

**INTERGOVERNMENTAL AGREEMENT
FOR BASIC LIFE SUPPORT AMBULANCE SERVICES BETWEEN REDMOND FIRE & RESCUE
AND ALFALFA FIRE DISTRICT**

This Intergovernmental Agreement ("Agreement") is entered into between Redmond Fire & Rescue, and Alfalfa Fire District both who are Oregon governmental special districts organized under ORS 478, both referred to herein individually as "Party" or collectively as "Parties." The Agreement is effective as of the date it is fully executed by the Parties ("Effective Date").

RECITALS

WHEREAS, both Redmond Fire & Rescue, which serves as the Fire & Rescue Department on behalf of the District, and Alfalfa Fire District, as public safety organizations, can leverage the unique benefits of both organizations to provide effective and efficient services to the citizens of the community; and

WHEREAS, as per ORS 682 Redmond Fire & Rescue is responsible for the Ambulance Service Area ("ASA") franchise for the City of Redmond Municipal Airport and the surrounding area; and

WHEREAS, that ASA franchise for the Fire District continues through the next renewal period on July 1, 2028; and

WHEREAS, as per Deschutes County ASA Ordinance sections 8.30.070 and 8.30.090, by and through Redmond Fire & Rescue, may subcontract emergency and/or non-emergency transports with another ambulance service provider and subcontract for emergency or non-emergency interfacility transports with another agency upon authorization by the County Board of Commissioners; and

WHEREAS, Alfalfa Fire District is a state-licensed ambulance provider at the basic life support ("BLS") level, has multiple units, staffing flexibility, and can provide mutual aid; and

WHEREAS, Alfalfa Fire District has the ability to provide non-emergency BLS transport service meeting all the requirements of the County's ASA plan, however, needs to have reasonable assurances private resources allocated for this purpose will be utilized in a consistent and sufficient manner to be commercially viable.

THEREFORE:

Alfalfa Fire District is authorized, and agrees, to provide non-emergency, BLS ambulance service to facilitate aeromedical crew and patient transports originating at the Redmond Municipal Airport and ending at a hospital within Central Oregon, following the turndown from Redmond Fire & Rescue's chief officer.

Alfalfa Fire District retains cost recovery rights for services performed within its Fire District boundaries, including billing insurance providers, Medicaid/Medicare, Veterans Affairs, and individual patients, as per its business practices, as well as for any mutual or automatic aid.

AGREEMENT

- 1. Effective Date/Duration.** This Agreement is effective when signed by all Parties and shall remain in effect through December 31, 2027 unless renewed. This Agreement shall be renewable every two years per County ASA Ordinance 8.30.90(c) with requires 45 days' notice to the County Board of Commissioners.
- 2. Obligations of Alfalfa Fire & Rescue.**
 - a. Alfalfa Fire District shall comply with the terms of this Agreement and meet all standards within the current ASA plan, and the applicable terms of ORS Chapter 682, any rules and regulations issued pursuant to ORS Chapter 682, including but not limited to OAR 333-260- 0000 to 333-260-0070, and any other applicable state, federal or local laws, rules or regulations. Redmond Fire & Rescue, reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to nonemergency ambulance services, provided that any rules shall not be inconsistent with the provisions of applicable County or State regulations mentioned in this subsection.
 - b. Alfalfa Fire District agrees to be staffed and available-in-service with at least one BLS ambulance.
 - c. Alfalfa Fire District shall have at least one radio in their units with the ability to receive and communicate with the District's 911 center. Alfalfa Fire District shall continuously monitor that channel during the times required to be in service, as well as appropriate text device linked to the 911 Computer Aided Dispatch System (CADS) for dispatches. Alfalfa Fire District and its employees shall follow all District radio protocols.
 - d. Alfalfa Fire District must have and maintain a state license for the provision of Emergency Medical Service ("EMS") BLS Ambulance and shall provide Redmond Fire & Rescue with a current copy of required license. Alfalfa Fire District shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal, and local laws rules and regulations.
 - e. Alfalfa Fire District shall maintain patient records, whether transported or not, in accordance with Federal, State and local laws including The Health Insurance Portability and Accountability Act of 1996 (HIPAA) including the 2013 Final Omnibus Rule Updates. Both Parties shall have access to generalized response information and data generated at 911.

3. Parties' Additional Obligations.

- a. Redmond Fire & Rescue and Alfalfa Fire District both agree to comply with the Civil Rights Act of 1964, and 1991 the Americans with Disability Act (ADA) of 1990 as amended, 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefit of, or otherwise be subject to discrimination under any program or activity which receives Federal financial assistance.
- b. Redmond Fire & Rescue retains the first right of refusal for all emergency, non-emergency ambulance transports, inter-facility transports, and EMS Event Coverage within its ASA.
- c. The Parties shall meet at least annually to discuss performance and operational issues.

4. Insurance.

- a. During the term of this Agreement, Alfalfa Fire District shall obtain and maintain insurance coverage satisfactory to the Fire District.
- b. During the term of this Agreement, Alfalfa Fire District shall obtain and maintain workers' compensation insurance within statutory limits and employers' liability insurance in full compliance with the requirements of ORS 656 and with Oregon unemployment insurance requirements.
- c. If Alfalfa Fire District, for any reason, fails to maintain insurance as required by this Agreement, the City may terminate this Agreement. The 90-day notice requirement set forth in Section 6 does not apply to termination by Redmond Fire & Rescue pursuant to this Section.

- 5. Indemnification.** The Parties shall defend, indemnify, and hold harmless each other, their officers, agents, employees, and volunteers against any and all liability, claims, losses, demands, suits, fees, and judgments relating to the performance of this Agreement. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of either Party, its officers, agents, employees, and volunteers. Alfalfa Fire District agrees that it is not an agent of Redmond Fire & Rescue and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

6. **Termination.** Either Party may terminate this Agreement upon 90 days' written notice to the other Party.
7. **Entire Agreement.** This Agreement, including referenced exhibit, shall constitute the entire Agreement between Redmond Fire & Rescue and Alfalfa Fire District. Any prior understandings or representations of any kind preceding this agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
8. **Modifications.** No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. A waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
9. **Waiver.** The Parties' failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of that Parties' right to performance in the future and shall not operate as a waiver of the Parties' right to enforce any other provision of this Agreement.
10. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Deschutes County.
12. **No Third-Party Beneficiaries.** Redmond Fire & Rescue and Alfalfa Fire District are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement effective the date first set out above and signed below.

REDMOND FIRE & RESCUE, by and
through its:

ALFALFA FIRE DISTRICT, by and through its:

By _____
Fire Chief

By _____
Fire Chief

Date 1/10/2026

Date 1/10/2026

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