



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Financial Impact:

<p>None OR Adequate funds exist in account:</p>	<p>This contract provides a significant portion of the funding for the Ketchum Fire Department's current EMS level of service. Last year an increase occurred; this year, both contracting parties agreed to maintain the amount due to ongoing consolidation discussions.</p>
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Attachments:

FY24 EMERGENCY MEDICAL SERVICES AGREEMENT – CITY OF KETCHUM

THIS AGREEMENT made and entered this 7 day of November, 2023, by and between the BLAINE COUNTY AMBULANCE DISTRICT, a legal taxing district of the State of Idaho (hereinafter “Ambulance District”), and the CITY OF KETCHUM, a municipal corporation of the State of Idaho.

WITNESSETH:

WHEREAS, Blaine County has established an ambulance service district, in accordance with the provisions of Section 31-3901, et seq., of the Idaho Code, authorized to provide ambulance and emergency medical service (collectively referred to as “EMS Service”) to serve the area within Blaine County and to determine the manner in which that service shall be operated and, if deemed appropriate, to enter into agreements to provide such EMS Service for Blaine County; and,

WHEREAS, Blaine County has been divided into two (2) ambulance service districts – northern and southern. The northern district comprising all of the area of Blaine County north of the intersection of State Highway 75 and the Big Wood River, directly south of Greenhorn Gulch to the Custer County Line and the southern district comprising all of Blaine County south of the aforementioned intersection; and,

WHEREAS, in 2000 it was determined in a comprehensive emergency medical services plan (the “EMS Plan”) the need for the Ambulance District to develop a model EMS delivery system to address the continued expansion of the service needs that would fund and sustain a higher level of EMS Service for the residents and guests of Blaine County. The EMS Plan included an operational plan for the City of Ketchum Fire Department in the northern district and Wood River Fire Protection District in the southern district to move forward in providing a higher level of EMS Service as their resources allow; and,

WHEREAS, it was advantageous to both the Ambulance District, and for the City of Ketchum from both a financial and service standpoint for the Ambulance District to enter into an Agreement with the City of Ketchum to provide EMS Service to the northern district; and,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED between the parties as follows:

1. Level of Service: During the term of this Agreement, the City of Ketchum agrees to provide and maintain paramedic level EMS Service licensed by the State of Idaho Department of Health and Welfare EMS Bureau as advanced life support level two (“ALS Level 2”) for the treatment and transport of patients from the northern district of Blaine County twenty-four (24) hours per day, seven (7) days per week.
2. Services Provided: Paramedic level EMS Service shall be provided under the terms and conditions contained herein:
 - 2.1 In providing paramedic level EMS Service to the northern district of Blaine County twenty-four (24) hours per day, seven (7) days a week, the City of Ketchum shall respond to emergency medical service (“EMS”) incidents with one (1) fully equipped ALS Level 2

licensed ambulance with a minimum of one (1) certified paramedic/firefighter and one (1) certified emergency vehicle operator/firefighter for the entire duration of the first EMS incident. In the event that additional emergency or non-emergency calls for EMS Service in the northern district are requested at any time during the duration of the first EMS incident, the City of Ketchum agrees to make every effort to provide EMS Service to all other emergency medical calls with a licensed back-up ambulance and appropriately certified EMS personnel providing a minimum of basic life support ("BLS") treatment and transport, when appropriately certified personnel are available and resources allow.

- 2.2 EMS Services provided are subject to the operational needs of the northern portion of the Ambulance District and the needs of the City of Ketchum. In this regard and when available and resources allow, the City of Ketchum will provide EMS Service to the southern district of the Ambulance District and other areas in the same manner in responding to emergency and non-emergency events and the needs of existing Mutual Aid Agreements.
- 2.3 City of Ketchum personnel (and ambulance) responding to emergency and non-emergency medical calls under this agreement shall operate as a unit of the City of Ketchum and act under the control of the most qualified medical personnel on scene and operate under the Ketchum Fire Department (KFD) standard operating guidelines. Notwithstanding, City of Ketchum personnel shall be subject to the provisions of the State of Idaho EMS Bureau, applicable National Fire Protection Association standards and other safety standards.
- 2.4 As provided by law, the Chief or Officer of the City of Ketchum Fire Department in charge at the scene of an emergency involving the protection for life or limb, shall have the authority to direct such operation as may be necessary to perform appropriate rescue operations consistent with the National Incident Management System (NIMS), Wood River Mutual Assistance Agreement and the Blaine County Emergency Operations Plan.
- 2.5 The City of Ketchum shall provide emergency medical transport from EMS incidents in the northern district of Blaine County to St. Luke's Wood River Medical Center located in the northern district of Blaine County.
- 2.6 The City of Ketchum may provide the transfer of patients from St. Luke's Wood River Medical Center to the patient's home, or other destinations, when appropriately certified volunteer or off-duty personnel are available and as resources allow, on a rotating basis with the southern district, recognizing that minimum staffing for local EMS response shall be a priority. St. Luke's may call upon the City of Ketchum or Wood River Fire and Rescue when Air St. Luke's Ketchum and St. Luke's Magic Valley responders are otherwise unavailable because of other patient emergencies. City of Ketchum agrees to provide a minimum staffing of one (1) certified emergency vehicle operator/firefighter and one (1) certified EMS provider for the appropriate level of patient care up to ALS-2 for routine transfers. No more than one (1) patient transfer by ambulance to destinations outside of Blaine County shall be approved at the same time recognizing the need for available ambulances and staffing in Blaine County. As it pertains to extreme weather conditions and other difficult circumstances, the safety of the crew members and the patient being transferred shall be the number one priority at all times with the final decision approving the transfer determined by the City of Ketchum Fire Chief or the City of Ketchum Fire Department shift officer in the Fire Chief's absence.

- 2.7 The City of Ketchum shall supply equipment and provide the following technical rescue services that are normally performed in the scope of fire department operations: vehicle extrication, swift water rescue, cold water rescue, high and low angle rope rescue.
- 2.8 The City of Ketchum shall supply equipment and provide backcountry rescue and winter rescue services that are normally performed in the scope of search and rescue operations. When requested, the City of Ketchum shall provide medical support and stand-by to Blaine County Search and Rescue when the condition of a lost person is unknown.
- 2.9 When requested, the City of Ketchum may provide EMS stand-by coverage for special events when appropriately certified volunteer or off-duty personnel are available and resources allow.
3. Compliance with Laws and Accreditation: The City of Ketchum will comply with all Federal, State, County, and local statutes, regulations, or ordinances in its provision of the EMS Service as described within this Agreement, and to maintain its current ambulance license issued by the State of Idaho EMS Bureau. The City of Ketchum agrees that its records and rosters regarding equipment, vehicles, and training may be reviewed by the Ambulance District during regular business hours.
4. Communications: Communications capabilities shall be maintained between the City of Ketchum base stations, its ambulances and personnel on incidents and Blaine County Communications (“Comm.”) provided under the Consolidated Emergency Communications Services Agreement. The City of Ketchum shall also maintain and operate State of Idaho EMS channels F1 and F2 in its radio communications equipment.
5. Medical Supervision: The City of Ketchum shall utilize the Physician Medical Director under contract with the Ambulance District agreed upon by the City of Ketchum and in compliance with the State of Idaho. City of Ketchum personnel shall follow the EMS protocols established by the controlling medical director or their designee. The City of Ketchum further agrees to adhere to, as a minimum standard, the State of Idaho EMS Bureau Paramedic Protocols, as amended, with respect to medical acts not governed by the protocols developed by the Blaine County Ambulance District Physician Medical Director.
6. Training: The City of Ketchum shall provide sufficient EMS training of personnel and continuing education (CE) of personnel at the current levels in compliance with State of Idaho EMS Bureau standards.
7. Equipment: During the term of this agreement, the Ambulance District shall provide the City of Ketchum three (3) ambulances, three (3) Zoll Heart Monitors and accessory equipment as well as other approved capital purchases which will remain the property of the Ambulance District. All ambulances and equipment purchased by the Ambulance District during the term of this agreement shall be in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau for the treatment and transport for Advanced Life Support (ALS) under the approved replacement schedule of the Ambulance District. The City of Ketchum shall provide an updated inventory list of “Exhibit A” of all vehicles and equipment owned by the Ambulance District that exceeds a purchase value of FIVE THOUSAND DOLLARS (\$5,000.00).
 - 7.1 The City of Ketchum shall be responsible for the routine maintenance of all EMS Service vehicles and equipment including rescue and extrication equipment. All vehicles and equipment shall be kept in sound operating condition, and maintained, operated, and

equipped in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau as complying with their minimum licensing standards, within the budgeted amounts provided by the Ambulance District.

- 7.2 The City of Ketchum shall be responsible for maintaining the branding of the three (3) ambulances as “Blaine County Ambulance” for consistency purposes. The Blaine County Ambulance District will be responsible for paying for the associated costs.
8. Records Management System: The City of Ketchum shall maintain a record of each incident in compliance with national standards and the State of Idaho EMS Bureau.
9. Total Quality Management Program: The City of Ketchum shall maintain a Total Quality Management Program including but not limited to administrative management, financial management, educational standards administration (current and continuing) and both internal and external monitoring of services provided and shall provide quarterly reports of said Program to the Blaine County Ambulance District Board (hereinafter “the Board”).
10. Insurance: The City of Ketchum shall provide the level of insurance noted in “Exhibit B” on all apparatus, equipment and personnel during the term of this Agreement.
11. Independent Contractor: Notwithstanding any language to the Contrary contained in this Agreement, the City of Ketchum is acting as an independent contractor and not an employee or agent of the Ambulance District.
12. Compensation:
 - 12.1 For the furnishing of said EMS Service, the City of Ketchum shall receive from the Ambulance District, as a base fee, the sum of ONE MILLION, FIVE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY-SEVEN DOLLARS (\$1,513,357.00) for the fiscal year 2024, payable upon receipt of an invoice in monthly installments of ONE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTEEN DOLLARS AND EIGHT CENTS (\$126,113.08) on the 20th day of each month commencing October, 2023. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided.
 - 12.1.2 For the ambulance vehicle storage and facility maintenance costs, the City of Ketchum shall receive from the Ambulance District, as a base fee, the sum of THIRTY-SIX THOUSAND DOLLARS (\$36,000.00) for the fiscal year 2024, payable upon receipt of an invoice in monthly installments of THREE THOUSAND DOLLARS (\$3,000.00) on the 20th day of each month. This fee accounts for ONE THOUSAND DOLLARS (\$1,000.00) per month per ambulance being stored, maintained and operated by the City of Ketchum. This amount is already included in the total annual contract amount. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided. In the event that the City of Ketchum houses one of the ambulance vehicles at another location besides the City of Ketchum Fire Station, the City of Ketchum shall pay the entity that owns said facility where the ambulance is housed in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per month.

- 12.3 Prior to the commencement of each annual renewal period, the parties shall negotiate in good faith the annual base fee. The Ambulance District shall pay City of Ketchum for the furnishing of said EMS Service during the renewal period.
13. Fees for Service: In addition to said base fee to be received from the Ambulance District, the City of Ketchum shall charge patients for services rendered in accordance with the amounts scheduled in the most recent Blaine County Resolution regarding Emergency Medical Service User and Supplies fees. The fees charged the patient for services rendered shall be collected and retained by the Ambulance District.
14. Budget: The City of Ketchum shall submit an annual budget to the Ambulance District Board by the Third Monday of May each year for the operation of the EMS Service, as well as its anticipated revenue and expenses for the coming year as required by Idaho law, from which the Agreement fee for the coming budget year will be negotiated.
15. Strategic Plan: The continuation of this Agreement is contingent upon continued participation of the City of Ketchum Fire Department with the Blaine County Ambulance District and its other stakeholders with the Ambulance District Strategic Plan and the initiatives, goals and objectives that were identified during the Strategic Planning process.
16. Consolidation Project: The continuation of this Agreement is contingent upon good faith efforts with continued participation of the City of Ketchum with the Blaine County Ambulance District and its other stakeholders with the Ambulance District Consolidation Project and the discussions, initiatives, goals, and objectives that are currently being discussed.
17. Term:
- 17.1 This Agreement may be terminated by either party upon the giving of ninety (90) days written notice prior to June 1 of any calendar year; provided, however, that this Agreement is subject to immediate termination on written notification by the Ambulance District for the failure of the City of Ketchum to provide equipment, personnel or service in accordance with the terms of the Agreement. Upon termination of this Agreement, it is understood by the parties that any and all property, apparatus and equipment owned or purchased by either party before or during the term of this Agreement shall remain the sole property of the acquiring party.
- 17.2 The Agreement shall commence on October 1, 2023, and shall run one (1) year, ending at midnight on September 30, 2024.
18. Assignment:
- 18.1 This Agreement shall not be assigned by the City of Ketchum without the prior written consent of the Ambulance District.
- 18.2 This Agreement constitutes the sole understanding of the parties. Any and all verbal and/or oral agreements are hereby merged into this Agreement. Any subsequent modification of this Agreement must be in writing.

IN WITNESS WHEREOF, the Blaine County Ambulance District has caused its name and seal to be subscribed and affixed hereto, pursuant to resolution of the Board of County Commissioners of Blaine County and the City of Ketchum has hereunto caused its name and the Mayor's signature to be affixed pursuant to authorization by the City of Ketchum City Council.

BLAINE COUNTY AMBULANCE DISTRICT BOARD



MUFFY DAVIS, CHAIR



ANGENIE MCCLEARY, VICE-CHAIR



LINDSAY MOLLINEAUX, COMMISSIONER

Attest: _____
STEPHEN MCDOUGALL GRAHAM, CLERK

CITY OF KETCHUM

NEIL BRADSHAW, MAYOR

Attest: _____
City Clerk

EXHIBIT A

Capital Equipment Inventory

VEHICLE INVENTORY:

2015 Chevrolet Type 1 Ambulance	VIN # 1GB3KZCG1FF120193
2019 Ford Type 1 Ambulance	VIN # 1FDRF3HT4KDA05263
2021 Ford Type 1 Ambulance	VIN # 1FDUF4HT4MEC12314

EQUIPMENT INVENTORY:

Ambulance 21 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034684
Ambulance 22 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034668
Ambulance 23 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034677

For Blaine County
Ambulance District

For The
City of Ketchum



Muffy Davis
Blaine County Ambulance District Chair

Neil Bradshaw
Mayor

EXHIBIT B

Insurance

- A. The City of Ketchum, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, the Ambulance District does not represent that coverage and limits are necessarily adequate to protect the City of Ketchum.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to the Ambulance District prior to the state date of the agreement. All certificates must be signed by an authorized representative of the City of Ketchum's insurance carrier and must state that the issuing company, its agents, or representatives will provide the Ambulance District thirty (30) days written notice prior to any policies being cancelled. Renewal certificates must be provided to the Ambulance District within thirty (30) days after the effective date of the renewal.
- C. Certificates shall be mailed to:
- Blaine County Administrator
206 First Avenue South, Suite 300
Hailey, ID 83333
- D. Certificates must show evidence of the following minimum coverages:
1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.
 2. **Employers' Liability** insurance providing limits of liability in the following amount:
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.
 3. **Commercial General Liability** insurance providing limits of liability in the following amounts:
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.