

Memorandum of Agreement (MOA)
Between the
Salem Professional Fire Fighters, Local 314, IAFF
and the
City of Salem, Oregon (collectively, the Parties)

Authorization for Emergency Medical Service Providers to Provide Emergency Care While Off- Duty

The Salem Fire Foundation has offered to donate a limited number of automated external defibrillators (AEDs) to Salem Fire Department (SFD) to support certain additional medical services to the community.

SFD desires to allow its employees who are certified to provide medical care to keep an AED in their personal possession and voluntarily respond to calls for assistance to a cardiac event or other medical emergency. The parties enter into this Memorandum of Agreement memorializing and recognizing the ability of its employees who are licensed Emergency Medical Service (EMS) Providers (EMT Basics and Paramedics) to provide emergency care while off-duty as part of the verified responder program.

The Parties hereby agree as follow:

1. Off-Duty Verified Responders who are not on duty and are able to provide assistance (EMS Providers) have the ability but are not required to provide emergency medical care within and outside of SFD's jurisdiction.
2. Verified Responders under this MOU will, while performing off-duty emergency care are subject to the standards of conduct and liability exposure for government employees:
 - a. Workers' compensation and other insurance protections will be provided for the benefit of all of EMS Providers.
 - b. All benefits provided to SFD Employees under the Collective Bargaining Agreement between the IAFF Local 314, and the City will remain in effect while the EMS Provider is performing off-duty emergency care services that involved or appeared to call for the use of the AED.
 - c. All indemnity and defenses to which SFD Employees are entitled under the Oregon Tort Claims Act are in effect with respect to EMS Providers while providing care that involved or appeared to call for the use of the AED, to the extent permitted by law
3. All EMS Providers, while performing off-duty emergency care services that called for or appeared to call for the use of the AED will be compensated overtime in **in accordance with 15.2 (c) including the rank of Battalion Chief who will also receive a 2hr minimum**. The EMS Provider is responsible to submit the appropriate overtime form at their earliest convenience.

4. The EMS Provider will notify the On-Duty Battalion Chief or an On-Duty Supervisor as soon as practical after rendering off-duty assistance which called for or appeared to call for the use of the AED. The time to notify and discuss the incident is compensable.
5. SFD and The Pulse Point Foundation have agreed to utilize an additional aspect of the Pulse Point Application where individuals who are qualified will be identified as a Verified Responder in Pulse Point.
6. This agreement covers only Salem Fire Department EMS Providers that have been accepted as part of the Verified Responder Program.
7. Every EMS Provider who is part of the Verified Responder Program agrees to provide their First Name, Last Name, Employee Number, and Email Address so they can be invited to the program through the Pulse Point App on their phone or device.
8. To the extent AEDs are available, each EMS Provider that chooses to be part of the Verified Responder Program will be provided a donated AED. The batteries and patches will be replaced at no cost to the EMS Provider. The EMS Provider must return the AED to SFD if they separate from service with SFD. If the AED's are lost or stolen, the Verified Responder will not be held financially liable.
9. The Verified Responder Program trial and this MOA will be in effect until September 1, 2024, prior to that date the verified responder program will be re-evaluated and continuation of the program beyond that date shall be at the discretion of the City and mutually agreeable to IAFF Local 314.
10. This agreement shall not be considered to be precedent setting.

IN WITNESS WHEREOF the City and Union have caused these presents to be executed in their respective names by their duty authorized representatives as of this 19 day of August, 2022.

CITY OF SALEM, OREGON



Mike Niblock, Fire Chief, City of Salem



Krishna Namburi, HR Director, City of Salem

LOCAL NO 314, IAFF



Matthew Brozovich, President, IAFF Local 314



Nick Grice, Secretary / Treasurer, IAFF Local 314