

ORIGINAL

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT entered into the 8<sup>th</sup> day of April, 2008 by and between the BLAINE COUNTY AMBULANCE DISTRICT, a legal taxing district of the State of Idaho (hereinafter "Blaine County"), and the City of Ketchum, a municipal corporation of the State of Idaho (hereinafter "the City").

WITNESSETH:

WHEREAS, Blaine County has established an ambulance service district, in accordance with the provisions of Idaho Code § 31-3901, *et seq.*, which is authorized to provide ambulance and emergency medical services (collectively referred to as "EMS Service") within the County of Blaine and to determine the manner in which such EMS 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 contains 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. The southern district contains all of that area of Blaine County south of the aforementioned intersection; and,

WHEREAS, it would be advantageous to both Blaine County and the City from both a financial and service standpoint for Blaine County to enter into an Agreement with the City to provide EMS Service to the northern district from north of the intersection of State Highway 75 and the Big Wood River, directly south of Greenhorn Gulch to the Custer County Line; and,

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

1. The City agrees to provide and maintain Emergency Medical Services for the northern district of Blaine County and to provide cross-coverage and supplemental ambulance coverage to the southern district of Blaine County when the southern district ambulance service has both first line and backup ambulances unavailable.

2. The City further agrees as follows:

(a) to maintain the current level of care or better now being provided to the northern district;

(b) to maintain and operate radio communication equipment between their base stations and its ambulances;

(c) that the Emergency Medical Services provided by the City shall be on

call twenty-four (24) hours a day with the ambulances to respond to all emergency medical calls;

(d) to provide emergency transport from the northern district of Blaine County to St. Luke's Wood River Medical Center;

(e) to provide at least two (2) ambulance crew members on each patient transport, with the crew member delivering patient care being on a first out ambulance, at a minimum, a state certified paramedic level attendant, and on the second out ambulance when the first ambulance has been called out, at a minimum, a state certified advanced emergency medical technician ("EMTA"). However, with the patient's and with the patient's physician's permission, an EMT or paramedic attendant shall not be required on routine, non-emergency transfer calls;

(f) to maintain a record of each incident;

(g) that all vehicles and equipment shall be kept in sound operating condition and maintained, operated and equipped in compliance with all applicable laws of the State of Idaho, within the budgeted amounts provided by the County;

(h) that the equipment shall include vehicles certified by the Idaho Department of Health and Welfare, as complying with their minimum standards;

(i) to supply rescue and extrication services that are normally performed in the scope of fire department operations;

(j) to indemnify and hold harmless Blaine County from all liability, claims or demands for any accident arising out of the operation of the EMS Service during the course of operation under the terms of this Agreement;

(k) to provide sufficient training for the EMS responders;

(l) to provide, when available, transports from the St. Luke's Wood River Medical Center to the patient's home, or other destination, on a rotating basis with the southern district recognizing that local emergency services staffing shall be the priority of the City.

(m) that the City will 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 EMS Services provided. In addition, the City shall provide quarterly reports of said Program to the Blaine County Ambulance District Board (hereinafter "the Board"); and

(n) that, as provided by law, the Chief or Officer of the Ketchum Fire

Department in charge at the scene of an emergency involving the protection of life, 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), Blaine County Mutual Aid Agreement and Blaine County Emergency Operation Plan.

### 3. COMPENSATION

(a) For the furnishing of said EMS Service, the City shall receive from Blaine County, as a base fee, the sum of 813,000EIGHT HUNDRED THIRTEEN THOUSAND DOLLARS (\$813,000.00) for fiscal year 2007-2008, payable in twelve monthly installments of SIXTY SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$67,750.00) on the 20th day of each month commencing October, 2007. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided;

(b) In the event of an automatic renewal of this Agreement, and prior to the commencement of such renewal period, the parties shall negotiate in good faith the annual base fee Blaine County shall pay the City for the furnishing of said EMS Service during the renewal period; and

(c) In addition to the base fee to be received from Blaine County, the City 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 County.

4. Subsequent to the execution of this Agreement, the City may lease from Blaine County equipment and apparatus related to providing EMS Service for the nominal sum of TEN DOLLARS (\$10) per year. The City shall obtain an appropriate level of insurance on said leased equipment and apparatus, subject to review and approval of the Board. In addition, the City shall provide an inventory list of all equipment and apparatus leased from Blaine County that exceeds a purchased value of ONE THOUSAND DOLLARS (\$1,000).

5. The City shall submit an annual budget to the Board by the first day of July each year for the operation of the EMS Service, as well as the 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.

6. In the performance of this Agreement, the City is acting as an independent contractor.

7. This Agreement shall automatically renew each year unless terminated by either party upon the giving of sixty (60) days written notice prior to June 1 of any calendar

year. However, this Agreement is subject to immediate termination upon written notification by Blaine County for the failure of the City to provide equipment, personnel or service in accordance with the terms of this 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.

8. This Agreement shall not be assigned by the City without the prior written consent of Blaine County.

9. This Agreement shall run one (1) year, ending at midnight on September 30, 2008.

10. 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.

11. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.

12. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereof.

13. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

14. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

15. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

IN WITNESS WHEREOF, Blaine County has caused its name and seal to be subscribed and affixed hereto, pursuant to a motion of the Board of County Commissioners of Blaine County and the City of Ketchum has hereunto caused its name and seal to be affixed pursuant to resolution of the Ketchum City Council.

BLAINE COUNTY AMBULANCE DISTRICT

*Tom Bowman*

Tom Bowman, Chairman

*Lawrence Schoen*

Lawrence Schoen, Vice-Chairman

*Sarah Michael*

Sarah Michael, Commissioner

CITY OF KETCHUM

*Randy Hall*

Randy Hall, Mayor

ATTEST:

*Sandra E. Cady*

Sandra E. Cady, City Clerk

ATTEST:

*JoLynn Prage*

JoLynn Prage, County Clerk

