

**City of Ketchum** 

# CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 2, 2024	Staff Member/Dept:	Jade Riley – Administration
Agenda Item:	Recommendation to approve the EMS agreement with Blaine County Ambulance District.		

**Recommended Motion:** 

"I move to approve agreement #25940 with the Blaine County Ambulance District for emergency medical services."

Policy Analysis and Background:

This is an annual agreement between the City of Ketchum and the Blaine County Ambulance District. The City provides contract ambulance service to the North portion of Blaine County.

"15.2 The Base Fee shall cover all 911 response within Blaine County. It shall also cover all intercepts occurring within Blaine County up to the county line, and all transfers from St. Luke's Wood River to a patient's home. The Base Fee shall cover lift assists, move-ups, standby for law enforcement, stage for law enforcement and similar calls."

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist	This contract provides a significant portion of the funding for the Ketchum
in account:	Fire Department's current EMS level of service. FY2025's base fee equates
	to \$1,685,076 (vs. \$1,513,357 in FY2024).

# Attachments:

1. Agreement #25940

# FY25 EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN THE BLAINE COUNTY AMBULANCE DISTRICT AND THE CITY OF KETCHUM

THIS AGREEMENT made and entered this <u>22</u> day of <u>OCTOBER</u>, 2024, 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, 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; and,

WHEREAS, it is advantageous to both the Ambulance District and 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 residents and visitors of the County.

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

- 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 an advanced life support (ALS) transport agency in accordance with Idaho Code Title 56, Chapter 10 for the treatment and transport of patients of Blaine County, twenty-four (24) hours per day, seven (7) days per week.
- Services Provided: Under this agreement, the City of Ketchum shall respond to requests for service generated by Blaine County Emergency Communications (BCEC), walk-in requests for medical assistance, or other 911 requests for EMS. The City of Ketchum may also respond to interfacility transfers, event standbys and transports from St. Luke's Wood River Medical Center to the airport for fixed-wing transfers or to a patient's home, or to another medical facility at the City of Ketchum's discretion. These

non-emergency calls for service will not require the staffing levels in this agreement and will not be part of the calculation of response times. EMS Service shall be provided under the terms and conditions contained herein:

- 2.1 The City of Ketchum shall respond to all Advanced Life Support ("ALS") incidents with one (1) fully equipped ALS Level 2 licensed ambulance with a minimum of one (1) licensed paramedic or Advanced EMT (AEMT) and one (1) emergency vehicle operator. ALS incidents shall be defined as any call dispatched as "C", "D", or "E" through Priority Dispatch Emergency Medical Dispatch ("EMD"); or any incident where a dispatch is upgraded from a Basic Life Support ("BLS") level, defined as "A", "B", or "Ω"("Omega") to an ALS level; or any incident where an Emergency Medical Technician ("EMT"), Law Enforcement Officer, Ski Patroller, Emergency Medical Responder ("EMR") or other trained responder on scene requests ALS ("Medic Request"); any "Injury-Unknown Traffic Accident"; or any request for an ALS intercept by a BLS transport within Blaine County ("Paramedic Intercept").
- 2.2 The City of Ketchum shall respond to Basic Life Support ("BLS") incidents with one (1) fully equipped BLS licensed ambulance with a minimum of one (1) licensed EMT or paramedic and one (1) emergency vehicle operator. BLS incidents shall be defined as any call dispatched as "A", "B", or "Ω"("Omega") through Priority Dispatch Emergency Medical Dispatch ("EMD").
- 2.3 EMS Services provided are subject to the operational needs of the City of Ketchum's geographical area of coverage. In this regard and when available and resources allow, the City of Ketchum will provide EMS Service to other areas within Blaine County in the same manner in responding to emergency and nonemergency events and the needs of existing Mutual Aid Agreements.
- 2.4 City of Ketchum personnel responding to emergency and non-emergency medical calls under this agreement shall operate as a unit of the Cit of Ketchum and Ketchum Fire Department and act under the control of the most qualified medical personnel on scene and operate under the Ketchum Fire Department standard operating guidelines. Notwithstanding, City of Ketchum and Ketchum Fire Department personnel shall be subject to the provisions of the State of Idaho EMS Bureau, applicable National Fire Protection Association standards, and other safety standards.
- 2.5 As provided by law, the Ketchum Fire Department Chief or Officer in charge at the scene of an emergency involving the protection for life or limb, shall have the authority to command and direct such operation as may be necessary to perform appropriate EMS and rescue operations consistent with the National Incident Management System (NIMS), Mutual Aid Agreements, and the Blaine County Emergency Operations Plan.
- 2.6 City of Ketchum may provide transfer of patients from St. Luke's Wood River Medical Center to other facilities or to the patient's home; or other destinations, when resources allow, at the sole discretion of the City of Ketchum. Such

transfers shall be subject to the payment provisions in Paragraph 13 of this agreement.

- 2.7 City of Ketchum shall provide backcountry rescue and winter rescue of injured persons in known locations as provided for in Idaho Code 31-2229.
- 2.8 City of Ketchum may provide EMS stand-by coverage for special events when resources allow, at the sole discretion of the Ketchum Fire Department.
- 3. Performance Metrics:
  - 3.1 The City of Ketchum shall respond to no less than 80% of all emergent EMS calls within 10 minutes from the time of notification of the fire department by dispatch until an EMS unit is on scene in the areas identified in Exhibit A as the Urban Response Area. For this metric, "emergent calls" shall refer to calls processed through BCEC that indicate a need to respond as expeditiously as possible. This will include any call dispatched as "B", "C", "D" or "E" through Priority Dispatch EMD. Calls dispatched as "A" or "Ω"("Omega") through Priority Dispatch EMD shall not be considered emergent. Ski runs, backcountry rescues, intercepts, interfacility transfers, standbys, move-ups, lift assists, agency assists and calls to stage will not be considered emergent. Response shall include any apparatus with EMS personnel placed enroute to the call.
  - 3.2 The City of Ketchum shall respond to EMS calls outside its Urban Response Area in a timely manner.
- 4. <u>Reporting</u>:
  - 4.1 The City of Ketchum will provide quarterly written reports to the BCAD outlining the status of the identified Performance Metrics. Additionally, the City of Ketchum's quarterly reports will include the following data:
    - 4.1.1 Call and response data including a summary of all location and call types.
    - 4.1.2 Compliance with target and required response data.
  - 4.2 The City of Ketchum will also provide in-person reports to the BCAD as requested.
- <u>Compliance with Laws and Accreditation</u>: The City of Ketchum shall 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.
- <u>Communications</u>: The City of Ketchum shall provide the necessary communications equipment and licenses needed to fulfill this agreement, excepting such equipment necessary to dispatch, receive and transmit from Blaine County Emergency Communications. All ownership and control of communications equipment owned or operated by the City of Ketchum shall remain under the sole control of the City of Ketchum.

- Medical Supervision: The City of Ketchum personnel shall follow the EMS protocols established by the Ambulance District Medical Director. The City of Ketchum agrees to adhere to the State of Idaho EMS Bureau Protocols, as amended, with respect to medical acts not governed by the protocols developed by the BCAD Physician Medical Director.
- 8. <u>Training</u>: 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 to all Ketchum Fire Department EMS personnel.
- 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 three (3) Stryker Power Load stretchers which will remain the property of the Ambulance District. The City of Ketchum shall provide an annual inventory list of "Exhibit B" of all vehicles and equipment owned by the Ambulance District that exceeds a purchase value of FIVE THOUSAND DOLLARS (\$5,000.00).
  - 9.1 The City of Ketchum shall be responsible for the routine maintenance of all Ambulance District-provided EMS Service vehicles and 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.
  - 9.2 The City of Ketchum shall be responsible for maintaining the branding of the three (3) ambulances as "Blaine County Ambulance" for consistency purposes. BCAD will be responsible for paying for the associated costs.
- 10. <u>Capital Strategic Planning</u>: The City of Ketchum Fire Department will participate with the BCAD, the EMS Medical Director and all contracted EMS Service Providers in the development of a capital strategic plan to focus on capital equipment planning and a consistent approach for data collection and reporting.
- 11. <u>Policies and Procedures</u>: The City of Ketchum shall be responsible for developing and maintaining all Policies and Procedures necessary for fulfillment of this agreement, including dispatch of units, staffing, supply, mutual aid and mutual response, maintenance of apparatus and equipment, and personnel management.
- 12. <u>Records Management System</u>: The City of Ketchum shall maintain records of each incident in compliance with national standards and the State of Idaho EMS Bureau.
- 13. <u>Insurance</u>: The City of Ketchum shall provide the level of insurance noted in "Exhibit C" on all apparatus, equipment and personnel during the term of this Agreement.
- 14. <u>Independent Contractor</u>: 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.

# 15. Compensation:

FY25 EMS AGREEMENT - CITY OF KETCHUM

- 15.1 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, SIX HUNDRED EIGHTY-FIVE THOUSAND AND SEVENTY-SIX DOLLARS (\$1,685,076) for the Fiscal Year 2025, payable upon receipt of an invoice in monthly installments of ONE HUNDRED FORTY THOUSAND, FOUR HUNDRED TWENTY-THREE DOLLARS (\$140,423.00) on the 20<sup>th</sup> day of each month commencing October, 2024. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided. This Base Fee shall include use of the City of Ketchum's stations and facilities.
- 15.2 The Base Fee shall cover all 911 response within Blaine County. It shall also cover all intercepts occurring within Blaine County up to the county line, and all transfers from St. Luke's Wood River to a patient's home. The Base Fee shall cover lift assists, move-ups, standby for law enforcement, stage for law enforcement and similar calls. The Base Fee shall not cover interfacility transfers or transfers from the hospital to the airport for a fixed-wing transport. The Base Fee shall not cover event standby.
- 15.3 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 the City of Ketchum for the furnishing of said EMS Service during the renewal period.
- 16. Fees for Service: In addition to said Base Fee to be received from the Ambulance District, the City of Ketchum shall charge patients and/or contracting clients for services listed in Section 15.2 of this agreement 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 for fixed-wing transfers and interfacility transfers shall be collected and retained by the City of Ketchum. The City of Ketchum shall also charge for standby at events according to the most recent Blaine County Ambulance District Resolution regarding Emergency Medical Service User and Supplies fees. Fees for events shall be collected and retained by the City of Ketchum.
- 17. <u>Budget</u>: 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.

# 18. <u>Term</u>:

- 18.1 This Agreement may be terminated by either party at midnight on September 30 of any calendar year upon written notice delivered prior to March 1 of the same calendar year; provided, however, that this Agreement may be subject to immediate termination on material breach of the Agreement by either party. Upon termination of this Agreement, 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.
- 18.2 The Agreement shall commence on October 1, 2024, and shall run one (1) year, ending at midnight on September 30, 2025.

### 19. Assignment:

- 19.1 This Agreement shall not be assigned by the City of Ketchum without the prior written consent of the Ambulance District. The City of Ketchum retains the right to subcontract any or all services required under this agreement. Blaine County Ambulance District agrees to provide written consent to assign this agreement upon merger with, or annexation into another jurisdiction.
- 19.2 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

ANGENIE MCCLEARY, VICE-CHAIR

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Attest:

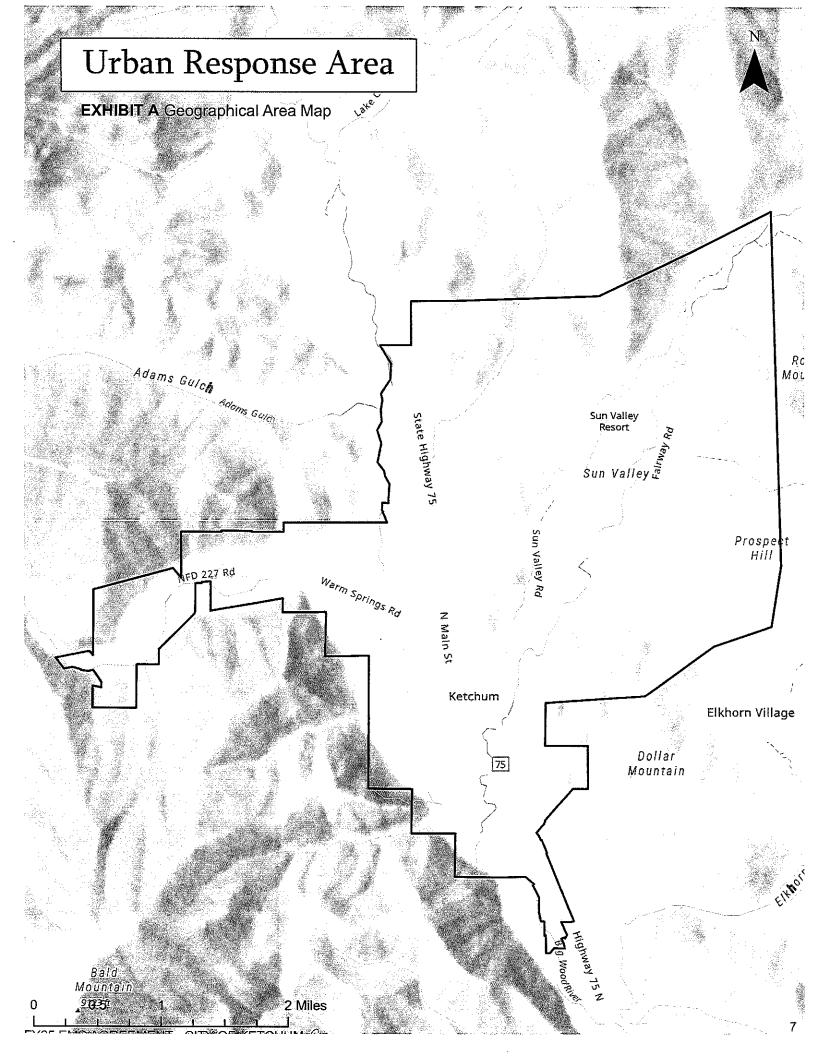
STEPHEN MCDOUGALL GRAHAM, CLERK

CITY OF KETCHUM

NEIL BRADSHAW, MAYOR

Attest:

City Clerk



# EXHIBIT B

# VEHICLE, EQUIPMENT, and ACCESSORY INVENTORY LIST Updated for FY2025

### 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

### ACCESSORY INVENTORY:

Not Applicable

For Blaine County Ambulance District For The City of Ketchum

Muffy Davis Blaine County Ambulance District Chair Neil Bradshaw Mayor

# EXHIBIT C

#### 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.
  - 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.