

FY 2020

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
FARMERSVILLE/WAGGONER AMBULANCE SERVICE**

The following terms constitute the working agreement between the **Farmersville/Waggoner Area Ambulance service**, a not-for-profit corporation (hereinafter named F/W AAS) an independent contractor, and F/W AAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax **(\$72,000)**, sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2020 the county shall have reimbursed to the F/W AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2020 and December 31, 2020, in accordance with the Real Estate Tax Distribution Schedule.

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1. The F/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., **December 1, 2019** through **November 30, 2020**.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by F/W AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the F/W AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

| | |
|---------------------------|----|
| Hillsboro - | 70 |
| Nokomis / Witt - | 18 |
| Raymond / Harvel | 7 |
| Farmersville / Waggoner - | 5 |
4. The F/W AAS agrees to pay on or before the last day of each month commencing **December 1, 2019** and continuing monthly thereafter for **FY '20**, the sum of **\$283.42** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after **November 30** as possible, the County shall calculate the total actual expense of the county office for **FY '20** and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the F/W AAS.

 The County shall then calculate and apply the total monthly payment as made by the F/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the F/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the F/W AAS amount of overpayment.
6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the F/W AAS as soon as possible after the last day of each month the amount collected on behalf of F/W AAS.
8. F/W AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. F/W AAS shall provide the County with proof of vehicle liability insurance upon request.

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9. The F/W AAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the F/W AAS, that the F/W AAS is violation of State regulations, said funds to be disbursed upon the F/W AAS coming into compliance.

10. The F/W AAS will submit a tentative FY '21 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before **September 1, '2020.**
11. The F/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W AAS.
12. The F/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before **December 31, 2020**, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the F/W AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The F/W AAS shall provide a 3rd party audit review every year of the F/W AAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5th year, the next full audit will be due **August of 2023.**
14. The F/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the F/W AAS or its duly authorized agent.

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This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for F/W AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

County Board Chairman

Date

Attest:

County Clerk

Date

FARMERSVILLE/WAGGONER AREA AMBULANCE SERVICE



Authorized Representative

2-11-20

Date

Pres. Don T FWAAS

Title