



Our vision of Coeur d'Alene is of a beautiful safe city
that promotes a high quality of life and sound economy
through excellence in government

GENERAL SERVICES/PUBLIC WORKS COMMITTEE
with
Council Members Evans, Gabriel, & Wood
March 10, 2025, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

*****ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

Item 1 Approval of Third-Party Agreement with Motorola for DEA API Access to ALPR Data

STAFF REPORT BY: Chief Lee White, Police Department

Item 2 Approval of Master Joint Powers Agreement for the provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho

STAFF REPORT BY: Steven Jones, EMS Officer, Fire Department

Item 3 Approval of Advanced Notification Policy

STAFF REPORT BY: Todd Feusier, Streets & Engineering Director

Item 4 Approval to declare various pieces of used equipment and items as surplus and authorization for the surplus items to be sold

STAFF REPORT BY: Justin Kimberling, Streets & Engineering Assistant Director

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City's Facebook page.**

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 10, 2025
FROM: Chief Lee White, Police Department
SUBJECT: Approval of Third-Party Agreement with Motorola for DEA API Access to ALPR Data

DECISION POINT: Should the City Council approve a Third-Party Agreement with Motorola for Drug Enforcement Agency (DEA) Application Programming Interface (API) Access to ALPR (Automated License Plate Reader) Data?

HISTORY: The Department currently utilizes ALPR technology to enhance public safety and support law enforcement activities. The El Paso Intelligence Center (EPIC) administered by the DEA has requested access to this ALPR data to support their mission in combating drug trafficking and related criminal activities.

EPIC, established in 1974 and operated by the DEA, supports U.S. law enforcement agencies by providing timely intelligence on threats. Located in El Paso, Texas, EPIC offers tactical, operational, and strategic intelligence to various federal, state, local, tribal, and international law enforcement organizations. Staffed by over 300 personnel from multiple agencies, EPIC fosters interagency collaboration and enhances law enforcement effectiveness.

CDAPD uses Vigilant (Motorola) and has an automated process of sharing selective data with other authorized agencies. In February 2023, with the assistance of the City Attorney, the Police Department entered an MOU with DEA to share ALPR data into their DEASIL system (DEA Special Intelligence Link) which also allowed the agency and the North Idaho Fusion Center access to it.

DEASIL is a system used by law enforcement agencies to access License Plate Reader (LPR) data and alerts. The system is managed by the DEA and is designed to enhance the effectiveness of law enforcement operations by providing timely access to LPR information.

Since this initial agreement, DEA has created a different, more effective model for data sharing using an API with Motorola compared to a file transfer protocol that was in use. This connectivity requires approval by our agency.

FINANCIAL ANALYSIS: There are no costs associated with the project.

PERFORMANCE ANALYSIS: Allowing this data sharing to occur allows enhanced collaboration with DEA and other agencies with authorized approval in combating drug trafficking and related crimes, improve efficiency with law enforcement operations through shared access, and strengthen public safety measures in the City.

Data collected from Automatic License Plate Recognition (ALPR) cameras is strictly intended for official law enforcement purposes. This means that the information gathered by these cameras can only be accessed and utilized by authorized personnel for the investigation of crimes. EPIC is a national-level intelligence center and only properly vetted agencies may collaborate.

DECISION POINT/RECOMMENDATION: Council should allow the Police Department to enter into a 3rd party agreement with Motorola to allow DEA to share ALPR data for EPIC.

API/Data Sharing Addendum to Master Customer Agreement (“API Addendum”)

This API Addendum to the Master Customer Agreement (“Master Agreement”) dated August 14, 2024 between Motorola Solutions, Inc. (“Motorola” or “MSI”) and the Coeur d’Alene Police Department (“Customer”) (collectively, “Parties”) addresses Customer’s request for its LPR Data, and relevant Metadata (as defined below), owned and collected by the Customer using MSI-Manufactured LPR Cameras and stored in within the equipment (“Customer Data”) to be shared with a third-party. “Metadata” shall be defined within this Addendum as data owned and collected by Customer using MSI-Manufactured LPR Cameras and stored within the equipment.

WHEREAS, Customer has requested that Motorola provide Drug Enforcement Administration Special Intelligence Link - DEASIL (“Third-Party Recipient”) with access to their Customer Data via a custom-API; and

WHEREAS, Motorola is willing to provide Third-Party Recipient access to Customer Data using an API;

NOW, THEREFORE for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

- I. **Consent.** Customer consents to Motorola providing Third-Party Recipient with access to Customer Data through the use of an API. Customer agrees that Motorola is not responsible for Third-Party Recipient’s use of Customer Data. Additionally, Motorola is not responsible for the Third-Party Recipient’s failure to comply with applicable laws, Customer instructions, or the Customer’s set retention policy.
- II. **Term.** The Term of this API Addendum shall begin upon execution of this Agreement by both parties and shall continue for a period of one (1) year. At the end of the Term, this API Addendum may be extended, by mutual written agreement of the Parties.
- III. **Termination.** In the event the Third-Party Recipient violates usage terms or is misusing the API, Motorola, at its discretion, may discontinue Third-Party Recipient access upon providing notice to Customer. This API Addendum shall immediately terminate upon termination of the Master Agreement. Upon termination, Motorola may immediately terminate Third-Party Recipient’s Access to the API.
- IV. **Representation, Warranty, Disclaimer.** The API and associated Data is excluded from any representations and warranties in the Master Agreement. The API and associated Data is provided “AS IS”. Motorola disclaims all other warranties, expressed or implied.

- V. **Limitation of Liability.** IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA, TIME, DATA, GOODWILL, REVENUE, OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE API, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL MOTOROLA'S TOTAL LIABILITY EXCEED THE PRICE OF TWELVE (12) MONTHS OF SERVICE FEES.
- VI. **Order of Precedence.** In the event of inconsistencies between this API Addendum and the Master Agreement, the parties agree that this API Addendum prevails, only with respect to the specific subject matter of the API Addendum

Motorola Solutions, Inc.

Customer: [_____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 10, 2025
FROM: Steven Jones- EMS Officer, Fire Department
SUBJECT: Master Joint Powers Agreement for the provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho.

DECISION POINT: Should the City Council approve the proposed agreement between Kootenai County Emergency Medical Services System and the City of Coeur d'Alene?

HISTORY: Since March 28, 2023, the City of Coeur d'Alene has been a party to the Master Joint Powers Agreement (JPA) with Kootenai County Emergency Medical Services System to provide emergency and non-emergency medical services within Kootenai County.

FINANCIAL ANALYSIS: There is no cost to the City for participation in the JPA.

PERFORMANCE ANALYSIS: KCEMSS is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing joint management, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County by KCEMSS, fire protection districts located within Kootenai County, and by the City of Coeur d'Alene. It is the desire of both Kootenai County and KCEMSS to retain this cooperative fire-based system for the exclusive provision of EMT, Advanced 85, Advanced 2011, Paramedic, emergency and non-emergency medical services, and Critical Care service within the County.

Under the JPA, the City is required to provide KCEMSS with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by KCEMSS. Two of the ambulances must be staffed twenty-four (24) hours a day, seven (7) days a week. One (1) ambulance is to be staffed on a schedule agreed upon between KCEMSS and the City. All personnel for these ambulances will remain employees of the city at all times, and the city is responsible for wages, benefits, and payroll associated fees. Additional ambulances can be staffed by Coeur d'Alene personnel with prior approval of KCEMSS. KCEMSS provides four (4) ambulances for the City to use, with the City maintaining them. These ambulances include heart monitors appropriate for the level of care each unit can provide and in proper working order, subject to budgetary considerations. The ambulances will be stationed at locations within the City's response area that the Fire Chief of the Coeur d'Alene Fire Department and KCEMSS' Chief Officer deem to be reasonable in order to fulfill the City's obligations pursuant to the agreement.

Other parties to the JPA include Northern Lakes Fire Protection District, Kootenai County Fire and Rescue, Timberlake Fire Protection District, Spirit Lake Fire Protection District, Worley Fire

Protection District, Hauser Lake Fire Protection District, Mica-Kidd Island Fire Protection District, and East Side Fire Protection District.

The term of the proposed JPA will expire October 1, 2028, and can be renewed for an additional one year. KCEMSS will receive and retain all user fees it bills and collects from its users for pre-hospital emergency and non-emergency medical services within Kootenai County, including, but not limited to, emergency and non-emergency transports, patient treatment without transport, critical care transports, inter-facility transports and standbys in which KCEMSS equipment is utilized. The city will receive monthly compensation as determined and approved by the Joint Powers Board in the annual budget of KCEMSS. The city can withdraw from the JPA only for certain specified reasons. The JPA contains standard indemnification and insurance provisions.

DECISION POINT/RECOMMENDATION: Council should approve this Master Joint Powers Agreement between Kootenai County Emergency Medical Services System and the City of Coeur d'Alene.

MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY, IDAHO

THIS AGREEMENT is made by and between **Kootenai County**, State of Idaho (hereinafter referred to as "Kootenai County"), the **Kootenai County Emergency Medical Services System** (hereinafter referred to as "KCEMSS"), **Northern Lakes Fire Protection District** (hereinafter referred to as "Northern Lakes"), **Kootenai County Fire and Rescue** (hereinafter referred to as "Kootenai Fire"), the **City of Coeur d'Alene**, State of Idaho (hereinafter referred to as "Coeur d'Alene"), **Timberlake Fire Protection District** (hereinafter referred to as "Timberlake"), **Spirit Lake Fire Protection District** (hereinafter referred to as "Spirit Lake"), **Worley Fire Protection District** (hereinafter referred to as "Worley Fire"), **Mica-Kidd Island Fire Protection District** (hereinafter referred to as "Mica-Kidd Island Fire"), **Hauser Lake Fire Protection District** (hereinafter referred to as "Hauser Fire"), and **East Side Fire Protection District** (hereinafter referred to as "East Side Fire").

RECITALS

A. All of the parties hereto desire to combine and unify pre-hospital emergency medical services, including emergency and non-emergency medical transport services, throughout Kootenai County, and to provide for certainty, consistency and economy in the management and delivery of those services.

B. Title 31, Chapter 39, Idaho Code provides that a county may establish an ambulance service for residents of the county and also enter into cooperative agreements with other governmental entities, private individuals, and corporations, to provide ambulance service for the county, portions thereof, and adjacent counties.

C. The Kootenai County Board of Commissioners, in its capacity as the governing board of the Kootenai County Ambulance District pursuant to Title 31, Chapter 39, Idaho Code, is ultimately responsible for the provision of emergency medical services in Kootenai County. KCEMSS currently holds an ALS-Critical Care EMS transport license issued by the State of Idaho.

D. Idaho Code §§ 67-2326 through 67-2333 provides that public agencies may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership and/or operation agreements. This Agreement is, and shall be construed as, a joint powers agreement enacted pursuant to the authority cited in the above-cited sections of Idaho Code.

E. KCEMSS is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing for joint management, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County by KCEMSS, fire protection districts located within Kootenai County, and by the City of Coeur d'Alene. It is the desire of both Kootenai County and KCEMSS to retain this cooperative fire-based system for the exclusive provision of EMT, Advanced 85, Advanced 2011, Paramedic, emergency and non-emergency medical services, and Critical Care services to the County.

F. The parties to this Agreement other than Kootenai County and KCEMSS mutually desire to assist in providing emergency medical services to the residents of Kootenai County, including ambulance transport services. They shall be collectively referred to hereafter as “Medical Service Providers.”

FOR AND IN CONSIDERATION of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the parties to this Agreement as having been received, the parties mutually promise, covenant and agree as follows:

I. COMMON TERMS

1.1 **Duration:** The duration of this Agreement shall be as provided herein, including both the initial term of this Agreement and all subsequent extensions thereof.

1.1.1 **Initial Term:** The initial term of this Agreement shall be deemed to have commenced retroactive to 12:01 a.m. on October 1, 2024, and shall terminate at 12:01 a.m. on October 1, 2028.

1.1.2 **Renewals and Earned Extensions:** It is further agreed to by the parties hereto that prior to the end of the initial term, and each successive term thereafter, and so long as the material terms of this Agreement have been fulfilled by KCEMSS, KCEMSS shall have the option, at its sole discretion, to renew this Agreement with the Kootenai County Board of Commissioners for an additional term of one (1) year, on the same terms and conditions as set forth herein, except that KCEMSS shall also have the right to negotiate a reasonable tax levy and user fee increase with Kootenai County prior to KCEMSS exercising its option to renew this Agreement. KCEMSS must provide Kootenai County with written notice of its intent to exercise its option to renew no later than sixty (60) days prior to the expiration of the then-current term; provided, that submittal of an annual budget to the Kootenai County Board of Commissioners for the succeeding fiscal year shall be sufficient to satisfy this requirement. Prior to giving notice of its intent to exercise its option to renew this Agreement, KCEMSS shall meet with all of the Medical Service Providers at least thirty (30) days prior to KCEMSS’ public budget hearing who are parties thereto and negotiate the amounts of the monthly payments and other specific conditions required to renew their continued performance under this Agreement for the next term.

1.2 **Organization, Composition and Nature of KCEMSS:** KCEMSS is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing for joint management, finance, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County. The member entities to this agreement shall be composed of Kootenai County, KCEMSS, City of Coeur d’Alene, and each of the fire protection districts which have executed this Agreement. KCEMSS shall be operated by a joint powers board (hereinafter referred to as the “JPB” and described in KCEMSS’ by-laws) and shall be the party hereto which shall be primarily responsible for organizing and

managing the provision of emergency and non-emergency medical services in Kootenai County.

1.3 **Purpose:** Kootenai County, by the terms of this Agreement, hereby authorizes KCEMSS, by itself and with the agreement and assistance of the other Medical Service Providers who are party to this Agreement, to operate and manage Kootenai County's pre-hospital emergency medical services system, including critical care, advanced and basic life support services, and emergency and non-emergency medical transport services.

1.4. **Manner of Financing and Budgeting.**

1.4.1 **User Fees:** Kootenai County hereby authorizes KCEMSS to receive and retain all user fees KCEMSS bills and collects from KCEMSS users for pre-hospital emergency and non-emergency medical services within Kootenai County, including, but not limited to, emergency and non-emergency transports, patient treatment without transport, critical care transports, inter-facility transports and standbys in which KCEMSS equipment is utilized. The parties further agree that KCEMSS staff will make recommendations to the JPB on proposed changes to the user fee schedule, if any, annually and if approved shall forward the recommendation to the Kootenai County Board of Commissioners for their final approval.

1.4.2 **Budget and Levy:** In addition, KCEMSS shall annually submit a budget to the Kootenai County Board of Commissioners and to the Kootenai County Auditor, which shall include the amount of County tax revenues that KCEMSS believes it shall require in order to administer the duties of KCEMSS and the Medical Service Providers pursuant to the terms of this Agreement. KCEMSS shall present the budget to Kootenai County on or before August 10th of each year that this Agreement is in effect. Prior to doing so, KCEMSS shall have first met and conferred with the Medical Service Providers hereto, and the JPB shall have conducted at least one (1) public hearing on the proposed budget. The budget shall include all costs of operation, including those amounts due to the Medical Service Providers hereto, and an estimate of anticipated revenues. Upon approval of KCEMSS' budget by the Kootenai County Board of Commissioners, which shall occur in conjunction with the approval of the County's annual budget, the Board of Commissioners shall then set the amount of the County's emergency medical services levy in an amount sufficient to fund that portion of KCEMSS' budget that is to be funded by County tax revenue. Kootenai County shall collect the taxes due pursuant to said levy and then provide all of those revenues to KCEMSS.

1.4.3 **Waiver of Charges:** The parties further mutually covenant and agree that Kootenai County shall waive all fees, assessments, or other charges for county services related to the operation of KCEMSS, to the extent permitted by law, except as may be provided pursuant to subsequent mutual agreement.

1.4.4 **Compensation:** The monthly compensation to be paid to each Medical Service Provider shall be as determined and approved by the JPB in the annual budget of KCEMSS, unless otherwise outlined for specific services within this agreement. However, the withdrawal of a Medical Service Provider from KCEMSS or the termination of a Medical Service Provider from KCEMSS for cause pursuant to Subsection 1.5 below, shall relieve KCEMSS of any obligation under this section beginning on the effective date of withdrawal or termination.

1.5 **Withdrawal and Termination.**

1.5.1 **Withdrawal Rights:** No party shall withdraw from this Agreement except under one or more of the following circumstances:

- a. the party seeking to withdraw is insolvent;
- b. there has been a judicial determination that it is unlawful for the party to continue to perform under the terms of this Agreement;
- c. payments to a party as set forth in this Agreement are at least ninety (90) days past due; or
- d. a material breach of any other term of this Agreement has occurred.

A party seeking to withdraw from this Agreement shall give KCEMSS and Kootenai County at least ninety (90) days' written notice before such withdrawal shall become effective. A withdrawal for reasons (c) or (d) above shall be null and void, and have no force or effect, if the condition(s) giving rise to the withdrawal are cured to the reasonable satisfaction of the party seeking to withdraw, by KCEMSS and/or Kootenai County within ninety (90) days after the date on which notice of withdrawal is received by KCEMSS or Kootenai County, whichever is later.

The withdrawal of any one party from this Agreement pursuant to this subsection shall not constitute a termination of the entire Agreement, and KCEMSS and remaining Medical Service Providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

1.5.2 **Termination.**

- a. For Cause. This Agreement may be terminated for cause with respect to any party found by KCEMSS or Kootenai County to be in default of this Agreement with ninety (90) days' written notice to the defaulting party specifying the reasons for the default; provided, however, that such termination shall be null and void, and have no force or effect, if the default is cured to the reasonable satisfaction of KCEMSS and/or Kootenai County within ninety (90) days after the date on which notice of withdrawal is received by the defaulting party. "Default," for purposes of this subsection, shall mean any violation or breach of any covenant, agreement, term or condition of this Agreement, or the failure

to keep or perform any covenant, agreement, term or condition of this Agreement.

- b. For Non-Appropriation of Funds. The obligations of the parties set forth in this Agreement with respect to any expenditure of funds, or any assumption of indebtedness or liability, are subject to appropriation by each party's governing board to satisfy such obligations. Each party's obligations under this Agreement during subsequent fiscal years are dependent upon the same action. If any party to this Agreement does not make such necessary appropriation for any fiscal year for reason of financial hardship, this Agreement shall terminate as to that party effective at the end of the then-current fiscal year, and the terminating party will not be obligated to make any payments under this Agreement beyond the amounts previously appropriated.

The terminating party shall provide written notice of non-appropriation of funds within thirty (30) calendar days after such action is completed by that party's governing board. However, the failure to timely provide such notice shall not extend the term of this Agreement as to the terminating party into a fiscal year in which sufficient funds have not been appropriated.

- c. Effect of Termination of Party for Cause. The termination of any party for cause or for non-appropriation of funds pursuant to this subsection shall not constitute a termination of the entire Agreement, and KCEMSS and remaining Medical Service Providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

1.6 **Best Efforts:** All of the parties hereto further mutually covenant and agree to deal with each other, at all times, in good faith, particularly with respect to Kootenai County's review of KCEMSS' performance levels and standards, and the County's approval of KCEMSS' user fee schedule and annual budget. The parties agree to do all things, to the extent reasonably practicable, to settle disputes amicably and quickly, and to forge a mutually beneficial and long lasting working relationship.

1.7 **EMS Standards:** It is further agreed by all of the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau (hereinafter referred to as the "EMS Bureau"), as set forth in the Rules for EMS Personnel, IDAPA 22.01.06, the Rules Governing Emergency Medical Services, IDAPA 16.02.03, and Standards Manuals as developed and published by the EMS Bureau, as well as the Kootenai County EMS Ordinance, Title 2, Chapter 3, Kootenai County Code, all policies and protocols of KCEMSS and all ordinances and administrative rules developed and enacted by federal, state, or local government.

1.8 **Stationing of Vehicles:** Notwithstanding any other provision of this Agreement, each Medical Service Provider shall ensure that all ambulances used in the provision of EMS services pursuant to this Agreement are stationed within KCEMSS' service area and are staffed at all times as prescribed in this Agreement. Ambulances shall be used for the

provision of emergency service and regular service provider departmental duties only. The Kootenai County Ambulance Deployment Plan must also be reviewed and agreed upon annually by KCEMSS and the transport agencies.

1.9 **Data Monitoring and Reporting:** KCEMSS will regularly monitor both chute and response times (as defined below) and report those on a monthly basis. KCEMSS and partner agencies will establish a standard that is based on data and EMS standards, and is mutually agreeable. KCEMSS and Medical Service Providers will establish a standard for both chute and response times which takes into account the likelihood that slight variations in response times for each department may occur as a result of variations in geography or areas of coverage.

- Chute Times – The time from notification of the department of a pending call until the first EMS unit (ambulance or engine) is en route on all emergency and non-emergency calls.
- Response Times – The time from which the first responding unit goes en route to an incident until it arrives on scene.
- On Scene Time – The time from when the first unit arrives on scene until the call is terminated or transport is initiated.
- Turn Around Time – The time from when a unit arrives at the transport destination until it becomes available.

1.10 **Indemnification.**

1.10.1 Each of the Medical Service Providers hereto mutually covenants and agrees that it shall indemnify, defend and hold harmless KCEMSS and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the Medical Service Providers' agents, employees or representatives under this Agreement to the extent allowed by law.

1.10.2 KCEMSS agrees to indemnify, defend and hold harmless the Medical Service Providers and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of KCEMSS and its agents, employees or representatives, excluding Kootenai County and the Medical Service Providers who are party hereto, and including KCEMSS' Medical Director(s), under this Agreement to the extent allowed by law.

1.10.3 Kootenai County agrees to indemnify, defend and hold all of the other parties to this Agreement harmless from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Kootenai County,

its agents, employees or representatives under this Agreement to the extent allowed by law.

1.11 **Insurance:** Notwithstanding the provisions of Section 1.10 above:

1.11.1 KCEMSS agrees to maintain liability and collision insurance on the vehicles which it owns, including the ones that it is allowing various Medical Service Providers hereto to use, as stated in more detail later in this Agreement.

1.11.2 Except as provided in Paragraph 1.11.1 above, each of the parties hereto shall maintain a comprehensive general liability insurance policy, or equivalent self-insurance, at all times during the term of this Agreement, including coverage against any and all suits, claims, losses, actions, damages or liability for injury to persons or damage to property arising out of or in connection with the said party's acts. Said insurance policies shall have a limit of at least five hundred thousand dollars (\$500,000.00) with respect to claims brought pursuant to the Idaho Tort Claims Act, Title 6, Chapter 9, Idaho Code, and at least two million dollars (\$2,000,000.00) for all other claims.

1.11.3 Each Medical Service Provider hereto shall provide KCEMSS and Kootenai County with proof of insurance consistent with the above provisions on or before the 15th of September annually. In addition, each Medical Service Provider that houses or drives a KCEMSS-owned vehicle must provide KCEMSS with a current copy of its vehicle accident policy and/or procedure no later than September 15th annually. Additionally, each Medical Service Provider that allows observer or student ride-alongs must provide a copy of their ride-along policy and release forms to KCEMSS no later than September 15th annually. Failure to provide any of the documentation required herein will result in a suspension of regular payments for the Medical Service Provider until such documentation is provided.

1.12 **Annual Report:** KCEMSS shall provide the JPB with a written Annual Report concerning the status of KCEMSS' operation annually each year. The report will include, at a minimum, a certified copy of KCEMSS' audited financial statement for the previous fiscal year, as well as key performance data. The Chief Officer for KCEMSS shall present the report to the JPB. The annual report should be completed no later than March 1st of every year. The report will be available to all member agencies.

II. ADDITIONAL RESPONSIBILITIES OF KOOTENAI COUNTY

2.1 **EMS Levy:** Kootenai County shall assess and collect the county EMS tax levy and pay all amounts collected to KCEMSS periodically as the tax revenues are received by Kootenai County, with the two major annual payments occurring in January and July of each year that this Agreement is in effect. The County shall also promptly pay all monies to KCEMSS that it receives from the State of Idaho or Federal Government in the form of a fee or subsidy for County EMS providers.

- 2.2 **Financial Advice:** The JPB shall stay apprised of KCEMSS' financial situation and consult with the Kootenai County Board of Commissioners. KCEMSS may also employ, retain, or consult with other qualified financial managers. Nothing in this provision shall prevent KCEMSS from employing or retaining financial counsel of its choice.
- 2.3 **Legal Counsel:** The Kootenai County Prosecuting Attorney may make one or more attorneys available to KCEMSS from time to time in order to provide legal advice to KCEMSS, and to consult with the JPB concerning the same, to the extent that the provision of such advice does not give rise to a conflict of interest between KCEMSS and Kootenai County, or to the extent that any such conflict is waived by the County and KCEMSS. Nothing in this provision shall prevent KCEMSS from employing or retaining legal counsel of its choice.

III. ADDITIONAL RESPONSIBILITIES OF KCEMSS

- 3.1 **Joint Powers Board:** KCEMSS shall be governed by the JPB, whose members shall be selected in accordance with the terms set forth in KCEMSS' bylaws. The JPB shall meet on a regular basis as provided in KCEMSS' bylaws. The JPB shall be responsible for setting the annual user fee schedule and the annual budget, and for submitting each of these to the Kootenai County Board of Commissioners for final approval. The JPB shall be primarily responsible for administering this Agreement.
- 3.2 **Chief Officer:** KCEMSS shall have a Chief Officer. The Chief Officer shall be responsible for overseeing the services provided by the Medical Service Providers within the scope of the State License and the needs of KCEMSS.
- 3.3 **Medical Director:** KCEMSS shall contract with one or more qualified physicians, or group of physicians, to act as KCEMSS' Medical Director. KCEMSS shall work with the Medical Director to develop and implement a satisfactory medical supervision plan for the provision of medical services in Kootenai County. KCEMSS will provide training materials related to medical protocols to each Medical Service Provider.
- 3.4 **Billing:** KCEMSS will provide an efficient method by which the charges for the services of the Medical Service Providers hereto can be billed, collected, and distributed. To this end, KCEMSS is hereby authorized to contract for billing and collection services.
- 3.5 **Payments to Providers:** KCEMSS shall have the responsibility to pay the Medical Service Providers for their services as determined and approved in the annual budget of KCEMSS.
- 3.6 **Vehicles.**
- 3.6.1 **Procurement.** All ambulances purchased by KCEMSS shall comply with one of the following current standards:
- a. Commission on Accreditation of Ambulance Services (CAAS) Ground Vehicle Standard (GVS); or

- b. National Fire Protection Agency (NFPA) 1917 Standard for Automotive Ambulances.

Any need for a deviation from the standards shall be documented and shared with the member agencies.

3.6.2 **Assignment.** KCEMSS shall assign ambulances to agencies per the “Specific Terms” for each respective transport agency. KCEMSS will provide fuel cards and vehicle maintenance on all KCEMSS-owned vehicles with exceptions listed under Section IV of this Agreement, entitled “General Requirements of all Medical Service Providers.”

3.7 **Disposable Supplies:** KCEMSS will provide disposable medical supplies to the member agencies for KCEMSS owned ambulances and state licensed QRU response vehicles owned by transport agencies. This will be done through an electronic system selected by KCEMSS. Quantities and orders will be based on actual usage data and pre-determined PAR levels. This will be different for every member agency.

3.8 **Other Equipment and Supplies:** KCEMSS will provide other equipment and supplies as are reasonably necessary to stock the ambulances owned by KCEMSS according to the then-current equipment standards promulgated by the Idaho EMS Bureau.

3.9 **Critical Care Transport Program:** KCEMSS agrees to the following terms with Kootenai Fire on the established Critical Care Transport Program:

- a. KCEMSS will continue to provide the screening and billing for all CCT calls.
- b. KCEMSS agrees to pay Kootenai Fire in the amount of one hundred and thirty thousand dollars (\$130,000.00) per year to provide CCT Coverage.
- c. KCEMSS further agrees to pay Kootenai Fire 75% of all patient fees collected on CCT transports, minus the \$130,000 annual fee. Once 375 CCT calls have been reached in a given year, Kootenai Fire will be paid 50% of all fees collected on CCT Transports above the initial 375 CCT calls. Due to the time it takes to collect all funds, KCEMSS will pay Kootenai Fire the percentage agreed upon on all collected funds to date by August 31st of the following year, and will settle in full once all collections are in.
- d. KCEMSS will pay Kootenai Fire for documented (receipt provided) CCT training in an amount not to exceed three thousand dollars (\$3,000.00) per year. Additional training which would exceed this amount shall be as negotiated between KCFR and KCEMSS.
- e. KCEMSS will provide a medical director to assist Kootenai Fire in the QA/QI process of the CCT program.

- f. KCEMSS will supply all supplies and equipment (excluding vehicles) for the CCT program to function.
- g. KCEMSS will actively advertise the CCT program in conjunction with Kootenai Fire and will otherwise make its best efforts to increase call volume.

IV. GENERAL REQUIREMENTS OF ALL MEDICAL SERVICE PROVIDERS

- 4.1 **Credentials/Licensing:** Medical Service Providers will ensure that all crew members are trained, licensed and credentialed (per Idaho EMS Regulations) at the level of care they are providing. Medical Service Providers will ensure that none of their crew members are listed on the OIG Exclusion database. It is the responsibility of the Medical Service Provider to check the exclusion database on all their providers on a regular basis. Crew members whose license has expired, or credentialing is not signed and submitted to KCEMSS shall be immediately pulled from service in the field until the license is renewed. If a Medical Service Provider allows a provider to provide care while their license is expired, or while listed on the Exclusion Database, said Medical Service Provider will provide KCEMSS reimbursement (at the appropriate reimbursable rate) for all revenue lost as a result. Medical Service Providers shall communicate with KCEMSS regarding medical performance issues whenever they arise.
- 4.2 **Patient Care Report (PCR) Writing:** Utilize the software program provided by KCEMSS for report writing and billing purposes (hereinafter referred to as “the Software”) in accordance with the following requirements:
 - a. Every medical response must have a completed patient care report created within the Software. Medical responses are defined as “any response that a licensed EMS unit is dispatched to and goes en route.” The severity of the illness or injury can and will not dictate or influence the Medical Service Provider’s decision to complete a patient care report. All Medical Service Providers must be trained on the proper use of the software. All Medical Service Providers must follow KCEMSS’ documentation policy.
 - b. Once established, each Medical Service Provider will devise a system to ensure that all medical call reports are completed as outlined in KCEMSS’ documentation policy and accounted for daily. Failure to create a *complete* patient care report for any call will result in a funding penalty to the Medical Service Provider to the level of allowable reimbursement per KCEMSS’ billing contract(s). Repeated failure to obtain corresponding documentation (such as, but not limited to: ABNs, PCSs and other related forms) will result in a funding penalty to the Medical Service Provider in the amount of loss that the lack of documentation created. “Repeated failure” means that written documentation from KCEMSS to the Medical Service Provider exists that specifically outlines a lack of compliance with this policy on more than one occasion.
 - c. All medical personnel must be sufficiently trained to write a complete patient care report within the Software. KCEMSS, in partnership with each Medical Service

Provider, shall provide adequate training on how to properly complete a patient care report, including rules and regulations on signatures.

- d. All Medical Service Providers must maintain a policy for ensuring the accuracy and completion of all documentation and forms. These policies must be submitted to KCEMSS with updates when these policies are reviewed and updated.
 - e. KCEMSS must be advised of any personnel changes as they relate to EMS Licensed personnel. This notification must take place within 1 hour of any individual who needs to have their access rights to the EMS system terminated.
 - f. All patient care documentation that is not part of KCEMSS' reporting software should be placed in KCEMSS' designated drop off location.
 - g. Patient refusal documentation should follow KCEMSS' documentation policy.
- 4.3 **Protocols:** Provide emergency medical care in accordance with the protocols which have been established and/or revised by KCEMSS in consultation with the Medical Director(s).
- 4.4 **Medical Equipment:** Assume responsibility for proper care and daily maintenance checks, per KCEMSS' policies and procedures, on all KCEMSS-owned medical equipment. Faulty or missing medical equipment shall be reported to KCEMSS immediately. Medical Service Providers shall deliver and pick up medical equipment to/from the facility designated by KCEMSS for scheduled maintenance unless other arrangements are approved.
- 4.5 **Damage or loss of non-disposable equipment provided by KCEMSS:** If, during the course of reasonable EMS response, non-disposable medical equipment is damaged, destroyed, or lost, the Medical Service Provider will report, in a timely fashion, said damage or loss and reason for such damage to the EMS Duty Chief of KCEMSS. Failure to do so, or if the damage/loss occurred for any reason not in the provision of regular EMS service, the Medical Service Provider shall be responsible for reimbursement of costs to repair or replace said equipment to KCEMSS.
- 4.6 **Medical Supplies:** Assume responsibility for proper storage and accountability of medical supplies and equipment purchased by KCEMSS. Medical supplies and equipment purchased by KCEMSS shall *only* be used for patient care and/or medical training.
- 4.7 **Training:** Provide training for their personnel in accordance with the licensure requirements of the Federal Government, State of Idaho and KCEMSS. KCEMSS shall be granted access to training compliance upon request. At a minimum each person credentialed by KCEMSS should receive documented, initial and ongoing training within certification cycle by the Medical Service Provider on the following subjects:
- a. Emergency vehicle operations;
 - b. HIPAA;

- c. Documentation which complies with Federal, State and KCEMSS documentation and billing requirements;
- d. Optional Modules based on certification level;
- e. CPR; and
- f. Other education deemed necessary by KCEMSS for development and/or training.

4.8 Maintenance, Repair, and Fuel Expenses:

- a. KCEMSS-Owned Vehicles. It shall be the responsibility of all Medical Service Providers to ensure that all KCEMSS-owned vehicles are properly cared for and maintained. Once established, each medical service provider with transport units shall follow KCEMSS' Ambulance use and care policy and KCEMSS' vehicle and equipment inspection policies. These policies will be provided to each Medical Service Provider annually or whenever a change is made to said policy.

All Medical Service Providers shall promptly report any and all necessary repairs or maintenance issues to KCEMSS per KCEMSS Policies. KCEMSS shall pay for maintenance and fuel expenses for all KCEMSS-owned vehicles; provided, however, that any cost or expense incurred by KCEMSS as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs or maintenance that is incurred due to actions not in the provision of regular EMS duties or response, shall be reimbursed to KCEMSS by the Medical Service Provider. Fuel cards issued by KCEMSS shall be used to fuel KCEMSS-owned vehicles only. All KCEMSS-owned vehicles shall be subject to inspection by KCEMSS personnel.

- b. Vehicles Owned by Medical Service Providers. Medical Service Providers which own and operate their own medical response vehicles shall provide and pay for collision and liability insurance on all vehicles listed on the KCEMSS State EMS License. Medical Service Providers will be responsible for all maintenance, repair, and fuel expenses for such vehicles. Any cost or expense incurred by KCEMSS as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs, maintenance, or the temporary use of a KCEMSS-owned vehicle, shall be reimbursed to KCEMSS by the medical service provider.

4.9 Vehicle Accident Procedure: Comply with the following procedure in the event of an accident involving a KCEMSS-owned vehicle:

- a. Contact dispatch immediately and request appropriate services, i.e. police, fire, and a backup vehicle if needed. Take the unit out of service immediately.
- b. Contact all occupants of vehicles involved in the collision and check for injuries.
- c. Render care to those who are injured if possible or needed until help arrives.
- d. Have a non-involved Medical Service Provider respond to evaluate the occupants of other vehicles.

- e. Ensure that a patient refusal form is completed on each occupant of any vehicle involved in the accident regardless of injuries.
 - f. Move the vehicle if requested by Law Enforcement to do so and movement of the vehicle is possible.
 - g. Collect information regarding witnesses, other drivers, involved parties and those injured.
 - h. Contact KCEMSS' on-call EMS Duty Chief immediately if a private vehicle has been damaged, an injury has occurred, or if it is questionable as to whether the ambulance can stay in service.
 - i. All attendants in KCEMSS-owned vehicle must complete a written report to be submitted to KCEMSS administrative office within 24 hours of the incident.
- 4.10 **Infection Control:** Comply with KCEMSS' Infection Control plan.
- 4.11 **Critical Care Transports:** Agencies which perform Critical Care Transports shall provide one Paramedic in the patient compartment with the Nurse or CCT Paramedic during the patient transport. Ambulances must be at the designated rendezvous location with the CCT nurse/paramedic within twenty (20) minutes of notification of the response.
- 4.12 **Long Distance Transports:** Long distance transports will be performed in accordance with KCEMSS' Long Distance Transport Policy.
- 4.13 **Quality Improvement/Quality Assurance Plan:** Each Medical Service Provider will develop and adhere to their own Quality Assurance/Quality Improvement (QA/QI) Plan. Each Medical Service Provider plan will be submitted to KCEMSS and approved by the Medical Director(s). Each ALS Medical Service Provider shall provide quarterly QA/QI reports to the Medical Director. KCEMSS will provide QA/QI access rights to designated personnel within each agency to perform auditing and oversight functions. The KCEMSS Chief Officer will authorize report writing licenses in the Insights software on a case-by-case basis due to the associated annual cost.
- 4.14 **HIPAA:** All Medical Service Providers shall comply with HIPAA regulations and implement appropriate safeguards to prevent unauthorized use or disclosure of protected health information (PHI) it receives or creates on behalf of KCEMSS.
- a. Medical Service Providers shall have written HIPAA policies that cover all Federal and State privacy and security requirements.
 - b. Medical Service Providers shall make available to the U.S. Department of Health and Human Services (HHS) its internal practices, books, and records relating to the use and disclosure of PHI created or received by the Medical Service Provider on behalf of KCEMSS when requested.

- c. Any subcontractor a Medical Service Provider may engage on its behalf that will have access to PHI shall agree to the same restrictions and conditions that apply to the agency.
- d. Medical Service Providers shall report to KCEMSS any use or disclosure of PHI not provided for by this agreement of which it becomes aware, including breaches of unsecured PHI within 24 hours of discovery.
- e. Medical Service Providers, in coordination with KCEMSS, shall be responsible for following HIPAA breach notification regulations and for sending out breach notifications to individuals, the HHS Office for Civil Rights (OCR) and potentially the media. Medical Service Providers will be responsible for all costs associated with breach notification and potential fines caused by their agency.
- f. Patient Care Reports (PCRs) shall be created electronically within the encrypted software system supplied by KCEMSS and synced with the database as soon as possible but no later than the end of shift.
- g. Paper PHI received or created shall be safeguarded and delivered to the appropriate location as follows: sending facilities' patient history information provided to a crew for transport to another medical facility shall be transferred to the receiving medical facility with one exception: Physician Certification Statements (PCSs) shall be delivered to KCEMSS at their designated drop off location identified. If the sending facility provides paper PHI but the receiving location is not a medical facility (i.e. home), all paper PHI will be delivered to KCEMSS' designated drop off location. If the receiving facility declines to receive paper PHI, it must all be turned over to KCEMSS' designated drop off location.
- h. PHI shall not be copied, printed, photographed or downloaded to personal or agency systems. Redacted PHI may be used for internal training purposes only and shall be shredded or deleted when completed.
- i. PHI shall not be saved on KCEMSS tablets outside the encrypted protection of the software system supplied by KCEMSS.
- j. Personnel who create or access PHI shall receive documented HIPAA training upon employment with adequate refresher courses.
- k. Upon personnel termination of employment, the Medical Service Provider shall notify KCEMSS within one hour of termination so access to PHI can be removed. For personnel that have been move to a position that no longer needs PHI access, or will be submitting their resignation or retiring, the Medical Service Provider shall contact KCEMSS within 24 hours after receiving notice.
- l. A Notice of Privacy Practices statement shall be given to all patients by Medical Service Provider crew members.

- m. All requests for PHI and requests for accounting of PHI shall be directed to KCEMSS' administrative office.
 - n. All requests received from patients for an amendment to their protected health information shall be forwarded to KCEMSS' administration office. KCEMSS shall work with the Medical Service Provider on findings and determination of request.
 - o. Medical Service Providers and their personnel shall not use or further disclose PHI other than as permitted by this Agreement or as required by law.
- 4.15 **Dedicated Standbys:** Medical Service Providers who provide dedicated standbys for events that include the use of a KCEMSS ambulance shall coordinate billing and collections for such services with KCEMSS staff.
- 4.16 Failure to comply with these general requirements by any Medical Service Provider shall entitle KCEMSS to withhold any monies payable to the provider under paragraph 1.4.4 above until the provider complies with such provision(s) and may also be deemed a material breach of this Agreement providing justification for termination of that Medical Service Provider for cause.

V. SPECIFIC TERMS REGARDING NORTHERN LAKES FIRE

- 5.1 **Staffing:** Northern Lakes Fire shall provide KCEMSS with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location served by KCEMSS. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of Northern Lakes Fire at all times, and Northern Lakes Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Northern Lakes Fire personnel with prior approval of KCEMSS.
- 5.2 **Vehicles:** KCEMSS will provide three (3) ambulances for Northern Lakes Fire to use. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances shall be stationed at locations within the fire district that Northern Lakes Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Northern Lakes Fire's obligations pursuant to this Agreement.

VI. SPECIFIC TERMS REGARDING KOOTENAI FIRE

- 6.1 **Ambulance Staffing:** Kootenai Fire shall provide KCEMSS with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location served by KCEMSS. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of Kootenai Fire at all times, and Kootenai Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Kootenai Fire personnel with prior approval of KCEMSS.

- 6.2 **Vehicles:** KCEMSS shall provide Kootenai Fire with the use of three (3) ambulances which shall be fully equipped by KCEMSS. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances shall be stationed at locations within the fire district that Kootenai Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Kootenai Fire's obligations pursuant to this Agreement.
- 6.3 **Critical Care Transport Staffing:** Kootenai Fire agrees to provide critical care level coverage to KCEMSS' response area under the following terms:
- a. Kootenai Fire shall provide a licensed and certified provider that meets State of Idaho and Federal requirements to provide CCT level of care 24 hours a day, 7 days a week.
 - b. Kootenai Fire will respond to requests for CCT services from dispatch and be enroute to the rendezvous point or location of transport within 15 minutes, unless otherwise approved by the KCEMSS Duty Chief.
 - c. All CCT EHR reports will be completed by 0800 the day after the call has been completed.
 - d. Specific standards for reporting will be followed. These standards will be outlined and placed in writing. Any changes will be discussed with Kootenai Fire's EMS Division Chief (or designee) prior to taking place.
 - e. Kootenai Fire agrees to respond to all CCT requests within the normal KCEMSS CCT response area. Any request for CCT services outside of this response area will be discussed with the KCFR EMS Division Chief before the call is accepted by KCEMSS.
 - f. Kootenai Fire responders will follow all KCEMSS policies when functioning as a CCT Provider.

VII. SPECIFIC TERMS REGARDING COEUR D'ALENE

- 7.1 **Staffing:** Coeur d'Alene shall provide KCEMSS with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by KCEMSS. Two of the above-mentioned ambulances shall be staffed twenty-four (24) hours a day seven (7) days a week. One (1) ambulance shall be staffed on a schedule agreed upon between KCEMSS and Coeur d'Alene. Said personnel shall remain the employees of Coeur d'Alene at all times, and Coeur d'Alene shall be responsible for payment of wages, benefits, and payroll associated fees. Additional ambulances can be staffed by Coeur d'Alene personnel with prior approval of KCEMSS.
- 7.2 **Vehicles:** KCEMSS shall provide four (4) ambulances for Coeur d'Alene to use. This is to include heart monitors, appropriate for the level of care each unit can provide and in proper working order, subject to budgetary considerations. These ambulances shall be stationed at locations within Coeur d'Alene's response area that the Chief Officer of the Coeur

d'Alene fire department and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Coeur d'Alene's obligation pursuant to this agreement.

VIII. SPECIFIC TERMS REGARDING TIMBERLAKE FIRE

- 8.1 **Staffing:** Timberlake Fire shall provide KCEMSS with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by KCEMSS on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of Timberlake Fire at all times, and Timberlake Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Timberlake Fire personnel with prior approval of KCEMSS.
- 8.2 **Vehicles:** KCEMSS shall provide Timberlake Fire with the use of two (2) ambulances, which shall be fully equipped by KCEMSS. The ambulances shall be stationed at locations within the fire district that Timberlake Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Timberlake Fire's obligations pursuant to this Agreement.

IX. SPECIFIC TERMS REGARDING SPIRIT LAKE FIRE

- 9.1 **Staffing:** Spirit Lake Fire shall provide KCEMSS with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by KCEMSS on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of Spirit Lake Fire at all times, and Spirit Lake Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Spirit Lake Fire personnel with prior approval of KCEMSS.
- 9.2 **Vehicles:** KCEMSS shall provide Spirit Lake Fire with the use of two (2) ambulances, which shall be fully equipped by KCEMSS. The ambulances shall be stationed at locations within the fire district that Spirit Lake Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Spirit Lake Fire's obligations pursuant to this Agreement.

X. SPECIFIC TERMS REGARDING WORLEY FIRE

- 10.1 **Staffing:** Worley Fire shall provide KCEMSS with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by KCEMSS on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of Worley Fire at all times, and Worley Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Worley Fire personnel with prior approval of KCEMSS.
- 10.2 **Vehicles:** KCEMSS shall provide Worley Fire with the use of one (1) ambulance, which shall be fully equipped by KCEMSS. The ambulance shall be stationed at a location within

the fire district that Worley Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Worley Fire's obligations pursuant to this Agreement.

XI. SPECIFIC TERMS REGARDING EAST SIDE FIRE

- 11.1 **Staffing:** East Side Fire will provide KCEMSS with sufficient personnel to staff one EMT level ambulance, which shall be available to respond to any location served by KCEMSS. This ambulance will also be available to respond in East Side Fire's QRU response area that lies within Harrison Ambulance's response area as a QRU and may transport when Harrison Ambulance is not available.
- 11.2 **Vehicles:** KCEMSS will provide one (1) ambulance for the district's use. This ambulance will include all appropriate equipment to meet state licensing requirements. This ambulance shall be stationed at a location within the fire district that East Side Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill East Side Fire's obligations pursuant to this agreement. This ambulance's response area will be determined by the Chief Officer of East Side Fire and the Chief Officer of KCEMSS.

XII. SPECIFIC TERMS REGARDING ALL NON-TRANSPORT QUICK RESPONSE AGENCIES

- 12.1 **All Other Medical Services Providers:** All other Medical Service Providers who are party to this Agreement agree to provide medical first responder services to the geographical areas in which they are located, and to provide mutual aid when they have available resources to do so. They agree to provide at least a first response level of medical services to their areas to the best of their ability. All of these Medical Service Providers agree to provide and be financially responsible for their own personnel, and to provide for their own liability, collision and property insurance.
- 12.2 **Compensation – Additional Terms:** KCEMSS shall pay the budgeted monthly or bi-annual payment obligations to these providers on or before the last day of each month that this Agreement is in effect in accordance with the provisions of Section 1.4.4 above; provided, however, that KCEMSS shall have the flexibility to pay these other Medical Service Providers their annual payments from a combination of monthly payments and/or other lump sum installment payments from tax levy installments KCEMSS receives from Kootenai County from time to time.

XIII. GENERAL PROVISIONS

- 13.1 **Binding Agreement:** This Agreement shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Agreement to be effective, it must be in writing and signed by the parties hereto. This Agreement contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions except as stated herein, whether oral or written. This Agreement is the final Agreement of the parties and supersedes all prior agreements, understandings,

representations, warranties, and conditions between the parties relating to its subject matter. This Agreement supersedes and replaces all previously executed agreements between the parties hereto concerning the subject matter set forth herein.

- 13.2 **Agreements with Other Medical Service Providers:** Pursuant to Sections 2-3-4 and 2-3-12, Kootenai County Code, KCEMSS and Kootenai County may enter into agreements with Medical Service Providers other than those which are parties to this Agreement in order to provide for EMS services to those portions of the KCEMSS service area other than those which are served by the parties to this Agreement and/or to provide mutual aid to KCEMSS or any Medical Service Provider operating within Kootenai County. Such agreements may be with public or private entities, and may incorporate any of the terms and conditions contained herein, and any other terms and conditions as the parties may deem appropriate. Such agreements shall not authorize a Medical Service Provider to directly compete with any party to this Agreement for the provision of EMS services.
- 13.3 **Invalidity; Severability:** If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Agreement is illegal or unenforceable as a matter of law, this Agreement shall be deemed to be null and void from its inception, and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Kootenai County should fail to fund KCEMSS as set forth above, KCEMSS and the Medical Service Providers hereto shall be relieved of any further performance under the terms of this Agreement.
- 13.4 **Comprehension:** The parties hereto further mutually covenant, agree and represent, that the terms of this Agreement have been completely read by them and that the terms of this Agreement are fully understood, binding and voluntarily accepted by them.
- 13.5 **Legal Counsel:** The parties hereto further covenant and agree that this Agreement, in an effort to save on expenses and attorney fees, has been prepared or reviewed by an attorney who provides legal advice to Kootenai County as well as to KCEMSS. All of the parties hereto agree that in order to avoid a conflict of interest, if any party hereto determines it to be advisable, they shall have the right to have this Agreement reviewed with an attorney of their own choosing prior to their execution of this Agreement. The signatures of the parties to this Agreement acknowledge their understanding of this provision, their waiver of any conflict of interest, and that they either did have legal counsel review this Agreement, or knowingly, freely and voluntarily waived their right to do so.
- 13.6 **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.
- 13.7 **Attorney Fees:** Reasonable attorney fees shall be awarded to the prevailing party or parties in any action concerning an alleged breach of this Agreement, or in any action to enforce

this Agreement or to declare forfeiture or termination thereof, as determined by the court in accordance with the applicable provisions of the Idaho Rules of Civil Procedure.

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of County Commissioners of Kootenai County, Idaho.

Chairperson

Deputy Clerk

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Kootenai County Emergency Medical Services System Joint Powers Board.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Northern Lakes Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for Kootenai County Fire and Rescue.

President

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the City Council of the City of Coeur d'Alene.

Mayor

City Clerk

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Timberlake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Spirit Lake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Worley Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Hauser Lake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Mica-Kidd Island Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the East Side Fire Protection District.

Chairperson

Secretary

**CITY COUNCIL
STAFF REPORT**

DATE: MARCH 10, 2025
FROM: TODD FEUSIER – STREETS & ENGINEERING DEPT. DIRECTOR
SUBJECT: ADVANCE NOTIFICATION POLICY

DECISION POINT: Should Council approve the Advance Notification Policy?

HISTORY: Each year the City of Coeur d'Alene Streets & Engineering Department issues encroachment permits to contractors to perform construction work within the City rights-of-way, often impacting the traveling public. This proposed policy addresses the issues that are involved with road and lane closures that cause travel delays, and requires contractors to provide ample notice to the public of upcoming lane or street closures.

FINANCIAL ANALYSIS: This policy does not create an additional financial burden on the City because the contractor is responsible for all costs associated with the advance notice. The Streets & Engineering Department has been providing advance notification for public works projects when traffic impacts are expected.

PERFORMANCE ANALYSIS: Approval of this policy will reduce traffic congestion and community frustration during street and lane closures by providing advance notification so the public can allow for additional travel time or modify their travel routes to avoid construction.

DECISION POINT/RECOMMENDATION: City Council should approve the Advance Notification Policy.



City of Coeur d'Alene

Street/Lane Closure Advance Notification

Policy and Procedures

Introduction

Each year the City of Coeur d'Alene Streets & Engineering Department issues encroachment permits to contractors to perform construction work within the City rights-of-way, often impacting the traveling public. This policy and procedures document discusses the issues that are involved with road and lane closures that cause travel delays, and identifies the requirements for contractors to provide ample notice to the public of upcoming lane or street closures.

Policy Objective

It is the objective of this policy to reduce traffic congestion and community frustration during street and lane closures by requiring advance notification to the public so they can allow for additional travel time and/or modify their travel route to avoid construction. This policy establishes the requirements for contractors to notify the public based on the anticipated level of impact, duration, and location of the project.

Need

Traffic disruptions from construction work within the City rights-of-way not only creates public frustration but also impacts local businesses. This policy and procedure document is necessary to assure that the public is informed of possible traffic delays and thereby improve efficiency in the local street network during street and/or lane closures.

Critical Notification Areas

Specific streets and areas of the City are critical for advance notification. In general, the following streets and areas will require advance notification.

Arterial Streets

Collector Streets

Downtown

Major Entrances to Subdivisions

Near Schools



Advance notification requirements for all other streets and locations will be determined by the Streets & Engineering Department on a case-by-case basis.

Requirements of Advance Notification

Advance notification shall be provided for street and lane closures, as outlined in this policy, three business days prior to the closure. An approved encroachment permit must be obtained from the Streets & Engineering Department prior to any closures. Notification to the traveling public may be in the form of electronic message boards or standard construction signage meeting the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), most recent edition. Signage must be placed on all directions of travel likely to be impacted by the street or lane closure. Detours must be as direct as feasible, with clear signage to avoid confusion. All detour signs must state the name of the street closed. Side street closures must state "Side Street" or the street's name on the closure signs. Those who fail to obtain an encroachment permit and/or abide by these policies and procedures will be in violation of City of Coeur d'Alene Municipal Code § 12.44.020 and will receive a stop work order, and be subject to all applicable civil penalties and fines. Furthermore, it shall be the responsibility of the encroachment permit applicant to make direct contact with all property owners, residents, and/or business owners who will be impacted by the proposed work.

Maintenance of Advance Signage

Throughout the duration of the street or lane closure, the contractor must ensure that all appropriate signage is in place and meeting the intent of this policy. Some adjustments to signage may be needed depending on the impacts to the traveling public and local business, as directed by the Streets & Engineering Department. Contact information for the project's Traffic Control Manager (TCM) must be provided to the Streets & Engineering Department with the encroachment permit. The TCM must be available at all times to make adjustments deemed necessary by the City. Signage must not block pedestrian or bicycle travel unless approved detours are provided. The contractor is responsible for securing permissions and/or applicable permitting by the regulatory agency for any signage location not within City right-of-way. The City of Coeur d'Alene will not modify or maintain public traffic control devices within a contractor's work zone. It is imperative that the contact information provided for the Traffic Control Manager is accurate and kept up-to-date. If the City finds the work zone's traffic control



devices in need of maintenance or modification, we will attempt to contact the number that is listed on the contractor's approved traffic control plan. If a qualified person is not readily available to remedy the concerns, a stop work order may be issued, and all signage and private traffic control devices must be promptly removed from the right-of-way. The City reserves the right to remove all non-conforming private traffic control devices placed by the contractor or its agents. The contractor will be invoiced for any and all expenses incurred by the City to remedy work zone and traffic control issues whenever the contractor failure to comply with this policy.

Responsibility for Associated Costs

The contractor shall be solely responsible for all costs incurred for setup and maintenance of required traffic control and advance notification, and any damages to the traffic control devices or other property arising out of the use of the traffic control devices placed by the contractor.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 10, 2025
FROM: Justin Kimberling, Assistant Streets & Engineering Director
SUBJECT: DECLARE USED EQUIPMENT AS SURPLUS

DECISION POINT: Should Council declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold at auction?

HISTORY: As vehicles and equipment reach their end of usefulness to the City, they are brought to Council to be declared as surplus and auctioned off. Currently, the following items are deemed at their end-of-service life period. The Streets & Engineering Departments request they be deemed surplus:

1. **ST229- 2004 International Dump Truck Vin#1HTWYHR64J020459**
2. **ST218- 2007 Ford F-150 Vin#1FTRF14W17KC10019**
3. **TIRES- Miscellaneous (old, no longer fit City vehicles)**
4. **2 Shop Constructed Barricade Trailers (no vin# or titles)**
5. **ST238- 1997 Case Backhoe Vin#JJG0233934 (not titled)**
6. **ST271- 2015 Tymco 600 Air Sweeper Vin#1HTMMAAN4FH621163**
7. **DRNG1064- 2004 Ford E450 TV Truck Vin#1FDXE45P14HA86712**

PERFORMANCE ANALYSIS: These items were offered to other City Departments before being listed as surplus. No other Department claimed any of the equipment. Therefore, this equipment has been deemed to be of no value to the City.

FINANCIAL ANALYSIS: The auction house retains a percentage of the bid auction item for its services, and there is very minimal cost to the City to shuttle items to the auction house in Post Falls.

DECISION POINT / RECOMMENDATION: Council should declare the various pieces of used equipment and items as surplus and authorize the surplus items to be sold at auction.



Justin Kimberling
Assistant Streets & Engineering Director

1

Surplus Used Equipment

Staff is requesting Council to declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold.



2

**ST229- 2004 International Dump Truck
Vin#1HTWYAHR64J020459 Mileage: 72,752**



3

**ST218- 2007 Ford F-150 Vin#1FTRF14W17KC10019
TIRES- Miscellaneous (old, no longer fit City vehicles)**



Mileage: 133,948



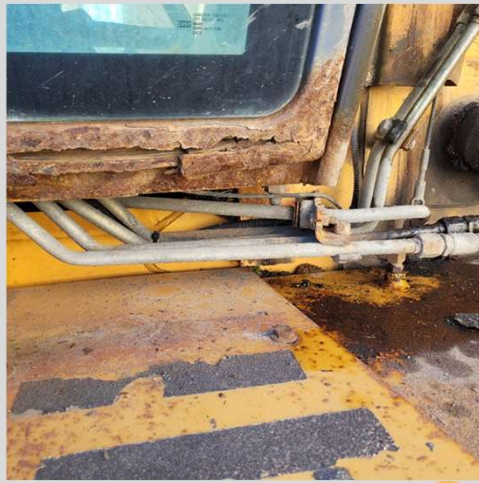
4

2 Shop Constructed Barricade Trailers (no vin# or titles)



5

ST238- 1997 Case Backhoe Vin#JJG0233934 (not titled) Hours: 6067



6

ST271-2015 TYMCO 600 AIR SWEEPER
Vin#1HTMMAAN4FH621163



Mileage: 42,660

Hours: 6159



7

DRNG1064- 2004 FORD E450 TV TRUCK
Vin#1FDXE45P14HA86712
Mileage: 16,399



8

Decision Point

Should Council declare the used equipment and items as surplus and authorize the surplus items to be sold.

