

2022 -2023 AMBULANCE STAFFING/OPERATIONS AGREEMENT

This Agreement is between YACHATS RURAL FIRE PROTECTION DISTRICT (YRFPD) and SOUTH LINCOLN AMBULANCE, Inc. (SLA).

RECITALS:

- A. YRFPD is a Fire District organized pursuant to ORS Chapter 478. YRFPD was established in Lincoln County, Oregon in 1949 to provide fire protection and emergency services. YRFPD has an elected Board of Directors and its own Employer Identification Number.
- B. SLA was established as a non-profit Oregon corporation in 1967 to raise funds to acquire, equip, and operate ambulances and to provide emergency medical services within southern Lincoln County and western Lane County. SLA has a Board of Directors and files required annual reports and tax forms as is required of 501 (c)(3) corporations in Oregon.
- C. SLA has been assigned Ambulance Service Area (“ASA”) 5, pursuant to Oregon law by the Lincoln County Board of Commissioners and ASA 2 by the Lane County Board of Commissioners.
- D. YRFPD and SLA have maintained a close working relationship and support each other’s objectives. YRFPD has continuously provided all staffing for the ambulance service response, either directly by the YRFPD or through intergovernmental agreement with other authorized service providers.
- E. The purpose of this Agreement is to formalize the existing relationship and responsibilities between YRFPD and SLA, and to provide for a continuation of the provision of services by YRFPD to SLA.

AGREEMENT:

1. **OWNERSHIP OF ASSETS.** SLA owns the existing ambulance and all associated medical equipment and supplies. Also see Section 13 Office Space.
2. **ADMINISTRATION.** SLA shall continue to be responsible for all administrative/operational duties, other than staffing, associated with the operation of the ambulance service, including licensing, billing, collections, ordering supplies and equipment maintenance.
3. **MAINTENANCE.** SLA is responsible for all maintenance and repair of the

ambulance and its associated medical equipment.

4. **INSURANCE.** SLA shall provide liability insurance, in a form acceptable to YRFPD, in an aggregate amount of not less than \$5 million, naming YRFPD and any party with whom YRFPD has an intergovernmental agreement relating to the provision of ambulance services, as an additional insured. YRFPD shall have the obligation to notify SLA of any such party.

YRFPD shall provide liability insurance and hold SLA harmless to the limits of the Oregon Tort Claims Act, for claims resulting from the actions of the YRFPD, its agents, employees, and volunteers, in providing service under this agreement.

5. **SUPPLIES AND EQUIPMENT.** SLA shall procure all supplies and equipment needed for the ambulance operation. Equipment shall be inventoried to clarify ownership. SLA shall pay \$75.00 per month to YRFPD for water for ambulance washing and linens; and \$75.00 per month for electricity for washing clothes and drying. Washer and dryer furnished by SLA.

6. **REPLACEMENT AMBULANCE.** SLA shall continue billing and fundraising activities to enable SLA to refurbish or replace the current ambulance and to acquire such other ambulances as may be desired.

7. **RESPONSE WITH YRFPD.** YRFPD can request ambulance response for any YRFPD response. SLA shall provide the ambulance for YRFPD response within and without the ambulance service area.

8. **AMBULANCE STAFFING.** YRFPD shall provide such staff as the parties mutually deem necessary to staff the ambulance for emergency and other responses. YRFPD is responsible to pay all required salaries, workers' compensation insurance, unemployment and insurance premiums, and associated payroll taxes for any staff provided by YRFPD. If services are provided to YRFPD through an intergovernmental agreement, the agreement will address the respective responsibility for the employees of each entity providing service, and subject to budgetary limitations. Time spent by the YRFPD Administrative Assistant entering ASRC data or entering information into the SLA billing journal will be reimbursed by SLA at the fully burdened rate of the employee.

9. **TRAINING.** SLA shall ensure that YRFPD staff is properly trained to state regulations for ambulance service.

10. **MEDICAL DIRECTOR.** SLA and YRFPD shall ensure each entity has an Oregon Health Authority approved and licensed Medical Director.

11. **GARAGE.** YRFPD shall provide garage space to house the ambulance as of the agreement date.

12. **COMMUNICATIONS LICENSING.** YRFPD shall provide communications licensing and dispatch services expense to ensure emergency communications for SLA.

13. **OFFICE SPACE.** YRFPD shall provide office space to SLA to carry out its administrative duties pursuant to this Agreement. Necessary office equipment and supplies will be provided by SLA. The copy machine is owned jointly by YRFPD (49%) and SLA (51%). SLA owns all computer equipment. YRFPD grants SLA use of the 541-547-3266 phone number and SLA grants YRFPD use of the 541-547-4257 and 541-547-5190 phone numbers.

14. **ANNUAL REVIEW.** This Agreement shall be reviewed annually by the parties. In the event there is a delay in reviewing the agreement will continue as written.

15. **TERMINATION.** This Agreement may be terminated by either party with ninety (90) days' advance written notice.

16. **AUTHORITY OVER ASA.** SLA shall continue to have final administrative authority over the method and means by which ambulance services are provided.

17. **PAYMENT.** SLA shall pay YRFPD a total of \$1,500 per month for the 2022-2023 fiscal year. This amount includes the \$150 for water and electricity. The payment for the YRFPD Administrative Assistant will be in addition to the \$1,500.

18. **EFFECTIVE DATE.** This contract will become effective immediately when it is signed by authorized representatives of the Boards of Directors of both YRFPD and SLA.

YACHATS RURAL FIRE PROTECTION DISTRICT

By: _____

Date: _____

SOUTH LINCOLN AMBULANCE, Inc.

By: _____

Date: _____