

**INTERGOVERNMENTAL AGREEMENT
FOR BASIC LIFE SUPPORT AMBULANCE SERVICES BETWEEN THE CITY OF BEND AND
ALFALFA FIRE & RESCUE**

This Intergovernmental Agreement ("Agreement") is entered into between the City of Bend, an Oregon municipal corporation ("City"), and Alfalfa Fire & Rescue an Oregon governmental special district organized under ORS 478 ("Fire District" or "District"), 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 Bend Fire & Rescue, which serves as the Fire & Rescue Department on behalf of the City, and Alfalfa Fire & Rescue, 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 the Bend Fire & Rescue is responsible for the Ambulance Service Area ("ASA") franchise for the Alfalfa Fire District and immediate 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, the City of Bend, by and through Bend 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 & Rescue 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 & Rescue has the ability to provide non-emergency BLS intrafacility and interfacility 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 & Rescue is authorized, and agrees, to provide both non-emergency and emergency BLS ambulance service to its Fire District within its assigned boundaries as well as authorized auto and mutual aid requests from Bend Fire & Rescue.

Alfalfa Fire & Rescue 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 [DATE] 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 & Rescue 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. Bend Fire & Rescue, on behalf of the City, 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 emergency and 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 & Rescue agrees to be staffed and available-in-service with at least one BLS ambulance during the operational times of the medical facilities that are within the County, which are currently 08:00 hours to 18:00 hours, Monday through Friday. Weekends will be staffed with available personnel and may require mutual aid response from Bend Fire & Rescue if staffing levels are not adequate for service.
 - c. Alfalfa Fire & Rescue may utilize its resources for other non-emergency or interfacility and intrafacility services outside the District's service area. However, those responses are not to negatively affect Alfalfa Fire & Rescue's ability to meet the requirements of this agreement. All calls involving Alfalfa Fire & Rescue to leave its District are at the discretion of its Fire Chief or the duty officer in charge. In addition, Bend Fire & Rescue may request that Alfalfa Fire & Rescue resources leave the District for either mutual or automatic aid.
 - d. Alfalfa Fire & Rescue shall participate in the Deschutes County disaster response planning and commit its available resources, as applicable, to such. When Alfalfa Fire & Rescue has units available for such response, Bend Fire & Rescue shall provide call information through the County 911 system only for calls applicable to this Agreement.
 - e. Alfalfa Fire & Rescue shall have at least one radio in their units with the ability to receive and communicate with a District's 911 dispatch call for medics per the applicable run card. Alfalfa Fire & Rescue 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 District dispatches. Alfalfa Fire & Rescue and its employees shall follow all District radio protocols.
 - f. Alfalfa Fire & Rescue must have and maintain a state license for the provision of Emergency Medical Service ("EMS") BLS Ambulance and shall provide Bend Fire & Rescue with a current copy of required license. Alfalfa Fire & Rescue 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.

- g. Alfalfa Fire & Rescue 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.
- h. Additionally, Alfalfa Fire & Rescue agrees to provide the services as outlined in Exhibit A, in alignment with the service expectations and operational guidelines provided in Exhibit A.

3. Parties' Additional Obligations.

- a. Bend Fire & Rescue and Alfalfa Fire & Rescue 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. Bend 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 twice a year to discuss performance and operational issues.

4. Insurance.

- a. During the term of this Agreement, Alfalfa Fire & Rescue 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 & Rescue, 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 the City 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 & Rescue agrees that it is not an agent of the City 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 the City and Alfalfa Fire & Rescue. 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.** The City and Alfalfa Fire & Rescue 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.

CITY OF BEND, by and through its

ALFALFA FIRE & RESCUE

By _____
City Manager

By _____
[TITLE]

Date _____

Date _____

LEGAL REVIEW APPROVAL

By _____

City Attorney's Office

Date _____

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT
APPENDIX A

Right of First Refusal

Bend Fire & Rescue retains the first right of refusal for all emergency, non-emergency ambulance transports, inter-facility transports, and EMS Event Coverage within its Ambulance Service Area

Hours of Availability

One BLS equipped ambulance with one A-EMT or EMT-B and one EMR Monday through Friday 08:00 hours to 18:00 Hours during primary Weekends will be staffed with the same level of personnel but may be subject to availability of personnel.

Dispatching

When operating under this agreement Alfalfa Fire & Rescue is to be dispatch using current dispatching methods.

Run card - automatic responses

When Alfalfa Fire & Rescue ambulance units are available, They can be requested through automatic or mutual aid from Bend Fire & Rescue through Deschutes County 911.

Based on 911 caller information and 911 notes the District Duty Officer and/or Alfalfa Fire & Rescue may request additional resources be added to the call.

Medical Protocols

Alfalfa Fire & Rescue will be under the medical direction of the Alfalfa Fire & Rescue physician adviser (Nicole Kelly) using Bend Fire & Rescue protocols.

Cost recovery/Billing

The transport agency is responsible for its own cost recovery/billing for any and all patients treated and/or transported and will bill per its own policy. Currently, Alfalfa Fire & Rescue will bill the patient's insurance for all transports provided and will balance bill patient as allowed.

Types of Calls Allowed

- A.** The transport of any BLS patient within Alfalfa Fire & Rescue's District boundaries. At the time of transport, the patient continues to meet all of the requirements of being a "Stable Patient" as defined in the Ambulance service area plan for Deschutes County which at the time of this agreement is defined as:

Stable Patient is a patient with the following criteria:

- A.** Has vital signs in a normal range that are not changing significantly or not expected to do so.
- B.** Pulse 50-120
- C.** Systolic blood pressure 90-190
- D.** Respirations between 10-29 breathes per minute
- E.** Does not and is not expected to require cardiac monitoring or ACLS Procedures. (if these are required Alfalfa Fire & Rescue can request an ALS intercept)
- F.** Has a patent natural airway and is not in respiratory distress.
- G.** Has no un stabilized injuries that will be aggravated by motion in transport.
- H.** Is not experiencing acute changes in level of consciousness.

Level of service and transport will be within protocols approved by Alfalfa Fire & Rescue's Physician Advisor for BLS transport. Alfalfa Fire & Rescue utilizes Bend Fire & Rescue EMS Protocols.

All other calls outside of Alfalfa Fire & Rescue's District boundaries will be at the discretion of Bend Fire & Rescue and at such time will fall under mutual or automatic aid agreements. At no such time will Alfalfa Fire & Rescue respond to calls or transport patients outside of its district boundaries without the direct consent of Bend Fire & Rescue under such agreements or at the discretion of it on duty BC.