of April, 2013.
20

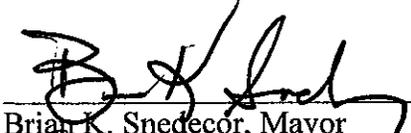
21
22 
23 _____
24 Brian K. Snedecor, Presiding Officer

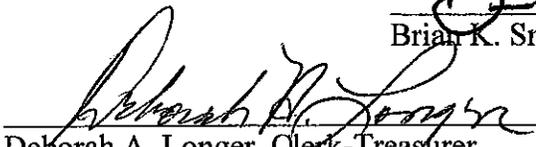
25
26 ATTEST: 
27 _____
28 Deborah A. Longer, Clerk-Treasurer
29

30 PRESENTED by me to the Mayor of the City of Hobart on the 3rd day of
31 April, 2013 at the hour of 7:10 p.m.
32

33
34 
35 _____
36 Deborah A. Longer, Clerk-Treasurer
37

38 APPROVED, EXECUTED and RETURNED by me to the Common Council of
39 the City of Hobart on this 3rd day of April, 2013.
40

41
42 
43 _____
44 Brian K. Snedecor, Mayor

45 ATTEST: 
46 _____
47 Deborah A. Longer, Clerk-Treasurer

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of February, 2013, by and between the **CITY OF HOBART**, Lake County, Indiana, a municipal corporation, hereinafter referred to as "**Hobart**", and the **TOWN OF NEW CHICAGO**, Lake County, Indiana, a municipal corporation, hereinafter referred to as "**New Chicago**".

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, New Chicago desires to obtain advanced emergency medical services from Hobart and Hobart is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth;

WHEREAS, New Chicago acknowledges a balance is owed in the amount of Eight Thousand Five Hundred forty-Two Dollars (\$8,542.00) from the previous contract which expired on December 31, 2012 and will make payments monthly to resolve this matter by December 31, 2013.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. SERVICES.

Hobart agrees to respond to emergency medical calls within the town limits of New Chicago. Hobart shall perform all necessary services in regard to responding to any such call. The services provided by Hobart shall be subject to the prior right of Hobart to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of Hobart and its other service area. The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in New Chicago at the time information is received, that a medical emergency exists in said areas, the appropriate Hobart equipment needed to respond, and the amount and type of equipment which may be spared from Hobart at the time. Hobart's determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against Hobart or such individual.

2. INDEPENDENT CONTRACTOR.

Nothing in the Agreement shall construe Hobart or any of its employees or agents to be the employees, agents, or representatives of New Chicago. Hobart shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein.

3. COMPENSATION-PER CALL RATES.

In consideration of the services to be rendered by Hobart during the period covered by this agreement, New Chicago hereby agrees to pay Hobart the sum of Twenty-Six Thousand Five Hundred Twenty-Three Dollars (\$26,523.00) for the 2013 calendar year. New Chicago shall make a payment of Fifteen Thousand Dollars (\$15,000.00) on or before July 1, 2013 and payment of the remaining Ten Thousand Dollars (\$11,523.00.00) on or before December 31, 2013.

In consideration of the services to be rendered by Hobart during the period covered by this agreement, New Chicago hereby agrees to pay a 3% increase from the previous year to Hobart in the sum of Twenty-Seven Thousand Three Hundred Nineteen Dollars (\$27,319.00) for the 2014 calendar year. New Chicago shall make a payment of Fifteen Thousand Dollars (\$15,000.00) on or before July 1, 2014 and payment of the remaining Ten Thousand Seven Hundred Fifty Dollars (\$12,319.00) on or before December 31, 2014.

In consideration of the services to be rendered by Hobart during the period covered by this agreement, New Chicago hereby agrees to pay a 3% increase rounded up to the next even dollar amount from the previous year to Hobart in the sum of Twenty-Eight Thousand One Hundred Thirty-Nine Dollars (\$28,139.00) for the 2015 calendar year. New Chicago shall make a payment of Fifteen Thousand Dollars (\$15,000.00) on or before July 1, 2015 and payment of the remaining Thirteen Thousand One Hundred Thirty-Nine Dollars (\$13,139.00) on or before December 31, 2015.

This contract will be revisited in January of each year during the duration of the contract to ensure that all fees are in agreement with both parties.

Hobart may also charge and bill individual patients transported by Hobart at the following rates:

A. Emergency Transport

Basic life support (BLS) and Advanced life support (ALS) and Advanced life support Level 2 (ALS2) transports will be billed at the current rate as established by Hobart city ordinance. An additional Non-Resident fee (if any) as established by Hobart city ordinance will be applied as appropriate.

B. Response and Service Charge.

Runs that involve the use of supplies or equipment other than the ambulance itself, but do not involve transportation of the patient will be billed at the rate as established by the City of Hobart Ordinance.

4. COMPLIANCE WITH LAWS

Hobart, in performance of the Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.

New Chicago, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and quality assurance of Emergency Medical Dispatchers. New Chicago agrees to provide a Medical Priority Dispatch Program that is compliant with IC 16-31-3.5 and which is compatible with the current system utilized by the City of Hobart.

5. INDEMNIFICATION/HOLD HARMLESS-NO THIRD PARTY BENEFICIARIES.

All services to be rendered or performed under this Agreement will be performed or rendered entirely at Hobart's own risk and Hobart expressly agrees to indemnify and hold harmless New Chicago and all its officers agents, employees, or otherwise, from any and all liability, loss of damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against Hobart which result from, arise out of, or are in any way connected with the services to be performed by Hobart under this Agreement; PROVIDED, it is expressly understood and agreed that neither Hobart nor any of its officers, agents or employees shall be liable in damages to New Chicago or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.

6. TERMINATION

If either party fails to comply with the terms and conditions of this Agreement, the other party may immediately suspend or terminate this Agreement. Hobart may terminate this Agreement, without cause, upon giving ninety (90) days written notice of intent to terminate to New Chicago. New Chicago may terminate the Agreement, without cause, at any time upon written notice to Hobart. Hobart shall provide

New Chicago with a final invoice for services within thirty (30) days of termination and payment from New Chicago shall be due upon receipt. The compensation paid by New Chicago to Hobart shall be prorated to the day of termination of this agreement.

7. NOTICE AND CONTRACT ADMINISTRATION.

Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

HOBART: CITY OF HOBART, Attention: Hon. Brian Snedecor, Mayor
414 Main St.
Hobart, IN 46342

NEW CHICAGO: TOWN OF NEW CHICAGO, Attention: Lori Reno, Clerk-Treasurer
122 Huber Blvd.
Hobart, IN 46342

Provided that the addressed hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

8. DURATION OF AGREEMENT.

This agreement shall be in force and in effect from the date of execution through December 31, 2015 unless extended by mutual agreement of the parties.

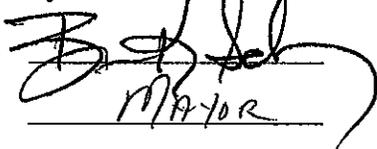
9. ENTIRE AGREEMENT.

This agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

City of Hobart

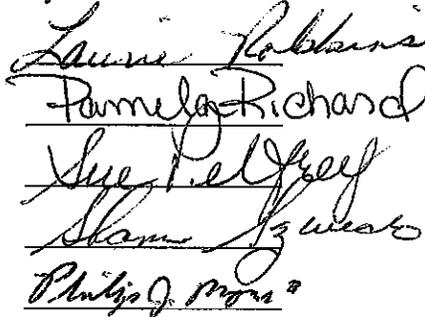
By: ~~Board of Public Works~~



Mayor

Town of New Chicago

By: Town Board



Philip J. Moore

Attest:



Robert W. Long

Attest:



Lori H. Reno