RESOLUTION NUMBER 05-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING AND INSTRUCTING THE MAYOR TO EXECUTE A JOINT EXERCISE OF POWERS AGREEMENT WITH THE CAMAS COUNTY AMBULANCE; CASSIA REGIONAL MEDICAL CENTER (d.b.a. Life Run Ambulance), GOODING COUNTY EMS, KETCHUM FIRE DEPARTMENT, MAGIC VALLEY PARAMEDICS, LLC; MINIDOKA MEMORIAL HOSPITAL (d.b.a. Emergency Response Ambulance), SAINT ALPHONSUS LIFE FLIGHT (Jerome), SIMS AMBULANCE, INC., RAFT RIVER FIRE PROTECTION DISTRICT RAFT RIVER RESCUE, INC., WOODRIVER FIRE & RESCUE, AND LINCOLN COUNTY EMS, HEREIN REFERRED TO AS "PARTY OR PARTIES".

WHEREAS, in the interest of conserving resources and protecting and promoting the public health, safety and welfare, certain emergency medical services require the Parties to cooperate with each other, share resources and assist each other by responding within each other's jurisdictions; and

WHEREAS, Idaho Code Section 67-2328 authorizes the parties to collaborate in this manner by entering an agreement for the joint exercise of powers; and

WHEREAS, each of the parties satisfies the requirements set forth in Idaho Code Sections 67-2327 and 67-2328 which provide for public agencies to enter such an agreement; and

WHEREAS, each of the parties has appropriate equipment and trained personnel necessary to provide such services; and

WHEREAS, the City Council of the City of Ketchum hereby finds that a joint exercise of powers agreement is necessary to conserve resources and to protect and promote the public health, safety and welfare of the inhabitants of the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho, that the Mayor is hereby authorized and instructed to execute a JOINT EXERCISE OF POWERS AGREEMENT with the CAMAS COUNTY AMBULANCE; CASSIA REGIONAL MEDICAL CENTER (d.b.a. Life Run Ambulance), GOODING COUNTY EMS, KETCHUM FIRE DEPARTMENT, MAGIC VALLEY PARAMEDICS, LLC; MINIDOKA MEMORIAL HOSPITAL (d.b.a. Emergency Response Ambulance), SAINT ALPHONSUS LIFE FLIGHT (Jerome), SIMS AMBULANCE, INC., RAFT RIVER FIRE PROTECTION DISTRICT RAFT RIVER RESCUE, INC., WOODRIVER FIRE & RESCUE, AND LICOLN COUNTY EMS.

PASSED BY THE CITY COUNCIL and APPROVED by the Mayor this 4th day of April, 2005.

CITY OF KETCHUM, IDAHO

EDWARD SIMON, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

APPROVED AS TO FORM
AND CONTENT:

Benjamin W. Worst, City Attorney

Kathleen Schwartzenberger

From: Linda E. Houck, Paralegal [lhouck@ketchumidaho.org]
Sent: Monday, April 04, 2005 1:32 PM
To: Kathleen Schwartzenberger
Subject: FW: South Central Idaho EMS Mutual Aid Agreement.doc

-----Original Message-----
From: Ben Worst [mailto:bworst@ketchumidaho.org]
Sent: Thursday, March 31, 2005 1:57 PM
To: Linda Houck
Subject: South Central Idaho EMS Mutual Aid Agreement.doc

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Mutual Aid Agreement

SOUTH CENTRAL IDAHO EMS MUTUAL AID AGREEMENT
[A Mutual Aid Agreement]

The goal of this Agreement is to provide adequate resources to meet the needs of the citizens and communities served by the parties during a disaster or sentinel event.

THIS AGREEMENT made this _____ day of _____, _____, by and between the following parties: Camas County Ambulance; Cassia Regional Medical Center (d.b.a. Life Run Ambulance); Gooding County EMS; Ketchum Fire Department; Magic Valley Paramedics, LLC; Minidoka Memorial Hospital (d.b.a. Emergency Response Ambulance); Saint Alphonsus Life Flight (Jerome); SIMS Ambulance, Inc; Raft River Fire Protection District Raft River Rescue, Inc; Wood River Fire & Rescue; Lincoln County EMS;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth above which are a material part of the Agreement, the Parties agree as follows:

SECTION 1
DEFINITIONS

1.1 **Agreement:** Means and refers to this Agreement.

1.2 **EMS:** Means and refers to Emergency Medical Services.

1.3 EMS Agency: means and refers to any EMS agency licensed by the Idaho Department of Health & Welfare EMS Bureau

1.4 **EMS Resources:** Means and refers to personnel and/or equipment that provide licensed Emergency Medical Services.

1.5 **Incident:** Means and refers to a fire and/or medical emergency and/or disaster and/or other state of emergency which occurs within any of the boundaries of the Parties to the Agreement which requires more Resources and/or EMS Resources, as the case may be, than the Party can reasonably provide by itself.

1.6 **Incident Command:** Means and refers to the local Incident Management System

1. 7 **Licensed:** Means and refers to the regulation and requirement to be licensed and certified by the Idaho Emergency Medical Services Bureau as a condition of rendering Emergency Medical Services.

1. 8 **Party/Designee:** Means and refers to the above named Party's designation pursuant to this Agreement of the person/s to work jointly with the other parties to administer the cooperative undertaking established in this Agreement.

1.9 **Personnel:** Means and refers generically to any volunteer and/or employee of a Party.

1.10 **Requesting Party:** Means and refers to any Party to this Agreement which suffers an Incident, and which Party requests of another Party to furnish, loan and dispatch additional resources to aid such Party.

1.11 **Resources:** Means and refers to personnel and/or equipment capable of rendering aid in

response to an Incident and includes EMS Resources.

1.12 **Responding Party:** Means and refers to any Party to this Agreement which has been requested by another Party to this Agreement to furnish, loan and dispatch such resources as equipment and personnel under the terms of this Agreement.

SECTION 2
RECITALS AND STATE LAW PROVISIONS AND PARTY DECLARATIONS

2.1 Each Party Finds:

2.1.1 It is possible that an Incident could occur within the boundaries of any Party; and

2.1.2 It is in the best interests of each of the Parties and the residents, property owners and other persons whom they serve to provide for additional Resources in response to an Incident; and

2.1.3 Potential Parties have resources and/or are able to provide support in response to an Incident.

2.1.4 They can provide for additional Resources in response to Incidents by a written Mutual Assistance Agreement.

SECTION 3
SUPERSEDENCE AND TERMINATION OF EXISTING MUTUAL AID AGREEMENTS

3.1 This Agreement does not amend, replace, supersede, or terminate or otherwise affect existing or future agreements between any of the Parties regarding Mutual Aid or any other specific response agreement.

SECTION 4
NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY CREATED
EXERCISE OF AGREEMENT PROVISIONS

4.1 This Agreement does not create any separate legal or administrative entity.

4.2 The extent of the performance of this Agreement by any Party is financed by that Party and therefore no budget will be established or maintained collectively by the Parties.

4.3 No property, either real or personal, will be acquired under the terms of this Agreement, and no provisions are herein made for any disposition of property upon termination of this Agreement by all Parties and/or upon the withdrawal of a Party from the Agreement.

4.4 This Agreement shall not relieve any EMS agency of any obligation or responsibility imposed upon it by law.

4.5 Each party to this Agreement shall designate a person to work jointly with the other parties to administer the cooperative undertaking established in this Agreement.

SECTION 5
MUTUAL AID REQUEST

5.1 **Mutual Aid Request:** Whenever a Party to this Agreement suffers an Incident, it may make a

request for EMS Resources of the other Parties in accordance with the following:

5.1.1 **Mutual Aid Request Protocol:** The REQUESTING PARTY shall first call the Party whose EMS Resources are nearest the location of the Incident, and if the Incident requires additional EMS Resources, the Requesting Party may then make a request for EMS Resources upon additional Parties in the order of closest EMS Resources to the location of the Incident.

5.1.2 **Release of Mutual Aid:** It shall be the responsibility of the REQUESTING PARTY to release the EMS Resources loaned by the RESPONDING PARTY in a timely manner to insure that the EMS Resources loaned by the RESPONDING PARTY are not needlessly detained. Upon completion of the work on an Incident, each Party participating shall render such assistance and help as is necessary to return all EMS Resources to the owners.

5.1.3 Except as otherwise herein specified, the REQUESTING PARTY shall not be liable for any compensation to any RESPONDING PARTY for EMS Resources provided under the terms of this Agreement.

5.1.4 Responding Party shall look to the patient and their insurance carrier agents and assigns for compensation for EMS Resources provided under this agreement and agrees to make no claim for compensation to the Requesting Party or any health care facility with whom the Requesting Party is associated.

5.1.5 In the event there is a mechanism or program which funds cost reimbursement for a response to an incident and subject to the consent of the Requesting Party each Responding Party may provide to the Requesting Party the current labor and equipment rates of the Responding Party for the response to an Incident, and in the event the mechanism or program for cost reimbursement will facilitate payment, this Agreement shall be considered an agreement to pay such costs upon the condition the costs are reasonable and only to the limit that the mechanism or program for cost reimbursement will pay the same.

SECTION 6
MUTUAL AID RESPONSE

6.1 **Mutual Aid Response Considerations**: Each Party agrees subject to the considerations and limitations herein the Agreement provided for to furnish, loan and dispatch to an Incident in the aid of the REQUESTING PARTY such Resources as the RESPONDING PARTY in its discretion shall determine it may reasonably furnish.

6.1.1 Special considerations as to whether or not to respond may include but are not limited to the following:

6.1.1.1 The RESPONDING PARTY'S need to provide such Resources within its boundaries; and/or

6.2 The RESPONDING PARTY, if it determines to furnish Resources, shall deliver its Resources to the location specified by the REQUESTING PARTY.

6.2.1 The RESPONDING PARTY shall report to the person designated by the REQUESTING PARTY.

6.2.2 The Commanding Officer of the REQUESTING PARTY shall assume and release Incident Command.

6.2.3 The RESPONDING PARTY shall not be required to assume overall responsibility for or direct the efforts to respond to the Incident.

6.2.4 If the RESPONDING PARTY determines that its Resources are needed in its own jurisdiction for a fire, medical emergency, disaster, or other state of emergency the RESPONDING PARTY may return its Resources to its own jurisdiction.

6.2.5 All Resources provided under the terms of this Agreement shall be returned to the RESPONDING PARTY upon release by the REQUESTING PARTY or upon demand by the RESPONDING PARTY for the return of its Resources.

SECTION 7
ALL PARTY RESPONSIBILITIES

7.1 It is the responsibility of Each Party:

7.1.1 To provide adequate training and/or certification and/or licensure of their Personnel.

7.1.2 To be solely responsible to its own Personnel for the payment of wages and other compensation and for workers' compensation coverage or other insurances as required by Idaho statutes.

7.1.3 To be responsible for its own equipment and personnel and bear the risk of any loss or damage to its equipment or injury to its personnel occurring as a result of a response to a request under this Agreement.

SECTION 8
FEES FOR EMS RESOURCES SERVICES

8.1 As may be required by the laws of the state of Idaho a Party to this Agreement for EMS Resource this Agreement shall be considered an Agreement for the provision of EMS Resource beyond the Party's boundaries.

8.2 RESPONDING PARTIES providing EMS Resources may charge the persons who are the recipients of those services at an Incident in accordance with the duly enacted fee schedule of the RESPONDING PARTY.

SECTION 9
AMENDMENT PROVISIONS

9.1 This Agreement may only be amended in accordance with the following process:

9.1.1 A proposed amendment must be in writing and include this entire Agreement as then existing and shall therein include a strikethrough of any language to be deleted and underline of any new language of the proposed amendment in a form substantially consistent with the Agreement

9.2 An amendment to this Agreement shall have the unanimous approval of all Parties of the Agreement.

SECTION 10
GENERAL PROVISIONS

10.1 **No Liability For Not Responding**: No liability shall be imposed upon or attached to a Party for not responding or furnishing Resources to an Incident

10.2 **Third Party Beneficiaries**. Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity.

10.3 **Severability.** Should any term or provision of this Agreement, or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

10.4 **Non-Replacement of Special Agreements.** This Agreement does not amend or replace and/or otherwise affect existing or future agreements between any of the Parties regarding Automatic Aid or any other specific response agreement.

10.5 **Counterparts and Process to become a Party.** This Agreement will be executed and delivered in counterparts, one for each party, and at such time as the governing board of a Party adopts the necessary resolution authorizing the execution of the counterpart and a written notice thereof [including a copy of the resolution or other authorizing act of its governing board] this Agreement shall then be in full force and effect to such Parties and shall have the force and effect of an original, and copies of the signature pages of all counterparts shall be provided to all parties to this Agreement.

10.6 **Captions.** The subject headings of the paragraphs and subparagraphs of this agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned party has by action and/or authority of its governing board caused this Agreement to be executed this _____day of _____, 200_.

_____
Lara Thomas
Director
Camas County Ambulance

_____
Jon D Hoopes
VP Regional Operations Officer
Intermountain Health Care
Cassia Regional Medical Center
(Life Run Ambulance)

_____
Denise Gill
Director
Gooding County EMS

Greg Schwab
Fire Chief
Ketchum Fire Department

Gilbert Schmidt
Director
Magic Valley Paramedics, LLC

Brent Hutchins
Ambulance Director
Minidoka Memorial Hospital
(Emergency Response Ambulance)

Stan Rose
Life Flight Program Director
Saint Alphonsus Life Flight

Gary Russell
Owner
SIMS Ambulance, Inc.

Mike Lewis
Ambulance Director
Raft River Fire Protection District

Vaughn Cook
President
Raft River Rescue, Inc.

Bart Lassman
Fire Chief
Wood River Fire & Rescue

Michael Bright
Director
Lincoln County EMS