



GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET



Meeting Date	08/03/2022	Department	City Council
Agenda Item	4.d) Consideration of Approval of Ambulance service agreement between The City of Gardiner Ambulance Service and The City of Gardiner		
Est. Cost	n/a		

Background Information	
-------------------------------	--

Requested Action	"I move to approve the Ambulance service agreement as presented."
City Manager and/or Finance Review	
Council Vote/ Action Taken	
Departmental Follow-Up	

City Clerk Use Only	1 st Reading _____	Advertised _____	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____



**AMBULANCE SERVICE AGREEMENT BETWEEN
THE CITY OF GARDINER AMBULANCE SERVICE AND THE
City of Gardiner**

This agreement for ambulance services provided for the year of July 1, 2022 through June 30, 2023, is entered into by and between the City of Gardiner, hereinafter referred to as "Gardiner", and the residents of Gardiner, hereinafter referred to as "other community".

Whereas, Title 30-A MRSA sec. 5725(9) authorizes Maine municipalities to raise or appropriate money to provide for a public ambulance, or to support an ambulance service serving its residents; and

Whereas, Title 30-A MRSA sec. 3156 authorizes Maine municipalities to aid other municipalities with any public safety emergencies by providing their municipal fire department's available resources, as needed; and

Whereas, Gardiner has instituted a public ambulance service and is willing to permit said service to be used by other communities in accordance with the statutory authority cited above:

Now, therefore the parties hereto mutually covenant and agree as follows, to wit:

1. Gardiner, within its capabilities, agrees to provide emergency ambulance and rescue service to all persons within said other community's boundaries, for the entire year from July 1, 2022 to June 30, 2023. Said agreement shall be an annual agreement, renewable automatically, subject to termination, by either party at the end of any one-year term, providing written notice of intended termination be serviced on the other community sixty days before expiration of said one-year term.
2. Payment for the attached fee schedule amount for the period of July 1, 2022 to June 30, 2023, will be made to the City of Gardiner by the other community on a quarterly basis and within 15 days of receipt of any invoice from Gardiner.
3. Gardiner shall be paid for each call for emergency ambulance and rescue service rendered under this agreement according to the applicable fees due in connection with said call. In case the ambulance renders assistance to a person in the other community who is picked up by the ambulance, said bill shall be rendered to that party. If said party does not pay after a reasonable attempt to collect has been made for a period not less than 180 days (6 months) after the original billing date, the other community in which the call was made guarantees and shall pay said bill. These amounts shall be known as "uncollectables". Effective July 1, 2014, the amount of the other community's uncollectables shall be combined with the base fee to form one aggregate fee, identified on the attached fee schedule as "Total All In One Cost". The uncollectable amounts included in this "Total All In One Cost" represent unpaid bills on and before December 31, 2014. In the event the other community does not remain with the Gardiner ambulance service, the other community shall still be responsible for the uncollectable portion of the "Total All In One Cost". Furthermore, the other community shall still be responsible for any bills that are or will become uncollectable between the period of January 1, 2015 and the last date that the other community was a member of the Gardiner ambulance service. Payment for such uncollectable amounts shall be due within 15 days of receipt of an invoice from Gardiner. In the event the individual served should pay after receipt of payment from the other community to Gardiner, Gardiner shall then reimburse the other community.
4. Said other community shall pay to Gardiner the costs for service to any resident of said other community rendered anywhere within the Gardiner Ambulance Service contractual service area.

5. In the event Gardiner responds to a call for ambulance services under this agreement and the caller decides that ambulance services are not required, Gardiner shall bill the other community the applicable fees along with an explanation of the circumstances of such call, including a copy of the bill with the name and address of the person to whom service was rendered. Fees owed under this paragraph will be billed in the same manner as fees owed under paragraph 3.
6. Gardiner shall directly, or through its contracted billing agent, bill all persons to whom it renders ambulance services originating in the said other community. Should Gardiner bill for ambulance services through a contracted billing agent, Gardiner shall at the time of executing this agreement provide said other community with a copy of Gardiner's then current contract with its billing agent upon request.
7. Should Gardiner change the terms of its contract with the billing agent, or should it enter into a contract with a different billing agent during the term of this agreement, Gardiner shall provide the other community with a copy of the amended or replacement contract upon request to the Gardiner Ambulance Service.
8. In the event of any payment as described in paragraph 3, by the other community to Gardiner, the other community shall be subrogated to the extent of such payment to all rights of Gardiner to recover therefore, Gardiner shall do everything that may be reasonably necessary to secure and preserve such rights. Gardiner will provide documents necessary to enable the other community effectively to bring suit in the name of Gardiner. The other community agrees to reimburse and/or indemnify Gardiner for any expense involved with carrying out the provision of this paragraph and shall hold Gardiner harmless for any defects in this process.
9. Gardiner reserves the right to modify the attached fee schedule if one or more of the current eight (8) partner communities does not renew their agreement for ambulance services for 2022-2023. The current partner communities are: Gardiner, Chelsea, Farmingdale, Litchfield, Pittston, Randolph, Richmond, and West Gardiner. Similarly, if a new community (not one of the current listed) joins the ambulance service for 2022-2023, Gardiner reserves the right to modify the attached fee schedule. Gardiner will notify the other partner communities of changes to the fee schedule within fourteen (14) business days of receiving written confirmation from another community(ies) that they are leaving or joining the ambulance service.


In witness whereof, the parties hereto have hereunder set their hands the day and year first above written.

Date: 7/27/22

Date: _____

For the City of Gardiner, by:

Municipal Officers
for the Municipality of Gardiner:



Andrew Carlton
City Manager

FEE SCHEDULE 2022-2023

Note: In the event the Total All in One Cost omits any uncollectable, Gardiner does not waive or otherwise relinquish its right to collect said uncollectable

FY23 AMBULANCE BUDGET

Town	FY23 Base	FY22 Base	FY23 Uncoll.	FY23 Total	FY22 Total	Dollar Diff	% Diff
Gardiner	\$ 139,796.00	\$ 71,541.42	\$29,588.42	\$ 169,384.42	\$ 113,650.59	\$ 55,733.83	49.0%
Chelsea (1/2)	\$ 25,823.24	\$ 12,972.78	\$5,665.42	\$ 31,488.66	\$ 19,188.20	\$ 12,300.46	64.1%
Farmingdale	\$ 57,424.29	\$ 30,592.58	\$4,349.41	\$ 61,773.70	\$ 42,248.84	\$ 19,524.86	46.2%
Litchfield	\$ 56,647.87	\$ 28,857.52	\$9,834.45	\$ 66,482.32	\$ 46,680.53	\$ 19,801.78	42.4%
Pittston	\$ 45,611.33	\$ 23,284.41	\$5,196.45	\$ 50,807.78	\$ 29,489.89	\$ 21,317.89	72.3%
Randolph	\$ 34,616.24	\$ 17,860.15	\$3,043.70	\$ 37,659.94	\$ 22,136.52	\$ 15,523.43	70.1%
West Gardiner	\$ 59,093.31	\$ 29,884.69	\$9,197.26	\$ 68,290.57	\$ 45,786.25	\$ 22,504.32	49.2%
Richmond	\$ 61,955.72	\$ 26,639.45	\$13,906.75	\$ 75,862.47	\$ 43,816.07	\$ 32,046.39	73.1%
Totals	\$ 480,968.00	\$ 241,633.00	\$80,781.86	\$ 561,749.86	\$ 362,996.89	\$ 198,752.97	54.8%

Current population: (2020 census figures from the State Office of Vital Statistics)

City of Gardiner

INVOICE

CITY OF GARDINER
 6 Church St
 Gardiner, ME 04345

PLEASE REMIT TO:

City of Gardiner
 6 Church St.
 Gardiner, ME 04345

Invoice Number
223100002

Invoice Date
07/26/2022

Account Number
0009

Invoice Amount
169,384.42

Please detach and return this portion of the invoice with your remittance

FY23 AMBULANCE SERVICE AGMT

Description	Unit Cost	Quantity	Amount
AMB Serv Agrmts	139,796.00	1.00	139,796.00
AMB Uncollect	29,588.42	1.00	29,588.42
Invoice Total			169,384.42

Please make checks payable to City of Gardiner, 6 Church St., Gardiner, ME 04345. If you have any questions or need additional information, please contact Tara Miley at (207) 582-5150 ext. 1118.