

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 05
Series of 2011

TITLE: A RESOLUTION APPROVING THE RENEWAL AND AMENDMENT OF AN INTERGOVERNMENTAL AGREEMENT FOR AMBULANCE SERVICES AMONG THE CITY, THE WHEAT RIDGE FIRE PROTECTION DISTRICT AND PRIDEMARK PARAMEDIC SERVICES, LLC.

WHEREAS, the City of Wheat Ridge, the Wheat Ridge Fire Protection District and Pridemark Paramedic Services, LLC, entered into an Intergovernmental Agreement on January 23, 2006 (the "IGA") to ensure the availability of adequate emergency ambulance service within the entire corporate boundaries of the City of Wheat Ridge and the boundaries of the Wheat Ridge Fire Protection District; and

WHEREAS, all parties to the IGA sent representatives to IGA review committee meetings; and

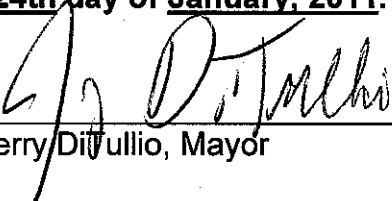
WHEREAS, such committee has completed its review of the services rendered under the IGA and has recommended certain amendments to the IGA; and

WHEREAS, the City Council desires to approve the renewal of the IGA for the calendar year January 2011 through January 2012, subject to those amendments and recommendations made by the review committee, as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, that:

The Intergovernmental Agreement for Ambulance Services dated January 23, 2006, between the City of Wheat Ridge, the Wheat Ridge Fire Protection District, and Pridemark Paramedic Services, LLC, is hereby approved and renewed for the calendar year January 2011 through January 2012.

DONE AND RESOLVED THIS 24th day of January, 2011.



Jerry DiTullio, Mayor

ATTEST: 

Michael D. Snow, City Clerk



INTERGOVERNMENTAL AGREEMENT

AN AGREEMENT AMONG THE CITY OF WHEAT RIDGE, THE WHEAT RIDGE FIRE PROTECTION DISTRICT, AND PRIDEMARK PARAMEDIC SERVICES, LLC., FOR AMBULANCE SERVICES.

1.0 PARTIES. The parties to this Agreement are the City of Wheat Ridge, a Colorado municipal corporation (hereinafter referred to as the "City"), Wheat Ridge Fire Protection District, an independent, quasi-municipal corporation, (hereinafter referred to as the "Fire District") and Pridemark Paramedic Services, LLC. (hereinafter referred to as the "Company").

2.0 RECITALS AND PURPOSE. The City and Fire District desire to ensure the availability of adequate emergency ambulance service within the entire corporate limits of the City of Wheat Ridge, and the boundaries of the Fire District, and the Company agrees to provide such services pursuant to the terms of this Agreement.

3.0 TERMS AND CONDITIONS.

3.1 Service. The Company will maintain a response time of five (5) minutes and thirty (30) seconds on emergency responses 90% of the time and a response time of eight minutes on non-emergency 90% of the time. The Company shall make available a minimum of one (1) ALS ambulance to respond to calls for medical assistance within the City and Fire District at all times. The Company further agrees to make available backup ambulances to the City and Fire District with response times of eight (8) minutes or less.

If the Company is unable to respond with a backup ambulance the Company shall immediately call another ambulance company to provide the required ambulance service and shall immediately notify the City dispatcher.

3.2 Calls. In consideration of keeping such ambulances available, the City and Fire District agree that except when a helicopter is used, in all cases where a request is made to the City or Fire District for emergency ambulance service and/or where ambulance service is found to be needed in the course of investigative or rescue operations, all such calls shall be referred to the Company.

3.2.1 The Company further agrees that it shall respond to all calls directed by the City or Fire District, and shall perform its duties under the direction and control of the requesting agency.

3.3 Compliance with Law and Accreditation. The Company agrees to comply with all federal, state, county, and local statutes, regulations, or ordinances in its provision of the services described within this Agreement, and to maintain its current ambulance license issued by Jefferson County. The Company agrees that its records and rosters regarding equipment, vehicles, and training may be reviewed by the City or Fire District during regular business hours.

3.4 Communications. The Company agrees to maintain communications capabilities with the City of Wheat Ridge Police/Fire Communications Center and all police, fire, and ambulance vehicles and equipment, as well as communications between the Company's vehicles and the City and Fire District personnel on scene, and to maintain two back-up speed dial lines containing the caller identification feature to the Communication Center, all at the Company's expense using direct telephone line capabilities. The Company agrees to maintain channels one and two on the frequency of the Company's vehicles and dispatch center. All radios used shall be programmed by Lakewood/West Metro Area communication personnel.

3.5 Medical Supervision. The Company agrees to utilize a Physician Advisor agreed upon by the City and Fire District. A Physician Advisor is defined as a physician who establishes protocols for medical acts performed by paramedics, and who is specifically designated and responsible to assure the competency of the performance of those acts allowed by such paramedics. The parties hereto agree that this Section 3.5 shall be in effect only for the scope of service detailed in this Agreement. The Company further agrees to adhere to, as a minimum standard, the Denver Metropolitan Paramedic

Protocols, as amended, with respect to medical acts not governed by the protocols developed by the Company Physician Advisor.

3.6 Rates. The Company shall be allowed to charge patients it's usually and customary rates. A copy of the Company's current rate schedule attached to this Agreement as Exhibit A. Any changes to the rate schedule which exceed a Denver-Boulder Medical CPI must be approved by the City and Fire District before taking effect. Rates will be evaluated as part of the performance evaluation.

4.0 HELICOPTER. It is understood that in cases of extreme emergency, it may be necessary to use a helicopter in lieu of, or in addition to, the Company's ground services. Such medical decisions to use the helicopter service shall be made by the police and/or fire personnel or Company personnel on scene, with the primary responsibility for such medical decision making resting with the Company after consultation with fire and police personnel on the scene.

5.0 CONTROL. The Wheat Ridge Police Department shall have control of all crime scenes to which the Company is requested to respond. The Wheat Ridge Fire Protection District's ranking officer on scene shall have control of all fire and EMS scenes. Company employees shall follow the orders and directions given by the appropriate Police or Fire personnel, as such orders relate to scene control. The Company shall be in charge of all medical treatment, patient care and transport issues, and shall consult appropriate police and fire personnel upon arrival at the scene.

6.0 TRAINING. The Company agrees to provide upon request by either the City or the Fire District and at the Company's own expense, personnel to assist with the training of the City police department personnel and/or Fire District personnel in the areas of First Responder, EMT and CPR classes, along with appropriate CE medical training. These classes shall be held at times mutually agreed upon by the parties hereto.

7.0 EQUIPMENT.

7.1 The Company shall furnish, at its own expense, ambulances and accessory equipment. All one-time use medical equipment expended in the performance of care by Fire District/Department personnel shall be replaced by the Company.

7.2 The Company agrees that Jefferson County or any other licensing authority shall have the right to inspect on an annual basis the Company's vehicles used for performance of ambulance service, for the purpose of determining safety standards of the vehicles used and, further, to ensure that the vehicles so used are equipped with that accessory equipment required by the Department of Health, and said equipment shall be in proper working order for the use in Advanced Life Support treatment. A permit issued by the County or any other licensing authority shall be deemed as evidence of said annual inspections.

7.3 The Company agrees, when operating its ambulance vehicles in an emergency or non-emergency capacity, said vehicles will be driven in a safe and prudent manner, in compliance with all State statutes, City and County ordinances relating to the operation of emergency vehicles.

8.0 COMPANY EMPLOYEES. Each crew shall consist of no less than a licensed paramedic and one qualified EMT whose qualification meet the guidelines of the statutes, rules, and regulations of the Emergency Medical Services Division of the Colorado Department of Health, as amended, and are acceptable to the Company Physician Advisor.

8.1 The Company agrees, while operating its ambulance in and around the City and Fire District boundaries, the employees of the Company shall maintain a professional attitude and performance standard and level of conduct for Emergency Medical Technicians and Paramedics.

8.2 The Company agrees to notify the City and Fire District within thirty (30) days of changes in personnel. Staff changes shall never degrade the level of services provided by the Company.

9.0 TERM. The parties mutually agree and understand that the term of this Agreement shall be for a period of one (1) year from January 2006 thru January 2007 and upon the expiration of said period, this Agreement may continue for four (4) additional one-year periods, subject to the provisions hereof, provided that no event shall this Agreement continue for a period beyond five (5) years from the date of execution hereof. Said Agreement shall be renewed for successive one (1) year periods, as provided herein, subject to review and performance evaluation by the Wheat Ridge City Council and the Wheat Ridge Fire District annually. This Agreement may be terminated by either the City Council or the Fire District, following said review, or pursuant to the provisions of this Agreement. Unless so terminated, this Agreement shall continue in full force and effect. In addition, the Company's performance shall be reviewed semi-annually by the City, Fire District and Physician Advisor. The parties further agree that the City or Fire District, upon a determination that the Company is not performing the agreed upon services in a reasonable manner and/or in a timely fashion, shall give written notice of such dissatisfaction, and failure of the Company to develop and implement a plan to rectify substandard practices within ten (10) days from receipt of notice thereof, shall give rise to the cancellation of this Agreement. Should such determination of dissatisfaction result from a particular incident, the City or the Fire District will attempt to give oral notice within two (2) business days of the incident giving rise to the dissatisfaction. Upon issuance of a second notice of dissatisfaction, the City or Fire District may, at its option, cancel this Agreement without affording the Company the opportunity to correct the complained of substandard practice.

9.1 Nothing contained herein shall be construed as establishing any obligation on behalf of the City and/or Fire District to make any monetary payment or other subsidy to the Company by virtue of this agreement.

9.2 This Agreement shall remain in full force and effect provided, however, that either party may terminate this Agreement sooner, other than for cause, upon one hundred twenty (120) days notice.

This termination provision shall also be applicable to any renewable period exercised by the parties.

9.3 If any party fails to comply with any term of this Agreement, any other party may terminate this Agreement immediately upon written notice indicating the termination date and/or sue for breach of contract. In such event, the prevailing party in such dispute shall be entitled to its reasonable costs, including its attorneys' fees.

9.4 The obligations of the City and the Fire District hereunder are expressly subject to the approval of annual appropriations, therefore. In the event of non-appropriation, this Agreement shall be deemed terminated as of the end of the fiscal year for which funds have been appropriated. Termination of the Agreement for this reason shall not constitute a default or breach of the Agreement within the scope of Section 9.3. This Agreement does not create or constitute a multi-year fiscal obligation of the City or of the Fire District.

10.0 ASSIGNMENT. Except as provided in this Section, the Company may not assign or subcontract, its rights and obligations under this Agreement, without this prior written approval of the City and Fire District.

11.0 POLICY. The Company agrees to be a participating member in any review committee which is established by the City, the Fire District or by the approved Physician Advisor. The purposes of this committee shall be to act in an advisory capacity only as to the operational and administrative terms contained within this Agreement. This will include review of response times and determination of allowable exemptions as determined by the committee.

12.0 LIABILITY. Notwithstanding any language to the Contrary contained in this Agreement, the Company is an independent contractor and is not an employee or agent of the City or Fire District. The Company assumes all liability for and agrees to indemnify and hold harmless the City and Fire District. The Company assumes all liability for and agrees to indemnify and hold harmless the City and Fire District from any and all claims for injuries or damages, including attorney's fees, arising from the Company's performance or lack of performance under this Agreement except to the extent such claim for injury or damages which are the direct and proximate result of an act or order of a police officer or other employee or volunteer of the City or Fire District.

13.0 INSURANCE. The parties further agree and understand that the Company shall maintain and keep in force an automobile insurance liability Policy with a minimum coverage of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

13.1 The Company shall maintain and keep in force a Professional and General Liability insurance policy covering the employees of the Company for any and all malpractice and/or negligent acts performed or committed by those employees of the Company. Coverage for Professional/General liability shall be a minimum of one million dollars (\$1,000,000) for any one claim and one million dollars (\$1,000,000) combines single limit bodily injury and property damage.

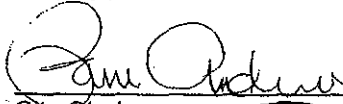
13.2 Provided, however, that any language contained in this paragraph 13 to the contrary notwithstanding, the Company agrees that there shall be in effect, no less than one million dollars (\$1,000,000) of insurance protection for each of the types of insurance protection specified in paragraph 13.1 hereof, which one million dollars (\$1,000,000) of minimum insurance coverage shall be available to each person or patient attended to or transported by the Company pursuant to the terms hereof. The Company also agrees to furnish the City and Fire District a Certificate of Insurance evidencing the minimum amounts of coverage described above, and said policy shall further provide a specific provision relating that, in the event of cancellation of said policy, the City and Fire District shall be notified in writing ten (10) days prior to cancellation. The Company agrees to name the City and Fire District as additional insured parties.

13.3 The Company shall maintain and keep in force a Workers' Compensation insurance policy for all its employees. This coverage shall meet the statutory limits set forth by the state of Colorado.

13.4 Each party shall be responsible for its own negligent acts, provided, however, that nothing in this Agreement shall waive any immunity, defense, or limitation of liability available to either the City or the Fire District under the Colorado Governmental Immunity Act, Section 24-10-101, et. Seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement and intend for it to be in full force and effect on the 23rd day of January, 2006.

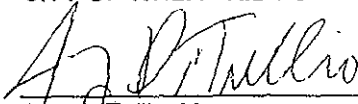
ATTEST:



Pam Anderson
City Clerk

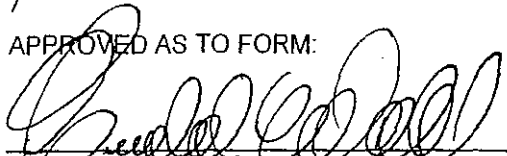


CITY OF WHEAT RIDGE



Jerry DiTullio, Mayor

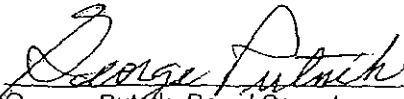
APPROVED AS TO FORM:



Gerald Dahl, City Attorney

WHEAT RIDGE FIRE DISTRICT

ATTEST:

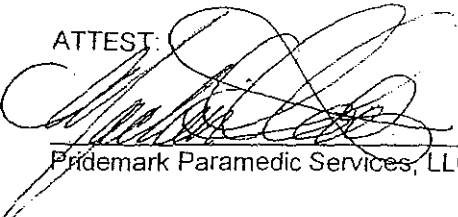

George Putnik, Board Secretary



Elizabeth Willis, 2nd Vice President

APPROVED AS TO FORM:


Barry Hudson, Attorney

PRIDEMARK PARAMEDIC SERVICES, LLC

ATTEST:

Pridemark Paramedic Services, LLC


(Authorized Representative)