



Bonner County Ambulance District
Board of Commissioners

Brian Domke Asia Williams Ron Korn

September 29, 2025

Memorandum

CONSENT
AGENDA

To: Bonner County Ambulance Service District Board

Adopting the Order of the Agenda As Presented

A suggested Motion would be: Based on the information before us, I move to Adopt the Order of the Agenda as presented.

Consent Agenda

The Consent Agenda Includes:

- 1) Bonner County Ambulance Service District Minutes September 3, 2025

A suggested Motion would be: Based on the information before us, I move to approve the Consent Agenda as presented.

Recommendation Acceptance: ☐ Yes ☐ No

Brian Domke, Chair

Date



Bonner County

Board of Ambulance Service District

Brian Domke

Asia Williams

Ron Korn

MINUTES FOR THE BONNER COUNTY AMBULANCE SERVICE DISTRICT

September 3, 2025 – 11:00 AM – 12:00 PM

Bonner County Administration Building

1500 Highway 2, Third Floor Conference Room, Sandpoint, ID

On Wednesday, September 3, 2025, the Bonner County Board of Ambulance Service District met for their regularly scheduled meeting. Commissioners Domke, Williams, and Korn were present. Commissioner Williams called the meeting to order at 11:05 a.m.

ADOPT THE ORDER OF AGENDA AS PRESENTED / AMENDED

Commissioner Domke made a motion to adopt the Order of the Agenda as presented.

Commissioner Korn seconded the motion.

Roll Call Vote: Commissioner Williams – Yes; Commissioner Korn – Yes; Commissioner Domke – Yes.
The motion carries.

CONSENT AGENDA – Action Item

1) Bonner County Ambulance Service District Minutes August 20, 2025

Commissioner Domke made a motion to adopt the Consent Agenda as presented.

Commissioner Korn seconded the motion.

Roll Call Vote: Commissioner Korn – Yes; Commissioner Domke – Yes; Commissioner Williams – Yes.
The motion carries.

BCASD – Sarah Nixon and Jeff Lindsey

1) Action Item: Discussion/Decision Regarding FY25 Claims Batch #47, **Totaling \$15,577.62**

Commissioner Domke asked about the number of tires per ambulance. Allan discussed the kind of tires they found that will work instead of summer and winter tires and can be rotated in any direction.

Commissioner Korn made a motion to approve payment of the FY25 BCASD Claims in Batch #47

Commissioner Domke seconded the motion.

Roll Call Vote: Commissioner Domke – Yes; Commissioner Williams – Yes; Commissioner Korn – Yes.
The motion carries.

2) Action Item: Discussion/Decision Regarding Unanticipated Revenue; **Resolution**

Discussion was had regarding the amount needing to be moved. Sarah explained that the amount needing to be moved is just for paying the bills for the upcoming month. Jeff said that Munis does not allow them to pay their bills from the normal account because it sees the account is over budget and will ban them from paying from that account. He said that the amount being moved will be more than what they need to pay the bills, but they're moving more because of how Munis operates. Discussion followed regarding how this will be handled in the future. Commissioner Williams said she does not want the extra revenue to be used to buy new things, it should be used to build up reserves.

Commissioner Korn made a motion to approve resolution 25-7 for unanticipated revenue, placing \$120,000.00 in 99918-7860 Miscellaneous Expenses.

Commissioner Domke seconded the motion.

Roll Call Vote: Commissioner Williams – Yes; Commissioner Korn – Yes; Commissioner Domke – Yes.
The motion carries.

3) Action Item: Discussion/Decision Regarding Check Signing and Credit Card Use; **Resolution**

Commissioner Williams asked Clorissa Koster to speak on whether her removal is appropriate. Clorissa said that since the ambulance district will now be their own taxing district, the same codes the county is under does not apply to them. She said that removing her would be appropriate at this time.

Commissioner Domke confirmed that this will not need to go into effect until October 1. In that case, the resolution needs to be rewritten as it says this will go into effect immediately. Jeff said that these changes

need to be done now so they are not behind when the new fiscal year starts. This was a recommendation from the ambulance district's bank. Clorissa agreed that this needs to be approved now. Discussion was had regarding how the resolution should be changed.

Commissioner Domke made a motion to approve the Bonner County Ambulance Service District amended resolution with an amended date of September 30, 2025 at 5:00 p.m. with the removal of the following names as authorized signers: Clorissa Koster, Tiffany Pizzolato, Vana Balbin, Michael Rosedale, Alan Brinkmeier, and adding the following signers: Jeff Lindsey and Sarah Nixon.

Commissioner Korn seconded the motion.

Roll Call Vote: Commissioner Williams – Yes; Commissioner Korn – Yes; Commissioner Domke – Yes. The motion carries.

MISCELLANEOUS BUSINESS - Action Items / Discussion / Decision / Recommendation

1) Task List: Review & Updates

- Commissioner Williams said that work needs to be done on insurance request reviews.

2) Insurance Update

3) District Facilities/Vehicles Ownership

Jeff said they looked at all vehicles and facilities and only three vehicles are listed under the county as opposed to Bonner County EMS. However, all the buildings are listed under the county rather than under EMS. Jeff said that EMS cannot insure them as of now since they are technically owned by the county. Christian Jostlein said that everything is being kept under the county's name until the board advises him differently. Jeff talked about changing titles at some point and discussed other facilities that are on county property. Discussion followed. Commissioner Domke suggested transferring the vehicles to EMS at the next meeting.

4) Budget Forecast

There is approximately \$1.5 million. Jeff projects the ending amount to be around \$1.2 million. The commissioner documents say \$1.4 million because they submitted the documents last week and the funds have changed since then. Last year, Jeff said they ended at around \$800,000, so they are doing well. Commissioner Williams talked about salaries and available cash on hand. She suggested having a TAN ready to go just in case they need it. Lengthy discussion followed regarding splitting out the budget document to show predicted amounts in each expense area. Commissioner Williams said that they waste money if they do the TAN when they don't actually need it. Discussion followed.

Commissioner Domke asked about revenue for their five-year projections.

Public Comment*

Dave Bowman – It is great to see a money surplus as opposed to last year. It would be nice for the public to see the numbers differing in personnel from last year to now and how that affects service. Levels of service must have reduced when staffing got reduced.

Jeff said they are working on building a Five-Year Strategic Plan. Commissioner Korn said he wanted to point out that service has not diminished because they have lost a few employees. Jeff said that some services have been lost, such as the extra paramedic in Priest River. He said that looking forward, they are looking at potentially getting a seasonal position out there. There was also an extra car out at Sam Owen that was dropped due to budget. Discussion followed.

The meeting was adjourned at 12:04 p.m.

Clerk: *Lauren Reichenbach*

By _____
Commissioner Brian Domke, Chair

Date



Board of Bonner County
Ambulance Service District

Brian Domke

Asia Williams

Ron Korn

September 29, 2025

BONNER
COUNTY CLERK
Item #1

MEMORANDUM

To: Board of Bonner County Ambulance Service District

Re: FY25 BCASD Claims in Batch #51

The Auditor's Office presented the FY25 BCASD Claims Batch #51, **Totaling \$19,964.89**

A suggested Motion would be: Based on the information before us, I move to approve payment of the FY25 BCASD Claims in Batch #51, totaling \$19,964.89.

Recommendation Acceptance: ☐ Yes ☐ No

Brian Domke, Chair

Date

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 09/24/2025 WARRANT: EMS5125 AMOUNT: \$ 19,964.89

COMMISSIONER'S APPROVAL REPORT

DRAFT

DETAIL INVOICE LIST

CASH ACCOUNT: 999

1099

EMS TREASURER/WARRANT

WARRANT: EMS5125 09/24/2025

DUE DATE: 09/30/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
1900 AVISTA UTILITIES		00001		INV	09/23/2025	0727737636-2	181203	
1 99918 6930		NEWEMSGEN		ELECTRIC		451.86		
2 99918 6980		NEWEMSGEN		OTHER UTIL		22.41		
		Invoice Net				474.27		
				CHECK TOTAL		474.27		-----
1953 BONNER GENERAL HEALTH		00001		INV	09/22/2025	125SEP25	181140	
1 99918 6660		NEWEMSGEN		MEDICAL		1,891.44		
		Invoice Net				1,891.44		
				CHECK TOTAL		1,891.44		-----
3800 BOUND TREE MEDICAL LLC		00001		INV	09/22/2025	85926740	181122	
1 99918 6660		NEWEMSGEN		MEDICAL		39.00		
		Invoice Net				39.00		
3800 BOUND TREE MEDICAL LLC		00001		INV	09/22/2025	85920038	181134	
1 99918 6660		NEWEMSGEN		MEDICAL		52.40		
		Invoice Net				52.40		
3800 BOUND TREE MEDICAL LLC		00001		INV	09/22/2025	85918379	181144	
1 99918 6660		NEWEMSGEN		MEDICAL		1,457.20		
		Invoice Net				1,457.20		
				CHECK TOTAL		1,548.60		-----
965 CANON FINANCIAL SERVIC		00001		INV	09/22/2025	41807775	181119	
1 99918 9350		NEWEMSGEN		CAP - LEAS		88.00		
2 99918 7820		NEWEMSGEN		CTRCT SVCS		2.77		
		Invoice Net				90.77		
				CHECK TOTAL		90.77		-----
2544 COLEMAN OIL COMPANY		00001		INV	09/22/2025	CP-0306955	181125	
1 99918 7000		NEWEMSGEN		GASOLINE		3,309.35		
		Invoice Net				3,309.35		
				CHECK TOTAL		3,309.35		-----
4606 GRIPTION TIRES INC		00001		INV	09/22/2025	73485	181132	
1 99918 7040		NEWEMSGEN		REPAIR		954.91		
		Invoice Net				954.91		
4606 GRIPTION TIRES INC		00001		INV	09/22/2025	73469	181133	
1 99918 7040		NEWEMSGEN		REPAIR		231.80		
		Invoice Net				231.80		
4606 GRIPTION TIRES INC		00001		INV	09/22/2025	73389	181135	
1 99918 7040		NEWEMSGEN		REPAIR		704.28		
		Invoice Net				704.28		
				CHECK TOTAL		1,890.99		-----
3799 HENRY SCHEIN		00001		INV	09/22/2025	46672419	181116	
1 99918 6660		NEWEMSGEN		MEDICAL		5.43		
		Invoice Net				5.43		

DETAIL INVOICE LIST

CASH ACCOUNT: 999

1099

EMS TREASURER/WARRANT

WARRANT: EMS5125 09/24/2025

DUE DATE: 09/30/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
3799 HENRY SCHEIN		00001		INV	09/22/2025	46781929	181118	
1 99918 6660		NEWEMSGEN		MEDICAL		388.98		
		Invoice Net				388.98		
3799 HENRY SCHEIN		00001		INV	09/22/2025	46650783	181128	
1 99918 6660		NEWEMSGEN		MEDICAL		101.81		
		Invoice Net				101.81		
3799 HENRY SCHEIN		00001		INV	09/22/2025	46565344	181136	
1 99918 6660		NEWEMSGEN		MEDICAL		18.16		
		Invoice Net				18.16		
3799 HENRY SCHEIN		00001		INV	09/22/2025	46480623	181139	
1 99918 6660		NEWEMSGEN		MEDICAL		580.62		
		Invoice Net				580.62		
3799 HENRY SCHEIN		00001		INV	09/22/2025	46346070	181142	
1 99918 6660		NEWEMSGEN		MEDICAL		57.46		
		Invoice Net				57.46		
3799 HENRY SCHEIN		00001		INV	09/22/2025	46246568	181143	
1 99918 6660		NEWEMSGEN		MEDICAL		45.43		
		Invoice Net				45.43		
3799 HENRY SCHEIN		00001		INV	09/22/2025	46262090	181147	
1 99918 6660		NEWEMSGEN		MEDICAL		367.67		
		Invoice Net				367.67		
		CHECK TOTAL				1,565.56		-----
3667 INSIGHT DISTRIBUTING I		00001		INV	09/22/2025	0537001-IN	181146	
1 99918 6670		NEWEMSGEN		OTHER		261.00		
		Invoice Net				261.00		
		CHECK TOTAL				261.00		-----
1316 LES SCHWAB TIRE CENTER		00001		INV	09/22/2025	10800924608	181129	
1 99918 7040		NEWEMSGEN		REPAIR		255.98		
		Invoice Net				255.98		
		CHECK TOTAL				255.98		-----
4442 MEDLINE INDUSTRIES INC		00001		INV	09/22/2025	2388478680	181145	
1 99918 6660		NEWEMSGEN		MEDICAL		393.78		
		Invoice Net				393.78		
		CHECK TOTAL				393.78		-----
6018 GENUINE PARTS COMPANY		00001		INV	09/22/2025	810250	181120	
1 99918 7040		NEWEMSGEN		REPAIR		15.77		
		Invoice Net				15.77		
6018 GENUINE PARTS COMPANY		00001		INV	09/22/2025	248683	181130	
1 99918 7040		NEWEMSGEN		REPAIR		12.48		
		Invoice Net				12.48		
6018 GENUINE PARTS COMPANY		00001		INV	09/22/2025	247446	181148	
1 99918 7040		NEWEMSGEN		REPAIR		31.54		
		Invoice Net				31.54		

DETAIL INVOICE LIST

CASH ACCOUNT: 999

1099

EMS TREASURER/WARRANT

WARRANT: EMS5125 09/24/2025

DUE DATE: 09/30/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
6018	GENUINE PARTS COMPANY 1 99918 7040	00001 NEWEMSGEN Invoice Net		INV REPAIR	09/22/2025	247480 15.77 15.77 CHECK TOTAL	181149	
						75.56		-----
2788	OXARC 1 99918 6650	00001 NEWEMSGEN Invoice Net		INV OXYGEN	09/22/2025	0032415662 277.82 277.82 CHECK TOTAL	181137	
						277.82		-----
3662	PROVIDENCE HEALTH & SE 1 99918 6490	00001 NEWEMSGEN Invoice Net		INV EDUCATION	09/22/2025	Inv10257 24.00 24.00 CHECK TOTAL	181141	
						24.00		-----
5661	SHARON ANN ALBERT 1 99918 7710	00001 NEWEMSGEN Invoice Net		INV UNIFORMS	09/22/2025	3548-29 12.00 12.00 CHECK TOTAL	181124	
						12.00		-----
4134	STRYKER SALES CORPORAT 1 99918 6660	00002 NEWEMSGEN Invoice Net		INV MEDICAL	09/22/2025	9210331199 26.35 26.35 CHECK TOTAL	181121	
						26.35		-----
4134	STRYKER SALES CORPORAT 1 99918 6660	00002 NEWEMSGEN Invoice Net		INV MEDICAL	09/22/2025	9210321711 26.35 26.35 CHECK TOTAL	181123	
						26.35		-----
4134	STRYKER SALES CORPORAT 1 99918 6660	00002 NEWEMSGEN Invoice Net		INV MEDICAL	09/22/2025	9210292123 331.05 331.05 CHECK TOTAL	181131	
						383.75		-----
4522	SYSTEMS DESIGN WEST LL 1 99918 7820	00001 NEWEMSGEN Invoice Net		INV CTRCT SVCS	09/22/2025	20252865 7,214.90 7,214.90 CHECK TOTAL	181127	
						7,214.90		-----
5641	TRILOGY MEDWASTE WEST 1 99918 6990	00002 NEWEMSGEN Invoice Net		INV MED WASTE	09/22/2025	1799419 295.12 295.12 CHECK TOTAL	181138	
						295.12		-----
33 INVOICES				WARRANT TOTAL		19,964.89	19,964.89	

WARRANT SUMMARY

WARRANT: EMS5125 09/24/2025

DUE DATE: 09/30/2025

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
999	99918	NEW EMS - GENERAL	999-18-00-000-6490-	EDUCATION	24.00	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-6650-	SUPPLIES - OXYGEN	277.82	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-6660-	SUPPLIES - MEDICAL	5,783.13	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-6670-	SUPPLIES - OTHER	261.00	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-6930-	UTILITIES - ELECTRICIT	451.86	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-6980-	UTILITIES - OTHER	22.41	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-6990-	UTILITIES - MEDICAL WA	295.12	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-7000-	VEHICLES - FUEL, GASOL	3,309.35	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-7040-	VEHICLES - REPAIR/MAIN	2,222.53	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-7710-	UNIFORMS	12.00	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-7820-	CONTRACT SERVICES	7,217.67	66,601.08
999	99918	NEW EMS - GENERAL	999-18-00-000-9350-	CAPITAL - LEASE EXPEND	88.00	13,501.06
				FUND TOTAL	19,964.89	
WARRANT SUMMARY TOTAL					19,964.89	
GRAND TOTAL					19,964.89	

WARRANT LIST BY VOUCHER

WARRANT: EMS5125 09/24/2025

DUE DATE: 09/30/2025

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
181116	3799	HENRY SCHEIN	46672419		INV	09/22/2025	5.43	C-collar
181118	3799	HENRY SCHEIN	46781929		INV	09/22/2025	388.98	IV caths, alcohol pads
181119	965	CANON FINANCIAL SERVICES IN	41807775		INV	09/22/2025	90.77	Copier lease and usage
181120	6018	GENUINE PARTS COMPANY	810250		INV	09/22/2025	15.77	DEF
181121	4134	STRYKER SALES CORPORATION	9210331199		INV	09/22/2025	26.35	Stair chair strap
181122	3800	BOUND TREE MEDICAL LLC	85926740		INV	09/22/2025	39.00	Pillow cases
181123	4134	STRYKER SALES CORPORATION	9210321711		INV	09/22/2025	26.35	Stair chair strap
181124	5661	SHARON ANN ALBERT	3548-29		INV	09/22/2025	12.00	Zipper pull repair
181125	2544	COLEMAN OIL COMPANY	CP-0306955		INV	09/22/2025	3,309.35	September fuel
181127	4522	SYSTEMS DESIGN WEST LLC	20252865		INV	09/22/2025	7,214.90	August billings
181128	3799	HENRY SCHEIN	46650783		INV	09/22/2025	101.81	C-collars, syringes
181129	1316	LES SCHWAB TIRE CENTER	10800924608		INV	09/22/2025	255.98	Unit 25 battery
181130	6018	GENUINE PARTS COMPANY	248683		INV	09/22/2025	12.48	Headlight bulb
181131	4134	STRYKER SALES CORPORATION	9210292123		INV	09/22/2025	331.05	AED batteries, pads
181132	4606	GRIPTION TIRES INC	73485		INV	09/22/2025	954.91	Unit 26 Brakes
181133	4606	GRIPTION TIRES INC	73469		INV	09/22/2025	231.80	Unit 26 LOF
181134	3800	BOUND TREE MEDICAL LLC	85920038		INV	09/22/2025	52.40	Lifepak paper
181135	4606	GRIPTION TIRES INC	73389		INV	09/22/2025	704.28	Unit 25 LOF, Front end
181136	3799	HENRY SCHEIN	46565344		INV	09/22/2025	18.16	Tourniquets
181137	2788	OXARC	0032415662		INV	09/22/2025	277.82	Oxygen
181138	5641	TRILOGY MEDWASTE WEST LLC	1799419		INV	09/22/2025	295.12	Medical waste
181139	3799	HENRY SCHEIN	46480623		INV	09/22/2025	580.62	I-gels, MADS, filterli
181140	1953	BONNER GENERAL HEALTH	125SEP25		INV	09/22/2025	1,891.44	Pharmacy supplies
181141	3662	PROVIDENCE HEALTH & SERVICE	Inv10257		INV	09/22/2025	24.00	BLS cards
181142	3799	HENRY SCHEIN	46346070		INV	09/22/2025	57.46	Tegaderm, tourniquets

WARRANT LIST BY VOUCHER

WARRANT: EMS5125 09/24/2025

DUE DATE: 09/30/2025

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
181143	3799	HENRY SCHEIN	46246568		INV	09/22/2025	45.43	Syringes
181144	3800	BOUND TREE MEDICAL LLC	85918379		INV	09/22/2025	1,457.20	Defib pads, gloves
181145	4442	MEDLINE INDUSTRIES INC	2388478680		INV	09/22/2025	393.78	Infusion sets
181146	3667	INSIGHT DISTRIBUTING INC	0537001-IN		INV	09/22/2025	261.00	Paper towels
181147	3799	HENRY SCHEIN	46262090		INV	09/22/2025	367.67	CPAP, I-gels
181148	6018	GENUINE PARTS COMPANY	247446		INV	09/22/2025	31.54	DEF
181149	6018	GENUINE PARTS COMPANY	247480		INV	09/22/2025	15.77	DEF
181203	1900	AVISTA UTILITIES	0727737636-2		INV	09/23/2025	474.27	521 S DIVISION - (EMS
WARRANT TOTAL							19,964.89	

** END OF REPORT - Generated by Nichole Janes **



Bonner County Ambulance District
Board of Commissioners

Brian Domke Asia Williams Ron Korn

September 29, 2025

Memorandum

EMS Item
1

To: Bonner County Ambulance Service District Board

Re: Medical Director Agreement

Description: Medical Director Agreement between Dr. Ronald Jenkins and the Bonner County Ambulance Service District for the 2026 fiscal year. This contract commences October 1, 2025 and will remain effective for one year. The cost of this contract is \$45,360.00 which will be paid in monthly installments of \$3,780.00.

Auditing Review:



APPROVED

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review:

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review:

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution:

Original to Bonner County Ambulance District

Copy to BOCC

A suggested Motion would be: Based on the information before us, I move to approve and sign the Medical Director Agreement between Dr. Jenkins and BCASD for the 2026 fiscal year.

Recommendation Acceptance: ☐ Yes ☐ No

Brian Domke, Chair

Date

**BONNER COUNTY EMERGENCY MEDICAL SERVICES SYSTEM
MEDICAL DIRECTOR AGREEMENT REQUIRED ELEMENTS**

This Agreement is between Ronald D. Jenkins, MD hereinafter called the Medical Director and Bonner County Emergency Medical Services System, hereinafter called Bonner County EMS system. By entering into this Agreement, the parties agree to be bound and obligated by its specific terms and conditions as defined and described in this document. Any changes, amendments, addendums or attachments to this Agreement must be in writing and signed by both parties.

1. Term of Agreement

This Agreement shall be effective on October 1, 2025, and shall remain effective for one year unless terminated for any reason by either party, subject to 90 days written notice. This Agreement may be renewed if parties so desire.

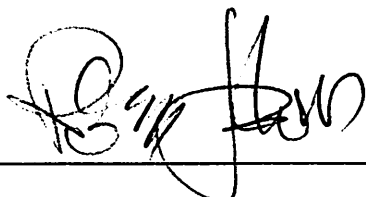
2. Title, Rank and status

- A. The Medical Director shall hold the official title and rank of "Medical Director" for the Bonner County EMS system.
- B. The Medical Director shall serve as an agent of the local medical community for the benefit of Bonner County customers and patients served by Bonner County EMS system. To accommodate these responsibilities, the Medical Director shall have a direct reporting relationship with the Bonner County Commissioners or Board of Bonner County EMS System Authority and shall possess authority to communicate directly with any person or persons that provide, supervise, manage or direct emergency medical care on behalf of the EMS System.

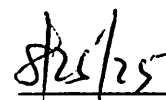
3. Operational Authority

- A. The Medical Director shall have authority to observe and monitor the availability and quality of emergency medical care provided by Bonner County EMS system and its agents, representatives, members and employees.
- B. The Medical Director shall have primary authority and responsibility for developing the Bonner County EMS system's training, treatment, and medical transportation policies, subject to budgetary limitations, state and federal regulatory requirements and constraints, and labor agreements between Bonner County EMS system and its employees and/or members.
- C. If, in the discretion of the Medical Director, an administering policy, procedure or practice of Bonner County EMS system requires altering or amending in order to assure the availability and quality of service, the Medical Director shall have immediate and unrestricted access to the Bonner County EMS Executive Director in order to report on the needed alteration(s) or amendment(s) and to recommend alternatives.
- D. The Medical Director shall be considered a member of the Bonner County EMS system representative to the Bonner County Medical community and the medical community's representative to the EMS System.
- E. The Medical Director shall be considered a member of the Bonner County EMS systems executive leadership staff and shall be included in all meetings and policy discussions relating to the availability and quality of emergency medical care provided by Bonner County EMS systems.

- F. The operations authority of the Medical Director shall be articulated to every agent, representative, member and employee of Bonner County EMS system, and that authority.
4. Compensation
- A. For the services rendered under this Agreement by the Medical Director under this Agreement, the Bonner County EMS system shall pay to the Medical Director the annual amount of \$45,360.00. This will be paid in monthly installments of \$3,780.00.
5. Insurance
- A. The Medical Director shall maintain, at his own expense, medical malpractice liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) aggregate, which shall provide coverage for all of the clinical duties, responsibilities, and actions which he shall assume and undertake pursuant to this Agreement. The Medical Director must provide proof of current medical malpractice insurance that is adequate to cover the responsibilities of the Medical Director within ten (10) working days of signing this Agreement, and the Medical Director shall provide the proof within ten (10) days of the beginning of any renewal periods made under this Agreement.



Ronald D. Jenkins, Medical Director



Date



Brian Domke, Chair

Date

Attest, Deputy Clerk

CONTRACT ADDENDUM No. 1

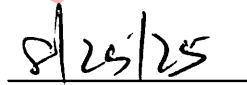
BOYCOTTING ISREAL- If payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, then Contractor hereby certifies that it is not currently engaged in and will not, for the duration the Agreement, engage in a boycott of the goods or services of the state if Isreal or territories under its control as those terms are defined in the Anti-Boycott Against Isreal Act (Idaho Code § 67-2346).

GOVERNMENT OF CHINA – Contractor hereby certifies that it is not, and will not, for the duration of the Agreement, be owned or operated by the government of China as set forth at Idaho Code § 67-2359.

CONTRACT WITH ABORTION PROVIDERS – To the extent the Agreement is subject to the use of public funds, Contractor hereby certifies that it is not, and will not, for the duration on the Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the No Public Funds for Abortions Ace (Idaho Code §§ 18-8701 et seq.).



Agent for Contractor



Date



Bonner County Ambulance District
Board of Commissioners

Brian Domke Asia Williams Ron Korn

September 29, 2025

Memorandum

EMS Item
2

To: Bonner County Ambulance Service District Board

Re: Medical Transport Agreements

Description: Contracts for medical transport with the below listed agencies and the Bonner County Ambulance Service District for the 2026 fiscal year. These contracts are for the provision of emergency and non-emergency medical transport services in Bonner County commencing October 1, 2026. The cost of these contracts are listed below:

Clark Fork Valley Ambulance - \$48,690.00 for the fiscal year to be paid in installments of \$4,057.50

Schweitzer Fire District - \$41,082.00 for the fiscal year to be paid in installments of \$3,423.50

Priest Lake EMTs, Inc. - 48,690.00 for the fiscal year to be paid in installments of \$ 4,057.50

Kootenai County Emergency Medical Services System - \$9,564.00 to be paid in installments of \$797.00

Auditing Review:



APPROVED

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review:

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review:

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution:

Original to Bonner County Ambulance District

Copy to BOCC

A suggested Motion would be: Based on the information before us, I move to approve and sign the Medical the contracts for the provision of medical transport services in Bonner County with Clark Fork Valley Ambulance, Schweitzer Fire District, Priest Lake EMTs, Inc. and Kootenai County Emergency Medical Services System for the 2026 fiscal year.

Recommendation Acceptance: ☐ Yes ☐ No

Brian Domke, Chair

Date

MASTER AGREEMENT

Bonner County and Clark Fork Valley Ambulance

AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON- EMERGENCY MEDICAL TRANSPORT SERVICES IN BONNER COUNTY, IDAHO

THIS AGREEMENT is made by and between Bonner County, State of Idaho, (hereinafter referred to as "Bonner County"), and **Clark Fork Valley Ambulance**, Medical service Provider (hereinafter referred to as "SERVICE PROVIDER")

PURPOSE

WHEREAS, the parties hereto desire to combine and unify pre-hospital emergency medical services, including emergency and non-emergency medical services throughout Bonner County and to provide for certainty, consistency and economy in the management and delivery of those services, and;

WHEREAS, the parties to this Agreement agree to provide medical transport services to sick and/or injured persons.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth and for other good and valuable consideration, the parties mutually promise, covenant and agree as follows:

Bonner County, by the terms of this Agreement, hereby authorizes BCEMS, in conjunction with the Medical Director and with the agreement and assistance of the other medical transport SERVICE PROVIDERS who are party to this Agreement, to operate in Bonner County's medical services.

TERM

The term of this Agreement shall commence on October 1, 2025, for a period of one year. This Agreement shall renew automatically annually for an additional fiscal year (October 1 through September 30) under the same terms and conditions identified herein, except for the compensation to be paid by Bonner County. Compensation for the services provided herein shall be negotiated annually by the parties in good faith by no later than April 1st of the current contract year. If an Agreement has not been reached by May 1st of the contract year, the Agreement shall be automatically terminated on September 30th of the contract year.

AMENDMENTS AND NOTICE

- a) This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both Bonner County and SERVICE PROVIDER.
- b) All notices and other written communication between the parties shall be provided as follows:

Notices and communications to be given to SERVICE PROVIDER shall be addressed to and delivered to the following address:

Clark Fork Valley Ambulance
PO BOX 464
Clark Fork, ID 83811

Notice and communication as required to be given to Bonner County shall be addressed to and delivered at the following address:

Bonner County Emergency Medical Services
521 S. Division Street Ste. 131
Sandpoint, ID 83864

COMPENSATION

SERVICE PROVIDER will be compensated commencing October 1, 2025, and in monthly installments based upon:

- \$48,690.00 to be paid in 12 equal monthly installments of \$4057.50.

INDEPENDANT CONTRACTOR

It is agreed that the relationship created by this Agreement between Bonner County and SERVICE PROVIDER is one of an Independent Contractor and not that of employer/employee. Neither SERVICE PROVIDER nor any employees of SERVICE PROVIDER nor any other medical or other personnel cooperation with the assisting SERVICE PROVIDER and providing services consistent with the Agreement are employees of Bonner County. Bonner County is interested in only the results obtained pursuant to this Agreement.

None of the benefits provided by Bonner County to its employees including but not limited to compensation, insurance, and unemployment insurance are available from Bonner County to SERVICE PROVIDER and/or agents operation for and under arrangements with SERVICE PROVIDER. SERVICE PROVIDER is solely and entirely responsible for his acts and the acts of his agents, employees and servants during the performance of this Agreement. Bonner County shall have no liability for any error, omission, act of negligence in any medical service provided or not provided to patients by SERVICE PROVIDER or any of SERVICE PROVIDER'S agents, employees, and cooperating and assisting personnel.

SERVICE PROVIDER shall be responsible for all Federal and State taxes, Social Security, Medicare taxes, and Self-Employment related taxes and obligations including Federal and State income tax withholding, Social Security contributions, and similar obligations related to SERVICE PROVIDER Independent SERVICE PROVIDER Status and providing the services under this Agreement. SERVICE PROVIDER shall obtain Worker's Compensation insurance for SERVICE PROVIDER and any agents, employees and staff that SERVICE PROVIDER may employ, and provide to Bonner County proof of such coverage or proof that Worker's Compensation is not required by law. SERVICE PROVIDER shall indemnify Bonner County and hold Bonner County, its agents and departments harmless from any and all claims for these obligations

and taxes (including but not limited to Social Security taxes arising out of SERVICE PROVIDER'S failure to pay such fees, taxes, contributions and other obligations).

EMS STANDARDS AND PRACTICES

It is agreed by the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau, as set forth in Idaho Code 56-1011 to 1018B; the Rules Governing Emergency Medical Services, IDAPA 16.02.03; Standards Manuals as developed and published by the EMS Bureau, as well as the Bonner County EMS Ordinance 456 and all other relevant statutes, ordinances and administrative rules hereinafter adopted, identified and filed in the Office of the Clerk and provided to SERVICE PROVIDER by BCEMS.

SERVICE PROVIDER agrees that the sole medical director for their organization shall be the medical director appointed by the County Commissioners for the County's EMS System.

SERVICE PROVIDER further agrees to adhere to the orders, protocols, procedures and other lawful requirements of the system medical director as they pertain to the Medical Supervision Plan and the Medical Protocols.

SERVICE PROVIDER understands and agrees that each licensed member of their organization must be granted the right to practice by the county appointed medical director at a practice level determined by the medical director that may be below but cannot exceed the level at which the member is licensed by the State of Idaho.

SERVICE PROVIDER shall agree to maintain annual agency licensure through the Idaho EMS Bureau as required by statute or administrative rule at a licensure level appropriate to the level of service being provided.

SERVICE PROVIDER shall agree to operate as a county-wide resource, thus agreeing to respond to calls for service outside their primary area as defined in this agreement. This includes covering other areas by temporarily locating an ambulance at a designated location as well as responding to calls to aid persons sick and/or injured.

The parties hereto mutually covenant and agree to deal with each other, at all times with respect, in a good faith manner in performance of this Agreement. The parties agree to do all things, the extent reasonably practicable, to settle disputes amicably and quickly, and to forge a mutually beneficial and long lasting working relationship.

INSURANCE

SERVICE PROVIDER shall maintain Commercial General Liability insurance with minimum limits of \$500,000 Occurrence / \$1,000,000 Aggregate, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability (if applicable) SERVICE PROVIDER agrees to provide and be financially responsible for their personnel, liability and property insurance. It is further agreed that each party hereto shall provide BCEMS with proof of insurance consistent with the above provisions with ten (10) days following the signing of the Agreement.

Bonner County shall provide collision and liability insurance for all Bonner County – owned apparatus.

MALPRACTICE

Certificate of Medical Malpractice Liability Insurance in the amount of One Million Dollars (\$500,000/\$1,000,000 aggregate) shall be provided by SERVICE PROVIDER to Bonner County. For any additional provider that is added as a temporary or permanent provider, similar certificates of insurance will be provided to Bonner County.

All employees in the employ of SERVICE PROVIDER who provide services under this Agreement shall be covered under the terms of SERVICE PROVIDER'S Medical Malpractice Liability Certificates. SERVICE PROVIDER shall indemnify Bonner County and hold Bonner County harmless for any services provided in association with this Agreement. However, no services will be directly by SERVICE PROVIDERS except as allowed by SERVICE PROVIDER'S licensing and appropriate and approved Bonner County Medical Director's Protocol.

ADDITIONAL DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER

The essential services/responsibilities to be performed by the SERVICE PROVIDER on an as-needed basis are as follows:

1. SERVICE PROVIDER will provide BCEMS with sufficient qualified personnel to staff (1) ambulance pursuant to Idaho Statute 56-1016 (1) at the minimum ILS Level transport, available to respond to any location served by BCEMS.
2. This staffing will be in effect twenty-four (24) hours per day, seven (7) days per week.
3. SERVICE PROVIDER will provide a current staff roster to BCEMS every six (6) months.
4. SERVICE PROVIDER will follow all Bonner County 9-1-1 Standard Operating Procedures.
5. SERVICE PROVIDER will comply with any request for information made by BCEMS as the requested information relates to any provision of this agreement.
6. SERVICE PROVIDER will participate in the Quality Assurance, Quality Improvement process under the supervision of the BCEMS Captain of Clinical Practice as the County Medical Director's designee.
7. SERVICE PROVIDER will be responsible for all ambulance billing and collections and will retain all monies when SERVICE PROVIDER transports. SERVICE PROVIDER will obtain approval from BCEMS for all continuing education or initial provider classes.
8. SERVICE PROVIDER will furnish BCEMS with a copy of annual financial statements.
9. SERVICE PROVIDER will be the primary transport unit in the following defined area:
 - a. East on Highway 200 to the Montana State Line
 - b. West on Highway 200 to MP 43
 - c. North to the mountains
 - d. South to Lake Pend Oreille

ADDITIONAL DUTIES AND RESPONSIBILITIES OF BONNER COUNTY EMS

- BCEMS will provide dispatch and administrative and medical protocols and procedures with Emergency Medical Dispatch, and provide any updates

- BCEMS agrees to provide SERVICE PROVIDER with medical supplies at BCEMS cost. Oxygen and Medical waste will be taken care of by SERVICE PROVIDER through approved vendors. All other consumable items will be replenished at the cost of the SERVICE PROVIDER.
- BCEMS may offer SERVICE PROVIDER continuing education.
- BCEMS will submit reports to the Idaho Department of Health and Welfare, EMS Bureau, at such times and in such manner as the EMS Bureau may require.

COMPLAINCE

Failure to comply with any provision of this Agreement by SERVICE PROVIDER shall entitle Bonner County to withhold any monies payable after notice of breach and failure to cure in accordance with this Agreement.

TERMINATION FOR CAUSE

Any party to this Agreement may terminate this Agreement in accordance with the provisions identified herein. A party seeking to terminate this Agreement shall give the other party at least thirty (30) days written notice before such withdrawal shall become effective. Upon termination, either for cause or convenience, all property owned or provided by Bonner County shall be returned in good working condition to Bonner County at the time of termination. Further, any unearned payments received by SERVICE PROVIDER shall be reimbursed to Bonner County based on the prorated amount in accordance with the days of service rendered for the month.

INVALIDITY

If any portion of this Agreement is determined to be invalid or enforceable 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 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 and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Bonner County should fail to fund BCEMS as set forth above, Bonner County and SERVICE PROVIDER hereto shall be relieved of any further performance under the terms of this Agreement.

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.

ATTORNEY'S FEES

If any party is required to enforce a breach or termination of this Agreement. The party shall be entitled to recover its reasonable attorney fees and costs from the breaching party, whether with suit or without suit.

COMPLETE AGREEMENT

This Agreement constitutes the complete and final understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement signed by SERVICE PROVIDER and Bonner County.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11 day of Sept 2025.

Nick Woodward

Clark Fork Valley Ambulance

BOARD OF BONNER COUNTY COMMISSIONERS

Asia Williams, Commissioner

ATTEST:

Deputy Clerk

Brian Domke, Chair

Ron Korn, Commissioner

CONTRACT ADDENDUM No. 1

BOYCOTTING ISREAL- If payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, then Contractor hereby certifies that it is not currently engaged in and will not, for the duration the Agreement, engage in a boycott of the goods or services of the state if Isreal or territories under its control as those terms are defined in the Anti-Boycott Against Isreal Act (Idaho Code § 67-2346).

GOVERNMENT OF CHINA – Contractor hereby certifies that it is not, and will not, for the duration of the Agreement, be owned or operated by the government of China as set forth at Idaho Code § 67-2359.

CONTRACT WITH ABORTION PROVIDERS – To the extent the Agreement is subject to the use of public funds, Contractor hereby certifies that it is not, and will not, for the duration on the Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the No Public Funds for Abortions Ace (Idaho Code §§ 18-8701 et seq.).

Mike Woodward

Agent for Contractor

9-11-25

Date

MASTER AGREEMENT

Bonner County and Schweitzer Fire District

AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL TRANSPORT SERVICES IN BONNER COUNTY, IDAHO

THIS AGREEMENT is made by and between Bonner County, State of Idaho, (hereinafter referred to as "Bonner County"), and **Schweitzer Fire District**, Medical Service Provider (hereinafter referred to as "SERVICE PROVIDER")

PURPOSE

WHEREAS, the parties to this Agreement agree to provide medical transport services to sick and/or injured persons.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth and for other good and valuable consideration, the parties mutually promise, covenant and agree as follows:

Bonner County, by the terms of this Agreement, hereby authorizes BCEMS, in conjunction with the Medical Director and with the agreement and assistance of the other medical transport SERVICE PROVIDERS who are party to this Agreement, to operate in Bonner County's medical services.

TERM

The term of this Agreement shall commence on October 1, 2025, for a period of one year. This Agreement shall renew automatically annually for an additional fiscal year (October 1 through September 30) under the same terms and conditions identified herein, except for the compensation to be paid by Bonner County. Compensation for the services provided herein shall be negotiated annually by the parties in good faith by no later than April 1st of the current contract year. If an Agreement has not been reached by May 1st of the current contract year, the Agreement shall be automatically terminated on September 30th of the contract year.

AMENDMENTS AND NOTICE

- a) This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both Bonner County and SERVICE PROVIDER.
- b) All notices and other written communication between the parties shall be provided as follows:

Notices and communications to be given to SERVICE PROVIDER shall be addressed to and delivered to the following addresses:

Schweitzer Fire District
7904 Schweitzer Mountain Road
Sandpoint, ID 83864

Notice and communication as required to be given to Bonner County shall be addressed to and delivered at the following address:

Bonner County Emergency Medical Services
521 S. Division Street Ste. 131
Sandpoint, ID 83864

COMPENSATION

SERVICE PROVIDER will be compensated commencing October 1, 2025 and in monthly installments based upon:

- \$41,082.00 to be paid in equal monthly installments of \$3,423.50.

INDEPENDENT CONTRACTOR

It is agreed that the relationship created by this Agreement between Bonner County and SERVICE PROVIDER is one of an Independent Contractor and not that of employer/employee. Neither SERVICE PROVIDER nor any employees of SERVICE PROVIDER nor any other medical or other personnel cooperation with the assisting SERVICE PROVIDER and providing services consistent with the Agreement are employees of Bonner County. Bonner County is interested in only the results obtained pursuant to this Agreement.

None of the benefits provided by Bonner County to its employees including but not limited to compensation, insurance, and unemployment insurance are available from Bonner County to SERVICE PROVIDER and/or agents operation for and under arrangements with SERVICE PROVIDER. SERVICE PROVIDER is solely and entirely responsible for his acts and the acts of his agents, employees and servants during the performance of this Agreement. Bonner County shall have no liability for any error, omission, act of negligence in any medical service provided or not provided to patients by SERVICE PROVIDER or any of SERVICE PROVIDER'S agents, employees, and cooperating and assisting personnel.

SERVICE PROVIDER shall be responsible for all Federal and State taxes, Social Security, Medicare taxes, and Self-Employment related taxes and obligations including Federal and State income tax withholding, Social Security contributions, and similar obligations related to SERVICE PROVIDER Independent SERVICE PROVIDER Status and providing the services under this Agreement. SERVICE PROVIDER shall obtain Worker's Compensation insurance for SERVICE PROVIDER and any agents, employees and staff that SERVICE PROVIDER may employ, and provide to Bonner County proof of such coverage or proof that Worker's Compensation is not required by law. SERVICE PROVIDER shall indemnify Bonner County and hold Bonner County, its agents and departments harmless from any and all claims for these obligations and taxes (including but not limited to Social Security taxes arising out of SERVICE PROVIDER'S failure to pay such fees, taxes, contributions and other obligations).

EMS STANDARDS AND PRACTICES

It is agreed by the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau, as set forth in Idaho Code 56-1011 to 1018B; the Rules Governing Emergency Medical Services, IDAPA 16.02.03; Standards Manuals as developed and published by the EMS Bureau, as well as the Bonner County EMS Ordinance 456 and all other relevant

statutes, ordinances and administrative rules hereinafter adopted, identified and filed in the Office of the Clerk and provided to SERVICE PROVIDER by BCEMS.

SERVICE PROVIDER agrees that the sole medical director for their organization shall be the medical director appointed by the County Commissioners for the County's EMS System.

SERVICE PROVIDER further agrees to adhere to the orders, protocols, procedures and other lawful requirements of the system medical director as they pertain to the Medical Supervision Plan and the Medical Protocols.

SERVICE PROVIDER understands and agrees that each licensed member of their organization must be granted the right to practice by the county appointed medical director at a practice level determined by the medical director that may be below but cannot exceed the level at which the member is licensed by the State of Idaho.

SERVICE PROVIDER shall agree to maintain annual agency licensure through the Idaho EMS Bureau as required by statute or administrative rule at a licensure level appropriate to the level of service being provided.

SERVICE PROVIDER shall agree to operate as a county-wide resource, thus agreeing to respond to calls for service outside their primary area as defined in this agreement. This includes covering other areas by temporarily locating an ambulance at a designated location as well as responding to calls to aid persons sick and/or injured.

The parties hereto mutually covenant and agree to deal with each other, at all times with respect, in a good faith manner in performance of this Agreement. The parties agree to do all things, the extent reasonably practicable, to settle disputes amicably and quickly, and to forge a mutually beneficial and long lasting working relationship.

INSURANCE

SERVICE PROVIDER shall maintain Commercial General Liability insurance with minimum limits of \$500,000 Occurrence / \$1,000,000 Aggregate, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability (if applicable) SERVICE PROVIDER agrees to provide and be financially responsible for their personnel, liability and property insurance. It is further agreed that each party hereto shall provide BCEMS with proof of insurance consistent with the above provisions with ten (10) days following the signing of the Agreement.

Bonner County shall provide collision and liability insurance for all Bonner County – owned apparatus.

MALPRACTICE

Certificate of Medical Malpractice Liability Insurance in the amount of One Million Dollars (\$500,000/\$1,000,000 aggregate) shall be provided by SERVICE PROVIDER to Bonner County. For any additional provider that is added as a temporary or permanent provider, similar certificates of insurance will be provided to Bonner County.

All employees in the employ of SERVICE PROVIDER who provide services under this Agreement shall be covered under the terms of SERVICE PROVIDER'S Medical Malpractice Liability Certificates. SERVICE PROVIDER shall indemnify Bonner County and hold Bonner County harmless for any services provided in

association with this Agreement. However, no services will be directly by SERVICE PROVIDERS except as allowed by SERVICE PROVIDER'S licensing and appropriate and approved Bonner County Medical Director's Protocol.

ADDITIONAL DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER

The essential services/responsibilities to be performed by the SERVICE PROVIDER on an as-needed basis are as follows:

1. SERVICE PROVIDER will provide BCEMS with sufficient qualified personnel to staff (1) ambulance pursuant to Idaho Statute 56-1016 (1) at the minimum BLS Level transport, available to respond to any location served by BCEMS.
2. This staffing will be in effect twenty-four (24) hours per day, seven (7) days per week.
3. SERVICE PROVIDER will provide staff roster to BCEMS every six (6) months.
4. SERVICE PROVIDER will follow all Bonner County 9-1-1 Standard Operating Procedures.
5. SERVICE PROVIDER will comply with any request for information made by BCEMS as the requested information relates to any provision of this agreement.
6. SERVICE PROVIDER will participate in the Quality Assurance, Quality Improvement process under the supervision of the BCEMS Captain of Clinical Practice as the County Medical Director's designee.
7. SERVICE PROVIDER will be responsible for all ambulance billing and collections and will retain all monies when SERVICE PROVIDER transports. SERVICE PROVIDER will obtain approval from BCEMS for all continuing education or initial provider classes.
8. SERVICE PROVIDER will furnish BCEMS with a copy of annual financial statements.
9. SERVICE PROVIDER will be the primary transport unit within the Schweitzer Fire District.

ADDITIONAL DUTIES AND RESPONSIBILITIES OF BONNER COUNTY EMS

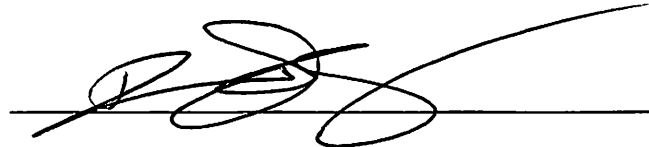
- BCEMS will provide dispatch and administrative and medical protocols and procedures with Emergency Medical Dispatch, and provide any updates
- BCEMS agrees to provide SERVICE PROVIDER with medical supplies at BCEMS cost. Oxygen and Medical waste will be taken care of by SERVICE PROVIDER through approved vendors. All other consumable items will be replenished at the cost of the SERVICE PROVIDER.
- BCEMS may offer SERVICE PROVIDER continuing education.
- BCEMS will submit reports to the Idaho Department of Health and Welfare, EMS Bureau, at such times and in such manner as the EMS Bureau may require.

COMPLAINTS

Failure to comply with any provision of this Agreement by SERVICE PROVIDER shall entitle Bonner County to withhold any monies payable after notice of breach and failure to cure in accordance with this Agreement.

TERMINATION FOR CONVENIENCE

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2025.


Schweitzer Fire District

BOARD OF BONNER COUNTY COMMISSIONERS

Asia Williams, Commissioner

Brian Domke, chair

Ron Korn, Commissioner

ATTEST:

Deputy Clerk

Any party to this Agreement may terminate this Agreement in accordance with the provisions identified herein. A party seeking to terminate this Agreement shall give the other party at least thirty (30) days written notice before such withdrawal shall become effective. Upon termination, either for cause or convenience, all property owned or provided by Bonner County shall be returned in good working condition to Bonner County at the time of termination. Further, any unearned payments received by SERVICE PROVIDER shall be reimbursed to Bonner County based on the prorated amount in accordance with the days of service rendered for the month.

INVALIDITY

If any portion of this Agreement is determined to be invalid or enforceable 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 is should 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 and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Bonner County should fail to fund BCEMS as set forth above, Bonner County and SERVICE PROVIDER hereto shall be relieved of any further performance under the terms of this Agreement.

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.

ATTORNEY'S FEES

If any party is required to enforce a breach or termination of this Agreement. The party shall be entitled to recover its reasonable attorney fees and costs from the breaching party, whether with suit or without suit.

COMPLETE AGREEMENT


This Agreement constitutes the complete and final understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement signed by SERVICE PROVIDER and Bonner County.

CONTRACT ADDENDUM No. 1

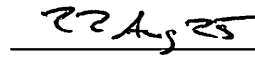
BOYCOTTING ISREAL- If payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, then Contractor hereby certifies that it is not currently engaged in and will not, for the duration the Agreement, engage in a boycott of the goods or services of the state if Isreal or territories under its control as those terms are defined in the Anti-Boycott Against Isreal Act (Idaho Code § 67-2346).

GOVERNMENT OF CHINA – Contractor hereby certifies that it is ~~not~~, and will not, for the duration of the Agreement, be owned or operated by the government of China as set forth at Idaho Code § 67-2359.

CONTRACT WITH ABORTION PROVIDERS – To the extent the Agreement is subject to the use of public funds, Contractor hereby certifies that it is not, and will not, for the duration on the Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the No Public Funds for Abortions Ace (Idaho Code §§ 18-8701 et seq.).



Agent for Contractor



Date

MASTER AGREEMENT

Bonner County and Priest Lake EMTS, Inc.

AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON- EMERGENCY MEDICAL TRANSPORT SERVICES IN BONNER COUNTY, IDAHO

THIS AGREEMENT is made by and between Bonner County, State of Idaho, (hereinafter referred to as "Bonner County"), and **Priest Lake EMTS, Inc.** Medical Service Provider (hereinafter referred to as "SERVICE PROVIDER")

PURPOSE

WHEREAS, the parties hereto desire to combine and unify pre-hospital emergency medical services, including emergency and non-emergency medical services throughout Bonner County and to provide for certainty, consistency and economy in the management and delivery of those services, and;

WHEREAS, the parties to this Agreement agree to provide medical transport services to sick and/or injured persons.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth and for other good and valuable consideration, the parties mutually promise, covenant and agree as follows:

Bonner County, by the terms of this Agreement, hereby authorizes BCEMS, in conjunction with the Medical Director and with the agreement and assistance of the other medical transport SERVICE PROVIDERS who are party to this Agreement, to operate in Bonner County's medical services.

TERM

The term of this Agreement shall commence on October 1, 2025, for a period of one year. This Agreement shall renew automatically annually for an additional fiscal year (October 1 through September 30) under the same terms and conditions identified herein, except for the compensation to be paid by Bonner County. Compensation for the services provided herein shall be negotiated annually by the parties in good faith by no later than April 1st of the current contract year. If an Agreement has not been reached by May 1st of the contract year, the Agreement shall be automatically terminated on September 30th of the contract year.

AMENDMENTS AND NOTICE

- a) This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both Bonner County and SERVICE PROVIDER.
- b) All notices and other written communication between the parties shall be provided as follows:

Notices and communications to be given to SERVICE PROVIDER shall be addresses to and delivered to the following address:

Priest Lake EMTS, Inc.
27929 Highway 57
Priest Lake, ID 83856

Notice and communication as required to be given to Bonner County shall be addressed to and delivered at the following address:

Bonner County Emergency Medical Services
521 S. Division Street Ste. 131
Sandpoint, ID 83864

COMPENSATION

SERVICE PROVIDER will be compensated commencing October 1, 2025 and in monthly installments based upon:

- \$48,690.00 to be paid in 12 equal monthly installments of \$4057.50.

INDEPENDANT CONTRACTOR

It is agreed that the relationship created by this Agreement between Bonner County and SERVICE PROVIDER is one of an Independent Contractor and not that of employer/employee. Neither SERVICE PROVIDER nor any employees of SERVICE PROVIDER nor any other medical or other personnel cooperation with the assisting SERVICE PROVIDER and providing services consistent with the Agreement are employees of Bonner County. Bonner County is interested in only the results obtained pursuant to this Agreement.

None of the benefits provided by Bonner County to its employees including but not limited to compensation, insurance, and unemployment insurance are available from Bonner County to SERVICE PROVIDER and/or agents operation for and under arrangements with SERVICE PROVIDER. SERVICE PROVIDER is solely and entirely responsible for his acts and the acts of his agents, employees and servants during the performance of this Agreement. Bonner County shall have no liability for any error, omission, act of negligence in any medical service provided or not provided to patients by SERVICE PROVIDER or any of SERVICE PROVIDER'S agents, employees, and cooperating and assisting personnel.

SERVICE PROVIDER shall be responsible for all Federal and State taxes, Social Security, Medicare taxes, and Self-Employment related taxes and obligations including Federal and State income tax withholding, Social Security contributions, and similar obligations related to SERVICE PROVIDER Independent SERVICE PROVIDER Status and providing the services under this Agreement. SERVICE PROVIDER shall obtain Worker's Compensation insurance for SERVICE PROVIDER and any agents, employees and staff that SERVICE PROVIDER may employ, and provide to Bonner County proof of such coverage or proof that Worker's Compensation is not required by law. SERVICE PROVIDER shall indemnify Bonner County and hold Bonner County, its agents and departments harmless from any and all claims for these obligations and taxes (including but not limited to Social Security taxes arising out of SERVICE PROVIDER'S failure to pay such fees, taxes, contributions and other obligations).

EMS STANDARDS AND PRACTICES

It is agreed by the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau, as set forth in Idaho Code 56-1011 to 1018B; the Rules Governing Emergency Medical Services, IDAPA 16.02.03; Standards Manuals as developed and published by the EMS Bureau, as well as the Bonner County EMS Ordinance 456 and all other relevant statutes, ordinances and administrative rules hereinafter adopted, identified and filed in the Office of the Clerk and provided to SERVICE PROVIDER by BCEMS.

SERVICE PROVIDER agrees that the sole medical director for their organization shall be the medical director appointed by the County Commissioners for the County's EMS System.

SERVICE PROVIDER further agrees to adhere to the orders, protocols, procedures and other lawful requirements of the system medical director as they pertain to the Medical Supervision Plan and the Medical Protocols.

SERVICE PROVIDER understands and agrees that each licensed member of their organization must be granted the right to practice by the county appointed medical director at a practice level determined by the medical director that may be below but cannot exceed the level at which the member is licensed by the State of Idaho.

SERVICE PROVIDER shall agree to maintain annual agency licensure through the Idaho EMS Bureau as required by statute or administrative rule at a licensure level appropriate to the level of service being provided.

SERVICE PROVIDER shall agree to operate as a county-wide resource, thus agreeing to respond to calls for service outside their primary area as defined in this agreement. This includes covering other areas by temporarily locating an ambulance at a designated location as well as responding to calls to aid persons sick and/or injured.

The parties hereto mutually covenant and agree to deal with each other, at all times with respect, in a good faith manner in performance of this Agreement. The parties agree to do all things, the extent reasonably practicable, to settle disputes amicably and quickly, and to forge a mutually beneficial and long lasting working relationship.

INSURANCE

SERVICE PROVIDER shall maintain Commercial General Liability insurance with minimum limits of \$500,000 Occurrence / \$1,000,000 Aggregate, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability (if applicable) SERVICE PROVIDER agrees to provide and be financially responsible for their personnel, liability and property insurance. It is further agreed that each party hereto shall provide BCEMS with proof of insurance consistent with the above provisions with ten (10) days following the signing of the Agreement.

Bonner County shall provide collision and liability insurance for all Bonner County – owned apparatus.

MALPRACTICE

Certificate of Medical Malpractice Liability Insurance in the amount of One Million Dollars (\$500,000/\$1,000,000 aggregate) shall be provided by SERVICE PROVIDER to Bonner County. For any

additional provider that is added as a temporary or permanent provider, similar certificates of insurance will be provided to Bonner County.

All employees in the employ of SERVICE PROVIDER who provide services under this Agreement shall be covered under the terms of SERVICE PROVIDER'S Medical Malpractice Liability Certificates. SERVICE PROVIDER shall indemnify Bonner County and hold Bonner County harmless for any services provided in association with this Agreement. However, no services will be directly by SERVICE PROVIDERS except as allowed by SERVICE PROVIDER'S licensing and appropriate and approved Bonner County Medical Director's Protocol.

ADDITIONAL DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER

The essential services/responsibilities to be performed by the SERVICE PROVIDER on an as-needed basis are as follows:

1. SERVICE PROVIDER will provide BCEMS with sufficient qualified personnel to staff (1) ambulance pursuant to Idaho Statute 56-1016 (1) at the minimum BLS Level transport, available to respond to any location served by BCEMS.
2. This staffing will be in effect twenty-four (24) hours per day, seven (7) days per week.
3. SERVICE PROVIDER will current provide staff roster to BCEMS every six (6) months.
4. SERVICE PROVIDER will follow all Bonner County 9-1-1 Standard Operating Procedures.
5. SERVICE PROVIDER will comply with any request for information made by BCEMS as the requested information relates to any provision of this agreement.
6. SERVICE PROVIDER will participate in the Quality Assurance, Quality Improvement process under the supervision of the BCEMS Captain of Clinical Practice as the County Medical Director's designee.
7. SERVICE PROVIDER will be responsible for all ambulance billing and collections and will retain all monies when SERVICE PROVIDER transports.
8. SERVICE PROVIDER will obtain approval from BCEMS for all continuing education or initial provider classes.
9. SERVICE PROVIDER will furnish BCEMS with a copy of annual financial statements.
10. SERVICE PROVIDER will be the primary transport unit in the following defined area:
 - a. South on Highway 57 to MP 15
 - b. North to Boundary County
 - c. South on East River Road to Fox Creek
 - d. West to Pend Oreille County, Washington

ADDITIONAL DUTIES AND RESPONSIBILITIES OF BONNER COUNTY EMS

1. BCEMS will provide dispatch and administrative and medical protocols and procedures with Emergency Medical Dispatch, and provide any updates
2. BCEMS agrees to provide SERVICE PROVIDER with medical supplies at BCEMS cost. Oxygen and Medical waste will be taken care of by SERVICE PROVIDER through approved vendors. All other consumable items will be replenished at the cost of the SERVICE PROVIDER.

3. BCEMS will offer SERVICE PROVIDER continuing education. BCEMS will pay for Basic EMT training with prior written approval from the BCEMS Chief.
4. BCEMS will submit reports to the Idaho Department of Health and Welfare, EMS Bureau, at such times and in such manner as the EMS Bureau may require.

COMPLAINEE

Failure to comply with any provision of this Agreement by SERVICE PROVIDER shall entitle Bonner County to withhold any monies payable after notice of breach and failure to cure in accordance with this Agreement.

TERMINATION FOR CONVENIENCE

Any party to this Agreement may terminate this Agreement in accordance with the provisions identified herein. A party seeking to terminate this Agreement shall give the other party at least thirty (30) days written notice before such withdrawal shall become effective. Upon termination, either for cause or convenience, all property owned or provided by Bonner County shall be returned in good working condition to Bonner County at the time of termination. Further, any unearned payments received by SERVICE PROVIDER shall be reimbursed to Bonner County based on the prorated amount in accordance with the days of service rendered for the month.

INVALIDITY

If any portion of this Agreement is determined to be invalid or not enforceable 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 is 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 and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Bonner County should fail to fund BCEMS as set forth above, Bonner County and SERVICE PROVIDER hereto shall be relieved of any further performance under the terms of this Agreement.

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.

ATTORNEY'S FEES

If any party is required to enforce a breach or termination of this Agreement. The party shall be entitled to recover its reasonable attorney fees and costs from the breaching party, whether with suit or without suit.

COMPLETE AGREEMENT

This Agreement constitutes the complete and final understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement signed by SERVICE PROVIDER and Bonner County.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of October 2025.

Debbie Hewett

Priest Lake EMTS, Inc.

BOARD OF BONNER COUNTY COMMISSIONERS

Asia Williams, Commissioner

Brian Domke, Chair

Ron Korn, Commissioner

ATTEST:

Deputy Clerk

CONTRACT ADDENDUM No. 1

BOYCOTTING ISREAL- If payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, then Contractor hereby certifies that it is not currently engaged in and will not, for the duration the Agreement, engage in a boycott of the goods or services of the state if Isreal or territories under its control as those terms are defined in the Anti-Boycott Against Isreal Act (Idaho Code § 67-2346).

GOVERNMENT OF CHINA – Contractor hereby certifies that it is ~~not~~, and will not, for the duration of the Agreement, be owned or operated by the government of China as set forth at Idaho Code § 67-2359.

CONTRACT WITH ABORTION PROVIDERS – To the extent the Agreement is subject to the use of public funds, Contractor hereby certifies that it is not, and will not, for the duration on the Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the No Public Funds for Abortions Ace (Idaho Code §§ 18-8701 et seq.).

Debbi Hewett
Agent for Contractor

8/15/2025
Date

MASTER AGREEMENT

Bonner County, the Kootenai County Emergency Medical Services System and Spirit Lake Fire Protection District

AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL TRANSPORT SERVICES IN BONNER COUNTY, IDAHO

THIS AGREEMENT is made by and between **Bonner County**, State of Idaho, (hereinafter referred to as "Bonner County"), the **Kootenai County Emergency Medical Services System** (hereinafter referred to as "KCEMSS"), and **Spirit Lake Fire Protection District** (hereinafter referred to as "Spirit Lake Fire").

PURPOSE

WHEREAS, the parties hereto desire to combine and unify pre-hospital medical services, including both emergency and non-emergency medical services, in a defined area within Bonner County and to provide for certainty, consistency and economy in the management and delivery of those services, and;

WHEREAS, the parties to this Agreement agree to provide pre-hospital emergency and non-emergency medical services to sick and/or injured persons;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth and for other good and valuable consideration, the parties mutually promise, covenant and agree as follows:

Bonner County, by the terms of this Agreement, hereby authorizes KCEMSS and Spirit Lake Fire, with the agreement and assistance of the KCEMSS Medical Director, to operate within the area of Bonner County described in Attachment "A" hereto, which is incorporated into this Agreement by reference herein.

TERM

The term of this Agreement shall commence on October 1, 2025 for a period of one year. This Agreement shall renew automatically annually for an additional fiscal year (October 1 through September 30) under the same terms and conditions identified herein, except for the compensation to be paid by Bonner County. Compensation for the services provided herein shall be negotiated annually by the parties in good faith by no later than April 1st of the current contract year. If an Agreement has not been reached by May 1st of the contract year, the Agreement shall be automatically terminated on September 30th of the contract year.

AMENDMENTS AND NOTICE

- a) This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by all parties.
- b) All notices and other written communication between the parties shall be provided as follows:

Notices and communications to be given to KCEMSS shall be addresses to and delivered to the following address:

Kootenai County Emergency Medical Services System
4381 W. Seltice Way
Coeur d'Alene, ID 83814

Notice and communication as required to be given to Bonner County shall be addressed to and delivered at the following address:

Bonner County Emergency Medical Services
521 S. Division Ste 131
Sandpoint, ID 83864

Notice and communication as required to be given to Spirit Lake Fire shall be addressed to and delivered at the following address:

Spirit Lake Fire Protection District
32182 N. Sixth Ave.
Spirit Lake, ID 83869

COMPENSATION

During the initial term of this Agreement, KCEMSS will be compensated a total amount of \$9,564.00, to be paid in equal monthly installments of \$797.00 commencing in October of 2025.

INDEPENDENT CONTRACTOR

It is agreed that the relationship created by this Agreement between Bonner County, KCEMSS and Spirit Lake Fire is one of an Independent Contractor and not that of employer/employee. Neither KCEMSS, Spirit Lake Fire, nor any employees of KCEMSS or Spirit Lake Fire, nor any KCEMSS medical service provider which provides services consistent with the Agreement are employees of Bonner County. Bonner County is interested in only the results obtained pursuant to this Agreement.

None of the benefits provided by Bonner County to its employees, including but not limited to compensation, insurance, and unemployment insurance, are available from Bonner County to KCEMSS, Spirit Lake Fire and/or its agents, employees, and cooperating or assisting personnel.

KCEMSS and Spirit Lake Fire are solely and entirely responsible for their acts and the acts of its agents, employees, and cooperating or assisting personnel during the performance of this Agreement.

None of the benefits provided by KCEMSS or Spirit Lake Fire to its employees, including but not limited to compensation, insurance, and unemployment insurance, are available from KCEMSS or Spirit Lake Fire to Bonner County and/or its agents, employees, and cooperating or assisting personnel. Bonner County is solely and entirely responsible for its acts and the acts of its agents, employees, and cooperating or assisting personnel during the performance of this Agreement.

Bonner County shall have no liability for any error, omission, act of negligence in any medical service provided or not provided to patients by KCEMSS, Spirit Lake Fire or any of KCEMSS' agents, employees, and cooperating or assisting personnel. KCEMSS and Spirit Lake Fire shall have no liability for any error, omission, act of negligence in any medical service provided or not provided to patients by Bonner County or any of Bonner County's agents, employees, and cooperating or assisting personnel.

KCEMSS and Spirit Lake Fire shall be responsible for all Federal and State taxes, Social Security, Medicare taxes, and Self-Employment related taxes and obligations, including Federal and State income tax withholding, Social Security contributions, and similar obligations for employees and staff that KCEMSS or Spirit Lake Fire may employ. KCEMSS and Spirit Lake Fire shall obtain Worker's Compensation insurance for KCEMSS, Spirit Lake Fire, and any agents, employees and staff that KCEMSS may employ, and provide to Bonner County proof of such coverage or proof that Worker's Compensation is not required by law. KCEMSS and Spirit Lake Fire shall indemnify Bonner County and hold Bonner County, its agents and departments harmless from any and all claims for these obligations and taxes (including but not limited to Social Security taxes arising out of KCEMSS' and Spirit Lake Fire's failure to pay such fees, taxes, contributions and other obligations).

Bonner County shall be responsible for all Federal and State taxes, Social Security, Medicare taxes, and Self-Employment related taxes and obligations, including Federal and State income tax withholding, Social Security contributions, and similar obligations for employees and staff Bonner County may employ. Bonner County shall obtain Worker's Compensation insurance for Bonner County and any agents, employees and staff that Bonner County may employ, and provide to KCEMSS and Spirit Lake Fire proof of such coverage or proof that Worker's Compensation is not required by law. Bonner County shall indemnify KCEMSS and Spirit Lake Fire and hold KCEMSS and Spirit Lake Fire, its agents and departments harmless from any and all claims for these obligations and taxes (including but not limited to Social Security taxes arising out of Bonner County's failure to pay such fees, taxes, contributions and other obligations).

Bonner County understands that KCEMSS and Spirit Lake Fire does not provide any general liability, property, medical malpractice, or workers' compensation insurance covering its respective medical service providers, including, without limitation, Timberlake Fire Protection District, Northern Lakes Fire Protection District, Kootenai County Fire and Rescue, and the City of Coeur d'Alene, nor any of their employees; rather, each medical service provider is covered by

its own insurance. KCEMSS agrees to make its best efforts to ensure that each such provider provides Bonner County with proof of insurance consistent with the provisions of this Agreement with ten (10) days following the signing of the Agreement.

EMS STANDARDS AND PRACTICES

It is agreed by the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau, as set forth in Idaho Code §§ 56-1011 through 56-1018B; the Rules Governing Emergency Medical Services, IDAPA 16.02.03; Standards Manuals as developed and published by the EMS Bureau, and all other relevant statutes and administrative rules pertaining to the provision of EMS services currently or subsequently adopted by the State of Idaho.

The parties agree that the KCEMSS medical director shall be the sole medical director for all KCEMSS and Spirit Lake Fire responses and operations within Bonner County. The parties further agree that the KCEMSS policies and protocols shall govern all KCEMSS and Spirit Lake Fire responses and operations within Bonner County.

KCEMSS and Spirit Lake Fire understands and agrees that each licensed member of their organization must be granted the right to practice by its medical director at a practice level determined by the medical director that may be below but cannot exceed the level at which the member is licensed by the State of Idaho.

KCEMSS and Spirit Lake Fire shall agree to maintain annual agency licensure through the Idaho EMS Bureau as required by statute or administrative rule at a licensure level appropriate to the level of service being provided.

The parties hereto mutually covenant and agree to deal with each other at all times with respect, in a good faith manner, in performance of this Agreement. 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.

INSURANCE

KCEMSS, Spirit Lake Fire, and Bonner County shall maintain Commercial General Liability insurance with minimum limits of \$500,000 Occurrence / \$1,000,000 Aggregate, including coverage for premises and operations, contractual liability, personal injury liability, and products/completed operations liability (if applicable). All parties agree to provide and be financially responsible for their own personnel, liability and property insurance. It is further agreed that each party hereto shall provide each other with proof of insurance consistent with the above provisions with ten (10) days following the signing of the Agreement.

MALPRACTICE

KCEMSS, Spirit Lake Fire, and Bonner County mutually agree to provide a certificate of medical malpractice liability insurance in the amount of One Million Dollars (\$500,000/\$1,000,000

aggregate) to each party listed in this Agreement. All employees who provide services under this Agreement shall be covered under the terms of their respective employer's Medical Malpractice Liability Certificates. Each party shall assume all liability for the services provided by its respective employees in association with this Agreement.

ADDITIONAL DUTIES AND RESPONSIBILITIES OF KCEMSS AND SPIRIT LAKE FIRE

The essential services/responsibilities to be performed by KCEMSS and Spirit Lake Fire on an as-needed basis are as follows:

1. KCEMSS and Spirit Lake Fire will comply with any request for information made by Bonner County as the requested information relates to any provision of this agreement.
2. KCEMSS and Spirit Lake Fire will be the primary BLS/ILS transport unit in the service area defined in Attachment A.
3. KCEMSS will be responsible for all ambulance billing and collections and will retain all monies when KCEMSS transports, except that billing and collection for ALS calls involving a Bonner County EMS (BCEMS) paramedic and a transport unit operated by Spirit Lake Fire (and owned by KCEMSS) shall be performed as set forth in Attachment B.

COMPLIANCE

Failure to comply with any provision of this Agreement by KCEMSS or Spirit Lake Fire shall entitle Bonner County to withhold any monies payable after notice of breach and failure to cure in accordance with this Agreement.

TERMINATION FOR CONVENIENCE

Any party to this Agreement may terminate this Agreement in accordance with the provisions identified herein. A party seeking to terminate this Agreement shall give the other party at least thirty (30) days written notice before such withdrawal shall become effective. Any unearned payments received by KCEMSS shall be reimbursed to Bonner County based on the prorated amount in accordance with the days of service rendered for the month.

INVALIDITY

If any portion of this Agreement is determined to be invalid or enforceable 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 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 and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Bonner County should fail to fund BCEMS as set forth above, Bonner County, KCEMSS and Spirit Lake Fire hereto shall be relieved of any further performance under the terms of this Agreement.

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.

ATTORNEY'S FEES

If any party is required to enforce a breach or termination of this Agreement, that party shall be entitled to recover its reasonable attorney fees and costs from the breaching party, whether with suit or without suit.


COMPLETE AGREEMENT

This Agreement, including **Attachments A, B and C** hereto, constitutes the complete and final understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement signed by KCEMSS and Bonner County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

DATED this 28th day of August, 2025.

**KOOTENAI COUNTY EMERGENCY
MEDICAL SERVICES SYSTEM**



Leslie Duncan, Chairman

ATTEST:



Tracy Abrahamson, Secretary

DATED this ____ day of _____, 2025.

SPIRIT LAKE FIRE PROTECTION DISTRICT

Gary Pfahler, Chairman

ATTEST:

Anne Boisvert, Secretary

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.

ATTORNEY'S FEES

If any party is required to enforce a breach or termination of this Agreement, that party shall be entitled to recover its reasonable attorney fees and costs from the breaching party, whether with suit or without suit.

COMPLETE AGREEMENT

This Agreement, including **Attachments A, B and C** hereto, constitutes the complete and final understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement signed by KCEMSS and Bonner County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

DATED this ____ day of _____, 2025.

**KOOTENAI COUNTY EMERGENCY
MEDICAL SERVICES SYSTEM**

ATTEST:

Leslie Duncan, Chairman

Tracy Abrahamson, Secretary

DATED this 27th day of AUGUST, 2025.

SPIRIT LAKE FIRE PROTECTION DISTRICT

ATTEST:



Gary Pfahler, Chairman



Anne Boisvert, Secretary

DATED this ____ day of _____, 2025.

**BONNER COUNTY
BOARD OF COMMISSIONERS**

ATTEST:

Asia Williams, Commissioner

By: _____
Deputy Clerk

Brian Domke, Chair

Ron Korn, Commissioner

DRAFT

ATTACHMENT A

ALS Transport Coverage Area

KCEMSS, Spirit Lake Fire and Bonner County agree that those areas of Bonner County that are within Spirit Lake Fire Protection District will be covered by EMS transport service by Spirit Lake Fire Protection District or other units designated by the Kootenai County Emergency Medical Services System.

Advanced Life Support response shall be selected based upon the closest (based upon mileage from the assigned station to the call) available paramedic staffed unit including resources from Bonner County Priest River Station and any Kootenai County paramedic staffed unit. The ALS coverage area to which this paragraph shall apply shall run along the southern border of Bonner County west of 4265 Kelso Lake to the Washington state line and north to mile marker 30.3 on Highway 41 (including Three Rocks Lane to the state line, Tower Mountain Road to the end).

Both parties further agree to act upon requests for EMS mutual aid whenever each respective county has units that are available within a reasonable response time to the incident. Neither party will expect compensation from the other regarding these responses. This agreement does not cover rescue services or other activities related to the duties and responsibilities of the respective fire protection districts.

ATTACHMENT B

ALS Transport Billing and Reimbursement Procedures

The billing and reimbursement procedure for all ALS Transport calls involving a BCEMS paramedic and a transport unit operated by Spirit Lake Fire (and owned by KCEMSS) shall be as follows:

1. BCEMS will submit all ALS transport reports for all calls involving a BCEMS paramedic and a transport unit operated by Spirit Lake Fire (and owned by KCEMSS). ALS reports covering the previous month must be delivered to the KCEMSS billing contractor, Systems Design, no later than the 15th of the month.
2. KCEMSS will reimburse BCEMS \$65.00 for each report that is submitted and billed as an ALS call, and payment received as an ALS call by System Design Billing.
3. KCEMSS will reimburse BCEMS once KCEMSS has received full payment for the transport.
4. KCEMSS will provide BCEMS with a quarterly update regarding all unpaid invoices.

ATTACHMENT C

Terms Required by Idaho Law

BOYCOTTING ISRAEL- If payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, then Contractor hereby certifies that it is not currently engaged in and will not, for the duration the Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the Anti-Boycott Against Israel Act (Idaho Code § 67-2346).

GOVERNMENT OF CHINA- Contractor hereby certifies that it is not, and will not, for the duration of the Agreement, be owned or operated by the government of China as set forth at Idaho Code § 67-2359.

CONTRACT WITH ABORTION PROVIDERS- To the extent the Agreement is subject to the use of public funds, Contractor hereby certifies that it is not, and will not, for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the No Public Funds for Abortions Act (Idaho Code §§ 18-8701 et seq.).

**SPIRIT LAKE FIRE PROTECTION DISTRICT
RESOLUTION ADOPTING THE BONNER COUNTY/KOOTENAI COUNTY EMERGENCY
MEDICAL SERVICES SYSTEM/SPIRIT LAKE FIRE PROTECTION DISTRICT
AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY
MEDICAL TRANSPORT SERVICES IN BONNER COUNTY, IDAHO**

RESOLUTION NO. 25-08

WHEREAS, Idaho Code Section 31-1417 provides that a board of fire protection commissioners shall have discretionary powers to manage and conduct the business and affairs of the district; and

WHEREAS, Idaho Code Section 31-1417 (5) vests the board of fire protection commissioners with the power "to adopt such rules and resolutions as may be necessary to carry out their duties and responsibilities"; and

WHEREAS, the board of fire protection commissioners deems it in the best interest of the Spirit Lake Fire Protection District to enter into the Agreement entitled "Bonner County, Kootenai County Emergency Medical Services System, and Spirit Lake Fire Protection District Agreement for the Provision of Emergency and Non-Emergency Medical Transport Services in Bonner County." A copy of the Agreement, which contains all of the terms, conditions, and obligations for which the parties are responsible as part of their participation in the Agreement, is attached hereto as "Exhibit A" and by reference made a part hereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners for the Spirit Lake Fire Protection District as follows:

1. Each paragraph above is incorporated by reference and made a part hereof as material and operative provisions of this Resolution; and
2. The Board of Commissioners for the Spirit Lake Fire Protection District authorizes and approves the attached Agreement ("Exhibit A") and such other related documents that are necessary for the Spirit Lake Fire Protection District to fulfill its obligations under the Agreement; and
3. Confirms that this Resolution shall become effective immediately upon its passage or approval, or as otherwise provided by law.

Upon a motion to adopt the text of the foregoing Resolution made by Commissioner PFÄHLER, seconded by Commissioner MELIZA, the following vote was recorded:

Commissioner Meliza:	<u>04</u> Yes	____ No	____ Absent
Commissioner Pfahler:	<u>W1</u> Yes	____ No	____ Absent
Commissioner Tapscott:	<u>WDD</u> Yes	____ No	____ Absent

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Commissioners of the Spirit Lake Fire Protection District, in Spirit Lake, Idaho on the 27th day of August, 2025.

Spirit Lake Fire Protection District



Gary Pfahler, Chairman



Dan Meliza, Commissioner



Mark Tapscott, Commissioner

At a duly called meeting of the governing body of the Spirit Lake Fire Protection District held in accordance with all applicable legal requirements including open meeting laws, on the 27th day of August 2025, Resolution 25-08 was introduced and adopted.

ATTEST:


Anne Boisvert, District Secretary