

AGENDA

Joint Regular Board Meeting

This meeting will include the Board of Directors for Sheridan Fire District, SW Polk Fire District and West Valley Fire District

Hosting agency:

West Valley Fire District – 825 NE Main Street – Willamina, OR 97396*

*Public attendance is encouraged virtually and attending in person may be limited per COVID requirements.

Face masks are required for all attending the meeting in person.

April 8, 2021 at 6:00 pm

Join from computer or smartphone: <https://meetings.ringcentral.com/j/1444293752>

Or by phone: +1(623)4049000 Meeting ID: 144 429 3752

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Additions or corrections to the agenda
5. Approval of Minutes/All Agencies
6. Financial Report
 - A. Sheridan
 - B. SW Polk
 - C. West Valley
7. Audience Participation:

This is an opportunity for citizens to make comments. Clearly state your name and home address and the topic you will address. Questions may be referred to staff as appropriate to be answered at a future time.

Time is limited to a total of three minutes and speakers are asked not to repeat what others have said.
8. EXECUTIVE SESSION: As authorized under ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.
9. Old Business
 - A. Fire Chief Job Description & Contract.....All.....Discussion/action
 - B. Budget Committee.....SW/SFD.....Discussion/Action
 - a. SFD & SWP Boards may close their meetings at this time.
 - C. January Financials.....WV.....Discussion/Action
 - D. Board Policies.....WV.....Discussion /Action
10. New Business
 - A. Ambulance Maintenance.....WV.....Discussion
 - B. Ambulance Replacement.....WV.....Discussion
 - C. Contract Signing.....WV.....Discussion /Action
 - D. Schedule Board Candidate Interviews.....WV.....Discussion
11. Chief's report
12. Director comments and/or agenda items for next month
13. Adjournment
 - A. Next Joint Regular Board Meeting: May 13, 2021

Draft of Potential Motions

Draft of potential* motions for 4-08-2021 meeting

Minutes

- I move to approve the March 08, 2021 West Valley Special Meeting minutes as presented.
- I move to approve the March 11, 2021 Joint Board Meeting minutes as presented.
- I move to approve the March 23, 2021 Sheridan Fire District and SW Polk Fire Districts joint board meeting minutes as presented.

Financial Reports

- I move to approve the financial reports for Sheridan Fire District as presented.
- I move to approve the financial reports for SW Polk Fire District as presented.
- I move to approve financial reports for West Valley Fire District as presented.

Old Business

- C. I move to approve the January financials for WV Fire Districts.
- D. I move to approve the WV joint board policies.

New Business

- A. I move to approve the Fire Chief signing the Systems Design West, LLC and the OHA contract for GEMT.

WVFD
March 08, 2021
Special Meeting
Minutes

West Valley Fire District

Special Meeting Minutes - March 8, 2021 4:00pm - 825 NE Main St. Willamina, OR 97396

*Meeting was held virtually via RingCentral Meetings

Board Members Present	Board Members Absent
West Valley Fire District Rick Mishler Gary Brooks Roy Whitman (V)(ARC) Chris Greenhill Connie Brown	None
	Administration Present
	Fred Hertel Damon Schulze (V) Les Thomas (V) Samantha Tuck

Virtual- (V) Arrives after roll call- (ARC)

GENERAL BUSINESS

Call to Order		President Rick Mishler, West Valley Fire District, opened the meeting at 4:08 pm. The agency has a quorum of directors which allows deliberation and decision making. Public comment will be taken per the agenda.
Financial committee	Discussion	Introductions: Richard Schumann, Doug Hunter, Ryan Mehlhoff & David Clark. Goal for the committee: The purpose is to explore the financial history over the past three years, to look into what we have now and where we get our money and to determine where we will be looking at in the future. The goal would be to make advisory opinions as to where West Valley will be best off in the future. Mishler asks how we will overcome the loss from the Confederated Tribes of Grand Ronde leave then asks the Chief to go over the 5-year financial projection and asks why the cost has gone up and down. Hertel explains that CTGR is transitioning to take over half of the staff when they separate. Insurance is an example of how some costs do not directly change with staffing changes. Hunter asked about how user revenues can be projected at about a 19% increase. Hertel explains that the Board adopted an updated billing ordinance in January 2020. Brooks asked about GEMT revenues. Hunter asks about SW Polk, how they get ambulance coverage and how they relate in the partnership. Mishler adds that we have no plan when the consolidation passes or doesn't pass. Where do we go to make sure we have the ability to operate our service. Mehlhoff ask about the best path forward. Hertel explains that if WV does not go with the consolidation WV would not have the ability to maintain service at its current level. Hunter asked why we lost service previously. Hertel explained that WV had previously not honored the CTGR contract appropriately. The student program declined because of generational culture and other educational changes. Hertel describes how it will take another year or two of data to determine exact pathways forward. Patti Brooks adds that she never thought we were in a precarious position and that the tribal contract cost more then they paid and that we had an abundance of students. She has a hard time believing the explanation. Hunter asked about when the consolidation is slated to go to the public. Hertel replies, November 2, 2021. Mishler discusses a scenario of going back to a similar operation to their previous one. He believes it will work

		<p>better. Brooks discusses the relationship between SFD/SWP/WV. Mehlhoff asked about when could WV reenter into the new district. Hertel described a couple of the scenarios for reentering. Late 2022 would be the quickest path to get WV back into the consolidation. Hunter states that he sees no solution with West Valley being on their own. Connie asks about the difference between annexation, levies, and consolidation. Hertel agrees that the levy goes away with the consolidation. Brooks asks about why SFD/SW would want to allow WV into the consolidation if they are in such bad shape. Greenhill discusses the benefits to WV if the SFD/SWP consolidation does go forward. Whitman brings up the fact that CTGR will always remain a partner and we will always have that relationship with them. More discussion about the future paths and financials</p>
Update on Vacant Board Position	Discussion/Action	<p>Mishler asked how many applicants we have for the vacant position. Hertel states that we received one application so far. Mishler further goes into the parameters on appointment to a vacant board position.</p> <p>Motion: Brown Second: Greenhill <i>I make a motion to put a March 18th deadline on Board applications.</i> Motion passes unanimously</p>
Responder appreciation	Discussion/Action	<p>A discussion was held by all Board members that they want to give WV line staff a \$50 gift card. It was decided that the total budget amount would be \$1,000 and the chief would investigate how much the taxes are since in needs to be counted as income and taxed. The \$1,000 will cover the tax cost and what is left will be split amongst the line staff.</p> <p>Motion: Brooks Second: Mishler <i>I move to put \$1000 into a pot, minus the tax liabilities and splits the remaining dollars equally among the 12 WV line staff.</i> Motion passes unanimously</p>
Article for the bulletin	Discussion/Action	<p>The final draft of the West Valley Board members goals was submitted to the board for review. All board members agreed with the document.</p> <p>Motion: Brooks Second: Mishler <i>I move to adopt the official position statement and place it into the bulletin board.</i> Motion passes unanimously</p>
Payroll	Discussion	<p>Brooks states that he would like the names to put back on the financial document. Hertel explained that he has spoken with our lawyer and he says that we have two options because it is close to a legal issue, we can either keep the names out and still give the board the information they are getting with the new document or we can put the names back in and then they will get less information on the document to refrain from running into legal matters.</p> <p>Brown states that she like the information the board is getting now and does not want the names added back onto the document. <i>Brooks makes a motion to put the names back on the spreadsheet, there was no second and the motion died.</i></p>
Board Policies	Discussion	<p>Mishler and Brooks discussed the joint board policies. The Board decided to table them.</p>

Not on the agenda	Discussion	Brooks withdraws his resignation. Greenhill stated that you can not do that after three days. Brooks states it is like tearing up the check, I can do what I want.	
Adjournment		Meeting adjourned at 6:22 PM.	
Action Items/Items for Follow-Up			
Deliverable		Responsible Party	Timeline

Upcoming meetings/events:

- 04-08-2021

Board packet and handouts included:

- Agenda

In our Board Meetings, we agree to...

- Begin and conclude meetings on time
- Be on time and come prepared to participate
- Be respectful, including:
 - Keeping our cell phones silent
 - Listening without interrupting when someone else is speaking
 - Allowing for all to contribute to the discussion
 - Honoring the Chair
- Follow Robert's Rules of Order for parliamentary procedures
- Honor confidentiality
- Have fun!

SFD, SWP, WVFD

March 11, 2021

Joint Board

Meeting Minutes

Sheridan Fire District - SW Polk Fire District - West Valley Fire District
 Joint Regular Meeting Minutes - March 11, 2021 6:00pm - 275 Main Street, Rickreall, OR 97371*

*Meeting was held virtually via RingCentral Meetings.

Board Members Present			Board Members Absent
<u>Sheridan Fire District</u> Tammy Heidt Carol Harlan (V)(ARC) Scot Breeden (V)(ARC) Parrish Van Wert (V)(ARC) Brice Ingram (V)(ARC)	<u>SW Polk Fire District</u> Rod Watson Keith Moore Bruce Sigloh (V) Frank Pender Bob Davis (V)	<u>West Valley Fire District</u> Rick Mishler Gary Brooks Roy Whitman (V)(ARC) Chris Greenhill Connie Brown	
			Administration Present
			Fred Hertel Mariah Prescott (V) Samantha Tuck Les Thomas

(V) – Virtual attendance (ARC) – Arrived after roll call

GENERAL BUSINESS

Call to Order		President Rod Watson, SW Polk Fire District, opened the meeting at 6:04 pm. Each agency has a quorum of directors and which allows deliberation, decision making and will take public comment per the posted agenda. Pledge of allegiance was recited.
Roll call		Several members arrived after roll call. As noted above.
Insurance question	Not on the agenda	Mishler asked a question on a \$37,000 check to SDAO. Hertel stated it was two months of insurance premiums for February and March. The discussion satisfied Mishler's question.
Minutes	Discussion/Action	Motion: Frank Pender Second: Bob Davis <i>I move to approve the Joint Board meeting minutes.</i> Motion passes unanimously Motion: Rick Mishler Second: Gary Brooks <i>I move to approve the West Valley Special Meeting minutes.</i> Motion passes unanimously
CFO Selections	Discussion/Action	Hertel gave an overview of what Todd Kimball was going to cover. Kimball explains that he and staff are working on payroll conversion, credit cards streamlined, new bank accounts setup, accounting system conversion and performing general coaching and question/answers. The payroll conversion has been completed and they Watson asked about the payroll conversion and Kimball replied yes, switching from two internal versions to one new payroll company. Watson then asked if the new system is more efficient, and Kimball replied yes. Benefits to the new system includes calculations being performed by payroll professionals and a reduction of staff time. Mishler asks who is monitoring data in CrewSense? Hertel replied that the Battalion Chiefs manage CrewSense daily, Chief Schulze reviews it weekly and Chief Hertel verifies it monthly. Brooks asks if all three districts are using this system and Kimball replies yes and the system allows for employee online access to their information. Moore asks if the system is saving the districts money, Hertel replies that the software is roughly the same cost, but it is saving admin time which is saving us money. Heidt asks if we have had any staff feedback on the system and Hertel replies yes, they seem to like it.

		<p>Kimball states that we are trying to get all credit cards streamlined to First Federal and similarly with bank accounts. Watson states that he thought we had already consolidated all bank accounts, Hertel responds that we have not gotten them all yet but that we are working towards that goal. Kimball states that we intend to move SFD and SWP to QuickBooks Online, putting all three Districts on the same accounting system. Watson asks if this new program will be good for reports for the board, Hertel replies yes, and it also will save staff a lot of time. Kimball states that Mariah is doing an excellent job on getting up to speed and taking on finances. Kimball states that SFD is done with their audit but WVFD and SWP needed to be extended to May 1st. Heidt asks if Kimball is spot checking Prescott's work, and he replies no. Mishler asks Kimball if we can have two checks written, one for just what WVFD owes SFD for administration and one check for the rest of what WVFD owes SFD for. Kimball responds that it is not impossible to have two checks made out but that it doesn't make any sense to have two checks when there is documentation on the checks for what each amount is for. Chief Hertel then states that we have changed our report to accommodate the wants/needs of the WVFD Board and believes that we have created transparent documentation. Kimball then discusses renewal of his contract with the boards to continue system conversions, oversight, and technical assistance with financials. He suggests that work will take 4-5 hours a month at rate of \$165 per hour. Mishler states that he would like a clear timeline for the renewal of the contract with Kimball and that he would also like a report of what Kimball accomplished each month.</p> <p>Motion: Chris Greenhill Second: Rick Mishler <i>I move to extend the contract with CFO Selections to September 30th, 2021 with a \$5,000 cap, to meet revisit in September to decide on renewing the contract again and give Chief authorization to sign the contract.</i> Motion passed in WV & SWP but failed in Sheridan with Breeden, Ingram and Van Wert voting no. There was discussion about next steps. Sigloh asked the Watson for a roll call vote. Roll call vote produced unanimous votes in WV and SWP. SFD voted Breeden & Ingram - no; Van Wert, Harlan & Heidt – yes Motion Passes by this vote.</p>
<p>Sheridan Financials</p>	<p>Discussion/Action</p>	<p>Motion: Parrish Van Wert Second: Tammy Heidt <i>I move to approve last month's financials for SFD.</i> Motion passes: Ingram, Van Wert, Harlan & Heidt – yes; Breeden - no</p> <p>Ingram asks about the Aflac check & Heidt explains that it is an employee payroll deduction. He further asks about checks written to admin staff. Heidt explains that they are credit card payments. Breeden asks about a specific check in the SFD financials. Hertel explains that a Firefighter/EMT candidate was flying out from back east to test but we cancelled and rescheduled the test after he had booked his flight, hotel, and car. Chief Hertel felt like we should reimburse him for his travels. Breeden asks if the reimbursement was a 40/20/40 split. The Chief replies that yes. Breeden asked about SDIS insurance. Hertel explains that SDIS is the LTD insurance for the Board approved union contract. There was discussion about how the 40/20/40 was demonstrated in Quickbooks.</p>

SW Polk Financials	Discussion/Action	Motion: Bob Davis Second: Bruce Sigloh <i>I move to approve SW Polk monthly financial report.</i> Motion passes unanimously.
West Valley Financials	Discussion/Action	Motion: Rick Mishler Second: Connie Brown Mishler asked about the payroll check for Judy Breeden <i>I move to approve the monthly financials for West Valley Fire District.</i> Motion passes unanimously
Chiefs review process	Discussion/Action	Breeden states there was no process for approval of the eval form for the Chiefs yearly review. Watson states that we should make a new one. Heidt responds that this is the same process used last year with adjustments from the presidents meeting. Breeden states the presidents do not have that kind of power and cannot make decisions for the boards. Davis states that it was the same evaluation used from last year and that we go with this evaluation process this year and then make a new one for next year. Motion: Bob Davis Second: Bruce Sigloh <i>I move to approve the current methodology for evaluation of the Fire Chief.</i> Motion passes – Breeden – no; all other directors - yes
Executive Session	Discussion	ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.
Mutual Aid Agreement	Discussion/Action	Discussion about when the agreement starts and ambulance staffing and when the ambulance may start operating. Hertel describes that all resources are available and the CTGR ambulance would not start operating until Yamhill and Polk Counties ASA allow it. WV Motion: Rick Mishler Second: Gary Brooks <i>I move to approve the mutual aid agreement for WV as presented.</i> Motion passes unanimously SFD Motion: Tammy Heidt Second: Carol Harlan <i>I move to approve the mutual aid agreement for SFD as presented.</i> Motion passes unanimously SWP Motion: Frank Pender Second: Bob Davis <i>I move to approve the mutual aid agreement for SW Polk as presented.</i> Motion passes unanimously Motion: Connie Brown Second: Gary Brooks <i>I move to approve that Chief Hertel can sign documents for the Mutual Aid Agreement for West Valley.</i> Motions passes unanimously.
Budget Calendar/members		Discussion that the calendar is created as presented. Staff is working on budget members for a future meeting. Brooks said he was out of phone service for several days, if we tried to contact Patti Brooks
Budget resolutions	Discuss/action	The audit determined that the previously passed budget resolutions were not done correctly and adjustments were made per the recommendation

		<p>to the appropriated and unappropriated totals which did not change the overall budget.</p> <p>WV Motion: Rick Mishler Second: Gary Brooks I move to approve the updated budget resolution 2019-07 Motion passes unanimously</p> <p>SFD Motion: Carol Harlan Second: Scot Breeden I move to approve the updated budget resolution 2019-05 Discussion on adding the correct fiscal year to the document. Expected that staff will add correction. Motion passes unanimously</p> <p>SWP Motion: Frank Pender Second: Bob Davis I move to approve the updated budget resolution 2019-06 Motion passes unanimously</p>
<p>ASA discussion</p>	<p>Discussion</p>	<p>Mishler discusses potential changes to the Polk County ASA agreement. Pender stated the closest resource should be recommended for the best service to the citizens and the efficiency of service. Moore states that the ambulance is available if Dallas chooses to use it for improved service to the area. Brown states that she would have a hard time denying someone an ambulance from Grand Ronde if they are closer. Brooks stated the chief did a good job of describing the benefits of an ambulance in Salt Creek for the Sheridan residents at the ASA committee agreement. Watson stated that service should be first and politics should not get in the way of that. Moore states that we can not currently provide service better than Dallas but in the future who knows. We must provide the best we can. Breeden doesn't disagree with the ambulance being in Rickreall but does disagree that the ambulance should be discussed further, and the politics and money should be considered. Hertel states, it is a great discussion, and that the ambulance is placed in Rickreall for the best service to Sheridan's citizens and that nothing about the ambulance sitting in Rickreall is about taking anything from Dallas or Polk #1. If they choose to use it that is a decision for them and their leadership. We need the ambulance there for the best service of the Sheridan and West Valley citizens. Heidt discussed that she knows of no citizens that care about the name on the side of the ambulance but rather that they wish for the closest resource to get there first. Harlan stated she wants the first available ambulance to her need. Brooks asked if the Sheridan Board has considered the cost of having an ambulance in Salt Creek versus Rickreall. Heidt stated that the cost is the same as having it in Rickreall and that we are partnered for this improved service. Davis adds that the second medic for Sheridan will be staffed 24/7 as the partnership with SW Polk proceeds forward. Another great aspect of this consolidation, a win/win situation. We need to put away animosities and provide the best service possible.</p>
<p>Apparatus Replacement</p>	<p>Discussion</p>	<p>Hertel discussed the maintenance system that has been developed. He follows with the fact that we are playing catchup on different maintenance needs from years of deferment and that we have a maintenance system established. Brown discusses the maintenance records that she reviewed. Brown states she is impressed with the</p>

		current system. Mishler states that he is frustrated that we purchased a new pickup instead of focusing on maintenance needs. Rick reads a statement on the importance of maintenance. Greenhill discussed when maintenance becomes the need of replacement. Brown states she knows it is bad, but we must do something. Breeden states he agrees with Greenhill that maintenance must be done. We do not have enough money to maintain all vehicles, but we also do not have enough money to replace vehicle as needed. Brown's states her review of the maintenance system showed that it was appropriate. Breeden states it is all a function of money that needs to be decided on. Moore asks if staff are doing routine vehicle checks, Hertel replies yes that Sean Hoxie created a QR code so that vehicle checks, and issues can be monitored that way.
DIRECTOR COMMENTS		
Director comments	Discussion	Mishler discussed the YCOM dues and expenses from the YCOM executive meeting he attended. Discussion about attendance at the three districts attending all regular meetings. Van Wert asks about the difference between the consolidation versus the regular business meetings discussions. Heidt talks about that the West Valley Board is not stepping back during consolidation discussions. Pender brings up the options of having SFD and SWP having special meetings of the two districts. Brooks states he has tenured his resignation effective April 8, 2021. Breeden states that he would like to know how to request copies of meetings. And something has to be done with the audio.
Adjournment		Adjourn meeting at 9:12 PM

Upcoming meetings/events:

- April 8, 2021 Joint Board Meeting

In our Board Meetings, we agree to...

- Begin and conclude meetings on time
- Be on time and come prepared to participate
- Be respectful, including:
 - Keeping our cell phones silent
 - Listening without interrupting when someone else is speaking
 - Allowing for all to contribute to the discussion
 - Honoring the Chair
- Follow Robert's Rules of Order for parliamentary procedures
- Honor confidentiality
- Have fun!

SFD, SWP
March 23, 2021
Special Meeting
Minutes

Sheridan Fire District and SW Polk Fire District
 Joint Special Meeting Minutes - March 23, 2021 5:00pm - 275 Main St, Rickreall OR 97371

Meeting was held virtually via RingCentral Meetings

Board Members Present		Board Members Absent
Sheridan Fire District	SW Polk Fire District	None
Parrish Van Wert	Rod Watson	Administration Present
Tammy Heidt	Keith Moore	Fred Hertel
Scot Breeden (v)	Bob Davis (v)	Mariah Prescott (v)
Brice Ingram (v)	Frank Pender (ARC)	Samantha Tuck
Carol Harlan	Bruce Sigloh (v)	Les Thomas
		Dave Rise (v)

(V)- Virtual Attendance (ARC)- Arrives after Roll Call

GENERAL BUSINESS

Call to Order		President Rod Watson, SW Polk Fire District, opened the meeting at 5:00 pm. Sheridan Fire District and SW Polk Fire District have a quorum of directors and will allow deliberation, decision making and will take public comment per the posted agenda.
Consolidation Update		Chief Fred Hertel introduces Dave Ris and states that Dave is an attorney to help us with the consolidation and the petitions for the consolidation. The Chief then goes over documents for the board members to update them on the consolidation of SFD and SWP Fire District. The Chief states that the timeline in the documents is a rough timeline unless it states needed by this date. The Chief then described the hard time finding a land surveyor who would be able to complete the job for the legal description of the new district in the time that we needed it and also for a decent dollar amount. The Chief states that he did find someone and that they only cost a few thousand dollars as opposed to the \$50,000 quotes he had been getting. The vendor submitted the map to the Department of Revenue and it only needed 8 corrections. The Chief then stated that Cody Heidt and Keith Moore have volunteered to be Chief Petitioners but that we are needing one more volunteer. The Chief goes on to say that when the consolidation does go through that the main county will be the county that has the most assessed value which is Polk County. The Chief stated that the CDRI was going to start their research project to individuals who live within the new district boundaries. Watson asked are we going to need signatures for the petition the Chief replied yes we will need 1,600 plus but would like more around 2,000 signatures for the petition in the new district. Davis asks if the signatures need to be members of the district? The Chief replies yes, they need to be registered voters of the new district. Watson asked when election day is, The Chief replied Nov 2, 2021.
		Motion: Rod Watson Second: Tammy Heidt Move to adjourn meeting at 6:41 PM. Motion passes unanimously.
Adjournment		

Upcoming meetings/events:

- 4/08/2021 Regular Joint Meeting

Board packet included:

- none

Name 40/40/20	Base	OT	FLSA	Gross	Employer Cont. Taxes/Ins.	PERS	W/C	Cell Phone	Total	SFD 40%	WVFD 40%	SW POLK 20%
Chief	\$ 9,833.33	\$ -	\$ -	\$ 9,833.33	\$ 3,027.33	\$ 2,341.32	\$ 32.45	\$ 65.00	\$ 15,299.43	\$ 6,119.77	\$ 6,119.77	\$ 3,059.89
Chief	\$ 9,012.50	\$ -	\$ -	\$ 9,012.50	\$ 2,741.95	\$ 2,145.88	\$ 29.74	\$ 65.00	\$ 13,995.07	\$ 5,598.03	\$ 5,598.03	\$ 2,799.01
Chief	\$ 8,154.17	\$ -	\$ -	\$ 8,154.17	\$ 2,826.36	\$ 2,078.50	\$ 26.91	\$ 65.00	\$ 13,150.94	\$ 5,260.37	\$ 5,260.37	\$ 2,630.19
Admin Staff	\$ 3,513.60	\$ 467.41	\$ -	\$ 3,981.01	\$ 1,092.57	\$ 830.44	\$ 7.17	\$ -	\$ 5,911.18	\$ 2,364.47	\$ 2,364.47	\$ 1,182.24
Battalion Chief	\$ 6,660.67	\$ 1,348.36	\$ 178.90	\$ 8,187.93	\$ 2,843.48	\$ 2,087.10	\$ 27.02	\$ 35.00	\$ 13,180.53	\$ 5,272.21	\$ 5,272.21	\$ 2,636.11
Battalion Chief	\$ 7,072.67	\$ 749.33	\$ 188.76	\$ 8,010.76	\$ 2,846.18	\$ 2,041.94	\$ 26.44	\$ 35.00	\$ 12,960.32	\$ 5,184.13	\$ 5,184.13	\$ 2,592.06
Battalion Chief	\$ 6,660.67	\$ 308.78	\$ 178.90	\$ 7,148.35	\$ 2,806.43	\$ 1,822.11	\$ 23.59	\$ 35.00	\$ 11,835.48	\$ 4,734.19	\$ 4,734.19	\$ 2,367.10
	\$ 50,907.61	\$ 2,873.88	\$ 546.56	\$ 54,328.05					\$ 86,332.95	\$ 40,533.18	\$ 30,533.18	\$ 15,266.59
SW Polk												
FF/ EMT	\$ 4,011.44	\$ 421.53	\$ 107.74	\$ 4,540.71	\$ 1,115.51	\$ 1,157.43	\$ 246.56	\$ -	\$ 7,060.21			
FF/ EMT	\$ 4,338.37	\$ -	\$ 116.53	\$ 4,454.90	\$ 2,232.49	\$ 1,135.55	\$ 241.90	\$ -	\$ 8,064.85			
FF/ Paramedic	\$ 4,286.07	\$ 1,324.66	\$ 115.12	\$ 5,725.85	\$ 286.27	\$ 1,459.52	\$ 310.91	\$ -	\$ 7,782.55			
FF/ Paramedic	\$ 4,418.63	\$ -	\$ 118.68	\$ 4,537.31	\$ 2,186.73	\$ 1,156.56	\$ 246.38	\$ -	\$ 8,126.98			
	\$ 17,054.51	\$ 1,746.19	\$ 458.07	\$ 19,258.77					\$ 31,034.58			
												\$ 30,533.18
												\$ 46,301.17
March-21												

WV CK#
SW CK#

* Insurance reimbursement was paid to Sheridan. These calculations take this into consideration.

	Base	OT	FLSA	Gross	Employer Cont. Taxes/Ins.	PERS	W/C	Total
SHERIDAN FIRE								
FF/ EMT	\$ 3,894.60	\$ 97.37	\$ -	\$ 3,991.97	\$ 2,155.54	\$ -	\$ 216.76	\$ 6,364.27
FF/ Paramedic	\$ 4,555.29	\$ -	\$ 122.35	\$ 4,677.64	\$ 1,185.82	\$ 1,192.33	\$ 254.00	\$ 7,309.79
FF/ Paramedic	\$ 5,022.21	\$ 31.04	\$ 46.57	\$ 5,099.82	\$ 1,202.23	\$ 1,299.94	\$ 276.92	\$ 7,878.91
FF/ Paramedic	\$ 4,371.79	\$ 648.55	\$ 117.42	\$ 5,137.76	\$ 445.88	\$ -	\$ 278.98	\$ 5,862.62
FF/ Paramedic	\$ 4,507.00	\$ -	\$ 121.05	\$ 4,628.05	\$ 1,219.69	\$ 1,179.69	\$ 251.30	\$ 7,278.73
FF/ Paramedic	\$ 4,418.63	\$ 675.99	\$ 118.68	\$ 5,213.30	\$ 1,160.91	\$ 1,328.87	\$ 283.08	\$ 7,986.16
	\$ 26,769.52	\$ 1,452.95	\$ 526.07	\$ 28,748.54				\$ 42,680.49
WEST VALLEY FIRE								
FF/ EMT	\$ 5,970.78	\$ 36.96	\$ 128.47	\$ 6,136.21	\$ 1,153.80	\$ 1,268.35	\$ 201.27	\$ 8,759.63
FF/ Paramedic	\$ 4,286.07	\$ 1,483.64	\$ -	\$ 5,769.71	\$ 1,139.68	\$ -	\$ 189.25	\$ 7,098.64
FF/ EMT	\$ 3,894.60	\$ 90.28	\$ 104.61	\$ 4,089.49	\$ 339.22	\$ 845.30	\$ 134.14	\$ 5,408.14
FF/ Paramedic	\$ 4,555.29	\$ 437.44	\$ 122.35	\$ 5,115.08	\$ 1,156.84	\$ 1,057.29	\$ 167.77	\$ 7,496.98
FF/ Paramedic	\$ 4,418.63	\$ 54.63	\$ 118.68	\$ 4,591.94	\$ 1,249.75	\$ 949.15	\$ 150.62	\$ 6,941.46
FF/ Paramedic	\$ 4,371.79	\$ 702.60	\$ 117.42	\$ 5,191.81	\$ 1,212.05	\$ -	\$ 170.29	\$ 6,574.15
FF/ EMT	\$ 3,894.60	\$ 142.30		\$ 4,036.90	\$ 2,044.68	\$ 834.43	\$ 132.41	\$ 7,048.42
FF/ Paramedic	\$ 4,418.63	\$ 110.47	\$ -	\$ 4,529.10	\$ 2,070.14	\$ 936.16	\$ 148.55	\$ 7,683.96
FF/ Paramedic	\$ 4,783.06	\$ 428.70	\$ 128.47	\$ 5,340.23	\$ 2,781.64	\$ 1,103.83	\$ 175.16	\$ 9,400.86
FF/ EMT	\$ 4,338.37	\$ 26.82	\$ -	\$ 4,365.19	\$ 2,130.88	\$ 902.28	\$ 143.18	\$ 7,541.53
FF/ EMT	\$ 4,011.44	\$ 843.05	\$ 107.74	\$ 4,962.23	\$ 394.03	\$ 1,025.69	\$ 162.76	\$ 6,544.71
FF/ Paramedic	\$ 4,555.29	\$ -	\$ 122.35	\$ 4,677.64	\$ 1,222.51	\$ 966.87	\$ 153.43	\$ 7,020.44
	\$ 53,498.55	\$ 4,356.89	\$ 950.09	\$ 58,805.53				\$ 87,518.93

March-21

SFD Financials

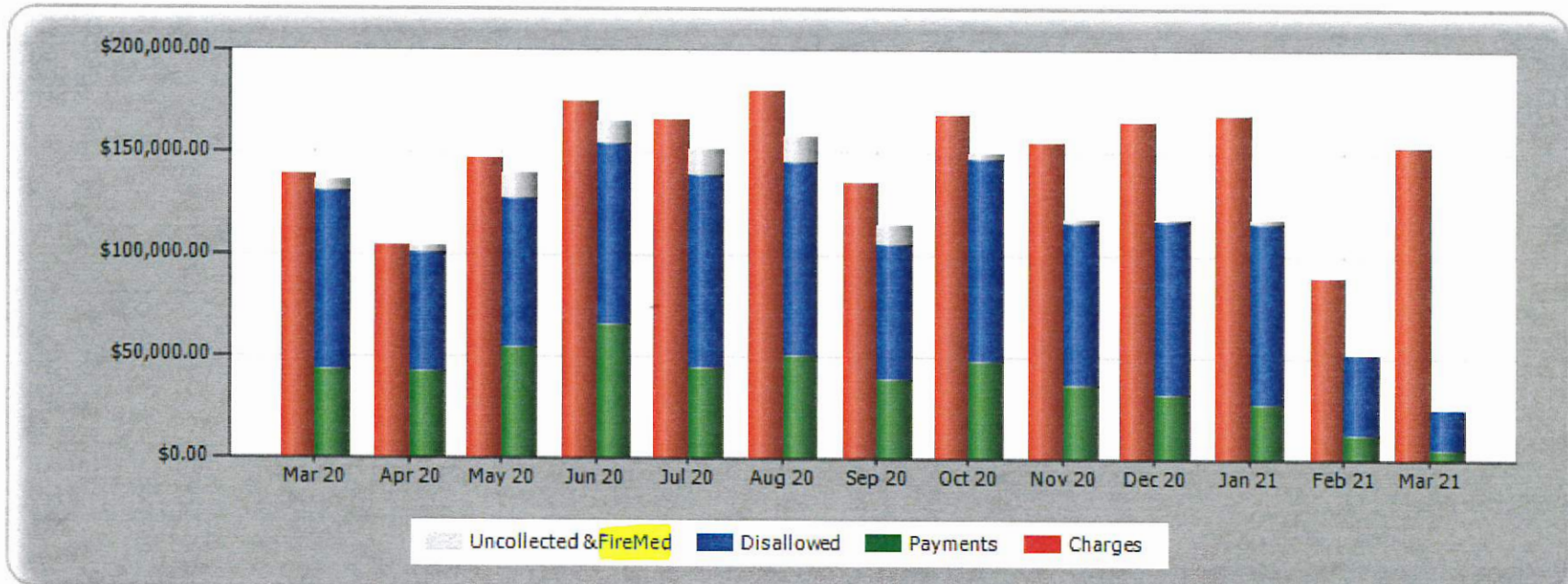
Sheridan

ANNUAL COLLECTION STATISTICS

Date Of Service	03/01/2020
Date Of Service	03/31/2021
Invoices	0
Company	Sheridan

Month	Tickets	Charges	Payments	%	FireMed	%	Disallowed	%	Uncollected	%	Pending	%
Mar 20	76	138,970.00	-43,694.17	31 %	-1,044.00	1 %	-87,353.35	63 %	-4,454.95	3 %	2,423.53	2 %
Apr 20	57	104,402.50	-42,656.59	41 %	-1,345.79	1 %	-58,126.44	56 %	-2,099.38	2 %	174.30	0 %
May 20	78	146,812.50	-54,473.91	37 %	-746.76	1 %	-73,258.74	50 %	-11,882.26	8 %	6,450.83	4 %
Jun 20	95	175,420.00	-65,479.52	37 %	-3,794.50	2 %	-89,207.03	51 %	-6,849.98	4 %	10,088.97	6 %
Jul 20	88	166,234.44	-44,255.79	27 %	-1,190.00	1 %	-94,661.24	57 %	-11,292.99	7 %	14,834.42	9 %
Aug 20	98	180,644.17	-50,186.47	28 %	-275.00	0 %	-94,848.67	53 %	-12,664.69	7 %	22,669.34	13 %
Sep 20	69	135,805.64	-39,060.29	29 %	0.00	0 %	-66,095.96	49 %	-10,273.48	8 %	20,375.91	15 %
Oct 20	88	168,827.49	-47,718.30	28 %	-1,040.00	1 %	-99,376.72	59 %	-2,217.08	1 %	18,475.39	11 %
Nov 20	73	155,432.33	-35,979.47	23 %	-720.00	0 %	-80,324.19	52 %	-1,030.00	1 %	37,378.67	24 %
Dec 20	83	165,377.01	-32,191.07	19 %	-362.01	0 %	-85,386.66	52 %	0.00	0 %	47,437.27	29 %
Jan 21	83	168,660.12	-26,878.78	16 %	-1,640.00	1 %	-89,019.76	53 %	0.00	0 %	51,121.58	30 %
Feb 21	44	89,306.24	-12,084.99	14 %	0.00	0 %	-39,535.62	44 %	0.00	0 %	37,685.63	42 %
Mar 21	75	153,184.39	-5,130.54	3 %	0.00	0 %	-19,454.94	13 %	0.00	0 %	128,598.91	84 %
		1,007	1,949,076.83	-499,789.89		-12,158.06	-976,649.32		-62,764.81		397,714.75	

All amounts shown relate directly to each month's charges. They will not reconcile to monthly deposit reports



Sheridan Fire District

Cash Report Fund Balance
 March 31, 2021

For April 2021 Board Meeting

	BALANCE	DEPOSIT	WITHDRAWAL	INTEREST	FEES	BALANCE	
Checking/First Federal	\$ 168,765.31	\$493,653.36	-\$266,665.32	\$0.00	\$0.00	\$ 395,753.35	√
LGIP	\$ 996,126.49	\$11,656.09	\$0.00	\$512.02	\$0.00	\$ 1,008,294.60	√
Checking/US Bank	\$ 249,983.57	\$219,001.19	-\$300,015.95	0	\$0.00	\$ 168,968.81	√
Petty Cash	\$ 54.40	\$0.00	\$0.00	\$0.00	\$0.00	\$ 54.40	√
Totals	\$ 1,414,929.77	\$724,310.64	\$ (566,681.27)	\$ 512.02	\$ -	\$ 1,573,071.16	

√ Indicates reconciled to statement

Sheridan Fire District
Profit & Loss
 March 2021

	Mar 21
Income	
General Fund.	
Contractual Services	
IGA for Personnel Services	132,372.53
Total Contractual Services	132,372.53
Estimated Taxes to be Rec'd	
Polk County-Current	2,120.49
Polk Current Local Option Tax	694.58
Total Estimated Taxes to be Rec'd	2,815.07
Yamhill/Polk Prior Taxes	
Polk County-Prior	183.19
Total Yamhill/Polk Prior Taxes	183.19
Miscellaneous Income	
Account Interest	1.10
Conflagration	188,432.74
Misc	85.87
Total Miscellaneous Income	188,519.71
User Fees/Fire Med/GEMT	
Ambulance User Fees	47,410.18
Total User Fees/Fire Med/GEMT	47,410.18
Total General Fund.	371,300.68
Total Income	371,300.68
Gross Profit	371,300.68
Expense	
General Fund	
MATERIALS & SERVICES	
Apparatus & Equipment Maint	
Fuel & Oil	949.00
Vendor Services	970.74
Total Apparatus & Equipment Maint	1,919.74
Dispatch & Radio Services	2,516.08
EMS Supplies	2,980.09

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04/05/21
Accrual Basis

Sheridan Fire District
Profit & Loss
March 2021

	<u>Mar 21</u>
General Supplies	
Consumable Response Supplies	21.70
Janitorial Supplies	245.90
Office Supplies	<u>-2,802.88</u>
Total General Supplies	-2,535.28
Insurance	-1,838.50
Miscellaneous	
Banking Fees	100.90
Subscriptions, Ads & Publishing	69.60
For SW Polk	-5,370.32
For West Valley Fire	<u>-15,205.32</u>
Total Miscellaneous	-20,405.14
PPE & Uniforms	
Uniforms	<u>912.00</u>
Total PPE & Uniforms	912.00
Professional Fees	
Billing Services	1,065.65
Contracted Services	<u>104,523.97</u>
Total Professional Fees	105,589.62
Travel & Education	
Fire/EMS Training	<u>100.00</u>
Total Travel & Education	100.00
Utilities	
Station 190	
Natural Gas	799.36
Telephone/Cellphones	585.42
Water/Sewer	<u>246.44</u>
Total Station 190	1,631.22
Station 197	
Internet/TV	<u>99.80</u>
Total Station 197	99.80

6:05 PM

04/05/21

Accrual Basis

Sheridan Fire District
Profit & Loss
March 2021

	<u>Mar 21</u>
Station 198	
Natural Gas	103.02
Total Station 198	<u>103.02</u>
Total Utilities	<u>1,834.04</u>
Total MATERIALS & SERVICES	<u>91,072.65</u>
Total General Fund	91,072.65
Payroll	
Administrative Staff	
Admin. Asst.	<u>-8,693.37</u>
Total Administrative Staff	-8,693.37
Health Insurance	29,725.90
PERS	30,803.48
Payroll - Other	<u>450.00</u>
Total Payroll	<u>52,286.01</u>
Total Expense	<u>143,358.66</u>
Net Income	<u><u>227,942.02</u></u>

6:00 PM
 04/05/21
 Cash Basis

Sheridan Fire District
Profit & Loss Budget vs. Actual
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Income				
General Fund Begining Balance	0.00	628,193.00	-628,193.00	0.0%
General Fund.				
Contractual Services				
IGA for Personnel Services	804,024.89			
Contractual Services - Other	0.00	964,000.00	-964,000.00	0.0%
Total Contractual Services	804,024.89	964,000.00	-159,975.11	83.4%
Estimated Taxes to be Rec'd				
Yamhill County-Current	393,375.28			
Yamhill Current Local Option Tx	118,498.86			
Polk County-Current	119,414.51			
Polk Current Local Option Tax	37,744.99			
Estimated Taxes to be Rec'd - Other	0.00	710,000.00	-710,000.00	0.0%
Total Estimated Taxes to be Rec'd	669,033.64	710,000.00	-40,966.36	94.2%
Yamhill/Polk Prior Taxes				
Yamhill County-Prior	14,210.83			
Polk County-Prior	4,310.44			
Total Yamhill/Polk Prior Taxes	18,521.27			
Miscellaneous lincome				
Account Interest	4,398.09			
Address Signs	246.80			
Conflagration	389,146.38			
Grants	250,000.00			
Misc	1,026.85			
Surplus Sales	10,158.00			
Tax Interest	261.77			
Miscellaneous lincome - Other	0.00	2,869,985.00	-2,869,985.00	0.0%
Total Miscellaneous lincome	655,237.89	2,869,985.00	-2,214,747.11	22.8%

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 Cash Basis

Sheridan Fire District
Profit & Loss Budget vs. Actual
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
User Fees/Fire Med/GEMT				
Ambulance User Fees	567,967.97			
Cost Recovery	3,300.57			
Fire Med	32,895.44			
User Fees/Fire Med/GEMT - Other	0.00	790,000.00	-790,000.00	0.0%
Total User Fees/Fire Med/GEMT	604,163.98	790,000.00	-185,836.02	76.5%
Total General Fund.	2,750,981.67	5,333,985.00	-2,583,003.33	51.6%
R5 · Gen. Equipment Reserve Fund				
G.E.R. ending balance	0.00	405,000.00	-405,000.00	0.0%
G.E.R. Transfer Gen-Fund	0.00	288,412.00	-288,412.00	0.0%
Total R5 · Gen. Equipment Reserve Fund	0.00	693,412.00	-693,412.00	0.0%
R7 · John Fancher Memorial Fund Rev.				
J.F.M. Ending fund bal.	0.00	5,127.00	-5,127.00	0.0%
Total R7 · John Fancher Memorial Fund Rev.	0.00	5,127.00	-5,127.00	0.0%
R8 · Building Maint. Fund Revenue				
B.M. F. Ending Fund Balance	0.00	296,000.00	-296,000.00	0.0%
B.M.F. Transfer From Gen. Fund	0.00	2,100,000.00	-2,100,000.00	0.0%
Total R8 · Building Maint. Fund Revenue	0.00	2,396,000.00	-2,396,000.00	0.0%
R9 · Station 9 Spending Authority				
Miscellaneous Income	0.00	1,000.00	-1,000.00	0.0%
Transfer in - General Fund	0.00	18,000.00	-18,000.00	0.0%
R9 · Station 9 Spending Authority - Other	0.00	25,000.00	-25,000.00	0.0%
Total R9 · Station 9 Spending Authority	0.00	44,000.00	-44,000.00	0.0%
Total Income	2,750,981.67	9,100,717.00	-6,349,735.33	30.2%
Gross Profit	2,750,981.67	9,100,717.00	-6,349,735.33	30.2%
Expense				
Uncategorized	1,968.66			

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 Cash Basis

Sheridan Fire District
Profit & Loss Budget vs. Actual
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
General Fund				
MATERIALS & SERVICES				
Apparatus & Equipment Maint				
Equip Servicing/Testing/Calibr	9,008.06			
Fuel & Oil	15,317.00			
Maintenance Supplies & Tools	3,258.32			
Vendor Services	22,665.36			
Apparatus & Equipment Maint - Other	0.00	60,000.00	-60,000.00	0.0%
Total Apparatus & Equipment Maint	50,248.74	60,000.00	-9,751.26	83.7%
Conflagration Expense	279,145.88	266,060.00	13,085.88	104.9%
Dispatch & Radio Services	22,644.72	31,193.00	-8,548.28	72.6%
EMS Supplies	32,138.89	34,000.00	-1,861.11	94.5%
Equipment	79.94	26,000.00	-25,920.06	0.3%
Equipment Testing				
Equipment Maintenance	1,425.00			
Total Equipment Testing	1,425.00			
Facility Maintenance				
Station 190	8,744.04			
Station 197	1,060.18			
Station 198	2,664.29			
Facility Maintenance - Other	0.00	50,000.00	-50,000.00	0.0%
Total Facility Maintenance	12,468.51	50,000.00	-37,531.49	24.9%
General Supplies				
Awards/Incentives	20.00			
Consumable Response Supplies	2,414.27			
Janitorial Supplies	2,487.62			
Office Supplies	3,444.06			
General Supplies - Other	25.20	20,000.00	-19,974.80	0.1%
Total General Supplies	8,391.15	20,000.00	-11,608.85	42.0%
Grants	0.00	50,000.00	-50,000.00	0.0%
Insurance	33,074.50	35,000.00	-1,925.50	94.5%

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 Cash Basis

Sheridan Fire District
Profit & Loss Budget vs. Actual
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Miscellaneous				
Banking Fees	161.69			
Community Relations	1,001.54			
Subscriptions, Ads & Publishing	6,873.66			
For SW Polk	213.11			
For West Valley Fire	-454.55			
Miscellaneous - Other	0.00	10,000.00	-10,000.00	0.0%
Total Miscellaneous	7,795.45	10,000.00	-2,204.55	78.0%
PPE & Uniforms				
Structural PPE	5,057.76			
Uniforms	5,356.73			
Wildland PPE	357.22			
PPE & Uniforms - Other	0.00	35,000.00	-35,000.00	0.0%
Total PPE & Uniforms	10,771.71	35,000.00	-24,228.29	30.8%
Professional Fees				
Attorney	21,793.38			
Auditors	7,750.00			
Billing Services	31,111.25			
Contracted Services	189,968.42			
Member Physicals, Testing & Vac	1,806.32			
Payroll Expenses	1,034.25			
Physicals	261.00			
Advertising	324.00			
Professional Fees - Other	0.00	87,000.00	-87,000.00	0.0%
Total Professional Fees	254,048.62	87,000.00	167,048.62	292.0%
Repairs & Maintenance				
203800 - Computer Programs and Maint.	75.20			
Total Repairs & Maintenance	75.20			
Student Resident Volunteer Prog	0.00	20,000.00	-20,000.00	0.0%

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 Cash Basis

Sheridan Fire District
Profit & Loss Budget vs. Actual
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Travel & Education				
Fire/EMS Training	7,220.86			
Travel	1,641.50			
Travel & Education - Other	0.00	25,000.00	-25,000.00	0.0%
Total Travel & Education	8,862.36	25,000.00	-16,137.64	35.4%
Utilities				
Station 190				
Electricity	5,123.38			
Garbage	1,863.99			
Internet/TV	1,015.80			
Natural Gas	3,165.45			
Telephone/Cellphones	6,153.27			
Water/Sewer	1,529.01			
Station 190 - Other	485.13			
Total Station 190	19,336.03			
Station 197				
Electricity	805.60			
Garbage	160.43			
Internet/TV	1,608.96			
Propane	615.69			
Water/Sewer	559.78			
Total Station 197	3,750.46			
Station 198				
Electricity	1,025.73			
Natural Gas	454.43			
Water/Sewer	355.00			
Total Station 198	1,835.16			
Utilities - Other	0.00	35,000.00	-35,000.00	0.0%
Total Utilities	24,921.65	35,000.00	-10,078.35	71.2%
Total MATERIALS & SERVICES	746,092.32	784,253.00	-38,160.68	95.1%

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 04/05/21
 Cash Basis

Sheridan Fire District
Profit & Loss Budget vs. Actual
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
05 - Transfers				
Building Maintenance Fund	0.00	2,100,000.00	-2,100,000.00	0.0%
General Equip. Reserve Fund	0.00	288,412.00	-288,412.00	0.0%
St. 9 Spending Authority	0.00	18,000.00	-18,000.00	0.0%
Total 05 - Transfers	0.00	2,406,412.00	-2,406,412.00	0.0%
06 - Contingency				
Contingency	0.00	50,000.00	-50,000.00	0.0%
Total 06 - Contingency	0.00	50,000.00	-50,000.00	0.0%
07 - Unappropriated EFB				
UEFB	0.00	130,000.00	-130,000.00	0.0%
Total 07 - Unappropriated EFB	0.00	130,000.00	-130,000.00	0.0%
Total General Fund	746,092.32	3,370,665.00	-2,624,572.68	22.1%
Payroll				
Administrative Staff				
Admin. Asst.	55,186.68			
Batallion Chiefs	117,108.08			
Deputy Chief	53,255.68			
Division Chief	48,187.92			
Fire Chief	57,212.10			
Administrative Staff - Other	126,942.79	674,951.00	-548,008.21	18.8%
Total Administrative Staff	457,893.25	674,951.00	-217,057.75	67.8%
Firefighter/Paramedic & EMT's				
FF/EMT	110,699.50			
Paramedic	242,723.68			
Firefighter/Paramedic & EMT's - Other	0.00	745,000.00	-745,000.00	0.0%
Total Firefighter/Paramedic & EMT's	353,423.18	745,000.00	-391,576.82	47.4%

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 04/05/21
 Cash Basis

Sheridan Fire District
Profit & Loss Budget vs. Actual
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Over Time				
Admin	126,517.91			
Other Staff	68,179.27			
Over Time - Other	0.00	185,562.00	-185,562.00	0.0%
Total Over Time	194,697.18	185,562.00	9,135.18	104.9%
Health Insurance	243,973.71	445,000.00	-201,026.29	54.8%
Part-Time	0.00	15,000.00	-15,000.00	0.0%
PERS	274,412.43	328,000.00	-53,587.57	83.7%
Workers' Compensation	33,378.99	45,000.00	-11,621.01	74.2%
Payroll Taxes				
Federal Taxes	77,314.18			
State Taxes	3,815.15			
Payroll Taxes - Other	0.00	153,000.00	-153,000.00	0.0%
Total Payroll Taxes	81,129.33	153,000.00	-71,870.67	53.0%
FICA	0.00	0.00	0.00	0.0%
Payroll - Other	2,149.98			
Total Payroll	1,641,058.05	2,591,513.00	-950,454.95	63.3%
005 - General Equipment Reserve Fund				
G.E.R. Equipment Purchase	341,313.00	643,412.00	-302,099.00	53.0%
Total Gen Eq Res UEFB	0.00	50,000.00	-50,000.00	0.0%
Total 005 - General Equipment Reserve Fund	341,313.00	693,412.00	-352,099.00	49.2%
007 - John Fancher Memorial				
J.F.M. Individual Awards	0.00	200.00	-200.00	0.0%
Total J Fancher Memorial UEFB	0.00	4,927.00	-4,927.00	0.0%
Total 007 - John Fancher Memorial	0.00	5,127.00	-5,127.00	0.0%

6:00 PM
 04/05/21
 Cash Basis

Sheridan Fire District
Profit & Loss Budget vs. Actual
 July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
008 - Building Maint. Fund				
Seismic Grant Upgrades	810.00	2,100,000.00	-2,099,190.00	0.0%
B.M.F. Repair and Upkeep Bldg.	0.00	265,000.00	-265,000.00	0.0%
Total Building Maint UEFB	<u>0.00</u>	<u>31,000.00</u>	<u>-31,000.00</u>	<u>0.0%</u>
Total 008 - Building Maint. Fund	810.00	2,396,000.00	-2,395,190.00	0.0%
009 - St. 9 Spending Authority				
Appreciation Program	150.00	44,000.00	-43,850.00	0.3%
Total 009 - St. 9 Spending Authority	<u>150.00</u>	<u>44,000.00</u>	<u>-43,850.00</u>	<u>0.3%</u>
Total Expense	<u>2,731,392.03</u>	<u>9,100,717.00</u>	<u>-6,369,324.97</u>	<u>30.0%</u>
Net Income	<u><u>19,589.64</u></u>	<u><u>0.00</u></u>	<u><u>19,589.64</u></u>	<u><u>100.0%</u></u>

6:15 PM
04/05/21

Sheridan Fire District
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check		03/16/2021			US Bank		-15.95
					Banking Fees	-15.95	15.95
TOTAL						-15.95	15.95
Check	Online	03/01/2021	Employee Benefits Service Trust		First Federal		0.00
TOTAL						0.00	0.00
Check	Online	03/02/2021	Intuit Inc.		First Federal		-109.00
					Contracted Servic...	-109.00	109.00
TOTAL						-109.00	109.00
Check	Online	03/05/2021	Nationwide Retirement Solutions		First Federal		-450.00
					Payroll	-450.00	450.00
TOTAL						-450.00	450.00
Check	Online	03/05/2021	Employee Benefits Service Trust		First Federal		-29,304.81
					Health Insurance	-29,304.81	29,304.81
TOTAL						-29,304.81	29,304.81
Check	Online	03/12/2021	Oregon PERS		First Federal		-179.51
					PERS	-179.51	179.51
TOTAL						-179.51	179.51
Check	Online	03/12/2021	Oregon PERS		First Federal		-5,580.28
					PERS	-5,580.28	5,580.28
TOTAL						-5,580.28	5,580.28

6:15 PM
04/05/21

Sheridan Fire District
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	Online	03/12/2021	Oregon PERS		First Federal		-22,018.97
					PERS	-22,018.97	22,018.97
TOTAL						-22,018.97	22,018.97
Check	Online	03/22/2021	Aflac		First Federal		-25.22
					2100 · Payroll Lia...	-25.22	25.22
TOTAL						-25.22	25.22
Check	Online	03/26/2021	Oregon PERS		First Federal		-2,154.78
					PERS	-2,154.78	2,154.78
TOTAL						-2,154.78	2,154.78
Check	Online	03/26/2021	Oregon PERS		First Federal		-869.94
					PERS	-869.94	869.94
TOTAL						-869.94	869.94
Check	Online	03/30/2021	Great Northern Staff Administrators		First Federal		-103,812.47
					Contracted Servic...	-103,812.47	103,812.47
TOTAL						-103,812.47	103,812.47
Check	Online	03/31/2021	Aflac		First Federal		-25.22
					2100 · Payroll Lia...	-25.22	25.22
TOTAL						-25.22	25.22
Bill Pmt -Check	26537	03/11/2021	Bound Tree Medical LLC		First Federal		-148.10
Bill	83974283	03/03/2021			EMS Supplies	-148.10	148.10
TOTAL						-148.10	148.10

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Sheridan Fire District
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26538	03/11/2021	Bretthauer Oil Co.		First Federal		-1,160.86
Bill	0355487-IN	02/15/2021		Fuel & Oil		-719.40	719.40
Bill	0356276	03/01/2021		Fuel & Oil		-441.46	441.46
TOTAL						-1,160.86	1,160.86
Bill Pmt -Check	26539	03/11/2021	Buell-Red Prairie Water District		First Federal		-66.62
Bill	19	02/26/2021		Water/Sewer		-66.62	66.62
TOTAL						-66.62	66.62
Bill Pmt -Check	26540	03/11/2021	Canon Solutions America		First Federal		-216.82
Bill	26202072	02/09/2021		Office Supplies		-216.82	216.82
TOTAL						-216.82	216.82
Bill Pmt -Check	26541	03/11/2021	Carlson Veit Junge Architects, PC		First Federal		-810.00
Bill	12814	01/31/2021		Seismic Grant Up...		-810.00	810.00
TOTAL						-810.00	810.00
Bill Pmt -Check	26542	03/11/2021	CenturyLink		First Federal		-265.18
Bill	313267043	02/11/2021		Telephone/Cellph...		-214.14	214.14
Bill	320219278	02/28/2021		Telephone/Cellph...		-51.04	51.04
TOTAL						-265.18	265.18
Bill Pmt -Check	26543	03/11/2021	CFO Selections		First Federal		-783.75
Bill	45269	03/08/2021		Contracted Servic...		-313.50	313.50
				For West Valley F...		-313.50	313.50
				For SW Polk		-156.75	156.75
TOTAL						-783.75	783.75

Sheridan Fire District
Check Detail
 March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26544	03/11/2021	CIT		First Federal		-662.33
Bill	2000387103	02/13/2021		Office Supplies		-264.93	264.93
				For West Valley F...		-264.93	264.93
				For SW Polk		-132.47	132.47
TOTAL						-662.33	662.33
Bill Pmt -Check	26545	03/11/2021	Citi Cards		First Federal		-762.15
Bill		03/11/2021		Citi VISA/9805 JB		-25.20	25.20
				Citi VISA 3867FH		-652.00	652.00
				Banking Fees		-84.95	84.95
TOTAL						-762.15	762.15
Bill Pmt -Check	26546	03/11/2021	City of Dallas		First Federal		-4,077.53
Bill	03153	02/10/2021		Vendor Services		-4,077.53	4,077.53
TOTAL						-4,077.53	4,077.53
Bill Pmt -Check	26547	03/11/2021	City of Sheridan		First Federal		-182.18
Bill	1388.0	02/22/2021		Water/Sewer		-182.18	182.18
TOTAL						-182.18	182.18
Bill Pmt -Check	26548	03/11/2021	Davison Auto Parts		First Federal		-182.24
Bill		02/25/2021		Maintenance Sup...		-182.24	182.24
TOTAL						-182.24	182.24
Bill Pmt -Check	26549	03/11/2021	ESO Solutions, Inc.		First Federal		-16,378.16
Bill	46526	12/31/2020		Contracted Servic...		-7,689.82	7,689.82
				For West Valley F...		-7,689.82	7,689.82
				For SW Polk		-998.52	998.52
TOTAL						-16,378.16	16,378.16

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Sheridan Fire District
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26550	03/11/2021	Express Employment Professionals		First Federal		-3,558.53
Bill	25043302	02/17/2021			Admin. Asst.	-433.83	433.83
					For SW Polk	-216.91	216.91
Bill	25069551	02/24/2021			For West Valley F...	-433.83	433.83
					Admin. Asst.	-302.91	302.91
					For West Valley F...	-302.91	302.91
Bill	25099057	03/03/2021			For SW Polk	-151.45	151.45
					Admin. Asst.	-429.98	429.98
					For SW Polk	-214.99	214.99
Bill	25129290	03/10/2021			For West Valley F...	-429.97	429.97
					Admin. Asst.	-256.70	256.70
					For SW Polk	-128.35	128.35
					For West Valley F...	-256.70	256.70
TOTAL						-3,558.53	3,558.53
Bill Pmt -Check	26551	03/11/2021	Ferrellgas		First Federal		-223.47
Bill	112268850	02/25/2021			Propane	-223.47	223.47
TOTAL						-223.47	223.47
Bill Pmt -Check	26552	03/11/2021	First Federal		First Federal		-5,716.23
Bill		02/02/2021			Crowe/5178	-692.03	692.03
					Thomas/5202	-741.93	741.93
					Schulze/5210	-7.70	7.70
					Prescott/5228	-1,041.76	1,041.76
					Hertel/5160	-64.95	64.95
					Hoxie/5186	-3,060.91	3,060.91
					Mock/5194	-106.95	106.95
TOTAL						-5,716.23	5,716.23
Bill Pmt -Check	26553	03/11/2021	Forest Glen Repair		First Federal		-350.00
Bill	1593	03/03/2021			Vendor Services	-350.00	350.00
TOTAL						-350.00	350.00

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Sheridan Fire District
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26554	03/11/2021	Industrial Welding Supply, Inc.		First Federal		-15.00
Bill	163689	02/11/2021			EMS Supplies	-15.00	15.00
TOTAL						-15.00	15.00
Bill Pmt -Check	26555	03/11/2021	L.N.Curtis & Sons		First Federal		-5,870.45
Bill	INV466795	02/24/2021			For SW Polk	-2,213.45	2,213.45
Bill	INV469120	03/03/2021			For SW Polk	-3,657.00	3,657.00
TOTAL						-5,870.45	5,870.45
Bill Pmt -Check	26556	03/11/2021	Les Schwab		First Federal		-225.42
Bill	20201343699	02/10/2021			Vendor Services	-225.42	225.42
TOTAL						-225.42	225.42
Bill Pmt -Check	26557	03/11/2021	Lexipol		First Federal		-6,528.32
Bill	INVLEX440	01/12/2021			Contracted Servic...	-2,611.33	2,611.33
					For West Valley F...	-2,611.33	2,611.33
					For SW Polk	-1,305.66	1,305.66
TOTAL						-6,528.32	6,528.32
Bill Pmt -Check	26558	03/11/2021	Life-Assist, Inc.		First Federal		-4,223.30
Bill	1073555	02/05/2021			EMS Supplies	-206.21	206.21
Bill	1073706	02/08/2021			EMS Supplies	-480.36	480.36
Bill	1074078	02/09/2021			EMS Supplies	-1,323.00	1,323.00
Bill	1074110	02/09/2021			EMS Supplies	-177.20	177.20
Bill	1077160	02/18/2021			EMS Supplies	-78.00	78.00
Bill	1078454	02/24/2021			EMS Supplies	-650.25	650.25
Bill	1078711	02/24/2021			EMS Supplies	-78.00	78.00
Bill	1079759	03/01/2021			EMS Supplies	-189.38	189.38
Bill	1079691	03/01/2021			EMS Supplies	-920.90	920.90
Bill	1079964	03/02/2021			EMS Supplies	-120.00	120.00
TOTAL						-4,223.30	4,223.30

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Sheridan Fire District
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26559	03/11/2021	Local Government Law Group, PC		First Federal		-7,475.00
Bill		01/31/2021		Attorney		-269.50	269.50
				For West Valley F...		-269.50	269.50
				Attorney		-613.75	613.75
				For West Valley F...		-613.75	613.75
				Attorney		-2,214.80	2,214.80
				For SW Polk		-1,107.40	1,107.40
				For West Valley F...		-2,214.80	2,214.80
				Attorney		-171.50	171.50
TOTAL						-7,475.00	7,475.00
Bill Pmt -Check	26560	03/11/2021	Mallory Co		First Federal		-212.50
Bill	5029990	02/26/2021			Consumable Res...	-212.50	212.50
TOTAL						-212.50	212.50
Bill Pmt -Check	26561	03/11/2021	News-Register		First Federal		0.00
TOTAL						0.00	0.00
Bill Pmt -Check	26562	03/11/2021	NW Natural Gas		First Federal		-902.38
Bill	2159-2	03/01/2021			Natural Gas	-103.02	103.02
Bill		03/01/2021			Natural Gas	-799.36	799.36
TOTAL						-902.38	902.38
Bill Pmt -Check	26563	03/11/2021	Overhead Door Company of Salem		First Federal		-2,650.00
Bill	5795	02/22/2021			Station 190	-2,650.00	2,650.00
TOTAL						-2,650.00	2,650.00
Bill Pmt -Check	26564	03/11/2021	Perrydale Domestic Water Assn		First Federal		-40.00
Bill	1108.0	02/28/2021			Water/Sewer	-40.00	40.00
TOTAL						-40.00	40.00

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**Sheridan Fire District
Check Detail
March 2021**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26565	03/11/2021	PGE		First Federal		-1,028.73
Bill	3019610000	02/18/2021		Electricity		-254.47	254.47
Bill	5386901000	02/23/2021		Electricity		-615.76	615.76
Bill	1034600000	02/23/2021		Electricity		-158.50	158.50
TOTAL						-1,028.73	1,028.73
Bill Pmt -Check	26566	03/11/2021	Power Systems West		First Federal		-733.72
Bill	W103BW	02/15/2021		Station 190		-733.72	733.72
TOTAL						-733.72	733.72
Bill Pmt -Check	26567	03/11/2021	Recology Western Oregon		First Federal		-191.04
Bill	15802358	02/01/2021		Garbage		-191.04	191.04
TOTAL						-191.04	191.04
Bill Pmt -Check	26568	03/11/2021	Service Graphics, LLC		First Federal		-160.00
Bill	12622	02/11/2021		For SW Polk		-120.00	120.00
				For West Valley F...		-40.00	40.00
TOTAL						-160.00	160.00
Bill Pmt -Check	26569	03/11/2021	Sheridan Chamber of Commerce		First Federal		-35.00
Bill	303	02/26/2021		Community Relati...		-35.00	35.00
TOTAL						-35.00	35.00
Bill Pmt -Check	26570	03/11/2021	Special Districts Insurance Services		First Federal		-28,058.65
Bill	01-0052815	02/02/2021		Insurance		-27,575.00	27,575.00
Bill	03-0052815	03/02/2021		Health Insurance		-483.65	483.65
TOTAL						-28,058.65	28,058.65

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Sheridan Fire District
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26571	03/11/2021	State of Oregon Employment Departm...		First Federal		-350.92
Bill		02/24/2021			State Taxes	-350.92	350.92
TOTAL						-350.92	350.92
Bill Pmt -Check	26572	03/11/2021	Streamline		First Federal		-360.00
Bill	470B19F7-0010	03/01/2021			Contracted Servic...	-264.00	264.00
					For SW Polk	-32.00	32.00
					For West Valley F...	-64.00	64.00
TOTAL						-360.00	360.00
Bill Pmt -Check	26573	03/11/2021	Stryker Sales Corp.		First Federal		-2,016.92
Bill	1075543	02/16/2021			EMS Supplies	-2,016.92	2,016.92
TOTAL						-2,016.92	2,016.92
Bill Pmt -Check	26574	03/11/2021	Systems Design West, LLC		First Federal		-2,073.10
Bill	202110411	02/26/2021			Billing Services	-2,073.10	2,073.10
TOTAL						-2,073.10	2,073.10
Bill Pmt -Check	26575	03/11/2021	Teleflex		First Federal		-1,715.50
Bill	9503594791	02/05/2021			EMS Supplies	-1,715.50	1,715.50
TOTAL						-1,715.50	1,715.50
Bill Pmt -Check	26576	03/11/2021	The Bulletin Board		First Federal		-108.00
Bill	6271	03/01/2021			Subscriptions, Ad...	-33.60	33.60
					Subscriptions, Ad...	-6.00	6.00
					For West Valley F...	-9.00	9.00
					For West Valley F...	-39.60	39.60
					For SW Polk	-19.80	19.80
TOTAL						-108.00	108.00

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Sheridan Fire District
Check Detail
 March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26577	03/11/2021	Town and Country Advertising		First Federal		0.00
TOTAL						0.00	0.00
Bill Pmt -Check	26578	03/11/2021	Verathon		First Federal		-869.32
Bill	80243905	01/21/2021			EMS Supplies	-535.59	535.59
Bill	80250401	02/01/2021			EMS Supplies	-121.73	121.73
Bill	80250881	02/02/2021			EMS Supplies	-100.00	100.00
Bill	80251131	02/02/2021			EMS Supplies	-112.00	112.00
TOTAL						-869.32	869.32
Bill Pmt -Check	26579	03/11/2021	Verizon Wireless		First Federal		-645.14
Bill	98732533354	02/12/2021			For SW Polk	-8.00	8.00
					For West Valley F...	-16.00	16.00
					Telephone/Cellph...	-16.01	16.01
					Telephone/Cellph...	-156.48	156.48
					For SW Polk	-40.01	40.01
					For West Valley F...	-264.51	264.51
					Telephone/Cellph...	-57.65	57.65
					For West Valley F...	-57.65	57.65
					For SW Polk	-28.83	28.83
TOTAL						-645.14	645.14
Bill Pmt -Check	26580	03/11/2021	Walter E Nelson Co		First Federal		-382.45
Bill	1574580	02/12/2021			Janitorial Supplies	-382.45	382.45
TOTAL						-382.45	382.45
Bill Pmt -Check	26581	03/11/2021	West Valley Fire District		First Federal		-933.70
Bill		03/11/2021			Uniforms	-876.00	876.00
					Consumable Res...	-21.70	21.70
Bill		03/11/2021			Uniforms	-36.00	36.00
TOTAL						-933.70	933.70

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Sheridan Fire District
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	26582	03/11/2021	West Valley Local 4861		First Federal		-2,000.00
Bill		02/02/2021			2100 - Payroll Lia...	-1,000.00	1,000.00
					2100 - Payroll Lia...	-1,000.00	1,000.00
TOTAL						-2,000.00	2,000.00
Bill Pmt -Check	26583	03/11/2021	Yamhill Communication Agency		First Federal		-2,516.08
Bill	FY21-09-SFD	02/16/2021			Dispatch & Radio ...	-2,516.08	2,516.08
TOTAL						-2,516.08	2,516.08

SWP Financials

SW Polk Fire District

Cash Report Fund Balance

March 31, 2021

For April 2021 Board Meeting

	BALANCE	DEPOSIT	WITHDRAWAL	INTEREST	FEES	BALANCE	
District/Columbia Bank	\$ 48,423.31	\$301,540.00	-\$143,244.02	\$0.00	-\$25.00	\$ 206,694.29	√
Volunteer/Columbia Bank	\$ 31,306.29	\$0.00	\$0.00	\$0.00	\$0.00	\$ 31,306.29	√
LGIP/4884	\$ 1,436,627.13	\$16,584.79	-\$300,000.05	\$655.62	\$0.00	\$ 1,153,867.49	√
LGIP/6043	\$ 188,887.66	\$0.00	\$0.00	\$96.26	-\$0.10	\$ 188,983.82	√
Totals	\$ 1,705,244.39	\$318,124.79	\$ (443,244.07)	\$ 751.88	\$ (25.10)	\$ 1,580,851.89	

√ Indicates reconciled to statement

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Accrual Basis

Southwestern Polk County RFPD
Profit & Loss
March 2021

	<u>Mar 21</u>
Income	
General Fund.	
Miscellaneous Income	
Misc	827.50
Total Miscellaneous Income	<u>827.50</u>
Total General Fund.	<u>827.50</u>
Total Income	<u>827.50</u>
Gross Profit	827.50
Expense	
General Fund	
MATERIALS & SERVICES	
Apparatus & Equipment Maint	
Maintenance Supplies & Tools	15.59
Vendor Services	1,276.22
Total Apparatus & Equipment Maint	1,291.81
Contractual Services	
Administration	21,892.01
Firefighters	31,053.37
Total Contractual Services	52,945.38
General Supplies	
Consumable Response Supplies	65.15
Janitorial Supplies	19.98
Office Supplies	429.65
Total General Supplies	514.78
Insurance	-712.50
Miscellaneous	
Banking Fees	134.54
Communtiy Relations	120.00
Subscriptions, Ads & Publishing	74.80
Total Miscellaneous	329.34
PPE & Uniforms	
Structural PPE	74.38
Uniforms	72.00
Total PPE & Uniforms	<u>146.38</u>

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Accrual Basis

Southwestern Polk County RFPD
Profit & Loss
March 2021

	<u>Mar 21</u>
Professional Fees	
Attorney	1,107.40
Contracted Services	<u>2,172.21</u>
Total Professional Fees	3,279.61
Travel & Education	
Fire & EMS Training	53.31
Travel & Education - Other	<u>40.00</u>
Total Travel & Education	93.31
Utilities	
Station 130	
Electricity	1,018.64
Internet/TV	197.56
Natural Gas/Propane	2,205.48
Telephone/Cellphones	76.84
Water/Sewer	<u>31.62</u>
Total Station 130	3,530.14
Station 140	
Water/Sewer	<u>72.00</u>
Total Station 140	72.00
Station 150	
Water/Sewer	<u>56.25</u>
Total Station 150	56.25
Utilities - Other	<u>167.10</u>
Total Utilities	3,825.49
Appreciation Program	
4110 - Operations	<u>242.88</u>
Total Appreciation Program	242.88
Total MATERIALS & SERVICES	<u>61,956.48</u>
Total General Fund	61,956.48

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Accrual Basis

Southwestern Polk County RFPD
Profit & Loss
March 2021

	<u>Mar 21</u>
8000 - Capital Outlay Apparatus Replacement	<u>5,870.95</u>
Total 8000 - Capital Outlay	<u>5,870.95</u>
Total Expense	<u>67,827.43</u>
Net Income	<u><u>-66,999.93</u></u>

Southwestern Polk County RFPD
Profit & Loss Budget vs. Actual
July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Income				
Beginning/Carryover Balance	0.00	5,750,000.00	-5,750,000.00	0.0%
General Fund.				
Estimated Taxes to be Rec'd				
Polk County-Current	845,674.17	0.00	845,674.17	100.0%
Polk County-Previous	20,066.93	0.00	20,066.93	100.0%
Estimated Taxes to be Rec'd - Other	0.00	895,000.00	-895,000.00	0.0%
Total Estimated Taxes to be Rec'd	865,741.10	895,000.00	-29,258.90	96.7%
Miscellaneous Income				
Misc	15,229.26			
Account Interest	16,517.36			
Address Signs	200.00			
Conflagration	35,288.15			
Grants	478,932.90			
Tax Interest	625.17			
Miscellaneous Income - Other	0.00	791,946.00	-791,946.00	0.0%
Total Miscellaneous Income	546,792.84	791,946.00	-245,153.16	69.0%
User Fees				
Cost Recovery	3,539.12			
User Fees - Other	0.00	8,000.00	-8,000.00	0.0%
Total User Fees	3,539.12	8,000.00	-4,460.88	44.2%
Total General Fund.	1,416,073.06	1,694,946.00	-278,872.94	83.5%
Transfer In GF-Firefighter	0.00	22,000.00	-22,000.00	0.0%
Total Income	1,416,073.06	7,466,946.00	-6,050,872.94	19.0%
Gross Profit	1,416,073.06	7,466,946.00	-6,050,872.94	19.0%
Expense				
Unappropriated Ending Fund Bal	0.00	495,000.00	-495,000.00	0.0%
General Fund				
MATERIALS & SERVICES				
Conflagration Expenses	7,620.62	7,246.00	374.62	105.2%
Apparatus & Equipment Maint				
Equip/Testing/Calibration	3,158.33			
Fuel & Oil	7,878.22			
Maintenance Supplies & Tools	2,485.49			
Vendor Services	14,806.36			
Apparatus & Equipment Maint - Other	0.00	18,000.00	-18,000.00	0.0%
Total Apparatus & Equipment Maint	28,328.40	18,000.00	10,328.40	157.4%

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Cash Basis

**Southwestern Polk County RFPD
Profit & Loss Budget vs. Actual
July 2020 through March 2021**

	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Contractual Services				
Administration	174,201.83			
Firefighters	283,743.41			
Contractual Services - Other	0.00	603,000.00	-603,000.00	0.0%
Total Contractual Services	457,945.24	603,000.00	-145,054.76	75.9%
Dispatch Services				
Polk County Radio System	4,089.00			
WVCC	29,407.18			
Dispatch Services - Other	0.00	52,000.00	-52,000.00	0.0%
Total Dispatch Services	33,496.18	52,000.00	-18,503.82	64.4%
Equipment	300.00	5,000.00	-4,700.00	6.0%
Facility Maintenance				
Station 130	3,416.46			
Station 140	106.11			
Facility Maintenance - Other	0.00	18,000.00	-18,000.00	0.0%
Total Facility Maintenance	3,522.57	18,000.00	-14,477.43	19.6%
General Supplies				
Awards/Incentives	795.00			
Consumable Response Supplies	1,733.04			
Janitorial Supplies	623.97			
Office Supplies	1,840.09			
General Supplies - Other	425.00	15,700.00	-15,275.00	2.7%
Total General Supplies	5,417.10	15,700.00	-10,282.90	34.5%
Grants	0.00	400,000.00	-400,000.00	0.0%
Insurance	15,331.50	17,000.00	-1,668.50	90.2%
Miscellaneous				
For West Valley	121.34			
Banking Fees	342.64			
Community Relations	3,961.27			
Subscriptions, Ads & Publishing	2,263.54			
For Sheridan	390.61			
Miscellaneous - Other	0.00	5,000.00	-5,000.00	0.0%
Total Miscellaneous	7,079.40	5,000.00	2,079.40	141.6%
Personnel Services				
Workers Compensation	4,249.59	5,000.00	-750.41	85.0%
Total Personnel Services	4,249.59	5,000.00	-750.41	85.0%

5:29 PM
 04/05/21
 Cash Basis

Southwestern Polk County RFPD Profit & Loss Budget vs. Actual July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
PPE & Uniforms				
Structural PPE	74.38			
Uniforms	2,759.25			
Wildland PPE	748.60			
PPE & Uniforms - Other	0.00	14,000.00	-14,000.00	0.0%
Total PPE & Uniforms	3,582.23	14,000.00	-10,417.77	25.6%
Professional Fees				
Attorney	5,229.12			
Billing Services	5,982.54			
Contracted Services	28,405.33			
Member Physicals, Testing, Vacc	1,135.86			
Professional Fees - Other	75.00	55,000.00	-54,925.00	0.1%
Total Professional Fees	40,827.85	55,000.00	-14,172.15	74.2%
Travel & Education				
Fire & EMS Training	2,962.77			
Travel Expenses	-1,584.34			
Travel & Education - Other	0.00	4,000.00	-4,000.00	0.0%
Total Travel & Education	1,378.43	4,000.00	-2,621.57	34.5%
Utilities				
Station 130				
Electricity	3,616.33			
Garbage	354.15			
Internet/TV	689.44			
Natural Gas/Propane	792.34			
Telephone/Cellphones	1,865.37			
Water/Sewer	639.46			
Station 130 - Other	17.99			
Total Station 130	7,975.08			
Station 140				
Water/Sewer	2,091.37			
Total Station 140	2,091.37			
Station 150				
Water/Sewer	639.17			
Total Station 150	639.17			
Utilities - Other	319.08	10,000.00	-9,680.92	3.2%
Total Utilities	11,024.70	10,000.00	1,024.70	110.2%

5:29 PM

04/05/21

Cash Basis

**Southwestern Polk County RFPD
Profit & Loss Budget vs. Actual
July 2020 through March 2021**

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Appreciation Program				
4030 · Building	170.97			
4040 · Business Meeting	1,074.10			
4050 · Donations	450.00			
4060 · Equipment	57.50			
4090 · Nominal Gifts	370.80			
4110 · Operations	915.84			
4160 · Pop Machine	210.36			
4170 · Rehab	169.29			
4180 · Uniforms	260.00			
4190 · Fire-Med	785.00			
4999 · District	76.00			
Appreciation Program - Other	78.94	57,000.00	-56,921.06	0.1%
Total Appreciation Program	4,618.80	57,000.00	-52,381.20	8.1%
MATERIALS & SERVICES - Other	0.00	0.00	0.00	0.0%
Total MATERIALS & SERVICES	624,722.61	1,285,946.00	-661,223.39	48.6%
Total General Fund	624,722.61	1,285,946.00	-661,223.39	48.6%
9901 · Transfer to Station 130	0.00	22,000.00	-22,000.00	0.0%
9970 · Contingency	0.00	252,000.00	-252,000.00	0.0%
DEBT SERVICES				
Principal Payments	220,000.00	220,000.00	0.00	100.0%
Interest Payments	97,788.95	192,000.00	-94,211.05	50.9%
Total DEBT SERVICES	317,788.95	412,000.00	-94,211.05	77.1%
8000 · Capital Outlay				
Apparatus Replacement	999,652.71	1,500,000.00	-500,347.29	66.6%
Facilities (Stations)	2,792,199.56	3,500,000.00	-707,800.44	79.8%
8000 · Capital Outlay - Other	0.00	0.00	0.00	0.0%
Total 8000 · Capital Outlay	3,791,852.27	5,000,000.00	-1,208,147.73	75.8%
Total Expense	4,734,363.83	7,466,946.00	-2,732,582.17	63.4%
Net Income	-3,318,290.77	0.00	-3,318,290.77	100.0%

5:35 PM
04/05/21

Southwestern Polk County RFPD
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check		03/15/2021			1008 - SW - 9840...		-25.00
				Banking Fees		-25.00	25.00
TOTAL						-25.00	25.00
Check	Online	03/16/2021	First Federal		1008 - SW - 9840...		-3,757.68
				Crowe/5988		-119.70	119.70
				Mock/6002		-13.21	13.21
				Thomas/6010		-367.39	367.39
				Prescott//6036		-118.30	118.30
				Crowe/5988		-76.95	76.95
				Banking Fees		-90.88	90.88
				Hoxie/5996		-2,740.54	2,740.54
				Schulze/6028		-131.45	131.45
				Prescott//6036		-80.60	80.60
				Banking Fees		-18.66	18.66
TOTAL						-3,757.68	3,757.68
Check	317	03/19/2021	Bank of America		1008 - SW - 9840...		-3,651.47
					1009 - VOLS - 98...	-3,651.47	3,651.47
TOTAL						-3,651.47	3,651.47
Bill Pmt -Check	6403	03/11/2021	Ben Fackler Con...		1008 - SW - 9840...		-173,902.05
Bill		02/26/2021		Facillites (Stations)		-173,902.05	173,902.05
TOTAL						-173,902.05	173,902.05
Bill Pmt -Check	6404	03/11/2021	Brandt's Sanitar...		1008 - SW - 9840...		-118.05
Bill	680336	02/26/2021		Garbage		-118.05	118.05
TOTAL						-118.05	118.05

Southwestern Polk County RFPD
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	6405	03/11/2021	Carlson Veit Arc...		1008 - SW - 9840...		-3,843.95
Bill	12826	01/31/2021		Facilities (Stations)		-2,606.45	2,606.45
Bill	12823	01/31/2021		Facilities (Stations)		-1,237.50	1,237.50
TOTAL						-3,843.95	3,843.95
Bill Pmt -Check	6406	03/11/2021	CenturyLink		1008 - SW - 9840...		-168.10
Bill	5036...	02/13/2021		Utilities		-168.10	168.10
TOTAL						-168.10	168.10
Bill Pmt -Check	6407	03/11/2021	City of Dallas		1008 - SW - 9840...		-936.24
Bill	INV0...	02/10/2021		Vendor Services		-482.49	482.49
Bill	INV0...	02/10/2021		Vendor Services		-453.75	453.75
TOTAL						-936.24	936.24
Bill Pmt -Check	6408	03/11/2021	City of Salem		1008 - SW - 9840...		-9,195.93
Bill	2304...	02/12/2021		WVCC		-9,195.93	9,195.93
TOTAL						-9,195.93	9,195.93
Bill Pmt -Check	6409	03/11/2021	Dallas Auto Parts		1008 - SW - 9840...		-167.59
Bill	6475.2	02/28/2021		Maintenance Sup...		-167.59	167.59
TOTAL						-167.59	167.59
Bill Pmt -Check	6410	03/11/2021	Luckiamute Dom...		1008 - SW - 9840...		-56.25
Bill	10517	02/16/2021		Water/Sewer		-56.25	56.25
TOTAL						-56.25	56.25
Bill Pmt -Check	6411	03/11/2021	Mallory Safety & ...		1008 - SW - 9840...		-425.00
Bill	5029...	02/26/2021		General Supplies		-425.00	425.00
TOTAL						-425.00	425.00

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04/05/21

Southwestern Polk County RFPD
Check Detail
March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	6412	03/11/2021	NW Natural		1008 - SW - 9840...		-171.26
Bill	7915...	03/02/2021			Natural Gas/Prop...	-171.26	171.26
TOTAL						-171.26	171.26
Bill Pmt -Check	6413	03/11/2021	Pacific Power		1008 - SW - 9840...		-38,489.00
Bill	6839...	01/19/2021			Facillites (Stations)	-38,489.00	38,489.00
TOTAL						-38,489.00	38,489.00
Bill Pmt -Check	6414	03/11/2021	Perrydale Domes...		1008 - SW - 9840...		-40.00
Bill		02/28/2021			Utilities	-40.00	40.00
TOTAL						-40.00	40.00
Bill Pmt -Check	6415	03/11/2021	Rickreall Comm...		1008 - SW - 9840...		-31.62
Bill		03/01/2021			Water/Sewer	-21.50	21.50
Bill		03/01/2021			Water/Sewer	-10.12	10.12
TOTAL						-31.62	31.62
Bill Pmt -Check	6416	03/11/2021	Rickreall Farm S...		1008 - SW - 9840...		-106.68
Bill	57339	02/28/2021			Fuel & Oil	-35.70	35.70
Bill	57340	02/28/2021			Utilities	-70.98	70.98
TOTAL						-106.68	106.68
Bill Pmt -Check	6417	03/11/2021	Royal Flush Port...		1008 - SW - 9840...		-144.00
Bill	A-29...	02/08/2021			Water/Sewer	-144.00	144.00
TOTAL						-144.00	144.00
Bill Pmt -Check	6418	03/11/2021	Safelite AutoGlass		1008 - SW - 9840...		0.00
TOTAL						0.00	0.00

Southwestern Polk County RFPD
Check Detail
 March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	6419	03/11/2021	SDIS		1008 · SW - 9840...		-15,878.00
Bill	01-00...	02/02/2021		Insurance		-15,878.00	15,878.00
TOTAL						-15,878.00	15,878.00
Bill Pmt -Check	6420	03/11/2021	Sheridan Rural F...		1008 · SW - 9840...		-62,392.50
Bill		03/05/2021		Administration		-21,085.32	21,085.32
Bill		03/11/2021		Firefighters		-31,053.37	31,053.37
				Attorney		-1,107.40	1,107.40
				Contracted Servic...		-1,305.66	1,305.66
				Subscriptions, Ads...		-15.00	15.00
				Contracted Servic...		-156.75	156.75
				Administration		-128.35	128.35
				Subscriptions, Ads...		-19.80	19.80
				Administration		-151.45	151.45
				Office Supplies		-132.47	132.47
				Contracted Servic...		-32.00	32.00
				Administration		-216.91	216.91
				Office Supplies		-44.00	44.00
				Office Supplies		-80.00	80.00
				Office Supplies		-6.40	6.40
				Internet/TV		-3.60	3.60
				Maintenance Sup...		-15.59	15.59
				Fire & EMS Traini...		-38.18	38.18
				Structural PPE		-74.38	74.38
				Fire & EMS Traini...		-15.13	15.13
				Consumable Res...		-20.69	20.69
Bill		03/11/2021		Contracted Servic...		-577.80	577.80
				Apparatus Replac...		-2,213.45	2,213.45
				Apparatus Replac...		-3,657.50	3,657.50
				Communtiy Relati...		-120.00	120.00
				Telephone/Cellph...		-76.84	76.84
				Consumable Res...		-44.46	44.46
TOTAL						-62,392.50	62,392.50
Bill Pmt -Check	6421	03/11/2021	Silke Communic...		1008 · SW - 9840...		-2,138.76
Bill	105083	02/22/2021		Apparatus Replac...		-2,138.76	2,138.76
TOTAL						-2,138.76	2,138.76

Southwestern Polk County RFPD
Check Detail
 March 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	6422	03/11/2021	Spectrum Busin...		1008 - SW - 9840...		-96.98
Bill	0012...	03/05/2021		Internet/TV		-96.98	96.98
TOTAL						-96.98	96.98
Bill Pmt -Check	6423	03/11/2021	Streamline		1008 - SW - 9840...		-100.00
Bill	3380...	03/01/2021		Contracted Servic...		-100.00	100.00
TOTAL						-100.00	100.00
Bill Pmt -Check	6424	03/11/2021	Systems Design ...		1008 - SW - 9840...		-195.00
Bill	2021...	02/12/2021		Billing Services		-195.00	195.00
TOTAL						-195.00	195.00
Bill Pmt -Check	6425	03/11/2021	Technical Geniu...		1008 - SW - 9840...		-300.00
Bill	3709	01/31/2021		Equipment		-300.00	300.00
TOTAL						-300.00	300.00
Bill Pmt -Check	6426	03/11/2021	Weaver, Brad.		1008 - SW - 9840...		-242.88
Bill		03/02/2021		4110 - Operations		-242.88	242.88
TOTAL						-242.88	242.88
Bill Pmt -Check	6427	03/11/2021	West Valley Fire ...		1008 - SW - 9840...		-91.98
Bill		03/11/2021		Janitorial Supplies		-19.98	19.98
Bill		03/11/2021		Uniforms		-72.00	72.00
TOTAL						-91.98	91.98
Bill Pmt -Check	6428	03/11/2021	Zach Leigh		1008 - SW - 9840...		-33.70
Bill		01/30/2021		Member Physical...		-33.70	33.70
TOTAL						-33.70	33.70

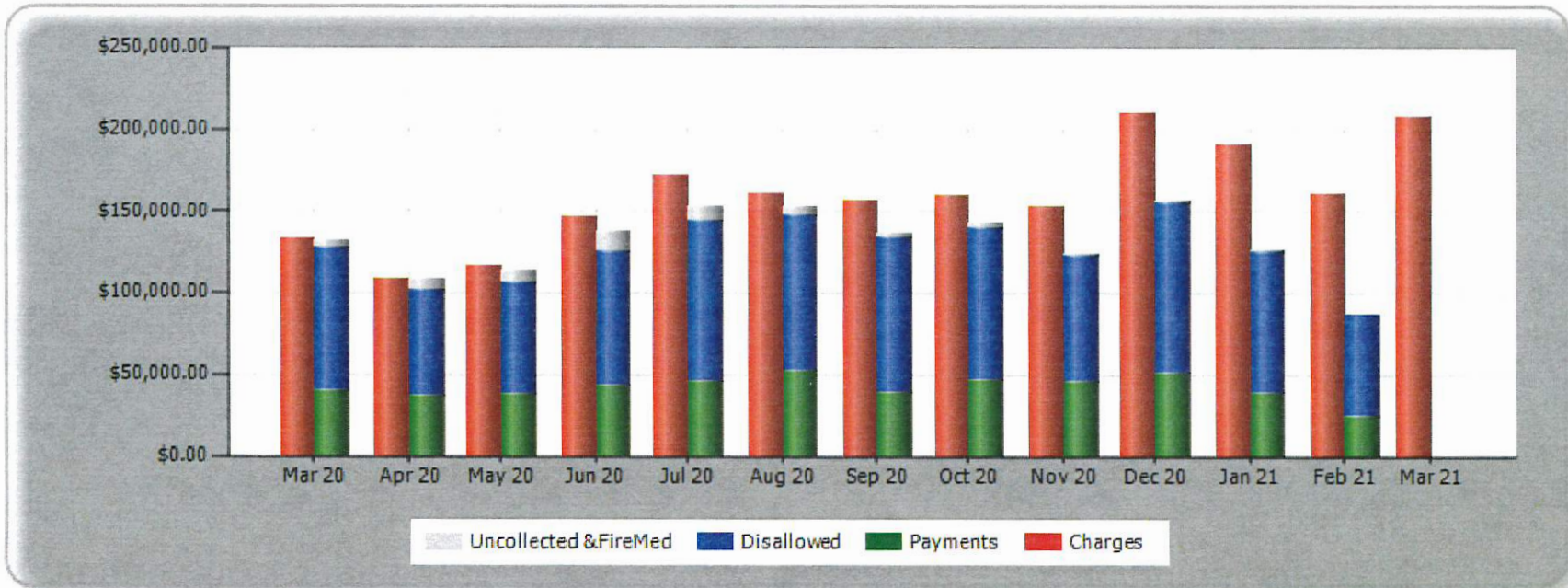
WVFD Financials

West Valley
ANNUAL COLLECTION STATISTICS

Date Of Service	03/01/2020
Date Of Service	03/31/2021
Invoices	0
Company	West Valley

Month	Tickets	Charges	Payments	%	FireMed	%	Disallowed	%	Uncollected	%	Pending	%
Mar 20	68	133,415.00	-40,772.96	31 %	-800.00	1 %	-86,957.26	65 %	-4,384.78	3 %	500.00	0 %
Apr 20	65	108,625.00	-37,905.54	35 %	-250.00	0 %	-64,502.67	59 %	-5,916.79	5 %	50.00	0 %
May 20	71	117,322.50	-38,756.15	33 %	-250.00	0 %	-67,659.47	58 %	-7,641.88	7 %	3,015.00	3 %
Jun 20	73	147,627.50	-44,338.58	30 %	-682.95	0 %	-81,240.72	55 %	-11,674.70	8 %	9,690.55	7 %
Jul 20	90	172,854.80	-46,179.86	27 %	-500.00	0 %	-99,116.19	57 %	-7,689.58	4 %	19,369.17	11 %
Aug 20	84	161,331.65	-53,308.74	33 %	-500.00	0 %	-94,651.33	59 %	-5,232.30	3 %	7,639.28	5 %
Sep 20	84	156,714.68	-39,931.53	25 %	-550.00	0 %	-94,403.12	60 %	-2,060.00	1 %	19,770.03	13 %
Oct 20	76	160,842.42	-47,279.63	29 %	0.00	0 %	-93,475.10	58 %	-2,913.66	2 %	17,174.03	11 %
Nov 20	82	153,441.83	-46,511.99	30 %	-300.00	0 %	-77,982.79	51 %	0.00	0 %	28,647.05	19 %
Dec 20	95	211,101.26	-51,798.25	25 %	-250.00	0 %	-104,908.52	50 %	0.00	0 %	54,144.49	26 %
Jan 21	89	192,139.00	-39,949.45	21 %	-504.79	0 %	-86,984.19	45 %	0.00	0 %	64,700.57	34 %
Feb 21	69	161,295.59	-25,292.47	16 %	0.00	0 %	-63,095.71	39 %	0.00	0 %	72,907.41	45 %
Mar 21	98	208,456.77	0.00	0 %	0.00	0 %	0.00	0 %	0.00	0 %	208,456.77	100 %
		1,044	2,085,168.00	-512,025.15		-4,587.74	-1,014,977.07		-47,513.69		506,064.35	

All amounts shown relate directly to each month's charges. They will not reconcile to monthly deposit reports



West Valley Fire District

Cash Report Fund Balance

March 31, 2021

For April 2021 Board Meeting

	BALANCE	DEPOSIT	WITHDRAWAL	INTEREST	FEES	BALANCE
US Bank Checking	\$ 243,266.87	\$461,098.61	-\$382,689.14	\$0.00	\$0.00	\$ 321,676.34
LGIP/5640	\$ 395,774.96	\$12,071.93	-\$350,000.00	\$108.77	\$0.00	\$ 57,955.66
Totals	\$ 639,041.83	\$473,170.54	\$ (732,689.14)	\$ 108.77	\$ -	\$ 379,632.00

√

√

√ Indicates reconciled to statement

West Valley Fire District

Profit and Loss

March 2020 - March 2021

	TOTAL
Income	
INCOME	
Contractual Services	391,008.68
CTGR	337,500.00
Total Contractual Services	728,508.68
Current Taxes	12,881.92
Estimated Taxes to be Rec'd	
Polk County-Current	121,310.31
Polk County-Local Option Levy	143,894.55
Polk County-Prior	3,330.15
Yamhill County-Current	145,601.76
Yamhill County-Local Option Levy	168,533.64
Yamhill County-Prior	4,182.95
Total Estimated Taxes to be Rec'd	586,853.36
Miscellaneous	10,523.96
Account Interest	665.67
Address Signs	100.00
Conflagration	35,895.92
Grants	441,990.25
Misc.	20,377.72
Records Fees (deleted)	20.00
Surplus Sales	51,119.00
Tax Interest	81.98
Total Miscellaneous	560,774.50
Previous Taxes	2,004.89

West Valley Fire District

Profit and Loss

March 2020 - March 2021

	TOTAL
User Fees/FireMed/GEMT	208,363.64
Ambulance User Fees	598,863.04
Cost Recovery	3,730.95
FireMed	11,375.00
Total User Fees/FireMed/GEMT	822,332.63
Total INCOME	2,713,355.98
Sales	2,500.00
Unapplied Cash Payment Income-1	0.00
Total Income	\$2,715,855.98
GROSS PROFIT	\$2,715,855.98
Expenses	
CAPITAL OUTLAY	42,354.03
MATERIAL & SERVICES	
Apparatus & Equipment Maintenance	
Equip. Servicing/Testing/Calibration	16,400.23
Fuel & Oil	22,350.48
Maintenance Supplies and Tools	2,914.17
Vendor Services	27,545.79
Total Apparatus & Equipment Maintenance	69,210.67
Conflagration Expense	2,257.00
Contractual Services	145,722.85
IGA	
Admin	338,110.97
Admin OT	10,292.69
Total IGA	348,403.66
Total Contractual Services	494,126.51
Dispatch Services	24,220.68

West Valley Fire District

Profit and Loss

March 2020 - March 2021

	TOTAL
EMS Supplies	37,801.38
Equipment	
Medical Equipment (deleted)	42,585.39
Total Equipment	42,585.39
Facility Maintenance	
Station 180	10,195.49
Station 182	34.35
Station 183	14,740.45
Total Facility Maintenance	24,970.29
General Supplies	3,205.71
Awards/Incentives	85.12
Consumable Response Supplies	2,208.37
Interest Paid (deleted)	185.75
Janitorial Supplies	1,672.18
Office Supplies	11,364.46
Postage (deleted)	165.00
Printing & Publishing (deleted)	1,717.21
Total General Supplies	20,603.80
Grants	151,286.00
Insurance	-659.50
Miscellaneous	1,088.86
Banking Fees	617.79
Community Relations	1,034.87
For Sheridan Fire	-5,871.82
For SW Polk	1,516.60
Organizational Dues (deleted)	201.00
Subscriptions, Ads & Publishing	7,056.44
Total Miscellaneous	5,643.74

West Valley Fire District

Profit and Loss

March 2020 - March 2021

	TOTAL
PPE & Uniforms	-2,475.69
Structural PPE	2,747.21
Uniforms	6,978.44
Wildland PPE	927.22
Total PPE & Uniforms	8,177.18
Professional Services	15,455.56
Attorney	17,970.93
Auditors	8,150.00
Billing Service	41,318.70
Contracted Services	66,124.08
Elections	272.98
Member Physicals, Testing, and Vaccines	2,366.90
Total Professional Services	151,659.15
Repairs & Maintenance	799.56
Building Supplies & Maint (deleted)	1,933.38
Equipment Maintenance	610.85
Vehicle Maint	10,528.02
Total Repairs & Maintenance	13,871.81
Travel & Education	2,893.27
Board Training (deleted)	460.00
Fire/EMS Training	5,575.41
Travel Expenses	777.86
Total Travel & Education	9,706.54

West Valley Fire District

Profit and Loss
March 2020 - March 2021

	TOTAL
Utilities	7,238.83
Station 180	
Electricity	6,877.80
Garbage	1,454.76
Internet/TV	1,205.19
Natural Gas/Propane	2,776.65
Telephone/Cellphones	7,281.66
Water/Sewer	3,334.43
Total Station 180	22,930.49
Station 183	
Electricity	289.65
Water/Sewer	576.00
Total Station 183	865.65
Telephone (deleted)	4,764.95
Total Utilities	35,799.92
Total MATERIAL & SERVICES	1,091,260.56
PERSONNEL SERVICES	59,682.87
Employment Insurance	145.61
FF/P & FF/EMT	
FF/EMT	237,216.73
FF/Paramedic	342,719.02
Total FF/P & FF/EMT	579,935.75
Garnish	530.00
Health Insurance	152,012.86
MEDICAL INS (deleted-1)	31,470.28
Overtime	
Other Staff	73,398.64
Total Overtime	73,398.64

West Valley Fire District

Profit and Loss

March 2020 - March 2021

	TOTAL
Payroll Taxes	
Federal Taxes	51,576.87
State Taxes	4,195.73
Total Payroll Taxes	55,772.60
PERS	127,018.04
Salaries (deleted)	
6560 Salaries (deleted)	-7,534.30
FF/EMT OT (deleted)	13,957.33
FF/P OT (deleted)	11,091.79
Total Salaries (deleted)	17,514.82
Volunteer Reimbursement	216.54
Worker's Compensation	22,343.71
Total PERSONNEL SERVICES	1,120,041.72
Unapplied Cash Bill Payment Expense	0.00
Total Expenses	\$2,253,656.31
NET OPERATING INCOME	\$462,199.67
NET INCOME	\$462,199.67

West Valley Fire District

Budget vs. Actuals: FY 2020-21 - FY21 P&L

July 2020 - March 2021

	TOTAL			% OF BUDGET
	ACTUAL	BUDGET	OVER BUDGET	
Income				
GF Beginning Balance		110,000.00	-110,000.00	
INCOME				
Contractual Services		480,000.00	-480,000.00	
CTGR	337,500.00		337,500.00	
Total Contractual Services	337,500.00	480,000.00	-142,500.00	70.31 %
Estimated Taxes to be Rec'd		600,000.00	-600,000.00	
Polk County-Current	121,310.31		121,310.31	
Polk County-Local Option Levy	143,894.55		143,894.55	
Polk County-Prior	3,330.15		3,330.15	
Yamhill County-Current	145,601.76		145,601.76	
Yamhill County-Local Option Levy	168,533.64		168,533.64	
Yamhill County-Prior	4,182.95		4,182.95	
Total Estimated Taxes to be Rec'd	586,853.36	600,000.00	-13,146.64	97.81 %
Miscellaneous		523,495.00	-523,495.00	
Account Interest	564.18		564.18	
Address Signs	100.00		100.00	
Conflagration	35,895.92		35,895.92	
Grants	410,706.25		410,706.25	
Misc.	20,377.72		20,377.72	
Surplus Sales	50,501.00		50,501.00	
Tax Interest	81.98		81.98	
Total Miscellaneous	518,227.05	523,495.00	-5,267.95	98.99 %
User Fees/FireMed/GEMT		830,000.00	-830,000.00	
Ambulance User Fees	598,863.04		598,863.04	
Cost Recovery	3,730.95		3,730.95	
FireMed	10,775.00		10,775.00	
Total User Fees/FireMed/GEMT	613,368.99	830,000.00	-216,631.01	73.90 %
Total INCOME	2,055,949.40	2,433,495.00	-377,545.60	84.49 %

West Valley Fire District

Budget vs. Actuals: FY 2020-21 - FY21 P&L

July 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Sales	2,500.00		2,500.00	
Unapplied Cash Payment Income-1	0.00		0.00	
Total Income	\$2,058,449.40	\$2,543,495.00	\$ -485,045.60	80.93 %
GROSS PROFIT	\$2,058,449.40	\$2,543,495.00	\$ -485,045.60	80.93 %
Expenses				
CAPITAL OUTLAY	42,354.03	232,594.00	-190,239.97	18.21 %
Contingency		25,000.00	-25,000.00	
MATERIAL & SERVICES				
Apparatus & Equipment Maintenance		50,000.00	-50,000.00	
Equip. Servicing/Testing/Calibration	16,400.23		16,400.23	
Fuel & Oil	16,812.78		16,812.78	
Maintenance Supplies and Tools	2,914.17		2,914.17	
Vendor Services	27,545.79		27,545.79	
Total Apparatus & Equipment Maintenance	63,672.97	50,000.00	13,672.97	127.35 %
Conflagration Expense	2,257.00	1,891.00	366.00	119.35 %
Contractual Services		422,000.00	-422,000.00	
IGA				
Admin	338,110.97		338,110.97	
Admin OT	10,292.69		10,292.69	
Total IGA	348,403.66		348,403.66	
Total Contractual Services	348,403.66	422,000.00	-73,596.34	82.56 %
Dispatch Services	16,875.00	30,000.00	-13,125.00	56.25 %
EMS Supplies	31,155.75	34,000.00	-2,844.25	91.63 %
Equipment		5,000.00	-5,000.00	
Facility Maintenance		50,000.00	-50,000.00	
Station 180	10,195.49		10,195.49	
Station 182	34.35		34.35	
Station 183	14,740.45		14,740.45	
Total Facility Maintenance	24,970.29	50,000.00	-25,029.71	49.94 %

West Valley Fire District

Budget vs. Actuals: FY 2020-21 - FY21 P&L

July 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
General Supplies		14,000.00	-14,000.00	
Consumable Response Supplies	2,104.89		2,104.89	
Janitorial Supplies	1,579.35		1,579.35	
Office Supplies	10,897.31		10,897.31	
Total General Supplies	14,581.55	14,000.00	581.55	104.15 %
Grants	151,286.00	222,010.00	-70,724.00	68.14 %
Insurance	-220.00	30,000.00	-30,220.00	-0.73 %
Miscellaneous		7,000.00	-7,000.00	
Banking Fees	617.79		617.79	
Community Relations	1,034.87		1,034.87	
For Sheridan Fire	6,461.21		6,461.21	
For SW Polk	3,264.32		3,264.32	
Subscriptions, Ads & Publishing	7,008.84		7,008.84	
Total Miscellaneous	18,387.03	7,000.00	11,387.03	262.67 %
PPE & Uniforms		15,000.00	-15,000.00	
Structural PPE	2,747.21		2,747.21	
Uniforms	6,978.44		6,978.44	
Wildland PPE	927.22		927.22	
Total PPE & Uniforms	10,652.87	15,000.00	-4,347.13	71.02 %
Professional Services		68,000.00	-68,000.00	
Attorney	17,970.93		17,970.93	
Auditors	8,150.00		8,150.00	
Billing Service	33,976.50		33,976.50	
Contracted Services	65,674.08		65,674.08	
Elections	272.98		272.98	
Member Physicals, Testing, and Vaccines	2,366.90		2,366.90	
Total Professional Services	128,411.39	68,000.00	60,411.39	188.84 %
Student Resident Volunteer Program		15,000.00	-15,000.00	
Travel & Education		15,000.00	-15,000.00	

West Valley Fire District

Budget vs. Actuals: FY 2020-21 - FY21 P&L

July 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Fire/EMS Training	3,120.91		3,120.91	
Travel Expenses	777.86		777.86	
Total Travel & Education	3,898.77	15,000.00	-11,101.23	25.99 %
Utilities		35,000.00	-35,000.00	
Station 180				
Electricity	6,877.80		6,877.80	
Garbage	1,454.76		1,454.76	
Internet/TV	1,205.19		1,205.19	
Natural Gas/Propane	2,776.65		2,776.65	
Telephone/Cellphones	7,281.66		7,281.66	
Water/Sewer	3,334.43		3,334.43	
Total Station 180	22,930.49		22,930.49	
Station 183				
Electricity	289.65		289.65	
Water/Sewer	576.00		576.00	
Total Station 183	865.65		865.65	
Total Utilities	23,796.14	35,000.00	-11,203.86	67.99 %
Total MATERIAL & SERVICES	838,128.42	1,013,901.00	-175,772.58	82.66 %
PERSONNEL SERVICES	59,682.87		59,682.87	
Employment Insurance	145.61		145.61	
FF/P & FF/EMT		635,000.00	-635,000.00	
FF/EMT	179,412.57		179,412.57	
FF/Paramedic	240,534.96		240,534.96	
Total FF/P & FF/EMT	419,947.53	635,000.00	-215,052.47	66.13 %
Garnish	530.00		530.00	
Health Insurance	152,012.86	200,000.00	-47,987.14	76.01 %
Overtime		60,000.00	-60,000.00	
Other Staff	73,398.64		73,398.64	

West Valley Fire District

Budget vs. Actuals: FY 2020-21 - FY21 P&L

July 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total Overtime	73,398.64	60,000.00	13,398.64	122.33 %
Part-Time		10,000.00	-10,000.00	
Payroll Taxes		97,000.00	-97,000.00	
Federal Taxes	37,627.58		37,627.58	
State Taxes	610.79		610.79	
Total Payroll Taxes	38,238.37	97,000.00	-58,761.63	39.42 %
PERS	93,763.95	165,000.00	-71,236.05	56.83 %
Worker's Compensation	18,191.46	30,000.00	-11,808.54	60.64 %
Total PERSONNEL SERVICES	855,911.29	1,197,000.00	-341,088.71	71.50 %
Unapplied Cash Bill Payment Expense	0.00		0.00	
Unappropriated Ending Fund Balance		75,000.00	-75,000.00	
Total Expenses	\$1,736,393.74	\$2,543,495.00	\$ -807,101.26	68.27 %
NET OPERATING INCOME	\$322,055.66	\$0.00	\$322,055.66	0.00%
NET INCOME	\$322,055.66	\$0.00	\$322,055.66	0.00%

West Valley Fire District

Check Detail

March 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1 US Bank						
03/01/2021	Expense		Intuit Complete Payroll		R	-127.00
				ELECTRONIC WITHDRAWAL PAYROLL SE Download from usbank.com. PAYROLL SERVICE		127.00
03/05/2021	Expense		Intuit Supplies Group		R	-70.00
				ELECTRONIC WITHDRAWAL INTUIT INC Download from usbank.com.		70.00
03/11/2021	Bill Payment (Check)	5566	Bretthauer Oil Co.	3569	R	-197.11
						-197.11
03/11/2021	Bill Payment (Check)	5567	CenturyLink		R	-306.88
						-306.88
03/11/2021	Bill Payment (Check)	5568	City Of Dallas	01-08-0151	R	-1,211.70
						-1,211.70
03/11/2021	Bill Payment (Check)	5569	City of Willamina	1303.03	R	-567.85
						-567.85
03/11/2021	Bill Payment (Check)	5570	Davison Auto Parts	30768	R	-108.30
						-108.30
03/11/2021	Bill Payment (Check)	5571	Dial Long Distance	00000009909	R	-44.97
						-44.97

West Valley Fire District

Check Detail

March 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
03/11/2021	Bill Payment (Check)	5572	Grand Ronde Community Water	2.00200.00	R	-24.00
						-24.00
03/11/2021	Bill Payment (Check)	5573	Grand Ronde Sanitary District	WILFD	R	-40.00
						-40.00
03/11/2021	Bill Payment (Check)	5574	IAFF Local #4861		R	-2,400.00
						-2,400.00
03/11/2021	Bill Payment (Check)	5575	Industrial Welding Supply, Inc	6623	R	-152.50
						-152.50
03/11/2021	Bill Payment (Check)	5576	L & L Equipment		R	-109.99
						-109.99
03/11/2021	Bill Payment (Check)	5577	Les Schwab	21617240	R	-225.42
						-225.42
03/11/2021	Bill Payment (Check)	5578	Life-Assist Inc.		R	-2,313.28
						-2,313.28
03/11/2021	Bill Payment (Check)	5579	LN Curtis and sons		R	-2,140.00

West Valley Fire District

Check Detail

March 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
						-2,140.00
03/11/2021	Bill Payment (Check)	5580	Local Government Law Group, PC		R	-367.50
						-367.50
03/11/2021	Bill Payment (Check)	5581	MES - Northwest	C38395	R	-180.00
						-180.00
03/11/2021	Bill Payment (Check)	5582	NW Natural	1007944-0	R	-631.53
						-631.53
03/11/2021	Bill Payment (Check)	5583	Portland General Electric		R	-33.34
						-33.34
03/11/2021	Bill Payment (Check)	5584	Recology Western Oregon	1080134460		-474.87
						-474.87
03/11/2021	Bill Payment (Check)	5585	SDIS	03-0052923	R	-
						37,599.52
						-
						37,599.52
03/11/2021	Bill Payment (Check)	5586	Sheldon Oil Company	733	R	-1,923.86
						-1,923.86

West Valley Fire District

Check Detail

March 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
03/11/2021	Bill Payment (Check)	5587	Sheridan Fire Distirct		R	-
						52,592.24
						-
						52,592.24
03/11/2021	Bill Payment (Check)	5588	Sierra Springs	587930312816707	R	-22.00
						-22.00
03/11/2021	Bill Payment (Check)	5589	State of Oregon Employment Department		R	-145.61
						-145.61
03/11/2021	Bill Payment (Check)	5590	Streamline		R	-200.00
						-200.00
03/11/2021	Bill Payment (Check)	5591	Stryker Sales Corporation		R	-398.00
						-398.00
03/11/2021	Bill Payment (Check)	5592	Systems Design West, LLC	WV0219	R	-3,132.90
						-3,132.90
03/11/2021	Bill Payment (Check)	5593	Technical Genius Solutions		R	-315.00
						-315.00
03/11/2021	Bill Payment (Check)	5594	Teleflex LLC	1075737	R	-1,165.50
						-1,165.50

West Valley Fire District

Check Detail

March 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
03/11/2021	Bill Payment (Check)	5595	TIAA Bank	41358385	R	-1,265.18
						-1,265.18
03/11/2021	Bill Payment (Check)	5596	US Bank		R	-791.46
						-791.46
03/11/2021	Bill Payment (Check)	5597	Wave Business	8136 20 023 0013530	R	-17.61
						-17.61
03/11/2021	Bill Payment (Check)	5598	Yamhill Communications Agency	YCOM-WVFD	R	-1,875.00
						-1,875.00
03/12/2021	Expense		PERS		R	-8,780.49
				ELECTRONIC WITHDRAWAL EMPLOYER C Download from usbank.com. EMPLOYER CONTRB		8,780.49
03/12/2021	Expense		PERS		R	-3,591.20
				ELECTRONIC WITHDRAWAL EMPLOYER C Download from usbank.com. EMPLOYER CONTRB		3,591.20
03/12/2021	Expense				R	-18.95
				ANALYSIS SERVICE CHARGE Download from usbank.com.		18.95
03/12/2021	Expense	SCP122680	Smith and Company Painting		R	-1,800.90
				Painting desposit		1,800.90

West Valley Fire District

Check Detail

March 2021

DATE	TRANSACTION TYPE	NUM NAME	MEMO/DESCRIPTION	CLR	AMOUNT
03/29/2021	Expense	Intuit Complete Payroll	ELECTRONIC WITHDRAWAL PAYROLL SE Download from usbank.com. PAYROLL SERVICE	R	-127.00 127.00
03/30/2021	Expense		ELECTRONIC WITHDRAWAL GREAT NORT Download from usbank.com. GREAT NORTHERN S	R	- 59,682.87 59,682.87

**Fire Chief Job
Description and
Contract**

Sheridan/SW Polk/West Valley Fire Districts Joint Board of Directors Staff Report

MEETING DATE: April 8, 2021
TOPIC: Fire Chief Job Description and Contract
PREPARED BY: Fred Hertel, Fire Chief
APPROVED BY: Fred Hertel, Fire Chief
ATTACHMENTS: Fire Chief Job Description

RECOMMENDED ACTION:

Approval of the updated Fire Chief Job Description and Contract.

BACKGROUND:

Fred Hertel was hired as the Fire Chief of Sheridan with the intent of contracting to be the Fire Chief of West Valley and SW Polk Fire Districts on January 1, 2019. In January 2020, Chief Hertel retired for PERS purposes and received his annual evaluation. These two events led to a rewrite of his contract with the Sheridan Fire District and thus the collaborative group.

SUMMARY TIMELINE:

HR Answers, Inc. has reviewed the Fire Chief Job Description for compliance with current human resource standards and practices. The job description is now ready for Board approval.


The three Fire District Board of Directors have accomplished their annual performance review of the Fire Chief. With the performance review accomplished, normally any employee would receive their annual wage increase, effective on their anniversary date. January 2020 is my anniversary date. I am requesting two adjustments to my contract: a) adjust the term, which currently expires on December 31, 2021, to June 30, 2024. This is a 2.5-year extension and puts me at the date I anticipate full retirement. b) adjust the compensation from \$118,000, by 3%, to \$121,540, effective July 1, 2021. This position is still undervalued for the project undertaking and comparative to Fire Chiefs in similar roles.

FINANCIAL IMPACT:

The requested 3% increase was budgeted for fiscal year 2020/21. Since the requested wage increase does not take effect until July 1, 2021, this will have no effect on the current budget. I will have not taken an increase for 18 months which is a cost savings over typical employee wage increases.

RECOMMENDED MOTION:

I move to approve the Fire Chief Job Description and Contract changes as presented, allowing President Heidt to sign the contract.

	SHERIDAN/WEST VALLEY/SW POLK FIRE DISTRICT'S FIRE CHIEF Job Description	
	Salary Range: \$9833.33-\$11067.50/month	Department: Administration
	Classification: Exempt, Confidential	Supervisor: Board of Directors
	Representation: Non-Represented	Location: Varied

PURPOSE OF POSITION:

The Fire Chief oversees the operation of the Districts, all personnel, activities, facilities, equipment, training, and budgeted funds. The Chief works under the policies and guidance of the Board of Directors but is required to exercise a considerable amount of independent judgement to carry out the policies established by the Board. This position exercises command over all day-to-day operations of the Districts' Fire and Emergency Medical Services.

ESSENTIAL JOB DUTIES:

The list below depicts the tasks the position exists to perform and illustrates the various types of additional work that may be performed. The omission of specific duties does not exclude them from being performed by the job or classification if the work is similar, related to, and/or a logical assignment for the position.

- Effectively manages the finances of the District.
- Coordinates the use of all available resources to provide stability to the Districts and the best possible fire protection and medical services to the citizens of the Districts.
- Oversees the development and administration of a competent training program for all District personnel.
- Assigns work to staff and holds them accountable for the completion of such work and reviews their performance.
- Constantly seeks to improve the public image of the District with an active public relations program, which may include regular press releases, public presentations, and public education regarding the services the District provides.
- Directs or assigns District personnel and equipment at fires, rescue incidents, or other times as needs may dictate.
- Analyzes District's services in relation to community fire prevention, suppression and medical needs. Develops, in conjunction with the Board of Directors, short- and long-term goals and objectives for the District while keeping plans and operations in agreement with current operations, rules, and regulations.
- Directs the implementation of standard operational guidelines and policies and the evaluation of the Districts' performance standards.
- Maintains information and statistics as required by law and as desired by the Board of Directors. Prepares special reports as required.
- Oversees the investigation of fires when necessary to determine cause, origin, and circumstances.

- Responsible for the enforcement of all fire prevention codes of the Districts and State of Oregon.
- Assists in the recruitment of staff to fill personnel needs.
- Prepares, recommends, and administers the yearly Fire District budget.
- Makes recommendations to the Board of Directors regarding District purchases of items above the limits authorized by the Board.
- Coordinates and directs the operational activities of the volunteers.
- Coordinates the maintenance and repair of facilities, apparatus, and equipment belonging to the Districts.
- Attends regular board meetings and other events as required by the Board of Directors.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EMPLOYMENT STANDARDS:

General Qualifications:

- Must be 18 years or older.
- Valid Oregon driver's license at time of appointment and throughout employment.
- An acceptable driving record and insurable by District's insurance carrier.
- Meets health and physical qualifications established by the Fire District.
- Must live within the boundaries of the Districts within twelve (12) months of employment.

Education and Experience:

- High school diploma or GED.
- Five (5) years of experience in a full time supervisory/administrative firefighting or emergency medical position.
- Experience working with a combination paid/volunteer fire department.
- National Fire Academy – Executive Fire Officer Program participant/graduate.
- Associate degree in Fire Protection or equivalent.

Bachelor's degree in Fire Service Administration, Public Administration or equivalent preferred.

Certification or Licensure:

- EMT Basic or higher certification.
- Health Care Provider CPR certification.

Knowledge of:

- Principles, practices, methods and techniques of modern emergency services, emergency services and fire training programs, fire protection, fire prevention, Incident Command System, and firefighting (extensive level).
- Laws and statutes relating to the operation of the Fire District (working level).
- Strong understanding of the principles of leadership, supervision, and training.
- The development and administration of an annual budget.
- Principles and practices relating to fiscal management and systems analysis.
- Bureau of Labor and Industries (BOLI) rules for fire district employees.
- Fair Labor Standards Act (FLSA) and its fire district application.

Ability to:

- Establish and maintain effective working relationships with other employees and the public.
- Speak and write effectively and to give clear and concise instructions that can be readily understood.
- Analyze workflow issues and develop effective financial policies and procedures.
- Plan, supervise, and coordinate the work of others.
- Maintain confidentiality.
- React quickly and calmly in emergencies, and to direct the work of subordinates on scene.

PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this classification.

While performing the duties of this position, the employee is frequently required to stand, sit, read, communicate, reach, and manipulate objects, tools or controls. The position requires mobility over all terrains and throughout buildings that may necessitate working in cramped spaces, crawling, climbing ladders and stairs, as well as related physical ability required for structural/wildland firefighting operations. Duties involve moving materials weighing up to 20 pounds on a regular basis and may exceed 100 pounds on an infrequent basis. Manual dexterity and coordination are required over 50% of the work period while operating equipment such as computer keyboard, calculator, motorized vehicles, instruments and tools used for fire investigations and inspections, fire suppression equipment, etc.

WORKING CONDITIONS:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this classification.

Work is performed primarily in office, vehicle, and outdoor settings in all weather conditions, including temperature extremes, during day and night. Work is often performed in emergency and stressful situations. Work is occasionally performed in confined spaces and/or in complete darkness. The employee will be exposed to hazards associated with the above job functions, including fire, smoke, noxious odors, fumes, chemicals, solvents and oils. The employee occasionally works near moving mechanical parts and in high, precarious places, and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. The noise level in the work environment is usually quiet in office settings and loud at an emergency scene.

WORK SCHEDULE:

Minimum of 40 hours per week, variable work schedule including evenings, weekends, callbacks, etc...

WAGE & HOUR STATUS:

- Exempt, Confidential – Administration

REVIEWED AND APPROVED:

EMPLOYEE _____

DATE _____

BOARD PRESIDENT _____

DATE _____

Budget Committee

Sheridan/SW Polk/West Valley Fire Districts Joint Board of Directors Staff Report

MEETING DATE: April 8, 2021
TOPIC: Budget Committee Members
PREPARED BY: Mariah Prescott, Interim Finance Assistant
APPROVED BY: Fred Hertel, Fire Chief
ATTACHMENTS: Board and Budget Committee Lists

BACKGROUND:

Below is a summary of each position on the three budget committees.

Sheridan Fire District:

- Vacant, When Parrish Van Wert was appointed to the Board of Directors
- Tom Prescott - Needs reappointed, term expired in 2020
- Cody Heidt - Needs reappointed, term expired in 2020
- Todd Whitlow - Expires 2021
- Cary Laughlin - Expires 2021

Staff has reach out to Robyn Murphy who applied and was interviewed as a potential Board of Director appointee. Robyn graciously is willing to perform the budget committee member duties. Sheridan will need to make two motion; one reappointing those persons whose terms area expired and one to appoint Robyn Murphy as a new budget committee member.

SW Polk Fire District:

- Jeff Classen - Needs reappointed, term expired in 2020
- Todd Pendley - Needs reappointed, term expired in 2020
- Tom Gilson – Expires 2021
- David Loewen - Expires 2021
- Amy Pendley - Needs reappointed, term expired in 2020

SW Polk will only need to make a motion reappoint those persons whose terms are expired, and they all have committed to continuing their duties as budget committee members.

West Valley Fire District:

- Vacant, when Connie Brown as she was appointed to the Board of Directors
- Melissa Ivey – Expires 2021
- Patty Brooks – Expires 2021
- Jack Scott - Needs reappointed, term expired in 2020
- Jency Rosasco - Expires 2021

WV will need to make one motion for now to reappoint those persons whose terms are expired. In discussions with President Mishler, it was determined that we should wait until the vacant Board of Director position is filled prior to making an appointment to the vacant budget committee member.

RECOMMENDED MOTION(s):

Sheridan Fire District:

Move to reappoint Tom Prescott and Cody Heidt for a three-year budget committee member term, expiring in 2023.
Move to appoint Robyn Murphy into Parrish Van Wert's budget committee member position, expiring in 2021.

SW Polk Fire District:

Move to reappoint Jeff Classen, Todd Pendley and Amy Pendley for a three-year budget committee member term, expiring in 2023.

West Valley Fire District:

Move to reappoint Jack Scott for a three-year budget committee member term, expiring in 2023.

Sheridan Fire District

2021-2022

BOARD MEMBERS

(4-Year Term)

Scot Breeden

20405 Rosenbalm Rd.

Sheridan, OR 97378

Expires July 2023

503-843-2981

breedenlog@yahoo.com

Parrish Van Wert

29555 SW Mill Creek Rd

Sheridan, OR 97378

Expires July 2021

pvanwert@sheridanfd.org

Tammy Heidt

21580 Finn Rd.

Sheridan, OR 97378

Expires July 2023

503-435-7356

theidt@sheridanfd.org

Brice Ingram

1111 W Main St.

Sheridan, OR 97378

Expires July 2021

503-857-7380

ingrambriced@gmail.com

Carol Harlan

29555 SW Mill Creek Rd

Sheridan, OR 97378

Expires July 2021

503-434-0116

charlan@sheridanfd.org

BUDGET COMMITTEE

(3-Year Term)

Robyn Murphy

405 NW Viola St.

Sheridan, OR 97378

Expires July 2021

503-484-5558

murphrob25@gmail.com

Tom Prescott

239 NE Ash St.

Sheridan, OR 97378

Expires July 2020

tom.prescott1990@gmail.com

Cody Heidt

666 NW Evans St.

Sheridan, OR 97378

Expires July 2020

codyheidt93@gmail.com

Todd Whitlow

Expires July 2021

503-931-2079

Cary Laughlin

20005 Rosenbalm Rd.

Sheridan, OR 97378

Expires July 2021

SW Polk Co. Rural Fire District
2020-2021

BOARD MEMBERS
(4-Year Term)

Keith Moore

PO Box 174
Dallas, OR 97338
keithdce@gmail.com
Term Expires: July 2023
503-507-3578

Frank Pender, Jr.

2171 Pioneer Road
Dallas, OR 97338
tanglewoodtimber@aol.com
Term Expires: July 2023
503-623-2015

Bob Davis

14997 Ferns Corner Road
Monmouth, OR 97361
bc2bob@hotmail.com
Term Expires: July 2023
503-623-9579/503-559-9222

Rod Watson

10755 Highway 22
Dallas, OR 97338
rgwatsonfarms@msn.com
Term Expires: July 2021
503-871-8573 (Cell)

Bruce Sigloh

14730 Salt Creek Rd
Dallas, OR 97338
brusig@msn.com
Expires July 2021
503-623-9789

BUDGET COMMITTEE
(3-Year Term)

Jeff Classen

15855 May Rd.
Dallas, OR 97338
jeff.l.classen@oregon.gov
Expires July 2020
503-302-7076

Todd Pendley

2116 Pioneer Rd.
Dallas, OR 97338
Expires July 2020
503-949-3211

Tom Gilson

18880 Caynonview Ln.
Dallas, OR 97338
tom.gilson@dallasor.gov
Expires July 2021
503-480-4327

David Loewen

15270 Salt Creek Rd.
Dallas, OR 97338
djams@juno.com
Expires July 2021

Amy Pendley

2116 Pioneer Rd.
Dallas, OR 97338
amy.pendley@agvisory.com
Expires 2020
503-910-4689

WEST VALLEY FIRE DISTRICT

2021-2022

BOARD MEMBERS

(4-Year Term)

Chris Greenhill

39425 SW Oak Lane
Willamina, OR 97396
503-969-7353

cgreenhill@westvalley-fire.org

Rick Mishler

22705 Business Hwy 18
Willamina OR 97396
971-237-3228

rickmishler@hotmail.com

Gary Brooks

15422 SW Rock Creek Rd.
Sheridan, OR 97378
503-864-5185

gebmd@gmail.com

Connie Brown

854 NE E St.
Willamina, OR 97396
971-237-4544

clbrown1954@gmail.com

Roy Whitman

975 SW Hill Dr
Willamina, OR 97396
971-237-2057

roy.whitman57@gmail.com

BUDGET COMMITTEE

(3-Year Term)

Vacant

Term expires – July 2023

Melissa Ivey

551 NW Willamina Dr.
Willamina, OR 97396
971-237-4900

missyivey7@gmail.com

Term expires - July 2021

Patty Brooks

15422 SW Rock Creek Rd.
Sheridan, OR 97378
503-843-2966

pattybrooks1979@gmail.com

Term expires - July 2021

Jack Scott

PO Box 25
Willamina, OR 97396
971-241-7132

shorteagletoo@yahoo.com

Term expires - July 2020

Jency Rosasco

22705 Business Hwy 18
Willamina OR 97396
503-876-1000

jmrosasco@outlook.com

Term expires - July 2021

Ambulance Maintenance

Sheridan/SW Polk/West Valley Fire Districts

Joint Board of Directors

Staff Report

MEETING DATE: 4/8/2021
TOPIC: Medic unit service
PREPARED BY: Sean Hoxie, Battalion Chief
APPROVED BY: Fred Hertel, Fire Chief
ATTACHMENTS: None

RECOMMENDED ACTION: Review of service and inspection records for the 2004 F350 medic unit post, the February 23, 2021, incident.

BACKGROUND: Following the loss of the West Valley medic unit due to mechanical failure resulting in a total loss of the unit, a review of documentation was requested. Board Director Brown met with BC Hoxie (3/8/2021) and discussed overall apparatus maintenance plan and current state of equipment. The Board has further requested maintenance issues specific to the unit in question. Review of the electronic work request file finds several small issues including burned out light bulbs that were replaced and a slow but continuous oil leak.

The unit was last serviced in October 2020, by the City of Dallas - Fleet Services Department. During that service it was found to need rear brakes and rear differential service in addition to the standard fluids and filters. Both additional repairs were completed at that time. The unit was scheduled to go back to Dallas in April of this year for service and inspection.

Prior to this unit being used as the first out unit it was an unstocked reserve, when the 2011 medic had a catastrophic engine failure (October 2020), the 2004 was moved to front line use. This was around the same time that staffing did not allow for M181 to be staffed. The unit was rarely used and had minimal service and maintenance. Service records prior to the implementation of the electronic work request forms do not show any maintenance on this or many of the other existing units.

Daily inspections are completed on all first due apparatus, this includes fluid level checks, under vehicle inspections, and checking supplies for providing advanced life support. The current system is new and has not been used with a documentation step prior to this incident. This inspection is now a documented step that occurs daily. Weekly inspections are documented which had been the past practice. Monthly inspections are completed as well, though these are specific to expiration date of medications and other internally carried items. As noted, West Valley medic units are seen at the City of Dallas – Fleet Services Department at least twice per year for inspection and fluid changes.

SUMMARY TIMELINE: Informational only

FINANCIAL IMPACT: Informational only

RECOMMENDED MOTION: None

Ambulance Replacement

Sheridan/SW Polk/West Valley Fire Districts

Joint Board of Directors

Staff Report

MEETING DATE: 4/8/2021
TOPIC: New (used) Medic, replacement
PREPARED BY: Damon Schulze, Deputy Chief
APPROVED BY: Fred Hertel, Fire Chief
ATTACHMENTS: None

RECOMMENDED ACTION: Information only

BACKGROUND: On 3/08/2021, a West Valley ambulance suffered a mechanical failure that resulted in a fire that caused a total loss of the Ambulance and some of the equipment being carried in the compartments. This event left West Valley Fire District with only one operational transporting ambulance.

In October of 2020, the two districts had co-borrowed a spare ambulance from the City of McMinnville to be used as a single back-up ambulance. This was their second in line for a back-up ambulance, but they were gracious enough to let us use it with almost no strings attached. This unit was to be placed in use when either district was getting one of the four remaining ambulances serviced. A normal service would be to get an oil change and inspection or having the brakes or tires replaced. It is safe to say that this ambulance had been used way more often than we anticipated. But it has served its purpose.

After the fire and resulting loss of West Valley's ambulance, McMinnville's ambulance was put into front line position at station 181 in Willamina where it has been since the March event.

Immediately after the fire, and possible before the fire was out, Chief Hertel was in contact with our insurance company to determine how to proceed. Chief Hertel had been informed that the ambulance was insured at \$20,000 after a recent review of the districts insurance policy. Prior to the review in October, the value of the ambulance was closer to the \$5,000 mark. Chief was also given direction as to how to proceed with the claim, including how to report all of the onboard equipment as part of the claim. It was later determined that there was an additional \$30,000 plus in onboard equipment and items that would also need replaced. Insurance would also cover that amount.

In the days following the fire, Staff started the search for a replacement ambulance. This included any publication that was available. Chief Hertel found two ambulances in the State of Washington that fit our needs. After some research, staff felt that we should try to purchase at least one of these ambulances. Because that Fire District was willing to work with us, staff felt that there was the possibility to purchase both of these for less than the \$20,000 insurance money.

During this same time, staff was in contact with Keizer Fire District to determine if a retired ambulance for sale would work for our situation. This had been their back-up ambulance for some time, and they

were able to put it up for sale. This was an older ambulance that had a lot of miles on it but had a new motor placed in it approximately 30,000 miles ago. The unit appeared to be very well maintained.

Before this option could be brought to the board, staff needed to work with Oregon Health Authority (OHA) to determine if any of these ambulances could be licensed and used by West Valley Fire District. OHA has a very strict, but confusing, process to license a used ambulance. The only way to know if a used ambulance can still be licensed is to start by sending pictures of the manufacture's plates to OHA. They then can tell what standards that were used by that company in the year that ambulance was built. They then can give direction on how to proceed with the process that includes several inspections by certified people. The state response to COVID and working from home, further complicated this process. Unfortunately, before this process could take place, the two ambulances in Washington were sold and Keizer had chosen to give away their ambulance to Detroit-Idanha Fire District. This left staff, still hunting for an ambulance that would work for this situation.

Fortunately, Detroit-Idanha Fire District was not able to use the ambulance given to them by Keizer and called us to ask if we still had interest in it. After a brief conversation, Chief Will Ewing delivered the ambulance to staff in Rickreall.

West Valley now has possession of the Keizer ambulance and staff has started the process with OHA. The ambulance has been determined that it was built under the right standards to be licensed in Oregon. Staff has been given directions to the next steps to license this ambulance. This includes inspections by certified Emergency Vehicle Technicians.

We are hopeful that the ambulance will pass all of the inspections and could be licensed within a couple of weeks. If this were to happen, we will complete the process of transferring ownership to West Valley Fire District and apply some lettering, emblems and markings. This is anticipated to coast \$2,000 to \$5,000. This would allow West Valley to have a front-line ambulance and then a back-up ambulance when the new ambulance shows up in May/June.

SUMMARY TIMELINE: Informational only

FINANCIAL IMPACT: Informational only

RECOMMENDED MOTION: None

Systems Design, LLC Contract

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this 1st day of July, 2021 by and between, West Valley Fire District ("Provider") having its principal location at 825 Main St Willamina, OR 97396 and Systems Design West, LLC a Delaware limited liability company having their principal place of business located at 19265 Powder Hill Place NE Poulsbo, Washington 98370 hereinafter referred to as the ("Consultant"). Collectively the Provider and the Consultant shall be known as the "PARTIES".

RECITALS:

(a) WHEREAS, the Provider and the Consultant desire to enter into a "Professional Services Agreement",

(b) NOW, THEREFORE, in consideration for the mutual obligations contained herein the Provider and the Consultant, each intending to be legally bound by this agreement, hereby mutually covenant and agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall provide to the Provider specific services related to the billing and payment processing of EMS patient transport services that are provided to the general public by the Provider. The following Scope of Services shall be incorporated into this contract as general services performed by the Provider and the Consultant under this agreement.

1.1 The Provider, with assistance from Consultant, shall apply for Provider Status or updated Status with Medicare, Medicaid, and all public and private insurances which will be billed as a part of this Scope of Services. The Provider is responsible for informing the Consultant of any subsequent changes that necessitate updates (e.g. changing an Authorized Official) so that Consultant may complete its duties. The Provider shall assist the Consultant to obtain the necessary certifications, numbers and documentation needed for Consultant to provide the services identified in sections 1.2 and 1.3 below, obtain and maintain credentials for payer websites that require vendor access to be given only through a Provider representative and facilitate access for the Consultant's representatives. The Provider agrees to furnish and assist the Consultant with the following:

(a) The Provider agrees to provide a complete and legible "PCR" (Patient Care Report) to the Consultant including patient name, address and pertinent billing and insurance information from the field, including a copy of the patient signature for authorization of benefits and responsibility for payment, authorizing billing of Medicare, Medicaid and any insurance the patient is a subscriber to. The original patient signature must be maintained by the Provider and made available to the Consultant and/or insurance payers upon request. The amounts to be billed will be determined by the Provider in the form of a resolution or ordinance to be incorporated into this agreement as an attachment exhibit. Any subsequent increases to established fees must be communicated to the Consultant, in writing, prior to the submission of affected PCRs. "Automatic" annual increases should be communicated in writing as dollar amounts for confirmation each year. PCRs must be sent using a NEMESIS compliant XML format, or an additional fee may be charged.

(b) The Provider agrees to furnish the Consultant with hospital ER forms (face/admit sheets) with demographic and insurance information attached to the PCR if requested by Consultant. Copies of any payments made directly to the Provider will be forwarded to the Consultant for accounting purposes in a timely manner. The Provider agrees to generate any refund checks due to overpayments identified by the Consultant directly to the payer to which the refund is due, based on detailed information provided by the Consultant. The Provider shall provide additional information as may be required by insurance companies or other agencies in order to facilitate the Consultant's obligations to the Provider.

(c) The Provider agrees to furnish to the Consultant to be made part of this agreement as an attachment: resolutions pertaining to this Scope of Services; specific write off policies; collections procedures; rates and fees to be charged by the Provider and administered by Consultant as part of the Scope of Services performed under this agreement. Provider agrees to inform Consultant of any subsequent changes to these documents in writing in advance of when the new policies, procedures and/or rates take effect.

(d) The Provider agrees to complete registration with Consultant's vendors as applicable for Consultant to be able to fulfill its obligations to Provider. Such vendors may include e-payment and merchant services portal, remote deposit capture services, and clearinghouse registration.

1.2 Upon receipt of the PCRs from the Provider, the Consultant shall: set up a patient account in Consultant's proprietary software application and create a patient record; perform all billing operations including follow up statements and any necessary rebilling of EMS patient transport services provided by the Provider to the subscriber's medical insurances, Medicare, Medicaid and any and all known secondary insurance providers; produce and forward CMS 1500 forms and/or electronic medical claims per payer's rules and regulations within the legal boundaries of all federal and state laws; produce and mail an initial invoice and subsequent statements to all private patient accounts on behalf of the Provider; file any applicable appeals to insurance payers and/or Medicare and Medicaid on behalf of the patient if necessary to pursue the claim. Provider shall maintain a system to reconcile the number of PCRs sent to Consultant monthly.

1.3 The Consultant shall: receive at its facilities all payments (except those directly deposited into the Provider's account by insurances and Medicare/Medicaid via EFT) Explanations of Benefits and Electronic Remittance Advices; account for all payments; deposit all funds directly into the Provider's "deposit only" account; forward deposit information to the Provider within 24 hours of such deposit; initiate and forward refund information and adjustments made on behalf of the patient's account to the Provider. The Consultant shall provide to the Provider a minimum of four (4) standard reports each month including: a) Aged Accounts Receivable b) Month End Summary c) Annual Collection Statistics d) Transaction Journal. These reports will include information related to amounts billed, amounts collected and uncollected, insurance and Medicare/Medicaid allowable and disallowable. For payments and remittances that are wholly electronic portal-based, Provider shall grant access to Consultant's representatives as needed for various payer portals.

1.4 The Consultant shall provide live customer service to Provider's patients via toll free phone numbers to answer patient billing questions Monday through Friday from 8:00am through 6:00 pm, Pacific Standard Time (except Federal holidays).

1.5 The Consultant shall provide all labor, materials and equipment necessary to perform the work specified in the above scope of services. The Consultant is responsible for ensuring any subcontractor or vendor agencies are fully licensed and qualified to perform such work. For subcontracted payment processing and merchant services, Consultant is responsible for ensuring subcontractor or vendor maintains PCI compliance, and that the vendor or Consultant must be able to provide a PCI compliance certificate to Provider annually, at most.

1.6 Additional services: Additional services not specified in this Scope of Services (e.g. transferred accounts, non-routine auditing, targeted trainings, paper PCRs) may be added for an additional fee agreed upon in writing.

2. FEES, EXPENSES, & PAYMENT. Providers will receive a monthly invoice. For and in consideration of the services provided by the Consultant identified above, the Provider shall pay to the Consultant an amount not to exceed \$23.50 per transport.

In addition, the Provider will pay actual postage at current USPS postage rates for patient invoices, statements, and Certified Mail PCS requests per the Scope of Services performed under this agreement. Provider shall remit payment for services rendered under this agreement to the Consultant within 30 days from receipt of Consultant's monthly invoice to the Provider. Progress invoices may be sent if there are significant delays in PCR receipt from the Provider. A \$50.00 minimum applies to all invoices. Price adjustments may occur from time to time, no more than annually, and with written notification from Consultant at least 90 days in advance.

3. PAYMENT OF TAXES. The Consultant shall be liable for any and all federal, state, and local sales, excise taxes and assessments as a result of the payment for services rendered under this agreement.

4. TERM OF AGREEMENT. The Consultant shall commence the work called for in this agreement on the date of the agreement and perform such work uninterrupted and automatically renew upon the anniversary date unless the agreement is terminated by either party (see Section 7). This agreement may be amended by the parties upon mutual agreement of terms and conditions with the acknowledgement of an amendment to the Professional Services Agreement to be signed by both parties of the agreement.

5. SCHEDULE OF ATTACHMENT EXHIBITS. The following attachments are acknowledged by the parties and made part of this Agreement.

1. Rates to be charged per transport [to be provided by the Provider]
2. Billing & Collection Policies to be administered [to be provided by the Provider]
3. Consultant's Certificate of Liability Insurance
4. Business Associate Agreement, signed by both parties
5. Amendment 1: FireMed Administration
Effective: March 1, 2020
6. Amendment 2: Motor Vehicle Collision (MVC)
Effective: July 1, 2020

7. Amendment 3: Fire Response, False Alarm Billing, Fire EMS Assists and Utility Assist Billing Services
Effective: August 5, 2020

6. INDEPENDENT CONSULTANT STATUS. The Consultant performs this Agreement as an independent Consultant, not as an employee of Provider. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Provider and an independent Consultant.

7. TERMINATION. Either party may terminate this agreement with a minimum of 60 days' written notice to the other party. The Consultant shall upon termination by either party provide 60 days of follow up service to the outstanding patient accounts including posting payments, making deposits, and two (2) months of follow up reports to the Provider. Consultant shall deliver and document the return of all documentation in Consultants possession as applicable.

8. INSURANCE. The Consultant shall maintain statutory minimum Worker's Compensation or Labor and Industry insurance as required by the laws of any state or country in which Services are performed. The Consultant will provide and make as part of this agreement as an attachment, a certificate of liability insurance with a minimum amount of commercial general liability of \$ 1,000,000 per occurrence and an aggregate of \$ 2,000,000 and maintain such insurance for the duration of this agreement. The Consultant shall provide an annual updated Certificate of Insurance to the Provider upon the policy expiration date. The Consultant shall provide notice to the Provider in the event the policy is cancelled or terminated for any reason prior to the policy expiration date.

9. END USER SOFTWARE LICENSE & CONFIDENTIAL INFORMATION. The term "CONFIDENTIAL INFORMATION AND SOFTWARE" shall mean: (i) any and all Information and proprietary software which is disclosed or provided by either party ("OWNER OF THE INFORMATION") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning Provider and Consultant's business or organization, as the parties have conducted it or as they may conduct it in the future. In addition, Confidential Information may include information concerning any of past, current, or possible future products or methods, including information about research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

9.1 TREATMENT OF CONFIDENTIAL INFORMATION. Provider's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Provider shall protect the deliverables resulting from Services with the

same degree of care. This agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Provider; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Provider and provided further that diligent efforts are undertaken to limit disclosure.

9.2 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Use and Disclosure of Protected Health Information. The parties hereto agree that in order for the Consultant to perform its duties as expected by the Provider, it will be necessary for the Consultant to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 CFR §164.501. The parties of this agreement further acknowledge and make part of this agreement as an attachment to this agreement a "Business Associate Agreement" to be maintained and updated whenever applicable by either party of this agreement.

9.3 PERMITTED AND REQUIRED USES AND DISCLOSURE OF PHI. The Parties hereto agree that the Consultant may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR §164.501. The Parties hereto further agree that the Consultant may use or disclose PHI for any use or disclosure that is required by law.

10. INDEMNITY. Each Party ("INDEMNIFYING PARTY") shall indemnify and hold the other Party ("INDEMNIFIED PARTY") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

10.1 Notwithstanding any other provision of this agreement, no party shall be liable for (a) any special, indirect, incidental, punitive, or consequential damages, including loss of profits or business arising from or related to the services or other deliverables hereunder or a breach of this agreement, even if such party has been advised of the possibility of such damages; or (b) any damages (regardless of their nature) for any delay or failure by a party to perform its obligations under this agreement due to any cause beyond the such party's reasonable control.

10.2 Notwithstanding any other provision of this agreement, the Consultant's liabilities under this agreement under any theory of liability, whether based in contract law, tort law, negligence (active or passive), product liability, indemnification or otherwise shall be limited to the direct damages recoverable by the Provider under law not to exceed one times the aggregate amount of fees paid by the Provider to Consultant for the services or other deliverables that gave rise to the claim or that are otherwise the subject of such claim in the one (1) year period preceding the event giving rise to the claim.

11. SURVIVABILITY. The terms of Section 8 and 9 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict. The "Business Associate Agreement" has terms incorporated to establish the continuance of covenants for the parties to disclose PHI for the continued operations of "Payment".

12. WARRANTIES AND REPRESENTATIONS. Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. Consultant warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Consultant are advisory; no specific result is assured or guaranteed. Consultant EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED.

13. NOTICE. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party related to any of the content of this agreement shall be presented in writing and served personally or sent by prepaid, first class mail to the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing.

Provider: West Valley Fire District
825 Main St
Willamina, OR 97396

Consultant: Systems Design West, LLC
19265 Powder Hill Pl NE
Poulsbo, WA 98370

14. NONWAIVER. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition.

15. APPLICABLE LAW. The laws of the State of Washington shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court in the State of Washington.

16. CONFLICT OF INTEREST. The Consultant covenants, warrants and represents that the Consultant or any employees of Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. The Consultant further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed by the Consultant in the future.

17. ASSIGNMENT. This Agreement may be assigned by Consultant. Provider may assign this Agreement directly or by operation of law with the prior written consent of Consultant, which shall not be unreasonably withheld.

18. ENTIRE AGREEMENT. This Agreement and any schedules, appendices, attachments and exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties of this Agreement hereto unless reduced to writing and signed by both parties. This Agreement constitutes a final, complete and exclusive statement of the agreement between the parties and supersedes any prior Agreements on the Effective Date.

The Parties hereby agree to all of the above terms, conditions, covenants and have executed this Agreement by a duly authorized representative.

Date: _____

West Valley Fire District
"Provider"

By: _____

Print: _____

Title: _____

Date: _____

Systems Design West, LLC
"Consultant"

By: _____

Print: _____

Title: _____

Business Associate Agreement Between West Valley Fire District and Systems Design West, LLC

This Business Associate Agreement (“Agreement”) between **West Valley Fire District** (“Covered Entity”) and Systems Design West, LLC (“Business Associate”) is executed to ensure that Systems Design West, LLC will appropriately safeguard protected health information (“PHI”) and personally identifiable information (“PII”) that is created, received, maintained, or transmitted on behalf of the **West Valley Fire District** in compliance with applicable federal, state, and local statutes, regulations, rules and policies—including but not limited to, the provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with the Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Catch-all Definition

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Systems Design West, LLC.
- (b) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the **West Valley Fire District**.
- (c) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

C. Obligations of Systems Design West, LLC

Systems Design West, LLC agrees to:

1. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and electronic personally identifiable information (“e-PII”) as well as implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement;
2. Report to the Covered Entity any use or disclosure of PHI and PII not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI and PII as required by 45 CFR §164.410. Breaches of unsecured PHI and PII shall be reported to the Covered Entity and affected parties without unreasonable delay but in no case later than 30 days after discovery of the breach;
3. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI and PII on behalf of Systems Design West, LLC agree to the same restrictions, conditions, and requirements that apply to Systems Design West, LLC with respect to such information;
4. Make PHI and PII in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity’s obligations to provide access to PHI and PII in accordance with 45 CFR §164.524 within 30 days of a request;
5. Make any amendment(s) to PHI and PII in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity’s obligations under 45 CFR §164.526;
6. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity’s obligations under 45 CFR §164.528.
7. To the extent that Systems Design West, LLC is to carry out any of the Covered Entity’s obligations under the HIPAA Privacy Rule, Systems Design West, LLC shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;
8. Make its internal practices, books, and records relating to the use and disclosure of PHI and PII received from, or created or received by Systems Design West, LLC on behalf of the Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Systems Design West, LLC and the Covered Entity’s compliance with HIPAA and the HITECH Act;
9. Restrict the use or disclosure of PHI and PII if the Covered Entity notifies Systems Design West, LLC of any restriction on the use or disclosure of PHI and PII that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
10. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Systems Design West, LLC agrees to assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 CFR §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity’s Identity Theft Prevention Program; (c) ensuring that any agent or third party

who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.

11. Comply with all current rules and regulations pertaining to the OIG Compliance Program for ambulance suppliers and special bulletin regarding LEIE recommended screening of employees and any subcontractors.

D. Permitted Uses and Disclosures by Systems Design West, LLC

Systems Design West, LLC may use or disclose PHI and PII as required by law and consistent with the Minimum Necessary standard—specifically, the use and disclosure of PHI and PII will be limited to the minimum necessary for accomplishing the intended purpose of the use and disclosure. The specific uses and disclosures of PHI and PII that may be made by Systems Design West, LLC on behalf of the Covered Entity include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Covered Entity to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the Covered Entity to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI and PII as permitted by HIPAA necessary to perform the services that Systems Design West, LLC has been engaged to perform on behalf of the Covered Entity.

E. Termination

1. The Covered Entity may terminate this Agreement if the Covered Entity determines that Systems Design West, LLC has violated a material term of this Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Systems Design West, LLC shall return to the Covered Entity or destroy all PHI and PII received from the Covered Entity, or created, maintained, or received by Systems Design West, LLC on behalf of the Covered Entity that Systems Design West, LLC still maintains in any form. Systems Design West, LLC shall retain no copies of the PHI and PII. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to on this date: _____

Systems Design West, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

West Valley Fire District

Signature: _____

Name: _____

Title: _____

Date: _____

Oregon Health
Authority/ GEMT
Contract

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 169191, hereinafter referred to as "Document."

I, Fred Hertel Fire Chief
Name Title

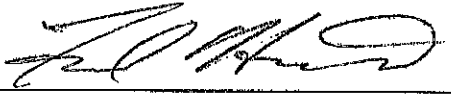
received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

West Valley Fire District by email.

Contractor's name

On 03/22/2021
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

 03/22/2021
Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 169191

Legal name (tax filing): West Valley Fire District

DBA name (if applicable): _____

Billing address: 825 NE Main Street

City: Willamina **State:** OR **Zip:** 97396

Phone: (503) 876-2004

FEIN: 23-7415041

- OR -

SSN: _____

Agreement Number 169191

**STATE OF OREGON
INTERGOVERNMENTAL TRANSFER AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**West Valley Fire District
825 NE Main Street
Willamina, OR 97396
Fred Hertel, Fire Chief
503-876-2004
fhertel@sheridanFD.org**

hereinafter referred to as "Agency."

Work to be performed under this Agreement relates principally to OHA's

**OHA Health Systems
Medicaid Transformation Programs Unit
500 Summer Street, NE E86
Salem OR, 97301
Agreement Administrator: Donald Jardine or delegate
Telephone: 503-422-5102
Facsimile: 503-378-8467
E-mail address: donald.jardine@dhsaha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice. This Intergovernmental Transfer Agreement is an expense reimbursement agreement for approved costs for the period

beginning on or after **July 1, 2020** and ending **June 30, 2021**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Agreement
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Federal Terms and Conditions

There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits C, B, and A.

c. For purposes of this Agreement, "Work" means the agreement to reimburse costs for allowable costs for the 2020 state fiscal year as specified in this Agreement.

3. Consideration.

See Exhibit 2, Payment and Financial Reporting.

4. Vendor or Subrecipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

Agency is a subrecipient Agency is a Vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: CFDA 93.778

5. Agency Data and Certification.

a. Agency Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS): West Valley Fire District

Street address: 825 NE Main St

City, state, zip code: Willamina, OR 97396

Email address: fhertel@sheridanfd.org

Telephone: (503) 843-2467 Facsimile: (503) 843-4091

Agency Proof of Insurance: Agency shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Special Districts Insurance Services

Policy #: 35W52923-136 Expiration Date: 6/30/2021

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Agency is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, Agency shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Agency acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Agency may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. Agency certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Agency;
- (3) The information shown in Section 5a, "Agency Information" above is Agency's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small

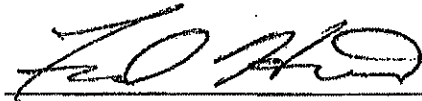
business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (5) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>;
- (7) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding; and
- (8) Contractor Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN or SSN within 10 days.

AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT AGENCY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Signatures.

By: West Valley Fire District



Authorized Signature
Fire Chief

Title

Fred Hertel

Printed Name
3/29/2021

Date

State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Department of Justice
Date

EXHIBIT A

Part 1 AGREEMENT

This Intergovernmental Transfer Agreement ("Agreement") is entered into between the Oregon Health Authority (OHA) and Agency, the Ground Emergency Medical Transportation (GEMT) Provider. This Agreement provides for an intergovernmental transfer of funds (1) to the OHA from Agency in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services provided to OHA Medicaid recipients; and (2) from OHA to Agency in an amount of 100 percent of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services provided to OHA Medicaid recipients. The intergovernmental transfer program for GEMT providers is established pursuant to Oregon Revised Statute (ORS) 413.234 to 413.235 and in accordance with Oregon Administrative Rule (OAR) 410-136-3370.

1. Fund Transfer. Agency, as a local governmental entity and provider of GEMT services, agrees to transfer funds to OHA as specified in this Agreement in accordance with OAR 410-136-3370. The transfer to OHA is a condition of payment by OHA for the uncompensated Medicaid cost associated with GEMT services and shall be made prior to any payment by OHA to Agency.
2. Agency will transfer funds to OHA equivalent to: (1) the non-federal share of Agency's reconciled claim for the uncompensated Medicaid cost associated with the provision of GEMT services for Medicaid recipients during the eligible period; and (2) OHA's fee to cover the costs of administering the GEMT intergovernmental transfer program for providers.
3. By signing this Agreement, Agency certifies that the funds transferred to OHA as the state share of financial participation qualify for federal financial participation pursuant to 42 CFR part 433.51 are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds.
4. Agency and OHA agree that both parties shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable state and federal requirements.
5. Agency and OHA agree that each party shall have access to the other party's records and supporting documentation as necessary to verify the respective payments under this Agreement.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

- a. Agency shall submit documentation to OHA supporting Agency's claim for uncompensated Medicaid costs for GEMT services provided to Medicaid recipients for the time period beginning July 1, 2019 and ending June 30, 2020 (the "eligible period").
- b. On or before April 30, 2021, Agency shall pay OHA the amount set forth in the table below, the non-federal share of the provider's reconciled claim for the uncompensated Medicaid cost of GEMT services provided to Medicaid recipients for the eligible period based on the applicable match rate, provided by OHA, in effect at the time of the claim.
- c. Along with payment of the non-federal share, Agency shall pay OHA the administrative fee, as established by OHA and set forth in the table below, for administration of the GEMT intergovernmental transfer program.
- d. Agency's payments to OHA shall be through either an electronic transfer to a bank account specified by OHA or by submitting written checks to OHA.

Mail payments to:

Oregon Health Authority
OFS Receipting Unit
P.O. Box 14006
Salem, Oregon 97309

For electronic transfer setup contact:

Nichole Petersen, DHS/OHA OFS Receipting Unit
Email: Nichole.m.petersen@dhsoha.state.or.us
Phone: 503-947-5006

- e. OHA shall make payment to Agency the amount set forth in the table below equal to 100 percent of the Agency's allowable reconciled claim for the uncompensated Medicaid cost of GEMT services provided to Medicaid recipients.
- f. OHA's payment to Agency shall be made by electronic transfer not later than May 15, 2021, to a bank account specified by Agency.
- g. Agency's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

Agency's Payment to OHA – Non-Federal Share of GEMT Services	\$9,264.87
Agency's Payment to OHA – Administrative Fee	\$1,852.97
OHA's Payment to Agency	\$57,777.12

2. Travel and Other Expenses.

OHA will not reimburse Agency for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3

Special Terms and Conditions

1. Confidentiality of Client Information.

a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Agency on the client ("Client Information") shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Agency, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Agreement, Agency shall comply, and ensure that all of Agency's officers, directors, employees, agents and subcontractors comply, with the following provisions:
 - (a) With respect to SSA records:
 - (i) Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - (ii) Adhere to the same security requirements as employees of OHA;
 - (iii) Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within OHA's agreement with SSA;
 - (iv) Provide its employees and agents the same security awareness training as OHA's employees; and
 - (v) Include the provisions of this Section 1.a.(3)(a) in any subcontract.
 - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
 - (i) Agency and its officers, directors and employees with access to, or who use FTI provided by OHA must meet the background check requirements defined in IRS Publication 1075;
 - (ii) Any FTI made available to Agency shall be used only for the purpose of carrying out the provisions of this Agreement. Agency shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any

manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Agency is prohibited;

- (iii) Agency shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - (iv) No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
 - (v) Maintain a list of employees who are authorized access to FTI. Such list will be provided to OHA and, upon request, to the IRS reviewing office; and
 - (vi) Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (d) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
- (e) Agency may be subject to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, OHA, Agency and any subcontractor will share information as necessary to effectively serve OHA clients.

b. Non-Client Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party ("Confidential Non-Client Information").
- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Agreement;
 - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or

(f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.

(3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.410 to 192.505. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

c. Upon request and pursuant to the instructions of OHA, Agency shall return or destroy all copies of Confidential Information, and Agency shall certify in writing the return or destruction of all Confidential Information.

2. Amendments.

a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:

OHA may extend the Agreement for additional periods of time and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the Agency under this Agreement.

b. OHA further reserves the right to amend the Statement of Work for the following:

(1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;

(2) Implement additional phases of the Work; or

(3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions

are binding on either party. All amendments must comply with Exhibit B, Section 21, "Amendments" of this Agreement.

3. Agency Requirements to Report Abuse of Certain Classes of Persons.

- a. Agency shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. Agency shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. Agency shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Agency shall notify the referring DHS caseworker within 24 hours. Agency shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. Agency shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS' Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

f. Agency who witnesses or has information about an alleged abusive act that has occurred at Oregon State Hospital (OSH) must immediately report the incident directly to the Office of Adult Abuse Prevention and Investigations:

(1) Weekdays 8 a.m. – 5 p.m. at 503-945-9495.

(2) Weekdays 5 p.m. – 10:00 pm or weekends from noon – 10 p.m. at 503-559-1201.

5. Nondiscrimination.

a. Agency must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.

b. Agency certifies that Agency has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Agency agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Agency shall comply with and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agency and the Agreement. All employers, including Agency, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. **Agency's Representations and Warranties.** Agency represents and warrants to OHA that:
 - (1) Agency has the power and authority to enter into and perform this Agreement;
 - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms;
 - (3) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Agency's industry, trade or profession;
 - (4) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and
 - (5) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
 - b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized; Payments.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Agency shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agency shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. Agency shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Agency elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agency shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agency.

6. Recovery of Overpayments. IF BILLINGS UNDER THIS AGREEMENT, OR UNDER ANY OTHER AGREEMENT BETWEEN AGENCY AND OHA, RESULT IN PAYMENTS TO AGENCY TO WHICH AGENCY IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO AGENCY, MAY WITHHOLD FROM PAYMENTS DUE TO AGENCY SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. NOTHING IN THIS SECTION SHALL REQUIRE AGENCY OR OHA TO ACT IN VIOLATION OF STATE OR FEDERAL LAW OR THE CONSTITUTION OF THE STATE OF OREGON.

7. Ownership of Work Product.

- a. **Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) "Agency Intellectual Property" means any intellectual property owned by Agency and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Agency.
 - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Agency is required to deliver to OHA pursuant to the Work.

- b. Original Works.** All Work Product created by Agency pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of OHA. OHA and Agency agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Agency hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Agency shall execute such further documents and instruments necessary to fully vest such rights in OHA. Agency forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c.** In the event that Work Product is Agency Intellectual Property, a derivative work based on Agency Intellectual Property or a compilation that includes Agency Intellectual Property, Agency hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency Intellectual Property and the pre-existing elements of the Agency Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- d.** In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Agency shall secure on OHA's behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- 8. Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:
- a.** Agency fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b.** Any representation, warranty or statement made by Agency herein or in any documents or reports relied upon by OHA to measure the delivery of services, the expenditure of payments or the performance by Agency is untrue in any material respect when made;
- c.** Agency (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of Agency, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Agency, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (3) similar relief in respect to Agency under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein is untrue in any material respect when made.
10. **Termination.**
- a. **Agency Termination.** Agency may terminate this Agreement:
 - (1) For its convenience, upon at least 90 days advance written notice to OHA;
 - (2) Upon 45 days advance written notice to OHA, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or
 - (3) Upon 30 days advance written notice to OHA, if OHA is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.
 - b. **OHA Termination.** OHA may terminate this Agreement:
 - (1) For its convenience, upon at least thirty days advance written notice to Agency;
 - (2) Upon 45 days advance written notice to Agency, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
 - (3) Immediately upon written notice to Agency if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon

Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;

- (4) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to Agency, if OHA determines that Agency or any of its subcontractors have endangered or are endangering the health or safety of an Agency client or others.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

d. **Return of Property.** Upon termination of this Agreement for any reason whatsoever, Agency shall immediately deliver to OHA all of OHA's property (including without limitation any Work Products for which OHA has made payment in whole or in part) that are in the possession or under the control of Agency in whatever stage of development and form of recordation such OHA property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless OHA expressly directs otherwise in such notice of termination. Upon OHA's request, Agency shall surrender to anyone OHA designates, all documents, research or objects or other tangible things needed to complete the Work Products.

11. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay Agency under this Agreement.
- (2) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 11.a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
13. **Indemnity/Hold Harmless Provision.** OHA and Agency shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Agency shall perform the services under this Agreement as an independent contractor. Agency and OHA each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30. 260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
14. **Reserved.**
15. **Records Maintenance; Access.** Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires Agency or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Agency or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Agency shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of OHA or Agency, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**

- a. Agency shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Subcontracts.** Agency shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Agency shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Agency with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** OHA and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Agency that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Agency or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed

by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts and Procurement
635 Capitol Street NE, Suite 350
Salem, Oregon 97301
Telephone: 503-945-5818
Facsimile Number: 503-378-4324

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments 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 this Agreement and any amendments so executed shall constitute an original.
27. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Agency on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same

extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

31. Reserved.

32. Stop-Work Order. OHA may, at any time, by written notice to the Agency, require the Agency to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Agency shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10, Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Agency, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Agency shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Agency, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Agency shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** Agency shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S. C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Agency certifies, to the best of the Agency's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Agency under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Agency under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and

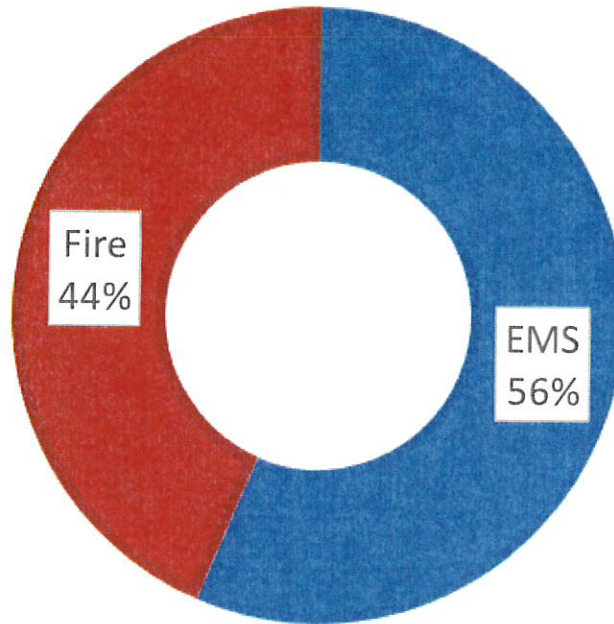
12. **Agency-based Voter Registration.** If applicable Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
 - d. Agency shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
14. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Agency agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

Chief's Report

Sheridan Fire District

March 2021 MONTHLY REPORT



Fire Stats

Vehicle fire	1
EMS incident	65
Toxic condition	1
Equipment problem	3
Water problem	1
Public service assistance	3
Standby	2
Canceled	10
Total	86

EMS Stats

Public assist	7
Cancelled	14
Patient Dead on Scene	2
Standby	3
Transported	73
Not transported	12
Total	111

Total Calls

197

Training Hours

296.72

Sheridan Fire District - ASA Compliance

Previous Month ▾ Feb 1, 2021 - Feb 28, 2021 ▾

07:19

MM:SS
Average Response Time

97%

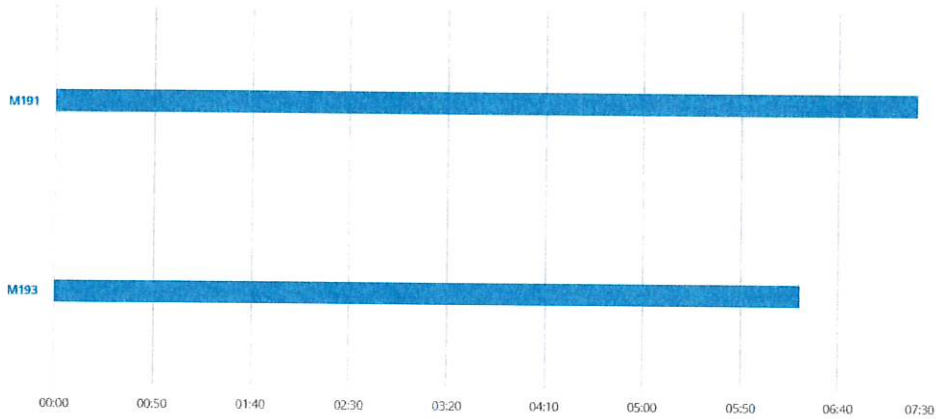
OF RESPONSES
Response Time < 17:00

28

DAYS
In Selected Time Slice

35

UNIT RESPONSES
In Selected Time Slice



This call is not considered in the ASA compliance due to the location.

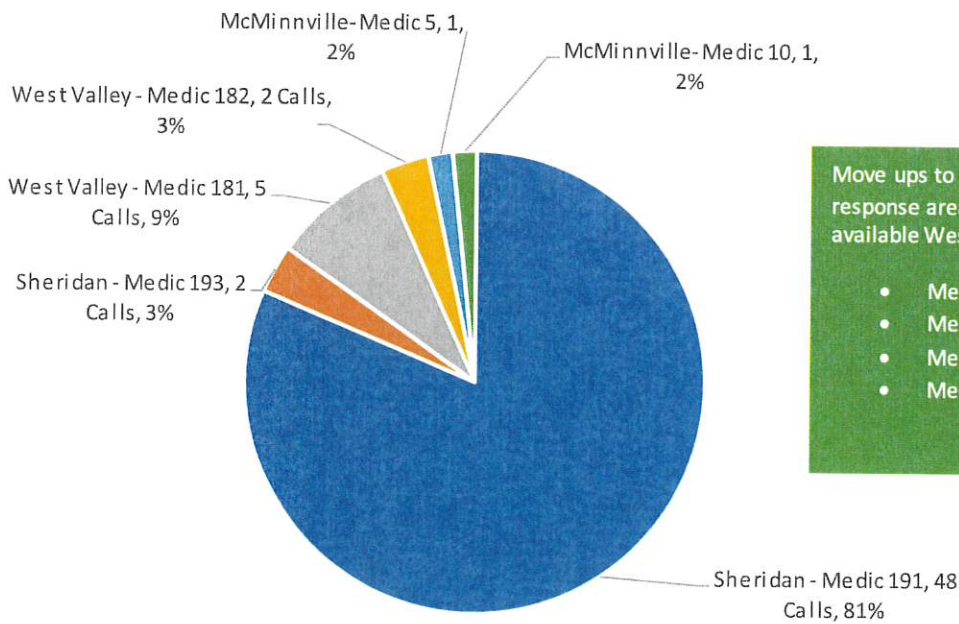
Actual compliance: 100%

Counts % Rows % Columns % All

00:00 - 04:59 05:00 - 07:59 08:00 - 08:59 09:00 - 09:59 10:00 - 11:59 12:00 - 14:59 15:00 - 16:59 17:00 - 17:59 18:00 - 19:59 20:00 - 23:59 00:00 - 05:59 Total

M191	9	15	2	3	1	1	2	1	34
M193		1							1
Total	9	16	2	3	1	1	2	1	35

Sheridan Fire District – All EMS Incidents



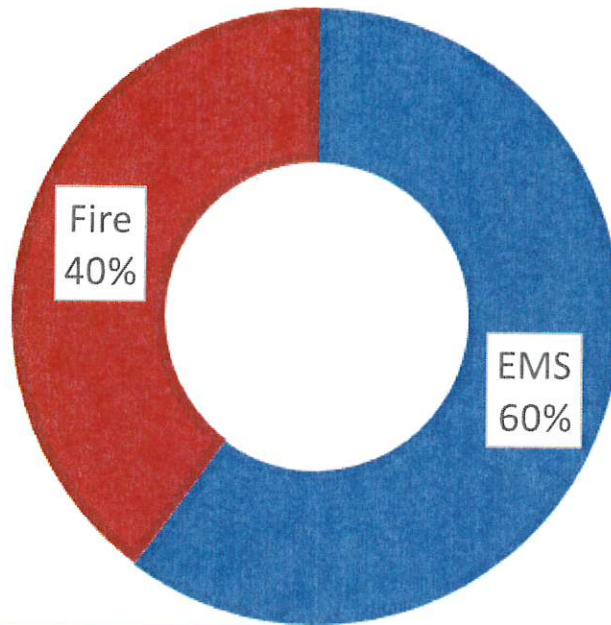
Move ups to cover the Sheridan Fire District response area because there were no available West-end resources:

- Medic 5 – 1 move up
- Medic 10 - 1 move up
- Medic 1 – 3 move ups
- Medic 193 – 4 move ups

■ Sheridan - Medic 191
 ■ Sheridan - Medic 193
 ■ West Valley - Medic 181
■ West Valley - Medic 182
 ■ McMinnville- Medic 5
 ■ McMinnville- Medic 10

SW Polk Fire District

March 2021 MONTHLY REPORT



Fire Stats

Outside rubbish fire	1
Public service assistance	2
Canceled	5
Total	8

EMS Stats

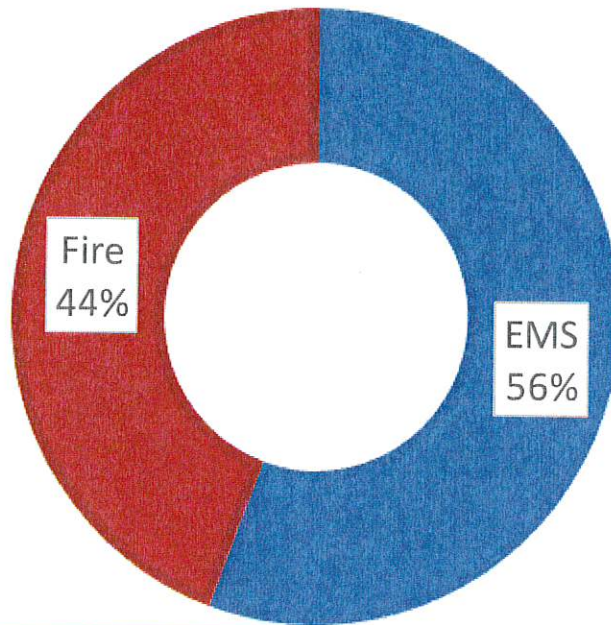
EMS incident	12
Total	12

Total Calls 20

Training Hours 163.74

West Valley Fire District

March 2021 MONTHLY REPORT



Fire Stats

Vehicle	1
EMS incident	88
Medical assist	2
Standby	1
Spill	1
Public service assistance	9
Canceled	9
Total	112

EMS Stats

Public assist	9
Cancelled	15
Not Transported	31
Transported	85
Total	140

Total Calls

261

Training Hours

150.49

West Valley Fire District - ASA Compliance

Previous Month ▾ Feb 1, 2021 - Feb 28, 2021 ▾

07:01

MM:SS
Average Response Time

96%

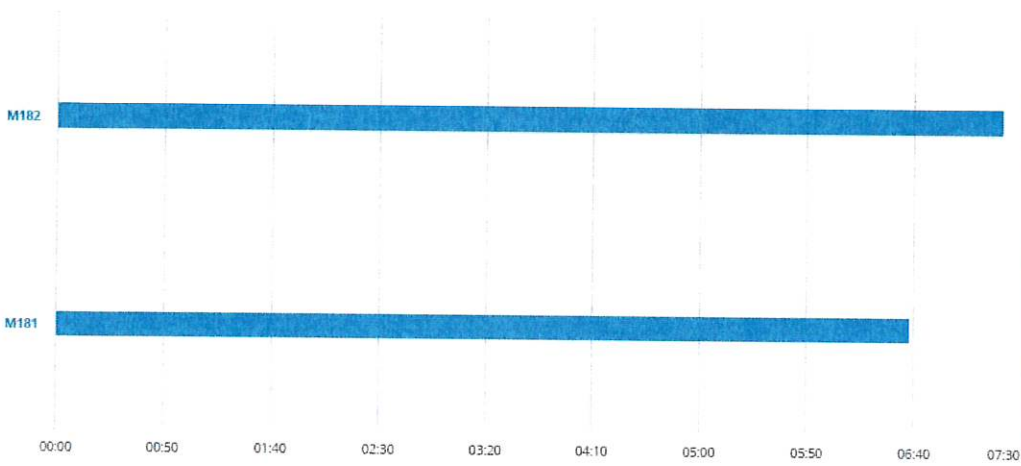
OF RESPONSES
Response Time < 17:00

28

DAYS
In Selected Time Slice

26

UNIT RESPONSES
In Selected Time Slice



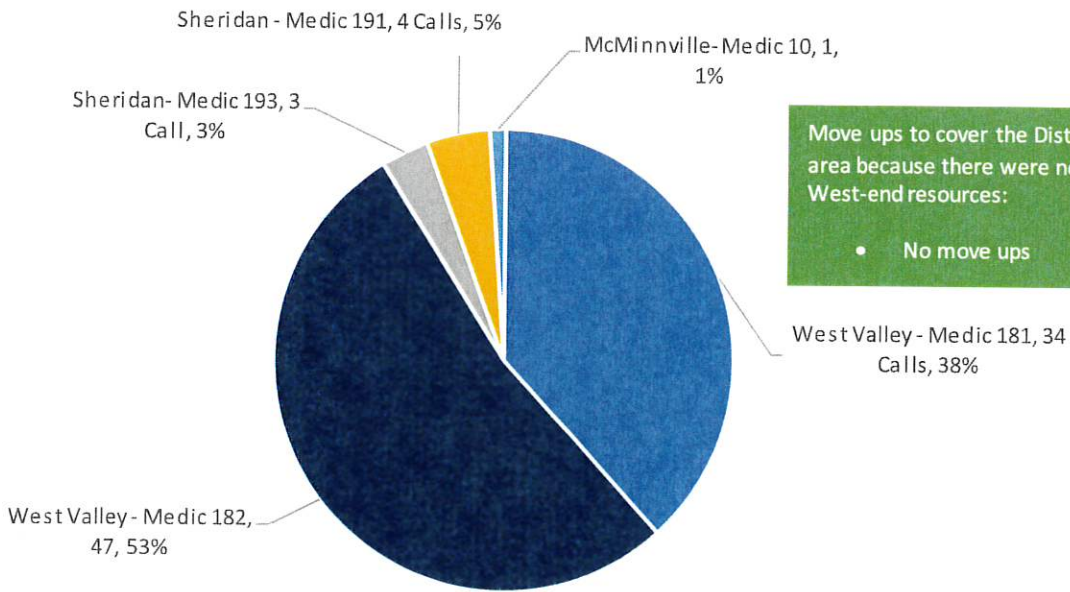
This call is not considered in the ASA compliance due to the location.

Actual compliance: 100%

Counts % Rows % Columns % All

	00:00 - 04:59	05:00 - 07:59	08:00 - 08:59	09:00 - 09:59	10:00 - 11:59	12:00 - 14:59	15:00 - 16:59	17:00 - 19:59	20:00 - 29:59	30:00 - 59:59	Total
M181	4	5	1		1	1					12
M182	3	5	1	2	1	1		1			14
Total	7	10	2	2	2	2		1			26

West Valley Fire District – All EMS Incidents



Move ups to cover the District response area because there were no available West-end resources:

- No move ups