



Jefferson County Emergency Medical Services District

360 SW Culver Hwy, Madras, Oregon 97741

Business Phone: (541) 475-7476 Fax: (541) 475-7654

"We are the Warmth of Promise"

Board Meeting

April 11, 2022

6:00 pm

Jefferson County EMS District is offering this meeting via ZOOM.

Join via ZOOM:

<https://us02web.zoom.us/j/81337980985?pwd=NmliaEFJbWhLSnlaSGhzc3RVUVdRQT09>

Passcode: 404058

JEFFERSON COUNTY EMS DISTRICT BOARD MEETING AGENDA

- I. Call Board Meeting to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Changes/Additions to Regular Agenda**
- V. Board of Directors Consent Agenda**

All matters listed within the Consent Agenda have been distributed to every member of the District Board for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- A. Approval of March 14, 2022, Board Meeting Minutes
- B. Approval of payment of the bills for March 2022

VI. Public Comments

VII. Reports

A. Chief's Report

i. COVID-19:

1. COVID Transfers: on 4/4 SCMC-Madras stopped transferring COVID patients to SCMC-Bend unless the patient was deteriorating.
2. COVID Count

Response Report		
	2021	2022
Total Responses for March	246	252
BLS Calls	34	54
ALS Calls	100	101
Specialty Care Transports	17	16
Driver for Air Ambulance		1
Non-Transport Calls	95	80
Agency Assist	5	2
Agency Assist for WSF&S		
Cancellations		1
Blood Draws	2	3
Fire Standbys	6	5
Lift Assists	18	11
MVC-Non Injury	14	22
Other	5	1
Welfare Checks	45	36
Billable Miles	2667.4	2732.9
COVID-19 Inter-Facility Transports	6	10 (9 less than February)
ProMed Membership	431	440

B. Volunteer Report

C. Budget Report

	April, 2022
Checking	475,119.35
Equipment Fund	823,914.04
Investment Pool	636,958.84

Total Balance	1,935,992.23
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D. Personnel Report:

VIII. Old Business

A. JCEMSD-JCFD#1 Coalition Working Group:

B. Wasco County ASA Contract:

- i. Application process ends by 4/4
- ii. Written notice within 45 days of ending service
- iii. Resend application with new name

C.

IX. New Business

A. Jefferson County ASA Contract extension

B. Budget

X. Good of the Order

**A. JCEMSD-JCFD Awards Banquet: on April 22nd at the Inn of Cross
Keys Station**

B. Medical Director

C. Open Board Position

XI. Meeting Adjournment



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"We are the Warmth of Promise"

JEFFERSON COUNTY EMS DISTRICT BOARD MEETING MINUTES March 14, 2022

I. Call Board Meeting to Order

The Jefferson County EMS District Board Meeting was called to order by _Mike Ahern at 6:00 p.m. on Monday March 14, 2022, in the JCEMSD meeting room, 360 SW Culver Hwy, Madras, Oregon.

II. Roll Call

Board Members in Attendance or on Virtual Conference:

Mike Ahern, Chair; Joe Krenowicz, Treasurer; Janet Brown, Personnel Officer;

David Budden, Secretary

Board Members Absent:

Steve Heydon, Vice-Chair

Staff Members in Attendance or on Virtual Conference:

Chief Michael Lepin; Tina Bolton, Office Manager;

Visitors in Attendance or on Virtual Conference:

Present in Conference Room:

Elaine Budden

ZOOM Participants:

None

III. Changes/Additions to Regular Agenda

Janet Brown requested that 2 things be added to the agenda

1) Medical Director update

2) Budget for on duty staff supplies

IV. Board of Directors Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the District Board for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

A. Approval of February 14, 2022, Board Meeting Minutes

B. Approval of payment of the bills for February 2022

MOTION: That we approve the consent agenda as presented.
MOVED: Joe Krenowicz
SECONDED: Janet Brown
PASSED: 4/0

V. Public Comments

There were no public comments.

VI. Reports

A. Chief's Report

i. COVID-19:

1. Mask Mandate was removed by Governor Brown, March 12th but crews on duty still wearing mask on calls

Response Report		
	2021	2022
Total Responses for February	210	249
BLS Calls	13	45
ALS Calls	96	107
Specialty Care Transports	13	10
Driver for Air Ambulance	1	1
Non-Transport Calls	87	86
Agency Assist		1
Agency Assist for WSF&S	8	

Cancellations		
Blood Draws		1
Fire Standbys	4	6
Lift Assists	12	18
MVC-Non Injury	9	18
Other	10	3
Welfare Checks	44	39
Billable Miles	1971.1	2887.7
COVID-19 Inter-Facility Transports	8	19
ProMed Membership	430	440

B. **Volunteer Report** Janet Brown reported that volunteers met on March 7, 2022, she updated the volunteers on the Merger.

C. **Budget Report**

	March, 2022
Checking	446,552.14
Equipment Fund	823,514.71
Investment Pool	651,644.96
Total Balance	1,921,711.81

Chief Lepin updated the Board that he has put together a committee to spec out a new ambulance. Using the additional money, the district received from the Cares Act.

D. **Personnel Report:** Janet Brown reported that 2 crew members received Stork Awards, Andrew Glen and Aaron Marshall.

VII. Old Business

A. JCEMSD-JCFD#1 Coalition Working Group

- i. Chief Lepin has a new office at the Fire Department and the crews are training and working with the fire department personnel
- ii. Chief Lepin reported he is getting the computers moved and set up for the crews to write reports at the fire department.

VIII. New Business

- A. Jefferson County ASA Contract: Jefferson County Board of Commissioners are planning to extend our ASA contract an additional year.
- B. Chief Blake working on “branding” to help the crews feel consolidate, also working on a new logo, and new name after the IGA is completed and signed.
- C. Starting in May 2022 the current EMS board and Fire board will start combining meetings
- D. Starting in May 2022 EMS will no longer have a monthly staff meeting, in place, there will be crew meeting

IX. Good of the Order

- A. JCEMSD-JCFD Awards Banquet: on April 22nd at the Inn of Cross Keys Station
- B. Chief Lepin reported he is still looking for a new Medical Director
- C. A motion was made that the district put 85.00 a month out of the “moral fund” toward buying dry goods for the crews

Motion: Janet Brown made a motion that the district put 85.00 a month out of the “moral fund” toward buying dry goods for the crews

Moved : Joe Krenowicz

Seconded: Dave Budden

Passed: 4/0

X. Meeting Adjournment

The meeting was adjourned at 7:00 pm.

Minutes prepared by:

Reviewed by:

Tina Bolton, Office Manager

David Budden, Secretary

Jefferson County Emergency Medical Services
Balance Sheet
 As of February 28, 2022

	<u>Feb 28, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1010 · Checking Account	475,119.35
1040 · Petty Cash	188.66
1050 · Equipment Fund	823,914.04
1060 · Deposit	64.35
1070 · Cash - Investment Pool	<u>636,958.84</u>
Total Checking/Savings	1,936,245.24
Accounts Receivable	
1100 · Accounts Receivable	<u>418,480.19</u>
Total Accounts Receivable	418,480.19
Other Current Assets	
1695 · Prepays	9,415.56
1300 · Inventory	49,378.47
1210 · Allow For Uncollectable	-60,187.18
1701 · Net OPEB Asset	<u>2,388.55</u>
Total Other Current Assets	<u>995.40</u>
Total Current Assets	2,355,720.83
Fixed Assets	
1220 · Real Property & Improvements	-187,884.95
R220 · Real Property & Improvement	187,884.95
1250 · Medical Equipment	<u>1,511.31</u>
Total Fixed Assets	<u>1,511.31</u>
TOTAL ASSETS	<u><u>2,357,232.14</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
1699 · Columbia Bank #0445	<u>2,628.68</u>
Total Credit Cards	2,628.68
Other Current Liabilities	
Accounts Payable - Other	44,579.27
2000 · Payroll Liabilities	
2010 · Federal FICA/FWT	10,449.54
2090 · Oregon Withholding	5,052.00
2060 · Oregon Unemployment	1,712.13
2065 · Oregon WBF Assessment	189.94
2066 · Statewide Transit Tax	147.46
2070 · PERS	25,919.34
2140 · PEN 457 Plan	100.00
2160 · Accrued Health Insurance	13,835.22
2165 · SDIS Disability & Life Ins	<u>591.61</u>
Total 2000 · Payroll Liabilities	57,997.24

Jefferson County Emergency Medical Services
Balance Sheet
As of February 28, 2022

	<u>Feb 28, 22</u>
Total Other Current Liabilities	102,576.51
Total Current Liabilities	<u>105,205.19</u>
Total Liabilities	105,205.19
Equity	
4100 · Fund Balance	821,243.00
3900 · Retained Earnings	975,487.82
Net Income	455,296.13
Total Equity	<u>2,252,026.95</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,357,232.14</u></u>

Jefferson County Emergency Medical Services
Profit & Loss Prev Year Comparison
July 2021 through February 2022

	<u>Jul '21 - Feb 22</u>	<u>Jul '20 - Feb 21</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
5205 · Uncompensated Medicaid GEMT Svc	273,511.00	0.00	273,511.00	100.0%
5200 · General Revenue	270,605.76	255,388.99	15,216.77	5.96%
5910 · Interest Earned	5,385.22	9,333.97	-3,948.75	-42.31%
5930 · User Fees				
5931 · Recovered Bad Debts	7,292.80	201.82	7,090.98	3,513.52%
5930 · User Fees - Other	1,243,009.53	1,137,826.58	105,182.95	9.24%
Total 5930 · User Fees	<u>1,250,302.33</u>	<u>1,138,028.40</u>	<u>112,273.93</u>	<u>9.87%</u>
5960 · Pro Med Sales	14,517.75	14,657.87	-140.12	-0.96%
5970 · Refunds Received	135.68	3,352.00	-3,216.32	-95.95%
5990 · Miscellaneous Income	50.00	-1,734.09	1,784.09	102.88%
5995 · CPR/ACLS Training	880.00	315.00	565.00	179.37%
9000 · Credits				
REIMBURSEMENT CONTRACT	0.00	-305.18	305.18	100.0%
9060 · Refund Overpayment	-12,819.67	-11,582.66	-1,237.01	-10.68%
9010 · Bad Debt	0.00	1,418.20	-1,418.20	-100.0%
9000 · Credits - Other	-4.05	-0.85	-3.20	-376.47%
Total 9000 · Credits	<u>-12,823.72</u>	<u>-10,470.49</u>	<u>-2,353.23</u>	<u>-22.48%</u>
Total Income	<u>1,802,564.02</u>	<u>1,408,871.65</u>	<u>393,692.37</u>	<u>27.94%</u>
Cost of Goods Sold				
50000 · Cost of Goods Sold	-120.00	0.00	-120.00	-100.0%
Total COGS	<u>-120.00</u>	<u>0.00</u>	<u>-120.00</u>	<u>-100.0%</u>
Gross Profit	<u>1,802,684.02</u>	<u>1,408,871.65</u>	<u>393,812.37</u>	<u>27.95%</u>
Expense				
7000 · Materials and Services				
7200 · Bank Fees	0.00	1,700.25	-1,700.25	-100.0%
7201 · Credit Card Fees	2,557.98	2,975.01	-417.03	-14.02%
7080 · Patient Care Items	43,668.10	46,815.98	-3,147.88	-6.72%
7085 · Office Supply	12,429.17	8,682.42	3,746.75	43.15%
7090 · Uniforms and Laundry	5,555.12	5,248.77	306.35	5.84%
7095 · Legal Expense	5,965.00	3,485.00	2,480.00	71.16%
7100 · Vehicle Maintenance	24,616.29	9,187.42	15,428.87	167.94%
7110 · Audit Expense	21,250.00	20,250.00	1,000.00	4.94%
7111 · Outside Services	19,708.56	19,938.00	-229.44	-1.15%
7112 · Advising Physician (Dr. Parker)	1,500.00	0.00	1,500.00	100.0%
7115 · Building Maintenance	5,796.34	3,225.28	2,571.06	79.72%
7120 · Utilities	11,332.70	10,640.77	691.93	6.5%
7130 · Insurance	20,950.00	18,536.36	2,413.64	13.02%
7135 · Radio Maintenance	4,174.72	2,425.63	1,749.09	72.11%
7136 · Computer Maintenance	1,120.00	1,103.00	17.00	1.54%
7163 · Rent	2,640.06	3,383.40	-743.34	-21.97%
7140 · Training	3,738.58	4,469.00	-730.42	-16.34%
7145 · Dispatch	49,810.50	32,084.00	17,726.50	55.25%
7155 · Dues and Subscriptions	5,645.68	5,208.06	437.62	8.4%
7160 · Vehicle Fuel	17,625.33	10,190.03	7,435.30	72.97%
7165 · Medical Equip. Maintenance	482.17	3,454.00	-2,971.83	-86.04%
7170 · Elections	2,573.34	0.00	2,573.34	100.0%
7173 · Community Outreach/Dept Morale	2,321.36	1,689.26	632.10	37.42%
7185 · Miscellaneous Expense	3,930.14	2,176.48	1,753.66	80.57%
7186 · Travel Expenses	97.10	1,256.17	-1,159.07	-92.27%
7301 · Oregon Health Auth GEMT req mat	77,479.27	0.00	77,479.27	100.0%

**Jefferson County Emergency Medical Services
Profit & Loss Prev Year Comparison
July 2021 through February 2022**

	<u>Jul '21 - Feb 22</u>	<u>Jul '20 - Feb 21</u>	<u>\$ Change</u>	<u>% Change</u>
7500 · Grant Expenses\$				
7600 · Military FEMA Grant-COVID19				
7601 · COVID - Medical Supplies	1,200.39	4,281.37	-3,080.98	-71.96%
7600 · Military FEMA Grant-COVID19 - Other	0.00	337.68	-337.68	-100.0%
Total 7600 · Military FEMA Grant-COVID19	<u>1,200.39</u>	<u>4,619.05</u>	<u>-3,418.66</u>	<u>-74.01%</u>
Total 7500 · Grant Expenses\$	<u>1,200.39</u>	<u>4,619.05</u>	<u>-3,418.66</u>	<u>-74.01%</u>
7000 · Materials and Services - Other	0.00	25.00	-25.00	-100.0%
Total 7000 · Materials and Services	<u>348,167.90</u>	<u>222,768.34</u>	<u>125,399.56</u>	<u>56.29%</u>
8000 · Capital Outlay				
8010 · Medical Equipment	16,831.36	0.00	16,831.36	100.0%
8040 · Vehicle Purchase	34,564.69	1,484.80	33,079.89	2,227.9%
8050 · Communication Equipment	0.00	2,765.91	-2,765.91	-100.0%
8070 · Building Construction	14,800.00	10,025.50	4,774.50	47.62%
Total 8000 · Capital Outlay	<u>66,196.05</u>	<u>14,276.21</u>	<u>51,919.84</u>	<u>363.68%</u>
8100 · Debt Services				
8042 · Vehicle Payments	0.00	35,460.00	-35,460.00	-100.0%
8041 · Interest	0.00	2,836.25	-2,836.25	-100.0%
Total 8100 · Debt Services	<u>0.00</u>	<u>38,296.25</u>	<u>-38,296.25</u>	<u>-100.0%</u>
8900 · Other Expenses				
8950 · Bad Debt	-2,006.92	-15,353.29	13,346.37	86.93%
Total 8900 · Other Expenses	<u>-2,006.92</u>	<u>-15,353.29</u>	<u>13,346.37</u>	<u>86.93%</u>
6560 · Payroll Expenses				
6100 · Gross Wages	642,962.25	598,704.93	44,257.32	7.39%
6109 · Payroll Taxes				
6110 · Social Security & Medicare	18,210.45	14,035.24	4,175.21	29.75%
6130 · SUTA	6,176.88	4,492.99	1,683.89	37.48%
6135 · WBF Assessment	360.36	339.48	20.88	6.15%
6150 · SAIF	16,852.11	15,154.73	1,697.38	11.2%
Total 6109 · Payroll Taxes	<u>41,599.80</u>	<u>34,022.44</u>	<u>7,577.36</u>	<u>22.27%</u>
6600 · Employee Benefits				
6535 · Health & Wellness	347.99	319.46	28.53	8.93%
6510 · Health Insurance	125,654.65	113,536.88	12,117.77	10.67%
6140 · Retirement	117,360.93	98,846.27	18,514.66	18.73%
6515 · Disability	2,732.40	2,583.36	149.04	5.77%
6520 · Life Insurance	1,302.40	1,231.36	71.04	5.77%
6530 · Dental Payments	3,070.44	8,323.66	-5,253.22	-63.11%
Total 6600 · Employee Benefits	<u>250,468.81</u>	<u>224,840.99</u>	<u>25,627.82</u>	<u>11.4%</u>
Total 6560 · Payroll Expenses	<u>935,030.86</u>	<u>857,568.36</u>	<u>77,462.50</u>	<u>9.03%</u>
Total Expense	<u>1,347,387.89</u>	<u>1,117,555.87</u>	<u>229,832.02</u>	<u>20.57%</u>
Net Ordinary Income	<u>455,296.13</u>	<u>291,315.78</u>	<u>163,980.35</u>	<u>56.29%</u>
Other Income/Expense				
Other Expense				
Suspense	0.00	0.00	0.00	0.0%
Total Other Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
Net Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
Net Income	<u><u>455,296.13</u></u>	<u><u>291,315.78</u></u>	<u><u>163,980.35</u></u>	<u><u>56.29%</u></u>

Jefferson County Fire District #1
Jefferson County Emergency Medical Services District
INTERGOVERNMENTAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES

This Intergovernmental Agreement for Emergency Medical Services (hereinafter "Agreement"), is entered into by and between Jefferson County Fire District #1, a Rural Fire Protection District formed under ORS Chapter 478 and Jefferson County Emergency Medical Services District, [a Health District](#) formed under ORS Chapter 440

RECITALS:

- A) ORS Chapter 190 allows local governments to enter into intergovernmental agreements to provide services.
- B) ORS 440.360 authorizes the Jefferson County Emergency [Medical](#) Services District (JCEMSD) to provide any physical or mental health related service including services to persons residing outside its boundaries pursuant to which JCEMSD provides ambulance services in conformance with the plans for ambulance services as adopted by Wasco County and Jefferson County.
- C) ORS 478.260(4) authorizes the Jefferson County Fire District #1 (JCFD#1) to conduct ambulance operations within and without the boundaries of the district in conformance with the applicable county plan for ambulance services.
- D) The Parties to this Agreement acknowledge that JCFD#1 and JCEMSD can greatly increase the efficiency and the effectiveness of their provision of services by providing regional solutions and thereby avoiding the duplication of overhead, better utilization of equipment and more effective assignment of personnel, including opportunity to enhance training, and provide specialized services. Through the combination of resources, and the functional elimination of jurisdictional boundaries, substantial economies and increases in effectiveness can be achieved.

AGREEMENT

In consideration of the mutual covenants, agreements and promises to set forth hereinafter, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Effective Date and Term.

This Agreement shall become effective upon execution by all parties in accordance with ORS Chapter 190. The term of the Agreement shall be unlimited, subject to annual appropriation, and shall extend until terminated as provided herein.

Beginning on July 1, 2022, at 12:01 a.m., and continuing until this Agreement is terminated according to its terms, JCFD#1 shall provide emergency medical services within the territory of JCEMSD in accordance with the specifications of this Agreement.

2. Purpose of the Agreement.

The purpose of this agreement is to enhance regional fire and emergency medical services, including emergency and non-emergent medical transport. All emergency medical services will be provided by JCFD#1 under the terms of this Agreement.

- a) **Governing Body.** The governing bodies of JCFD#1 and JCEMSD shall continue to oversee the administration of this agreement and provide necessary funding. Each entity shall designate two members from its Board and one additional community member to serve on the [six member IGA Oversight Board](#).
- b) **IGA Oversight Board.** General purpose of the six (6) member IGA Oversight Board is to enhance good communications between agencies and to provide oversight as the JCFD#1 Fire Chief and management team provides the administration and service delivery under the terms of this Agreement. The Oversight Board will meet at least quarterly and provide feedback to the governing bodies of JCFD#1 and JCEMSD. IGA Oversight Board will comply with Oregon Public Meeting Law.
- c) **Dispute Resolution.** Any disputes related to the implementation of this Agreement will be first addressed by the JCFD#1 Fire Chief. The IGA Oversight Board will hear all unresolved disputes and refer resolution recommendations to the governing bodies of JCFD#1 and JCEMSD for final resolution.

3. Jefferson County Fire District #1 Powers and Responsibilities.

In accordance with all covenants, conditions, and obligations provided in this Agreement, effective July 1, 2022 at 12:01 a.m., JCFD#1 will assume and provide all administrative and operating services related to emergency medical services within the territory of JCEMSD and all employees of JCEMSD will become employees of JCFD#1.

Pursuant to this Agreement and ORS 478.360, JCFD#1 has the power to maintain, operate, manage and control emergency service activities and equipment, resources, and property of the JCEMSD, and to employ (within the limits of budgetary capabilities) the necessary personnel, and to do any and all other things necessary or desirable to provide efficient and economical emergency and transport services to all persons and property within Ambulance Service Areas (ASA) assigned to JCFD#1.

JCFD#1 shall have, and may exercise, all powers and functions as vested in statutory rural fire protection districts, per ORS Chapter 478, except as specifically provided in the Agreement.

These powers include, but are not limited to the following:

- a) To make and enter into contracts, including those with the parties hereto, for goods and services otherwise.
- b) To employ all necessary personnel.
- c) To acquire, construct, manage, maintain, or operate any buildings, works, improvements, or other facilities, at the discretion of the titled governing board.
- d) To acquire, hold or dispose of real property, at the discretion of the titled governing board.
- e) To sue and be sued in its own name.
- f) To incur debts, liabilities, or obligations subject to appropriation and applicable law, provided that no debt liability or obligation shall constitute a debt, liability, or obligation to JCEMSD without approval of the JCEMSD board of directors.
- g) To apply for, accept, receive, and disperse grants, loans, and other aid from any governmental entity or private party or political subdivision thereof.
- h) To invest any unexpended funds that are not required for the immediate operation of JCFD#1 in accordance with the laws of the State of Oregon.
- i) To carry out and enforce all provisions of this Agreement.

4. JCFD#1 Duties.

The duties of JCFD#1 shall include, but are not limited to, the following:

- a) Exercise a good faith effort to maintain and improve emergency transport services in the ASA's service area at levels not less than provided by law to meet ASA agreement.
- b) JCFD#1 shall hire and set the terms of employment, inclusive of training and proficiency standards, for all employees including volunteers, and shall terminate such employees and/or volunteers as it may deem necessary for the efficient performance of JCFD#1 functions and responsibilities.
- c) JCFD#1 shall establish and maintain an employee grievance and appeals procedure so as to afford employees and volunteers a mechanism to contest, and have reviewed, disciplinary or adverse job actions.
- d) JCFD#1 shall adopt and abide by all County, State and Federal EMS regulations.
- e) JCFD#1 shall set and collect fees and charges for ambulance and emergency medical

services provided by JCFD#1 and shall collect such fees and charges as provided in any contract regarding billing that JCEMSD has with third-party providers that are assigned to JCFD#1.

- f) JCFD#1 shall administer any public and private grants previously obtained by JCEMSD and assigned to JCFD#1 and shall regularly investigate and pursue public and private grants and other financial aid that may be available to fund or defray the costs of the operations.
- g) The governing body of JCFD#1 appoints a Fire Chief to manage the JCFD#1. The Chief or Chief's designee is vested with the following duties and obligations:
 - 1) To supervise all employees and volunteers required for the provision of services and maintenance of operations of all facilities, subject to the personnel rules established and adopted by JCFD#1. Prior to July 1, 2022, the Fire Chief shall update the JCFD#1 personnel rules as necessary to address issues related to the JCEMSD employees that will be transferred to JCFD#1.
 - 2) To adopt general operating guidelines, including operating policies and procedures, as deemed appropriate.
 - 3) To provide for the placement, staging and assignment of equipment and personnel.
 - 4) To approve and execute any contract for capital costs, costs of special services, equipment, materials, supplies, maintenance, or repair that involves any expenditures by JCFD#1 subject to limitations set by the governing body of JCFD#1.
 - 5) To expend funds and enter into contracts, whenever required in an emergency, for the immediate preservation of the public health, safety, and welfare, provided that the amount of funds involved does not exceed any limitations set forth by the adopted budget.
 - 6) To provide for, through designation or otherwise, the design and construction of any buildings, additions, or improvements to the facilities operated by JCFD#1 subject to the approval by the governing body of JCFD#1.
 - 7) To supervise all personnel required in connection with the planning, design, and construction of any buildings, additions or improvements to the facilities operated by JCFD#1, subject to the approval of the governing ~~body~~ body of JCFD#1.
 - 8) To supervise the acquisition, construction, management, maintenance, and operation of all facilities and personnel.

- 9) To prepare and submit to the Boards of JCFD#1 and JCEMSD an annual operating budget for the next fiscal year, in accordance with the budget schedule of the districts and the provisions therein.
- 10) To dispose by sale of any property subject to limitations set by the governing body of JCFD#1.
- 11) To contract for or provide insurance, financial audits, and accounting as needed by JCEMSD. JCFD#1 shall budget such amounts as necessary to cover expenses associated with JCEMSD expenses such as insurance, financial audits, accounting, and expenses of the governing body of JCEMSD.

4A. JCEMSD Duties.

The duties of JCEMSD shall include the following:

- a) Adopt an annual operating budget. The proposed budget will be prepared as provided by Section 4(g)(9).
- b) As soon as practical after the effective date of this Agreement, JCEMSD shall provide JCFD#1 a complete list and copies of all contracts, agreements, public and private grants, and any other obligations of JCEMSD and shall work with JCFD#1 to assign all the applicable JCEMSD's obligations pursuant to such to JCFD#1.
- c) Such other duties of JCEMSD as specifically described in this Agreement.

5. Real Property and Equipment Transfer.

All real property listed below and all capital equipment, disposable equipment, and supplies owned by JCEMSD as listed on **Exhibit A**, shall transfer to JCFD#1 on July 1, 2022. All real property, capital equipment, disposable equipment, and supplies not listed shall transfer to JCFD#1 no later than January 1, 2023.

Station located at 360 SW Culver Hwy, Madras, OR 97741

Longitude: -121.1367, Latitude: 44.6312

Jefferson County Maps

Map Number: 11.13.11AC

Map Taxlot: 111311AC01702

5A. Accounts Receivable.

All Accounts Receivable of JCEMSD as of July 1, 2022 shall remain with JCEMSD and shall not transfer to JCFD#1. JCFD#1 shall provide such services as needed to collect all of JCEMSD's Accounts Receivable. The proceeds from collections of JCEMSD's Accounts Receivable shall be funds of JCEMSD but shall be transferred to JCFD#1 in accordance with Section 8 below. JCEMSD authorizes JCFD#1 personnel to use

JCEMSD's name in all collection activities.

All billings, charges and Accounts Receivable related to the emergency medical services provided on and after July 1, 2022 pursuant to this Agreement shall be the responsibility of JCFD#1. Prior to July 1, 2022, JCEMSD shall work with JCFD#1 to notify any insurance companies and other parties of this Agreement.

6. Personnel and Employee Transfer.

All full-time employees, part time employees and volunteers of JCEMSD shall be transferred to JCFD#1 and shall be considered to be full time employees, part time employee's or volunteers of JCFD#1 on July 1, 2022. **Exhibit B** (Employee Transfer) and Exhibit C (Organizational Chart) outline specific benefits and obligations related to the transfer of employees and volunteers to JCFD#1.

7. Meetings.

JCFD#1 and JCEMSD shall comply with Oregon Public Meeting Law. JCFD#1 will provide the necessary staffing of JCEMSD meetings. Minutes and notices of all meetings shall be sent to each respective district in addition to any other notice required by Oregon Law. Monthly meetings of JCEMSD and JCFD#1 governing body will be conducted jointly whenever practical.

8. Initial Funding and Budget.

~~At the July 2022 Regular Board meeting~~ As soon as practicable after July 1, 2022, JCEMSD shall transfer to JCFD#1 \$ _____ which the Parties have determined is adequate funds all but \$200,000 of the funds of JCEMSD. JCEMSD shall retain \$200,000 in the event an unanticipated expenditure is incurred. This transfer will ~~to~~ cover first six months ~~cost of transferred employees, operations, and anticipated capital expenditures to~~ of JCFD#1 to provide emergency medical services and cover the cost of routine ongoing expenses that may be incurred by JCFD#1 on behalf of JCEMSD. This transfer will also cover the PERS, compensatory leave, and other employee related costs of JCEMSD that is assumed by JCFD#1 as described in Exhibit B. Funds transferred shall include all cash on hand, reserves, unappropriated balances, contingencies, sinking funds, equipment funds, and all other funds of whatever type. [DR1]

The balance of any funds remaining with JCEMSD and any other funds received by JCEMSD after July 1, 2022 shall be transferred to JCFD#1 by January 1, 2023; provided that any outstanding Account Receivable collected by JCFD#1 on behalf of JCEMSD or received directly by JCEMSD shall be transferred to JCFD#1 on a monthly basis by the 10th day of each month. ~~and any other~~ Any funds received by JCEMSD after January 1, 2023 shall be transferred to JCFD#1 on a monthly basis.

Upon adoption of the budget of each party, each party shall be responsible through its designated agents to expend and receive the revenues and operate within the approved budget as allowed by Oregon State Law.

JCFD#1 will provide cost accounting and payroll services. All expenditures and services to be provided by JCFD#1 shall be budgeted and expended through JCFD#1 budget. JCEMSD and JCFD# agree that all services will be provided as a part of, and included within, the JCFD#1 budget which in turn will be funded by JCFD#1 current and future revenues including ambulance fees that currently fund JCEMSD.

9. Costs of Providing Services.

JCFD#1 shall be responsible for all true and verifiable direct and indirect costs of providing services. JCEMSD shall provide initial funding as outlined in Section 8. Such costs shall include, by way of illustration and not limitation, the following:

- a) Personnel costs for full time firefighters, paramedics, EMT's, volunteers, both direct and indirect, including contributions to pension funds and other employee benefits.
- b) Station maintenance and supplies, including telephone, radio equipment, radio maintenance, dispatch costs, office supplies, utility costs, costs to repair stations and capital improvements to stations.
- c) Vehicle fuel, tires, and maintenance.
- d) Training costs.
- e) Accessory firefighting and EMS tools and equipment.
- f) Dues and subscriptions.
- g) Equipment lease payments and other obligations incurred for equipment.
- h) Debts lawfully incurred by JCFD#1 in the completion of its mission.
- i) Protective Clothing.
- j) Insurance.
- k) Legal, administrative, accounting, travel, food, and conference expense.
- l) Member Recertification costs.

10. Indemnification.

To the extent legally possible and within the provisions of the Oregon Tort Claims Statutes and the Oregon Constitution:

- a) JCEMSD shall defend, indemnify and hold harmless JCFD#1, its officers, agents, employees, and contractors, from and against any and all claims, actions, liabilities, costs, including cost of defense (including attorney fees at trial or on appeal) arising out of or in any way related to JCEMSDthe performance or non-performance of this Agreement. by JCEMSD.
- b) JCFD#1 shall defend, indemnify and hold harmless JCEMSD, its officers, agents, employees, and contractors, from and against any and all claims, actions, liabilities, costs, including cost of defense (including attorney fees at trial and or on appeal), arising out of or in any way related to JCFD#1’s performance or non-performance of this Agreement.
- c) In the event any such action or claim is brought against one Party, which is the responsibility of another Party, the Party responsible shall, upon tender, defend the same at its sole cost and expense promptly satisfy any judgment adverse to the other, and reimburse for any loss, cost, damage, or expense (including attorney fees at trial or on appeal) suffered or incurred by the other.

11. Miscellaneous

a) Inspection of Records.

Except for privileged communications, JCEMSD Board may inspect records of JCFD#1 relating to the performance of this Agreement including those not subject to disclosure under the Oregon Public Records Law, provided however, JCEMSD representative inspecting the records preserves the nondisclosure nature of the records.

b) Notice.

Any notice required by this Agreement shall be deemed given when personally delivered or when deposited in the United States Mail, postage fully prepaid, certified and return receipt requested, addressed to as follows:

Jefferson County Emergency Medical Services District (Health District)
360 SW Culver Highway
Madras, Oregon 97741

Jefferson County Fire District #1
765 SE 5th Street
Madras, Oregon 97741

Each party may change its designated address by giving written notice to the others.

c) Audit.

The financial records of JCFD#1 shall be audited (or reviewed, as required by the State of Oregon) by the auditors hired to perform the audit for the public entity which

budgets JCFD#1's revenue and expenditures. JCEMSD is responsible for its own Audit or Financial review according to current laws and regulations.

- d) **Legal Advice.** Each Party shall consult their own respective legal counsel, as they deem necessary. For actions involving both jurisdictions each Party's attorneys may collaborate as appropriate. Cost of their respective counsel will be borne by the respective agency.
- e) **Governing Law.** At all times during the term of this Agreement. The Parties shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of Oregon, including all agencies and subdivisions thereof.

12. **Equipment and Facilities.**

a) **Conveyance of Interest.**

In consideration of the services to be provided by JCFD#1, on July 1, 2022, JCEMSD will convey without cost to JCFD#1 all rights, title and interests to all real and personal property utilized for service delivery or EMS purposes as identified in Exhibit A. All rights, title and interests in any real and personal property not listed in Exhibit A shall be conveyed to JCFD#1 no later than January 1, 2023.

b) **Responsibility for Assets.**

JCFD#1 shall be solely responsible for maintaining, repairing, and insuring all equipment and facilities conveyed by JCEMSD to JCFD#1. Under no circumstances will JCFD#1 release, convey, or encumber any interest in any real estate or fixtures, including leasehold interests, retained by JCEMSD without the prior written consent of JCEMSD.

c) **New Equipment and Facilities.**

During the term of this Agreement, the Parties acknowledge that the equipment and or facilities may be modernized or replaced. Unless otherwise agreed to by all the Parties, new equipment or facilities shall be titled in the name of JCFD#1. The addition and deletion of equipment and or facilities, maintained and used by JCFD#1 shall be promptly reflected on the inventory of equipment and facilities referenced above, but shall have no effect on the ~~capitol~~-capital account of the contributing Party.

d) **Distribution upon Termination or Withdrawal.**

In the event this Agreement is terminated for any reason prior to formal dissolution of JCEMSD, all real and personal property formally owned by JCEMSD, shall be returned to JCEMSD in a condition comparable to that at which it was originally provided to JCFD#1, normal wear and tear excepted, including such modifications which have been approved by JCFD#1.

With respect to all other assets of JCFD#1, in the event of a termination of this Agreement, JCFD#1 and JCEMSD agree to cooperate in good faith and in a timely

manner to transfer assets back to JCEMSD. JCFD#1 can continue to provide adequate fire protection and emergency medical services to their constituents without a lapse or significant reduction in the provision of such services and in a manner which reflects an equitable return JCEMSD capital contribution, and distributions of property in-kind shall be valued at the fair market value of the property being distributed at the time of distribution. All such distributions shall be completed no later than the last day of the agreed upon termination date.

In the event equipment or facilities cannot be equitably distributed to the Parties, and unless otherwise agreed, the property shall be sold, and the proceeds shall be allocated to the Parties in the same proportion referenced above. The Parties may agree to arbitration in accordance with ORS 36.600 through 36.740.

13. Ambulance Service Area.

Jefferson County Ambulance Service Area (ASA) assignment to JCEMSD will expire December 31, 2022. Jefferson County is expected to solicit proposals for the provision of ambulance services within the ASA during the term of this agreement. The parties will work together to submit a proposal to Jefferson County to transfer the Ambulance Service Area to JCFD#1 to be effective July 1, 2022. Thereafter, JCFD#1 shall be responsible for compliance with the Jefferson County Ambulance Service Ordinance during the term of this Agreement.

Wasco County Ambulance Service Area (ASA) assignment to JCEMSD will expire _____. The parties will work together to submit a proposal to Wasco County to assign the Ambulance Service Area to JCFD#1 to be effective July 1, 2022. Thereafter, JCFD#1 shall be responsible for compliance with the Jefferson County Ambulance Service Ordinance during the term of this Agreement.

14. Principal place of Business.

The official offices of JCFD#1 shall be located at 765 SE 5th Street Madras, Oregon. The JCFD#1 Board of Directors may change the principal place of business at any formal meeting.

15. Volunteer Associations.

JCFD#1 acknowledges the existence of the Jefferson County EMS Volunteer Association and the role it plays in the provision of emergency medical services. In the future, JCFD#1 will work with the Jefferson County EMS Volunteer Association and the Jefferson County Fire Volunteer Association to develop a plan for the consolidation of the volunteer associations.

16. Severability.

In the event that any of these terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person, corporation or circumstance by any court having competent jurisdiction, the remainder of this Agreement shall not be affected thereby. If any provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable, such determination shall not affect or impair the validity or enforceability of any other provision, and JCEMSD and JCFD#1 may renegotiate the invalid or unenforceable provision so as to cure such defect, if possible, and have it reflect and serve as closely as possible the original intent and purpose of same, unless to do so would make the Agreement inequitable.

17. Mediation.

In the event of a dispute between JCEMSD and JCFD#1 which arises out of or relates to this Agreement, any alleged default hereof, the termination of this Agreement, the operation of JCFD#1 affairs, or the rights and duties of any of the Parties, including but not limited to disputes regarding the establishments or modification of budget requests, the Parties agree to first proceed in good faith to submit the dispute to mediation. The parties will jointly appoint an acceptable mediator and JCFD#1 will pay the reasonable costs of such mediation, including the mediator's fees. If the parties cannot agree upon a mediator, either party may request that any person then sitting as a presiding judge of the Jefferson County Circuit Court appoint a mediator.

18. Addendums.

This Agreement may be modified through the addition of an addendum approved by JCFD#1 and JCEMSD governing bodies and made part of this Agreement.

19. Termination.

Provided that notice of termination is given no less than six (6) months prior to the end of the fiscal year, this Agreement may be terminated on the last day of the then current fiscal year by a majority vote of either District's governing body.
~~This Agreement may be terminated by a unanimous vote of either Districts governing body. Further, this Agreement may be terminated upon a minimum of four (4) months' notice by either District, not to terminate prior to the last day of the current fiscal year.~~

Signed this _____ day of _____ 2022

JEFFERSON COUNTY EMERGENCY MEDICAL SERVICES DISTRICT:

BOARD PRESIDENT

ATTESTED BY:

JEFFERSON COUNTY FIRE DISTRICT #1

BOARD PRESIDENT

ATTESTED BY

DRAFT

Exhibit B EMPLOYEE TRANSFER

ORS 236.605 to ORS 236.640 establishes the rights of employees and the obligations of employers when public employees are transferred. The following provisions set forth the rights and obligations of JCFD#1, JCEMSD, and JCEMSD employees being transferred to JCFD#1.

Rights of Employee When Duties Assumed by Different Public Employer

No JCEMSD employee shall be deprived of employment solely because the duties of employment have been assumed or acquired by JCFD#1. Every JCEMSD employee shall be transferred to the employment of JCFD#1. JCEMSD agrees that after the effective date of this Agreement that JCEMSD shall not offer employment to any person, or change the employment status of any JCEMSD employee, without first consulting the Chief of JCFD#1.

Status of Transferred Employee

Each transferred employee shall enjoy the same privileges, including benefits, hours, and conditions of employment, and be subject to the same regulations as other employees of JCFD#1. JCFD#1 and JCEMSD agree that the transfer shall take place on July 1, 2022 at 12:01 a.m..

JCFD#1 shall place each transferred employee in a position comparable to the position the employee enjoyed under prior employment in accordance with the Operational Chart attached as Exhibit C to this Agreement. Prior to [June 30, 2022](#), JCFD#1 shall adopt such employee classifications as needed to provide to each transferred employee a comparable position to the position the employee enjoyed under JCEMSD. In addition:

- For a probationary employee, the past service with JCEMSD of the transferred employee on probation shall apply on the regular probation requirements of JCFD#1.
- Each transferred employee shall retain the seniority the employee accrued under JCEMSD.
- Each transferred employee's seniority from JCEMSD shall be regarded as seniority acquired under JCFD#1.

PERS

[As of December 31, 2019, JCEMSD has Unfunded Accrued Liability, after adjustments, of \\$1,404,916.](#) As required by ORS 238.235, JCFD#1 and JCEMSD agree to the following regarding any unfunded Public Employees Retirement System liability or surplus of JCEMSD. [As partial consideration of the funds transferred to JCFD#1 pursuant to Section 8 of this Agreement, JCFD#1 shall assume all unfunded PERS liability of JCEMSD.](#)

Compensation

Each transferred public employee salary under JCEMSD shall not be reduced as a result of a transfer during the first 12 months of employment with JCFD#1. After the first 12 months of

Exhibit B EMPLOYEE TRANSFER

employment with JCFD#1, each transferred public employee shall be placed at the closest salary for the position as designated under JCFD#1 salary schedule. Prior to June 30, 2023, JCFD#1 intends to review total compensation of all JCFD#1 employees to determine such adjustments that may be appropriate~~shall adopt such salary schedules as needed to provide to each transferred employee a salary consistent with this paragraph.~~

Compensatory Leave

After the transfer, JCFD#1 shall grant any leaves according to JCFD#1's Personnel Policy and Procedures governing use of leaves.

JCEMSD shall liquidate accrued compensatory leave each transferred employee at the time of transfer, consistent with any applicable statute or collective bargaining agreement.

- At the time of transfer, each transferred public employee may elect to:
 - Retain any accrued sick leave; and
 - Retain up to 80 hours of vacation leave.
- ~~At the time of transfer, and in addition to the amounts described in Section 8 of this Agreement, JCEMSD shall pay JCFD#1 a sum equal to the number of hours of accrued leave retained times the employee's hourly rate of pay, which sum is anticipated to be \$To Be Determined.~~

As partial consideration of the funds transferred to JCFD#1 pursuant to Section 8 of this Agreement, JCFD#1 shall assume all financial responsibility for the leave transferred to JCFD#1.

Health Insurance

Transferred JCEMSD employees may elect to have coverage under the existing JCFD#1 health plan. In addition, JCFD#1 shall maintain JCEMSD's existing health coverage for transferred JCEMSD employees for approximately six to eighteen months. During this time period, JCFD#1 will review health insurance options available to all JCFD#1's employees.

In the event that any transferred employee is subject to a waiting period for coverage of preexisting conditions under the JCFD#1 health insurance plan, JCFD#1 shall arrange for a waiver of such waiting period with its health insurer. As partial consideration of the funds transferred to JCFD#1 pursuant to Section 8 of this Agreement, JCFD#1 shall assume all financial responsibility for the JCEMSD shall reimburse JCFD#1 for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

Employment Records

JCEMSD shall furnish the employment records of each transferred employee to JCFD#1 at the time of transfer.

Reemployment Right of Employees

Exhibit B EMPLOYEE TRANSFER

If this Agreement is terminated and JCEMSD resumes EMS operations, each employee transferred to JCFD#1 shall be entitled to return to the same position with JCEMSD that the employee had with JCEMSD prior to transfer, if the employee has remained an employee of JCFD#1 in good standing to the termination of this Agreement.

Volunteers

Volunteer shall meet all medical, fitness and other requirements as determined by JCFD#1. Volunteers who do not meet or successfully complete those requirements will be required to comply with JCFD#1 policies and procedures to improve their medical / fitness condition in order to satisfy JCFD#1's requirements. Failure to meet the JCFD#1 requirements may affect the volunteer's status with JCFD#1.

JEFFERSON COUNTY FIRE & EMS



BUILDING A FUTURE TOGETHER



- **Strength in numbers by consolidating our emergency responders**
- **Enhanced service for all communities**
- **Fully utilize current staff, student interns & volunteers**
- **Cross-training for improved readiness**
- **One 911 dispatch channel eliminates confusion during emergencies**

"WE" - The New Norm

Serve people in emergencies as one cohesive team

Reduce duplication of service

Supported by JC Fire and EMS first responders

- JC Fire & EMS Boards jointly formed a community based "Consolidation Working Group"
- Consolidation Working Group includes members from throughout Jefferson County
- Professionals experienced in merging districts are helping to make sure we do it right
- JC Fire & EMS Boards, working in partnership with the Consolidation Working Group, have adopted a timeline for successful consolidation of fire and EMS
- JC Fire District hired a new chief with experience in both fire and EMS services which will facilitate achievement of our goals
- JC Fire & EMS responders have begun joint training sessions on a daily, weekly and monthly basis as they prepare for a complete consolidation of services
- JC Fire & EMS administrators and staff have moved forward to begin operating primarily out of the fire station starting this spring to facilitate a smooth transition this summer
- A major goal in the timeline is merge operations by summer of 2022
- Consolidation will be completed in 2023

ORGANIZATION/EVENT	DAY/TIME/VENUE	PRESENTERS	NOTES
JC Fire-EMS Open House	Thurs. March 3, 3-6pm	Mingle	Everyone
JC Fire-EMS Chief Swearing In	Thurs. March 3, 4:30pm	"	"
Madras Kiwanis Club	Tues. March 22, noon-1:00pm New Basin Distillery	Janet	Mike A, Susie S & Joe K attended
Madras Rotary Club	Tues. noon-1:00pm Mazatlán	Rick will set up	
Madras Lions Club	Wed. noon-1:00pm Black Bear	Janet will set up	
Madras City Council	Tues. April 26, 7:00pm Madras City Hall Council Rm	Janet	
Metolius City Council	1 st Mon. 6:00pm Metolius City Hall		
Culver City Council	3 rd Mon. 6:00pm Culver City Hall	Gretchen Rick	
JC Commission Mtg	1 st , 2 nd , 4 th Wed. 8:15am JC Annex	Rick	
Madras-JC Chamber Board	April 19, noon-1:00pm Chamber Office Conf Rm	Janet Joe	
School Board 509J	April 11, 7:00pm District Office	Mack, Kim	
Culver School Dist 4	Thurs. April 21, 6:30pm District Office – 412 W E St	Mack	
St Charles Madras David Golda & reps	Madras Hospital A St Madras	Mack	
Ashwood School Board	2 nd Thurs. 6:00pm Ashwood School		
MACRD Board	Mon. April 18, 6:00pm 1195 SE Kemper Way	Janet	
Library Board	2 nd Tues. Madras Chamber office	Susie	
Lake Chinook Fire & Rescue Board	2 nd Friday, 2:00pm	Dusty	
3-Rivers HOA Board			
Fair Board			
Crooked River Ranch Board			
DONE			
BOOKED – STILL TO DO			