

**RESOLUTION NUMBER 04-074**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMERGENCY MEDICAL SERVICES AGREEMENT WITH THE BLAINE COUNTY AMBULANCE DISTRICT.

WHEREAS, Blaine County, Idaho, established an ambulance service district pursuant to I.C. § 31-3901 *et seq.* and subsequently divided the Blaine County into two service sub-districts, and

WHEREAS, the duly created Blaine County Ambulance District desires that the City of Ketchum provide emergency medical services in the northern sub-district; and

WHEREAS, in consideration of these services, the Blaine County Ambulance District will pay the City of Ketchum SIX HUNDRED SEVENTY THOUSAND FIVE HUNDRED THIRTY-SEVEN DOLLARS (\$670,537.00); and

WHEREAS, the City Council finds that providing such services and receiving the payment therefore will promote the health, safety and welfare of the residents of the City of Ketchum because such residents often travel in the northern sub-district and because the increased volume of services will facilitate the expansion of the quality and complexity of the equipment and services provided by the City within the City and the sub-district.

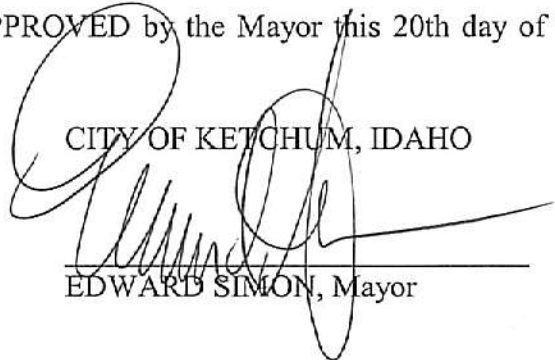
NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho, that the City Council hereby authorizes and directs the mayor to execute an emergency medical services agreement with the Blaine County Ambulance District.

PASSED by the City Council, and APPROVED by the Mayor this 20th day of September, 2004.

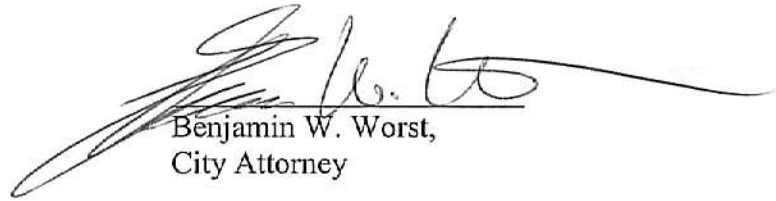


ATTEST:

  
Sandra E. Cady, CMC,  
City Clerk/Treasurer

CITY OF KETCHUM, IDAHO  
  
EDWARD SIMON, Mayor

APPROVED AS TO FORM  
AND CONTENT:

  
Benjamin W. Worst,  
City Attorney

MEMORANDUM FOR THE RECORD

RE: [Illegible text]

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**ORIGINAL**

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**EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS AGREEMENT entered into the 1st day of October, 2004 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 three (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 EMS Service 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 now being provided to the northern district;

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

STATE OF IDAHO  
COUNTY OF BLAINE

I, MARSHA RIEMANN, EX-OFFICIO RECORDER IN AND FOR SAID COUNTY AND STATE DOE HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THAT CERTAIN INSTRUMENT OR RECORD IN MY OFFICE AS INSTRUMENT NO. 510871  
RECORDS OF BLAINE COUNTY, STATE OF IDAHO.  
WITNESS MY NAME AND OFFICIAL SEAL THIS 5 DAY OF Oct 20 04.

BY M. Riemann MARSHA RIEMANN  
DEPUTY EX-OFFICIO RECORDER

(c) that the EMS Services provided by the City shall be on call twenty-four (24) hours a day with the ambulances to respond to all emergency calls;

(d) to provide emergency transport from the northern district of Blaine County to St. Lukes 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, at a minimum, a state certified emergency medical technician ("EMT"). However, with the patient's and with the patient's physician's permission, an EMT 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 EMT's;

(l) to provide, when available, transports from the St. Lukes Wood River Medical Center to the patient's home, or other destination, in the northern district;

(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 Board of County Commissioners; 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 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 SIX HUNDRED AND SEVENTY THOUSAND FIVE HUNDRED AND THIRTY SEVEN DOLLARS (\$670,537.00) for fiscal year 2004-2005, payable in eleven monthly installments of FIFTY FIVE THOUSAND EIGHT HUNDRED SEVENTY EIGHT DOLLARS AND EIGHT CENTS (\$55,878.08), and one monthly installment of FIFTY FIVE THOUSAND EIGHT HUNDRED SEVENTY EIGHT DOLLARS AND TWELVE CENTS (\$55,878.12) on the 20th day of each month commencing October, 2004. 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 Blaine County Board of County Commissioners. 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 Blaine County Board of County Commissioners by the first day of June 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, 2005.

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.

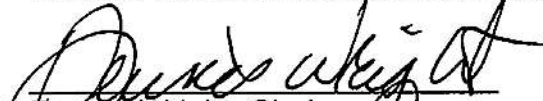
14. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.


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

  
Dennis Wright, Chairperson

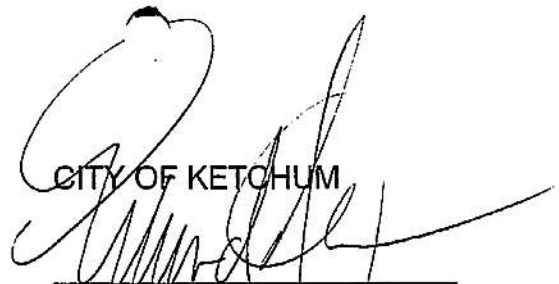
  
Sarah Michael, Vice-Chairperson

  
Mary Ann Mix, Commissioner

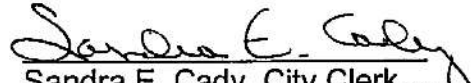
ATTEST:

  
Marsha Riemann, County Clerk

CITY OF KETCHUM

  
Edward Simon, Mayor

ATTEST:

  
Sandra E. Cady, City Clerk

