

RESOLUTION 2021 - 16

A RESOLUTION OF THE TOWN COUNCIL OF THE MUNICIPALITY OF KINGSTON, LUZERNE COUNTY, PENNSYLVANIA A HOME RULE MUNICIPALITY, APPROVING AN AGREEMENT BETWEEN THE MUNICIPALITY OF KINGSTON AND THE KINGSTON FIREMAN'S COMMUNITY AMBULANCE ASSOCIATION

WHEREAS, the Charter of the Municipality of Kingston grants to the Municipal Council certain powers and duties as enumerated in Section 205 of said Charter, and;

WHEREAS, the Town Council of the Municipality of Kingston has the power to make appropriations, incur indebtedness, approve contracts and adopt the budget, and;

WHEREAS, the Municipality of Kingston wishes to contract with the Kingston Fireman's Community Ambulance Association concerning an Additional Staffing Agreement between the parties as set forth in the proposed Agreement set forth in this Resolution.

NOW THEREFORE, the Town Council of the Municipality of Kingston approves the execution of the attached Agreement with the Kingston Fireman's Community Ambulance Association.


ENACTED AS A RESOLUTION at a regular meeting of the Town Council of the Municipality of Kingston, Luzerne County, Pennsylvania held on the 3rd day of May, 2021. This Resolution shall take effect immediately

FOR THE TOWN COUNCIL

BY: 

Robert Thompson, President

ATTEST:


Julie Norton, Secretary

APPROVED:


Paul J. Roberts, Jr., Mayor

Date: May 3, 2021

**ADDITIONAL STAFFING AGREEMENT
BETWEEN THE MUNICIPALITY OF KINGSTON AND
THE KINGSTON FIREMAN'S COMMUNITY
AMBULANCE ASSOCIATION**

This additional Staffing Agreement ("Seventh Person Agreement") is entered into this 3rd day of May, 2021 by and between the Municipality of Kingston and the Kingston Fireman's Community Ambulance Association as follows:


1. The Municipality of Kingston and Kingston Fireman's Community Ambulance Association desire to enter into an agreement defining the terms and conditions of adding a seventh person to dayshift for handling additional calls for service that will be generated by the expanded service area which now includes Swoyersville Borough.
 2. The Municipality of Kingston's career fire department now serves as the primary supplier of basic and advanced life medical services to the Borough of Swoyersville.
 3. This is an expansion of the long standing direct response service area of the Kingston Fireman's Community Ambulance Association to the Municipality of Kingston, Borough of Pringle and Borough of Forty Fort.
 4. The Municipality of Kingston and Kingston Fireman's Community Ambulance Association have agreed that it is in the best interest of the department and area served to increase staffing for handling the additional calls that will be generated by Swoyersville Borough.
 5. The Municipality of Kingston recently increased the staffing complement of its career fire department by one additional employee to handle the increased call volume that is expected from adding Swoyersville Borough to the direct-response service area.
 6. The Municipality of Kingston hired an additional employee because the full compensation and fringe benefits are being reimbursed to the Municipality of Kingston by the Kingston Fireman's Community Ambulance Association.
 7. Full compensation and benefits shall be defined as all contractual W-2 income and fringe benefits payable to the new employee pursuant to the collective bargaining agreement between the Municipality of Kingston and Kingston's career fire department. This arrangement shall remain in effect as long as the Kingston Fireman's Community Ambulance Association has a direct-response contract for services with Swoyersville Borough.
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8. The Municipality of Kingston will bill the Kingston Fireman's Community Ambulance Association on a monthly basis for 100% of the W-2 income and fringe benefits costs of the new employee and the Kingston Fireman's Community Ambulance Association will pay the Municipality of Kingston within ten (10) business days from receipt of the bill.
9. The Municipality of Kingston and Kingston Fireman's Community Ambulance Association understand that the obligation to pay for the extra employee is contingent upon the Kingston Fireman's Community Ambulance Association having an exclusive contract with the Borough of Swoyersville to provide direct-response medical services.
10. If Swoyersville Borough terminates their agreement with the Kingston Fireman's Community Ambulance Association and no other community is added to the direct response service area to replace Swoyersville Borough, the Kingston Fireman's Community Ambulance Association will no longer be obligated to pay for the extra employee that was hired to provide a staffing complement of seven (7) employees during dayshift hours Monday through Friday.
11. It is expressly understood that if the direct response service area ever returns to the Municipality of Kingston, the Borough of Pringle and the Borough of Forty Fort only, the Municipality of Kingston will not be obligated to pay any compensation whatsoever for the additional employee that was added to the ranks of the department for providing direct response medical services to Swoyersville Borough.
12. It is expressly understood that if the Kingston Fireman's Community Ambulance Association discontinues for any reason whatsoever to pay for the costs of the new employee, the Municipality of Kingston is not obligated to maintain this employee in the ranks of the full-time fire department.
13. This Agreement shall remain in place as long as the Kingston Fireman's Community Ambulance Association is providing direct response medical services to the Borough of Swoyersville with the understanding that either the Municipality of Kingston or the Kingston Fireman's Community Ambulance Association may terminate this agreement at anytime with ninety (90) days of advanced written notice to the other party.

NOW THEREFORE, this agreement between the Municipality of Kingston and Kingston Fireman's Community Ambulance Association shall be binding and remain in effect pursuant to the conditions of this document beginning the day and year first set forth above.

IN WITNESS WHEREOF, the parties have executed, or caused their respective duly authorized Representatives to execute, this Agreement as of the day and year set forth above.

Municipality of Kingston

By: 
Paul Keating, Administrator

Kingston Fireman's Community Ambulance Association

By: 
Brian Bloom, President