



## **ORDINANCE 2025-05**

### **AN ORDINANCE AGREEMENT WITH RURAL ALASKA EMERGENCY SERVICES (RAES) AND DELTA MEDICAL TRANSPORT, LLC (DMT) FOR EMERGENCY MEDICAL SERVICES**

The City Council of the City of Delta Junction, Alaska finds that:

- A. In the past the City of Delta Junction ("the City") provided ambulance services through a system of volunteers and City-owned equipment and facilities.
- B. The City entered into a Professional Services Contract with DMT on February 5, 2013, and continued to contract until March 31, 2025.
- C. The City finds that DMT has continued to perform very well and that the current level of emergency response services continues at a very high level.
- D. To support the entire community's continued need of medical services and transport Rural Alaska Emergency Services (RAES) was developed to assist with financial support and continued community involvement.
- E. RAES proposed a structure that would include the City and the Deltana Community to assist with keeping an ALS ambulance service in our community.
- F. The subject matter of the proposed agreement of a Professional Services Contract involves professional services exempt from the requirement of a competitive process under City Ordinance §1.41.035(i).
- G. The City faces little risk in entering into a one-year contract with the possibility of extending a Professional Services Contract with RAES and DMT because it may be terminated by the City without cause at any time on a ninety (90) days' notice.

**WHEREAS**, the reason for the agreement - The charges DMT needs to make are beyond the amounts that the City has but RAES is prepared to assist and without this agreement the City may no longer be able to provide EMS.

**NOW, THEREFORE,** in consideration of those Findings, it is enacted by the City Council of the City of Delta Junction, Alaska:

1. The City agrees to a **CONTRACT FOR PROFESSIONAL SERVICES** with RURAL ALASKA EMERGENCY SERVICES AND DELTA MEDICAL TRANSPORT, LLC according to the terms and conditions of the **CONTRACT FOR PROFESSIONAL SERVICES** and attached to this Ordinance as **Attachment A**.

2. The City hereby applies the **CONTRACT FOR PROFESSIONAL SERVICES** for the period April 1, 2025, until March 31, 2026, and hereby ratifies and approves any and all payments made to RAES under said contract for the period of one year.

3. This Ordinance is of a permanent and general character, shall be included in the City of Delta Junction Municipal Code of Ordinances, and shall take effect immediately upon adoption.

Introduction:	March 10, 2025
First Reading:	March 10, 2025
Public Hearing:	March 18, 2025
Second Reading:	March 18, 2025
Adoption:	March 18, 2025

**PASSED AND APPROVED** this 18th day of March 2025 by a duly constituted quorum of the City Council of the City of Delta Junction.

\_\_\_\_\_  
 CITY                      Igor  
 Zarembo, Mayor  
 SEAL

	YES	NO	ABSENT	ABSTAIN
Seat A: Leith				
Seat B: Mitchell				
Seat C: Prestegard				
Seat D: Zarembo				
Seat E: Stricklin				
Seat F: Hallgren				
Seat G: Reisner				

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 Pat White, City Clerk

## **EMERGENCY MEDICAL SERVICES AGREEMENT**

This Emergency Medical Services Agreement (the "Agreement") is entered into and made as of April 1 2025 (the "Effective Date"), by and between Rural Alaska Emergency Services, an Alaska nonprofit corporation ("RAES"), with an address of P.O. Box 1671, Delta Junction, Alaska 99737, Delta Medical Transport, LLC, an Alaska limited liability company ("DMT"), with an address of P.O. Box 1459, Delta Junction, Alaska 99737, and the City of Delta Junction, an Alaska 2<sup>nd</sup> Class City ("City"), with an address of P.O. Box 229, Delta Junction, Alaska 99737. RAES, DMT, and the City may be referred to herein individually as "Party" and collectively as "the Parties."

### **RECITALS**

WHEREAS, the Parties desire to continue to provide emergency medical services to the Delta Response Area (Exhibit A) to ensure that the mutual aid agreement with Fort Greely remains in place so that essential emergency medical services are not interrupted,

WHEREAS, the City entered a contract with Delta Medical Transport ("DMT") dated June 30, 2022 to provide certain emergency medical services described in that agreement; and

WHEREAS, at a City Council meeting on February 18, 2025, the City agreed to extend its contract with DMT through March 31, 2025; and

WHEREAS, the mutual aid agreement between Fort Greely and the City expires on March 13, 2025; and

WHEREAS, Fort Greely requires a minimum one-year agreement between the Parties to continue to provide mutual aid, which must be reached prior to March 13; and

WHEREAS, the City must approve the Agreement, and requires a first and second reading at the City Council prior to such approval; and

WHEREAS, the City is committed to supporting emergency services but has limited financial resources to do so; and

WHEREAS, DMT is currently providing ambulance services pursuant to contract following a proposal approved by the City on December 19, 2023, to be implemented January 1, 2024, and

WHEREAS, although a new request for proposals for the provision of emergency medical services is preferred, the short timeline to reach an agreement and the recency of the current proposal necessitate DMT continuing to provide services for one year;

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Services.** DMT shall provide professional services as described in Exhibit A (“the Services”). DMT shall have the right to control the means and manner by which the Services are performed. DMT generally may perform the Services at such times as it deems appropriate, provided that it completes the Services in a satisfactory and timely manner as reasonably requested by RAES and as required by the nature of providing emergency medical Services. DMT shall not subcontract or otherwise delegate its obligations under this Agreement without RAES’s prior written consent.

2. **Obligations of the City and RAES.** In addition to compensation as set forth below, the City and RAES shall have the obligations set forth in Exhibit B (“the City and RAES Obligations”).

3. **Term of Agreement.** This Agreement shall be in effect from the Effective Date until it terminates, as follows (“Term”):

- a. Unless extended by mutual agreement, this Agreement begins April 1, 2024 and terminates on March 31, 2026.
- b. This contract may be terminated for cause by any party on ninety (90) days written notice of breach. The notice shall describe the breach with specificity and the requirements for the cure of the breach.
- c. This contract may be terminated without cause by either party on ninety (90) days written notice.

4. **Compensation.** RAES shall pay DMT for its Services according to the compensation structure described in Exhibit C (“Fee Schedule”).

a. RAES will pay DMT for Services pursuant to the Fee Schedule. RAES’s payment obligation is limited to the net funds it actually has available to expend. Net funds means all funds available to RAES for the Delta Response Area, including payments from the City, minus the necessary expenses required for RAES to operate.

b. In the event the funds available to RAES are not sufficient to make the required payments set forth in the Fee Schedule, the City will make additional payments to RAES to make up the difference.

c. The Parties recognize and agree that RAES is actively raising funds to support ambulance services in the Delta Response Area and that it does not yet have sufficient funds available to meet its potential payment obligation in this Agreement. RAES is acting in good faith to raise those funds. The Parties agree that RAES shall not be liable for payment for Services billed by DMT beyond the funds that it has available (as defined above) at any time during the term. The City is also actively pursuing additional revenue to support this contract. In

the event RAES does not have sufficient funding, including funding available from the City, the Parties may terminate this Agreement as set forth above.

d. All City funding specified in the Fee Schedule is appropriated as of the Effective Date and upon approval by the City Council.

**5. Additional Terms.**

a. The Parties will schedule monthly progress meetings to ensure smooth operations. RAES will provide regular updates to the public to ensure transparency.

b. The Parties will support the planned State-sponsored EMS Assessment in a good faith process of developing a viable, sustainable long term plan/s for EMS in Delta, with associated funding supports.

c. The Parties desire to strengthen the First Responder and Basic Life Support (BLS) network in the local area and will work together and with other local partners to develop this goal. RAES will explore grant funds for training. This could include working with our local high school, Partners for Progress, local fire departments and other entities throughout the contract period.

**6. Independent Contractor Relationship.**

a. DMT's relationship with the other Parties shall be that of an independent contractor. Nothing in this Agreement is to be construed as creating an employment or any other relationship. DMT shall not be entitled to any employment-related benefits the other Parties may provide to their employees, if any, including without limitation paid time off, group health insurance and other similar benefits.

b. DMT may provide services to other persons or entities; provided that these other services do not infringe on DMT's ability to perform this Agreement. .

c. DMT shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to its performance of the Services and the receipt of compensation under this Agreement and further agrees to indemnify and hold RAES and the City harmless with respect to any such taxes, interest, or penalties that may be assessed. RAES shall regularly report amounts paid to DMT by filing Form 1099-MISC and/or other appropriate forms with the Internal Revenue Service as required by law. Because DMT is an independent contractor, neither RAES nor the City shall not withhold taxes nor make other withholdings or payments on DMT's behalf.

**7. Responsibility for Workers' Compensation.** Workers' compensation insurance shall not be obtained by the other Parties covering DMT's employees, and DMT agrees not to submit workers' compensation claims to the other Parties.

**8. DMT's Representations.** DMT represents and warrants that:

- i. It has the complete power and authority to enter into this Agreement.
- ii. It has the qualifications and ability to perform the Services and fulfill its obligations in a professional manner using its best efforts and abilities, without the advice, control, or supervision of other Parties. .
- iii. It will comply with all applicable laws and regulations in the performance of the Services. DMT certifies that it has any and all registrations, certifications, and licenses necessary to perform the Services.

**9. RAES's Representations.** RAES represents and warrants:

- a. It has the complete power and authority to enter into this Agreement.
- b. It shall cooperate in good faith with DMT and the City.
- c. It will make good faith efforts to ensure adequate funding for the Services.

**10. City's Representations.** City represents and warrants:

- a. It has the complete power and authority to enter into this Agreement.
- b. It shall cooperate in good faith with DMT and RAES.
- c. It will ensure adequate funding for the Services in the event RAES is unable to secure sufficient funds to cover all of the Services.

**11. Indemnification.**

To the fullest extent permitted by law. DMT shall indemnify, defend and hold RAES and the City harmless from and against all liabilities, claims, penalties, forfeitures, demands, suits, judgments, expenses, attorneys' fees and losses ("Claims"), including without limitation any and all Claims in connection with bodily injury, including death, to persons or damage to tangible property, arising out of or related to negligence or willful misconduct in (i) the performance, or lack thereof, of DMT, its agents, or employees performing Services under this Agreement, or (ii) DMT's breach of any term or condition of this Agreement; provided, however, all Claims arising out of or related to the joint negligence of DMT and the Parties shall be apportioned on a comparative fault basis. DMT also agrees to indemnify, defend, and hold RAES, the City, their officers, employees, and agents harmless to the extent permitted by applicable law from or against any loss, injury, damage, or liability incurred arising from an alleged violation of any law governing the wages and working conditions of any DMT employee, any workers' compensation loss, injury, damage, or liability arising from a DMT employee's work-related injury. This section shall survive the termination of this Agreement.

To the fullest extent permitted by law, the City and RAES shall indemnify, defend and hold DMT harmless from and against all liabilities, claims, penalties, forfeitures, demands, suits, judgments, expenses, attorneys' fees and losses ("Claims"), including without limitation any and all Claims in connection with bodily injury, including death, to persons or damage to tangible

property, arising out of or related to negligence or willful misconduct in (i) the performance, or lack thereof, of RAES or the City, its agents, or employees pursuant to this Agreement, or (ii) RAES or the City's breach of any term or condition of this Agreement; provided, however, all Claims arising out of or related to the joint negligence of DMT and RAES or the City shall be apportioned on a comparative fault basis. This section shall survive the termination of this Agreement.

## **12. Insurance**

DMT shall, at DMT's sole expense, carry professional liability insurance with policy limits of at least One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) annual aggregate for DMT and its employees. Professional liability insurance coverage required under this Agreement shall be either on an occurrence basis or on a claims-made basis. If coverage is on a claims-made basis, the Parties agree that prior to the effective date of termination of any claims-made coverage, the party carrying the claims-made policy shall purchase a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of this Agreement.

DMT shall, at its sole expense, carry General Liability Insurance with the same limits set forth above for Professional Liability Insurance.

All policies obtained by DMT shall name RAES and the City as additional insurances. Upon request, DMT shall furnish to the Parties certificate(s) of insurance evidencing the existence of insurance coverage required under this section.

## **13. Confidentiality and HIPAA Information.**

a. All Parties directly and through their employees or members, shall ensure that any individually identifiable health information will be protected in accordance with the requirements of state and federal laws, including the Health Insurance Portability and Accountability Act of 1996, its implementing regulations, and modifications by the HITECH Act. All Parties shall treat individually identifiable health information pertaining to patients it transports or treats, which shall include Protected Health Information, as defined below, as confidential and will take all reasonable precautions to safeguard the privacy, security, and confidentiality of all Protected Health Information and other such individually identifiable health information in accordance with applicable state and federal law. For purposes of this Agreement, "Protected Health Information" shall have the same meaning as "protected health information" in 45 CFR 164.501 as it may be amended.

b. The Parties, directly and through their employees or members, shall not act or fail to act in a manner that would cause it to be out of compliance with federal and state law, including but not limited to laws relating to the privacy, security, and confidentiality of health and consumer privacy information.

c. All Parties shall immediately inform the other Parties of any improper use or disclosure of Protected Health Information, other consumer privacy information protected

by applicable privacy laws, or any security incident, as defined in HIPAA/HITECH or applicable privacy laws. The Parties shall mitigate to the extent practicable any harmful effect of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.

d. DMT shall not share, provide, disclose, or otherwise make available Protected Health Information or other confidential information to City or RAES, except only as necessary for the purpose of the City billing insurance, as determined in Exhibit C, Section 5.

**14. No Authority To Bind Other Parties.** All Parties agree that they have no authority to bind each other as their agent except as expressly agreed to by the parties in a separate written agreement.

**15. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, commitments or understandings with respect to the matter provided for herein. No other promises, inducements, representations or agreements shall be binding on the Parties except those set forth above.

**16. Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

**17. Amendment.** This Agreement may be amended only by an instrument in writing signed by the Parties (excluding e-mail), and any provision may be waived only in a writing signed by the Party against whom enforcement is sought. The failure of either party at any time to require the performance by the other Party of any provision shall in no way affect the full right to require such performance at any time thereafter.

**18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska without giving effect to any principles of conflicts of law. Venue for any claim or action arising out of this Agreement shall be in the Superior Court for the State of Alaska, Fourth Judicial District, in Fairbanks.

**19. Notices.** Any notice by either party to the other under this Agreement shall be in writing and shall be addressed as set forth below, provided that if either party shall have designated a different address by written notice to the other, then such notice shall be provided to the last address so designated.

To DMT:

[Amber White]  
[Delta Medical Transport, LLC]  
[P.O. Box 1459 Delta Junction AK 99737]  
[907-895-4356]  
[operations@delta-ems.com]



To RAES:

[Cody White]  
[Rural Alaska Emergency Services]  
[P.O. Box 1671 Delta Junction AK 99737]  
[ruralalaskaems@gmail.com]

To City:

[Lori Roberts]  
[P.O. Box 229 Delta Junction AK 99737]  
[907-895-4656]  
[administrator@deltajunction.us]

**20. Counterparts.** This Agreement may be executed in counterparts which together shall constitute one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

RURAL ALASKA EMERGENCY SERVICES

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BY: Cody White  
ITS: President

DELTA MEDICAL TRANSPORT, LLC

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BY: Amber R White  
ITS: CEO

**CITY OF DELTA JUNCTION**

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**BY: Igor Zaremba**  
**ITS: Mayor**

## **EXHIBIT A – SCOPE OF SERVICES**

The Delta Response Area includes the area between these mile-markers:

- Mile 185.5 Richardson Highway (Paxon) to Mile 294.5 Richardson Highway (Banner Creek), and
- Mile 1422 Alaska Highway (Delta Junction) to Mile 1380.5 Alaska Highway (Johnson River)

Under this agreement, DMT will provide:

1. One (1) Advanced Life Support (ALS) ambulance crew provided continually twenty-four (24) hours per day, seven (7) days per week, for emergency response. Initial responses to emergency requests shall be made within four minutes. Responses shall be by fully qualified emergency medical technicians or paramedics, licensed and capable of providing suitable levels of technical expertise for the responses.
2. One (1) fully stocked Advanced Life Support (ALS) ambulance, maintained and equipped per current local, State and Federal EMS standards.
3. Emergency response, stabilization, and transport to medical facilities as per current protocol.
4. Compliance with all State of Alaska EMS licensing and operational requirements, including:
  - a. Maintenance of a valid State of Alaska EMS Agency Certification.
  - b. Staffing by Alaska-licensed EMT's and paramedics in good standing with the Alaska Department of Health (DOH), Office of EMS.
  - c. Equipment, medical supplies, and ambulance vehicle inspections per Alaska EMS regulations.
  - d. Adherence to local, State and Federal EMS treatment protocols, and patient care documentation and reporting standards.
5. Coordination with local, State, and Federal EMS agencies to ensure compliance with regulations.
6. Participation in City emergency preparedness efforts and support for mass casualty incidents.

7. DMT will be responsible for their own trash removal and internet services, except as provided in Exhibit B, Section 2.
8. DMT will provide quarterly financial statements and operational run data to RAES for public release.

## **EXHIBIT B– CITY AND RAES OBLIGATIONS**

In addition to financial support detailed in Section 4 and Exhibit C, the City will provide:

1. Continued access to the current EMS facility, as currently utilized. These facilities and services are essential for maintaining readiness, response times, and overall service efficiency. Any changes to facility access must be negotiated and agreed upon in writing.
  
2. Communications Services & System Access
  - a. The City of Delta Junction will continue to provide 911 communications services and systems, including:
    - i. ALMR (Alaska Land Mobile Radio).
    - ii. Who's Responding application for emergency notifications, and associated internet services
    - iii. 911 landline services for emergency call handling (907-895-4068).
  - b. DMT will have access to the radio system to maintain appropriate communications with dispatch, emergency responders, and mutual aid partners.

### **3. Mutual Aid Agreement with Fort Greely**

A formalized mutual aid agreement with Fort Greely for ALS ambulance response must be in place as a condition of this contract. As the only government entity that is a party to this contract, the City of Delta Junction is the holder of the Mutual Aid Agreement with Fort Greely, and partners with RAES and DMT to provide ALS Services to satisfy the requirements of the MAA.

In addition to financial support detailed in Section 4 and Exhibit C, RAES will:

1. Partner with the City to raise the funds to cover the costs of providing ALS services in the Delta Response Area

2. Provide regular financial and operational data to the community for transparency.
3. Support community assessment process to define needs and develop long-term service options, including but not limited to a city-owned service, a non-profit community-owned system, and a private contractor model.
4. Develop RFP process to review private contractor-based services. RFP will be released early enough to allow time for selected contractor to be ready to operate by the end of the current contract period should that option be selected for next year.
5. RAES will actively seek funding for capital infrastructure and equipment to support EMS operations in the area.

## **EXHIBIT C – FEE SCHEDULE**

For Services provided by DMT under this Agreement, RAES and the City will pay DMT as follows:

1. The monthly fee due to DMT is based on the December 19, 2023 approved RFP with the City, namely \$85,404.17/month, payable on the 10<sup>th</sup> day of each month in advance, with a 3% increase for each calendar year
2. On or before March 31, 2025, the City shall pay its minimum monthly obligation of \$46,000.00, prorated to include February 21 through 28, directly to DMT. RAES shall pay the balance of DMT's fee, equal to \$39,404.17.
3. Beginning April 1, 2025, DMT will invoice RAES for its monthly fee and RAES shall pay such invoices pursuant to their terms monthly.
4. Beginning April 1, 2025, the City shall make its financial contributions directly to RAES.
  - a. The City has \$46,000.00 per month allocated for the months of April, May, and June 2025, and shall request council to budget at least this minimum monthly contribution for the remainder of the term of the Agreement.
  - b. The City will contribute any additional EMS donations or funds received that are allocated for EMS, such as EMS PILT funds or individual donations and contributions.

### **B) Insurance Billing**

- a. The City of Delta desires to set up the City's structure to process EMS billing and be able to capture SEMT funds. Until this structure is set up, DMT will continue to handle EMS billing.
- b. When the City of Delta is ready to take over EMS billing, RAES and DMT will support this transfer. Once the City assumes full billing responsibilities, the change may necessitate renegotiation of terms. All recovered billing will be redirected back to this EMS system.

