

**STATE OF ALABAMA
ELMORE COUNTY**

ELMORE COUNTY AMBULANCE SERVICE COMPACT AGREEMENT

I. Purpose:

To establish this Compact Agreement (hereinafter “Agreement”) between and among Elmore County, the Town of Coosada, the Town of Deatsville, the Town of Elmore, the City of Tallassee, the City of Wetumpka and any other municipality that may later enter into this Agreement (hereinafter sometimes referred to collectively as the “Participating Parties”) regarding the existence, recognition and role of The Elmore County Emergency Medical Services Board (hereinafter “Elmore County EMS Board” or “EMS Board”), as such relates to the Ambulance Services Contract with Haynes Ambulance of Elmore County, LLC (hereinafter “Haynes Agreement” – attached hereto and made a part hereof as Addendum 1). Additionally, this Agreement’s purpose is to clarify the rights, responsibilities, and obligations of the Participating Parties in this Agreement.

II. Authorities and References:

- a. The legal authority for Elmore County and each town or city named herein to enter into this Agreement is The Alabama Code, 1975 §§11-87-1 through 11-87-5.
- b. The provisions of this Agreement are based on the various code sections cited above and the prior actions of the Elmore County Commission establishing the EMS Board and the Rules Governing Composition And Operation Of The Elmore County Emergency Medical Services Board, and the action of the Elmore County E-911 Communication District (all such attached hereto and made a part hereof collectively as Addendum No. 2).

III. Scope:

This Agreement is intended to encompass the emergency ambulance service needs of the unincorporated areas of Elmore County and the areas within the municipal limits (and in the case of the City of Tallassee this Agreement encompasses certain fire districts) of the following municipalities, to-wit: the Town of Coosada, the Town of Deatsville, the Town of Elmore, the City of Tallassee, and the City of Wetumpka. It is also anticipated that, with the future express approval of the EMS Board, the scope of this Agreement will cover the municipal limits of any other municipality now in existence and located in Elmore County that may later elect to participate in this Agreement, as well as any municipality which may hereafter form within Elmore County that elects to participate in this Agreement.

IV. Situation:

The parties hereto recognize the importance of and the challenges associated with providing quality professional emergency ambulance service to their constituents located within the parties' respective governmental boundaries. As the costs of providing ambulance services continue to increase, the parties hereby acknowledge the value and financial benefit in combining the parties' resources to provide a superior level of ambulance services to the individuals whom they are called upon to serve. Therefore, the parties to this Agreement form this compact to provide their constituents the emergency medical services under and in accordance with the provisions of the Haynes Agreement, and as the same may be amended from time to time.

V. Agreements:

Article 1

All Participating Parties hereto agree to recognize the EMS Board, as established by Elmore County (Addendum 2) as the entity authorized to administer, oversee, and enforce the provisions of the Haynes Agreement. The parties agree that the EMS Board will exist and function as presently constituted in accordance with its established procedural rules (Addendum 2), and all Participating Parties agree that, for so long as each party desires to remain a participant in this compact Agreement, each shall recognize and adopt the actions of the EMS Board.

Article 2

It is understood and agreed by and between the Participating Parties hereto that any participating municipality may opt out of this Agreement at any time by giving ninety (90) days advanced written notice to the chairman of the EMS Board. Any entity's opting out of this Agreement will also serve as the immediate withdrawal of that entity's representation on the EMS Board.

Article 3

Should the EMS Board determine, by the passage of an appropriate resolution, that a contribution or subsidy to a provider of ambulance services under the attached Haynes Agreement, any modified version thereof, or any other applicable ambulance services contract is due to be made to such provider, then, in principle, each Participating Party hereby agrees that its continued qualification to enjoy the benefits afforded a party under the Haynes Agreement and this Agreement, as well as each entity's continued representation on the EMS Board, will be conditioned upon each Participating Party's equitable and timely contribution or subsidy to such ambulance services provider. Failure by a Participating Party to timely make an equitable subsidy or contribution shall be grounds for the EMS Board to remove such party from this Agreement and to remove such party's representative(s) from the EMS Board.

Article 4

Should a provider default under the Haynes Agreement or otherwise breach the Haynes Agreement such that funds from Haynes Ambulance of Elmore County, LLC, Traveler's Casualty and Surety Company of America, or any other surety become available to the Participating Parties in accordance with the performance provisions under the Haynes Agreement, then each party hereto shall be entitled to receive an equitable share of such funds allocated to ensure performance and to cover the costs of emergency ambulance services.

VI. Ratification:

This compact Agreement shall become binding when it shall have been signed by the Chief Executive Officer (Mayor) or Commission Chairperson of the participating town, city and/or county after approval by the governing body thereof. A chief executive officer's signature affixed hereto shall be conclusive evidence that said officer is duly authorized and has full authority to enter into this Agreement.

This Agreement is approved this the _____ day of _____, 2009.

For: Elmore County

By: _____
(Chief Executive)

Attest: _____
(Clerk or Other)

This Agreement is approved this the _____ day of _____, 2009.

For: Town of Coosada

By: _____
(Chief Executive)

Attest: _____
(Clerk or Other)

This Agreement is approved this the _____ day of _____, 2009.

For: Town of Deatsville

By: _____
(Chief Executive)

Attest: _____
(Clerk or Other)

This Agreement is approved this the _____ day of _____, 2009.

For: Town of Elmore

By: _____
(Chief Executive)

Attest: _____
(Clerk or Other)

This Agreement is approved this the _____ day of _____, 2009.

For: City of Tallassee

By: _____
(Chief Executive)

Attest: _____
(Clerk or Other)

This Agreement is approved this the _____ day of _____, 2009.

For: City of Wetumpka

By: _____
(Chief Executive)

Attest: _____
(Clerk or Other)