



Clackamas Fire District #1

Work Session Briefing Packet

January 24, 2019



To safely protect and preserve life and property

CLACKAMAS FIRE DISTRICT #1

REVISED AGENDA
BOARD OF DIRECTORS' WORK SESSION
CLACKAMAS FIRE DISTRICT #1
Training Center
Thursday, January 24, 2019

Work Session – 5:30 pm

1. **CALL TO ORDER PER ORS 192.610 TO 192.710**
ORS 192.650 – The meeting is being recorded.
2. **Amended Supplemental Budget – Finance Director Day**
3. **Overview of FY 2019/2020 Budget Development – Verbal - Finance Director Day**
4. **Feasibility Study – RFP Proposals, Work Plan and Timeline – Chief Charlton**
5. **Amended IGA with Estacada Fire District #69 – Discussion – Chief Charlton / Staff**
6. **Overview of 2020 CFAI Accreditation Process – Verbal - DC Whiteley**
7. **Clackamas ASA Recommendations and Discussion – DC Conway**
8. **Civil Service Commission Vacancy Update – DC Whiteley**
9. **Discussion Regarding Administration Building Project – Chief Charlton / DC Whiteley / DC Gehrke**
10. **Public Comment** (*The President will call for statements from citizens regarding District business, not to exceed three minutes per person.*)
11. **Miscellaneous**
12. **Adjournment**

Memo

TO: Board of Directors
Fred Charlton, Fire Chief

FROM: Finance Director Christina Day

CC:

DATE: January 28, 2019

RE: Supplemental Budget Request

Action Requested

Staff requests approval of the FY2018-19 Supplemental Budget as presented in Resolution 19-01.

Background

The Fire District has experienced multiple impacts to the FY2018-19 Adopted Budget over the past year, and finds it necessary to submit a supplemental budget for consideration. This request is necessary to recognize unanticipated revenues and expenditures, and to make adjustments for budgetary compliance.

Known Facts

Budget Implications:

Below is a summary of the major impacts to each Fund over the past year that are included in the request:

General Fund:

- Transfer of funds from Contingency to salary and benefit line items with completion of labor negotiations = \$957,806
- Recognize higher expenditures for Conflagration deployments and offsetting reimbursement revenues = \$886,143
- Recognize grant revenues and increase expenditure appropriations = \$216,161
- Recognize receipt of Station 19 insurance reimbursement in FY19 rather than FY18 = \$45,000
- Allow for extension of the Estacada contract and simultaneous feasibility study = \$50,000
- Reduction in Conflagration reimbursement revenues planned for FY2018-19 but posted back to FY2017-18 during the annual audit = -\$305,000
- Transfer of Capital budgeted funds to Materials & Services to correct classification = \$38,000

Enterprise Fund

- Recognize grant for Winter Warming Drive = \$4,500 (Revised from \$3,500 presented at December meeting)

Capital Projects Fund

- Increase revenues for loan proceeds, and increase Capital Outlay appropriations for capital project expenses = \$10,000,000
- Increase debt service appropriations for loan payment to be paid in FY2018-19 = \$362,296
- Increase Materials & Services for costs related to obtaining loan = \$35,000 (Revised from \$24,500 presented at December meeting)

Capital Construction Fund

- Increase Beginning Fund Balance to reflect changes in prior-year spending levels = \$2,193,038
- Recognize Other Income from planned sale of bond-funded property = \$275,000
- Increase Capital Outlay to reflect complete expenditure of all available Bond funds = \$2,468,038

All Funds

- Adjust Beginning Fund Balance on all Special Revenue Funds to reflect audited amounts.

Please see the attached Resolution 19-01 for impacts by line item.

Recommendation

Staff recommends approval of the FY2018-19 Supplemental Budget as presented in Resolution 19-01 to recognize unanticipated revenues and expenditures.

Clackamas Fire District #1



CLACKAMAS FIRE DISTRICT #1 RESOLUTION #19-01 Adopting and Appropriating a Supplemental Budget for Fiscal 2018-2019

Whereas, Oregon Local Budget Law ORS 294 allows governing bodies of municipal corporations to prepare supplemental budgets to allow for expenditures necessitated by unforeseen circumstances; and

Whereas, the District had unanticipated costs related to Personnel Services and Materials and Services, including labor negotiations settlement and multiple conflagration deployments; and additional Capital Outlay for multiple projects; and

Whereas, the District has received additional revenues from loan proceeds, grant funding and reimbursement for conflagrations; and

Whereas, these changes necessitate a supplemental budget to authorize appropriations according to Oregon Budget Law; now therefore be it

Resolved, that the appropriations for the fiscal year beginning July 1, 2018, and for the purposes described are hereby adjusted as indicated in Attachment A.

Adopted this date, January 28, 2019.

President, Board of Directors

Secretary, Board of Directors

ATTACHMENT A:

Fiscal Year 2018-2019 Supplemental Budget

<u>General Fund</u>	Original <u>Budget</u>	December 2018 <u>Supplemental</u>	Adjusted <u>Budget</u>
Beginning Fund Balance	\$ 17,719,684	\$ (416,487)	\$ 17,303,197
Revenue:			
Property Taxes	52,910,709		52,910,709
Interest	275,000		275,000
Contract Income	312,638	50,000	362,638
Retiree Health Reimb	426,420		426,420
Grants	476,104	216,161	692,265
Ambulance Transport Revenue	525,000		525,000
ASA Plan Revenue	130,944		130,944
Medical Supply Reimb	70,000		70,000
Service Cost Recovery	80,000		80,000
Other Revenues	622,590	626,143	1,248,733
Transfers In	370,000		370,000
Total Revenues:	56,199,405	892,304	57,091,709
TOTAL RESOURCES	<u>73,919,089</u>	<u>475,817</u>	<u>74,394,906</u>
Expenditures:			
Personnel Services	47,683,641	1,958,609	49,642,250
Materials & Services	6,603,868	194,501	6,798,369
Capital Outlay	902,708	2,000	904,708
Contingency	3,226,451	(1,262,806)	1,963,645
Transfers	750,000	-	750,000
TOTAL APPROPRIATED REQUIREMENTS	<u>59,166,668</u>	<u>892,304</u>	<u>60,058,972</u>
Unappropriated End Fund Balance	14,752,421	(416,487)	14,335,934
TOTAL REQUIREMENTS	<u>73,919,089</u>	<u>475,817</u>	<u>74,394,906</u>

Description:

Adjust beginning fund balance to actual; recognize grant, contract and conflagration revenues and adjust expenditures; reflect increased personnel costs after labor negotiations.

Equipment Reserve Fund

	<u>Original Budget</u>	<u>December 2018 Supplemental</u>	<u>Adjusted Budget</u>
Beginning Fund Balance	\$ 486,641	\$ (27,602)	\$ 459,039
Revenue:			
Interest	5,000		5,000
Surplus Sales	20,000		20,000
Transfers In	250,000		250,000
Total Revenues:	275,000	-	275,000
TOTAL RESOURCES	761,641	(27,602)	734,039
Expenditures:			
Capital Outlay	570,500	(2,602)	567,898
Contingency	25,000	(25,000)	-
TOTAL APPROPRIATED REQUIREMENTS	595,500	(27,602)	567,898
Unappropriated End Fund Balance	166,141	-	166,141
TOTAL REQUIREMENTS	761,641	(27,602)	734,039

Description:

Adjust Beginning Fund Balance to audited amount and reduce appropriations.

<u>Capital Projects Fund</u>	<u>Original</u>	<u>December 2018</u>	<u>Adjusted</u>
	<u>Budget</u>	<u>Supplemental</u>	<u>Budget</u>
Beginning Fund Balance	\$ 3,514,800	\$ (123,162)	\$ 3,391,638
Revenue:			
Interest	14,000		14,000
Loan Proceeds	-	10,000,000	10,000,000
Transfers In	500,000		500,000
Total Revenues:	<u>514,000</u>	<u>10,000,000</u>	<u>10,514,000</u>
TOTAL RESOURCES	<u>4,028,800</u>	<u>9,876,838</u>	<u>13,905,638</u>
Expenditures:			
Materials & Services	0	35,000	35,000
Debt Service	0	362,296	362,296
Capital Outlay	3,921,516	9,479,542	13,401,058
Contingency	-		-
TOTAL APPROPRIATED REQUIREMENTS	<u>3,921,516</u>	<u>9,876,838</u>	<u>13,798,354</u>
Unappropriated End Fund Balance	107,284	-	107,284
TOTAL REQUIREMENTS	4,028,800	9,876,838	13,905,638

Description:

Appropriate proceeds from capital loan and adjust beginning fund balance to actual.

<u>Enterprise Fund</u>	<u>Original</u>	<u>December 2018</u>	<u>Adjusted</u>
	<u>Budget</u>	<u>Supplemental</u>	<u>Budget</u>
Beginning Fund Balance	\$ 17,986	\$ 4,932	\$ 22,918
Revenue:			
Interest	200		200
Other Income	5,000	4,500	9,500
Total Revenues:	5,200	4,500	9,700
TOTAL RESOURCES	23,186	9,432	32,618
Expenditures:			
Materials & Services	12,000	9,432	21,432
Transfers to Other Funds	5,000		5,000
TOTAL APPROPRIATED REQUIREMENTS	17,000	9,432	26,432
Unappropriated End Fund Balance	6,186		6,186
TOTAL REQUIREMENTS	23,186	9,432	32,618

Description:

Adjust Beginning Fund Balance to audited amount and increase appropriations.

<u>Debt Service Fund</u>	<u>Original</u>	<u>December 2018</u>	<u>Adjusted</u>
	<u>Budget</u>	<u>Supplemental</u>	<u>Budget</u>
Beginning Fund Balance	\$ 216,872	\$ (163,021)	\$ 53,851
Revenue:			
Interest	2,500		2,500
Current Year Taxes	1,967,928		
Prior Year Taxes	30,000		
Other Income	-		-
Total Revenues:	<u>2,000,428</u>	-	<u>2,500</u>
TOTAL RESOURCES	<u>2,217,300</u>	(163,021)	<u>56,351</u>
Expenditures:			
Debt Service Principal	920,000		920,000
Debt Service Interest	1,049,000		1,049,000
TOTAL APPROPRIATED REQUIREMENTS	<u>1,969,000</u>	-	<u>1,969,000</u>
Unappropriated End Fund Balance	248,300	(163,021)	(1,912,649)
TOTAL REQUIREMENTS	2,217,300	(163,021)	56,351

Description:

Adjust Beginning Fund Balance to audited amount.

<u>Capital Construction Fund</u>	<u>Original</u>	<u>December 2018</u>	<u>Adjusted</u>
	<u>Budget</u>	<u>Supplemental</u>	<u>Budget</u>
Beginning Fund Balance	\$ 3,552,548	\$ 2,193,038	\$ 5,745,586
Revenue:			
Interest	100,000		100,000
Other Income	-	275,000	275,000
Total Revenues:	100,000	275,000	375,000
TOTAL RESOURCES	3,652,548	2,468,038	6,120,586
Expenditures:			
Capital Outlay - Facilities Improvements	3,652,548	2,468,038	6,120,586
TOTAL APPROPRIATED REQUIREMENTS	3,652,548	2,468,038	6,120,586
Unappropriated End Fund Balance	-	-	-
TOTAL REQUIREMENTS	3,652,548	2,468,038	6,120,586

Description:

Adjust Beginning Fund Balance to audited amount and reflect sale of property purchased with Bond funds.

<u>PERS Reserve Fund</u>	<u>Original</u>	<u>December 2018</u>	<u>Adjusted</u>
	<u>Budget</u>	<u>Supplemental</u>	<u>Budget</u>
Beginning Fund Balance	\$ 1,047,008	\$ 1,476	\$ 1,048,484
Revenue:			
Interest	7,000		7,000
Transfers In	-		-
Total Revenues:	<u>7,000</u>	<u>-</u>	<u>7,000</u>
TOTAL RESOURCES	<u>1,054,008</u>	<u>1,476</u>	<u>1,055,484</u>
Expenditures:			
Transfer to Other Funds	<u>365,000</u>	<u>-</u>	<u>365,000</u>
TOTAL APPROPRIATED REQUIREMENTS	<u>365,000</u>	<u>-</u>	<u>365,000</u>
Unappropriated End Fund Balance	689,008	1,476	690,484
TOTAL REQUIREMENTS	1,054,008	1,476	1,055,484

Description:

Adjust Beginning Fund Balance to audited amount.

Clackamas Fire District #1

Memo

To: Board of Directors
From: Chief Charlton
Date: January 24, 2019
Re: Clackamas Fire District #1 – Estacada Fire District #69 Feasibility Study

Clackamas Fire District #1 (CFD1) and Estacada Fire District #69 (EFD69) recently solicited proposers to complete a Feasibility Study through a Request for Proposal (RFP) process. A list of four consulting firms were sent the approved Scope of Work and those firms included Prothman, ESCI, Matrix and CityGate Associates. Scoring criteria was developed by legal counsel and included nine areas to evaluate worth a total of 100-points. The deadline for proposals to be received was Wednesday, January 9, 2019 at 5:00 pm. Two of the four firms submitted complete proposals on time.

A committee of five employees from CFD1 and EFD69 scored the proposals independent of one another and those results were discussed with the Interagency Committee on Thursday, January 10, 2019. Based on a thorough review and scoring of the two proposals and input from the Interagency Committee, it is recommended that ESCI be hired to complete the 2019 Clackamas Fire – Estacada Fire Feasibility Study.

The cost of the study is not to exceed \$51,148 and each agency will fund 50% of the cost.

On Thursday, January 17, 2019, the Estacada Fire Board of Directors approved entering into a contract with ESCI for a full Feasibility Study contingent upon approval of the Clackamas Fire Board.

Clackamas Fire District #1

Memo

To: Board of Directors
From: Chief Charlton
Date: January 24, 2019
Re: Amended Intergovernmental Agreement (IGA) with Estacada Fire District #69

The current Intergovernmental Agreement (IGA) with Estacada Fire District #69 will terminate on January 31, 2019. In September 2018, Estacada Fire asked for a meeting of the Interagency Committee and requested an extension of the current IGA through 2019 or into 2020 as they focus on an internal study and begin a 5-year goal setting process. The Interagency Committee has met several times to discuss the request as have staff from both agencies. Through numerous meetings and the commitment of Estacada Fire to engage in a full Feasibility Study, it was determined that Estacada Fire is requesting an amended IGA from February 1, 2019 through September 30, 2019. This timeframe allows for a Feasibility Study to be completed and Estacada Fires' ability to budget for and afford the services.

Attached you will find a draft IGA with track changes and a draft IGA as a clean copy. A few highlights include the following:

The term of the amended IGA will be February 1, 2019 to September 30, 2019 with a cost increase July 1, 2019.

A number of previous services have either been removed or modified to include:

- Fire Investigation services will be provided on an as needed basis and billed hour for hour. The cost of these services have been removed from the monthly fee and will be invoiced separately – Appendix A.
- Estacada Fire will complete their own Company Performance Evaluations - Appendix B.
- Instruction of the Volunteer Academy has been removed due to the new termination date of September 30, 2019 and the needs of Clackamas Fire – Appendix B.
- Command and Control has been changed to Enhanced Services to better reflect the emergency response apparatus that respond between both Fire Districts. Estacada Fire will be responsible to provide Chief Officer coverage within their own Fire District as well as respond to the Logan and Highland communities as needed. Clackamas Fire will provide back-up Chief Officer coverage as needed. The use of Automatic Vehicle Location (AVL) between both Fire Districts will help better coordinate responses – Appendix C.

- Estacada Fire will be able to access Logistics for purchasing, but Clackamas Fire will not provide delivery services – Appendix C.
- The monthly cost from February 1, 2019 to June 30, 2019 will be \$15,709.54.
- The monthly cost from July 1, 2019 to September 30, 2019 will be \$15,843.64.
- The additional IGA revenue for FY 18/19 will be \$78,547.70 (the cost may exceed that based on the hours of Fire Investigation services requested by Estacada Fire). The IGA revenue for FY 19/20 will be \$47,530.92

Staff from both Clackamas Fire and Estacada Fire worked collaboratively to amend the current IGA in an effort to best meet the needs of both Fire Districts.

On January 17, 2019, the Estacada Fire Board of Directors approved the amended IGA contingent upon the approval of the Clackamas Fire Board on January 28, 2019.

INTERGOVERNMENTAL AGREEMENT FOR FIRE DISTRICT SERVICES

RECITALS

Clackamas Fire District #1 (“Clackamas”) and Estacada Fire District (“Estacada”) are rural fire protection districts formed under the authority of the Oregon Revised Statutes (ORS), Chapter 478.

- A. Clackamas and Estacada provide fire, rescue and emergency services within their respective jurisdictions.
- B. Clackamas and Estacada desire to provide the most expedient and affordable service to their respective communities, to further economy and efficiency in local government and intergovernmental cooperation, and to minimize unnecessary and costly duplication of services, by combining and coordinating their resources.
- C. Clackamas maintains and operates fire prevention services for itself, and Estacada desires to obtain such services from Clackamas.
- D. Clackamas and Estacada desire to enhance services in the Estacada and Eagle Creek service areas by adding staffing to the Eagle Creek Fire Station through shared funding, and leveraging Clackamas resources for significant incidents in both districts.
- E. Clackamas and Estacada both maintain separate water tender and rehab volunteer forces and desire to operationally integrate those forces for greater coverage for both agencies.
- F. Clackamas maintains and operates training services for itself and other agencies, and Estacada desires to obtain such services from Clackamas.
- G. Clackamas maintains a Logistics Division and Estacada desires to obtain such services on a limited basis from Clackamas.
- H. This Intergovernmental Agreement (the “Agreement”) is entered into under the authority granted to the parties by ORS 190.010, which authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agencies, have authority to perform.

AGREEMENT

- 1. **Effective Date, Term, Renewal Term.** Clackamas agrees to provide to Estacada and Estacada agrees to purchase the Services listed in the Scope of Services section below at the prices listed in the Appendices.
 - a. **Term and Renewal Term.** If signed by both parties, the term of this Agreement shall be from February 1, 2019 until September 30, 2019.
- 2. **Scope of Services.** The Parties agree that the Scope of Services shall be provided by Clackamas as listed in this Scope of Services Section and the attached Appendices, which are incorporated into this Agreement by this reference. Other appendices may be added by written agreement of the parties in the future if additional services are requested and agreed upon.
 - a. Fire Prevention Services as further described in Appendix “A”
 - b. Training Services as further described in Appendix “B”
 - c. Enhanced Services as further described in Appendix “C”
- 3. **Performance Measures.** Both Parties will keep their respective Board of Directors informed of performance issues related to these collaborative efforts. For issues arising from this agreement, refer to Section 15: Dispute Resolution Process.
- 4. **Compensation.**
 - a. Clackamas agrees to provide monthly invoices to Estacada and Estacada agrees to pay Clackamas the invoiced amounts, which shall reflect the cost of Services as described in the appendices. Invoices will be provided monthly on or before the first of each month, and payment is due within 30 days of the date of invoice. Invoicing may be by electronic means.

- b. Amounts invoiced shall include all Services as provided in the Scope of Services section. In the event Estacada requests and Clackamas agrees to provide Services beyond the Scope of Work, Clackamas may charge additional amounts to the monthly invoice. The Parties shall agree in writing to the rate for such additional Services in advance.
- 5. The compensation and Scope of Services is based upon the current number and configuration of Services, as identified in Appendices "A," "B," and "C." In the event of a change in Services requested, both Parties shall meet to discuss these changes and different compensation. Other appendices shall be added if additional services are requested and agreed upon by the parties.
- 6. Integration of Services. Clackamas agrees to provide the Services as a fully integrated operation of Clackamas Fire Prevention Services, Training Services, and Emergency Services. Services will be provided in the same manner and quality as Clackamas provides such services to its own service area. The parties agree to work together in good faith to develop protocols as necessary to effect the integration of the services provided.
- 7. Feasibility Study. Both agencies agree to perform a feasibility study to assist with determining the future of service delivery between both agencies.
- 8. Capacity to Perform Within Scope of Work. Clackamas will assign priority for Services taking into consideration both Parties' environment, timelines, and needs, as well as Clackamas' obligations under Section 2, Scope of Services, and Clackamas's own policies and procedures, as they may be changed from time to time. The Parties will discuss timelines prior to initiating Services under this Agreement.
- 9. Termination.
 - a. This Agreement may be terminated by either party, with or without cause, by giving ninety (90) days written notice to the other party. In such cases, the Parties will work in good faith to effect a transition of the services to the other service provider chosen by Estacada.
 - b. Clackamas may terminate upon 30 days' notice for failure of Estacada to pay any sums when due.
 - c. Estacada may terminate upon 30 days' notice for failure of Clackamas to perform services.
 - d. Clackamas and Estacada may terminate this Agreement immediately or at a date to be determined if both parties mutually agree to terminate the IGA.
- 10. Liability; Indemnity.
 - a. Each party shall be responsible for the acts of their respective employees, officers, and agents under this Agreement. No party, nor any elected and appointed official, officer, board member, employee, volunteer, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions, failure to act, or willful misconduct of the other party, their officers, board members, employees, volunteers or agents, in connection with this Agreement or arising out of any work performed under this Agreement.
 - b. To the extent limited by Oregon Law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), Clackamas and Estacada each agree to defend and indemnify each other against any third party liabilities, causes of action, damages, or costs for injury or damage to life or property related to this Agreement or arising from actions or failures to act under this Agreement. However, neither Party shall be required to defend or indemnify the other Party for the malfeasance or willful misconduct of the other Party or the other Party's employees or agents. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.
- 11. Insurance.
 - a. Each party shall maintain comprehensive general liability insurance or sufficient self-insurance reserves to cover all risks of damage or loss in the form of personal injury, bodily injury, or property damage for which either party may be liable for its acts or omissions done in the course and scope of its business, in the minimum amounts for which public entities are liable under Oregon Revised Statutes as those statutes now exist or may be amended.

- b. Neither party shall be liable to the other for any loss or damage to their facilities, equipment or other property arising from any cause for which it could have insured against under the parties normal policies, such as fire. Each party, on behalf of its insurer, waives any right of subrogation that it might have against the other party.
 - c. Clackamas reserves the right to require additional insurance coverage, limits, and terms. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Clackamas, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Clackamas may have other valid and collectible insurance covering the same risk.
12. Personnel/Workers Compensation. Employees or volunteers of each party shall remain employee/volunteer of that party, and are subject to the personnel policies, rules, and regulations solely of that party. Each party to this Agreement agrees to provide worker's compensation insurance coverage to its employees and volunteers. Each Party shall supervise their individual employees while working under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws
13. Waiver. The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.
14. Force Majeure. No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war, labor shortages, or other conditions beyond the Parties' reasonable control.
15. Dispute Resolution Process. In the event there are disputes or claims related to or arising under this Agreement, the following dispute resolution process will be followed. Unresolved disputes within specific service areas "a", "b", "c" and "d" will move to section "e" and proceed as necessary. It is the intent of the parties to solve the disputes and claims at the lowest level possible, and the issues and resolutions will be documented by mutually agreeable memorandum, if applicable.
- a. Consideration and resolution by and between the Clackamas Fire Business Services Deputy Chief and the Estacada Fire Prevention Liaison regarding Appendix A.
 - b. Consideration and resolution by and between the Clackamas Emergency Services Deputy Chief and the Estacada Training Liaison regarding Appendix B.
 - c. Consideration and resolution by and between the Clackamas Operations Division Chief and the Estacada Interim Fire Chief regarding Appendix C.
 - d. Consideration and resolution by and between the Clackamas Fire Chief and the Estacada Interim Fire Chief
 - e. In the event the disputes or claims cannot be resolved under the above process, the dispute or claim shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland, and shall be conducted in Clackamas County, Oregon, unless otherwise agreed by the parties.
 - f. In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party.
 - g. The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.
16. Notices. All notices under this Agreement shall be deemed to be given when delivered personally to the person designated below or when three (3) day have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail, or by electronic means, to the party to which the Notice is being given, as follows:

Estacada Rural Fire District #69

Interim Fire Chief
261 SE 5th Avenue
Estacada, OR 97023

Clackamas Fire District #1

Fire Chief
11300 SE Fuller Road
Milwaukie, OR 97222

17. Amendment. This Agreement may only be amended in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as dated below.

Estacada Rural Fire District #69

Clackamas Fire District #1

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

Fire Prevention Services – Scope of Work

Clackamas will provide the Fire Prevention Division Chief as the liaison to Estacada and Estacada will provide a liaison to Clackamas to address Fire Prevention Services –Clackamas will provide the below Fire Prevention Services:

1. Administration
 - a. Clackamas will be performing administrative oversight of the Fire Prevention Programs including the below details.
2. Enforcement
 - a. Clackamas will provide fire inspection services for all commercial occupancies identified by Estacada that are permitted to be inspected as per ORS 476 and 478.
 - b. Clackamas will assign an inspection frequency that is consistent with the current priority rating used by Clackamas.
3. Engineering
 - a. Clackamas will conduct fire apparatus access and water supply plan reviews as permitted per ORS 476 and 478.
 - b. Clackamas will be available for consultation with the building departments (contract and County) for fire and life safety system and building exiting system review.
 - c. It is understood that the building departments will remain the permitting authority for all permit activities and building that occurs and that all correspondence for new construction will primarily come from the building departments.
4. Fire Investigation
 - a. Clackamas will provide access to on-call fire investigator personnel for fires that meet the established Clackamas SOP call out criteria.
 - b. Clackamas will provide a supplemental fire report for each fire that Clackamas investigates.
5. Public Education
 - a. Upon request, Clackamas will be available for requested public appearances.
 - b. Upon request, Clackamas will assist in coordinating engine company appearances with Estacada.
6. Data Collection, Entry, and Reports
 - a. Clackamas will collect inspection data and enter it into Clackamas Fire's records management system.
 - b. Clackamas will provide a monthly Board of Directors report no later than the second Tuesday of each month.
7. Public Inquiries and Requests
 - a. All public inquiries that fall within the scope of this contract will be routed/directed to Clackamas for an appropriate response unless otherwise noted by the Parties.
 - b. Public records requests will follow Clackamas SOPs.
 - c. Data requests can come from Estacada Chief Officers whenever information is needed regarding Fire Prevention services. Data requests are included in the scope of this contact and will be completed within three (3) business days unless otherwise specified. Requests are to be sent directly to the records management Administrative Technician and the Fire Prevention Liaison Chief.
8. Compensation
 - a. Estacada will pay Clackamas \$6,739.80 per month for Fire Prevention Services as listed in this Appendix A provided between February 1, 2019 and June 30, 2019.
Clackamas will bill Estacada at an hourly rate for fire investigation activities. The hourly rates billed will be at the rate of the fire investigator(s) pay for regular and overtime hours. Billed activities will include all aspects of a fire investigation.
 - b. Estacada will pay Clackamas \$6,807.19 per month for Fire Prevention Services as listed in this Appendix A provided between July 1, 2019 and September 30, 2019.
Clackamas will bill Estacada at an hourly rate for fire investigation activities. The hourly rates billed will be at the rate of the fire investigator(s) pay for regular and overtime hours. Billed activities will include all aspects of a fire investigation.

APPENDIX B

Training Services – Scope of Work

Clackamas will provide a liaison to Estacada and Estacada will provide a liaison to Clackamas.

Quarterly Training FIRE/EMS

1. Target Solutions Assignments (Company level training)
 - a. Offered up monthly, amount determined by District need.

2. Webinars:
 - a. Offered up monthly determined by District need.
 - b. Duration: No more than two hours in length (typically 45 minutes)

3. Battalion Drills:
 - a. Offered Quarterly for 3 shifts or 12 sessions/year
 - b. 2 Hours in Duration

4. Down and Dirty Exercises: Offered Quarterly for 3 Shifts or 12 times / year
 - a. 2 Hours in Duration

5. Volunteer training
 - a. Eight drills per month.

6. Target Solutions
 - a. Records management and online training (beginning January 1, 2017)
 - b. Licenses are budgeted at 48 positions. Any increase or decrease in this number will result in an adjustment in the overall cost at the end of the calendar year.

7. One move up Company will serve Estacada's jurisdiction while Estacada staff attends training.
 - a. One ALS engine company to Estacada for district coverage.
 - b. Scheduled by Training as required for Battalion Drills, MAT, and Down and Dirty Drills.

8. Exceptions
 - a. Certification and re-certification submission will be done by Estacada. Clackamas will maintain training and certification records.
 - b. Estacada to fund all schools and conferences for their staff and volunteers through the Estacada budget.

9. Compensation
 - a. Estacada will pay Clackamas \$2,889.84 monthly for the Training Services provided in this Appendix B for the time period February 1, 2019 through June 30, 2019. Between July 1, 2019 and September 30, 2019 the rate will be 2,918.74 .

APPENDIX C

Enhanced Services – Scope of Work

Clackamas will provide a liaison to Estacada and Estacada will provide a liaison to Clackamas. Clackamas will provide to Estacada the below services:

1. Operations:
 - a. Clackamas and Estacada agree to enhance services in both agencies by staffing the Eagle Creek Fire Station 40 hours a week, thereby increasing the level of service by provide an Advanced Life Support (ALS) Engine Company in the Eagle Creek area which is the closest “second due” unit to Estacada.
 - b. Clackamas agrees to provide an Officer, an Apparatus Operator, and a Firefighter, one of whom will be a Paramedic, to Fire Station 18 40 hours a week. Clackamas agrees to assist Estacada with multiple units as required to ensure an effective response force to fires, motor vehicle accidents, hazardous materials incidents, and technical rescues. Costs are detailed in “Compensation” below.
 - c. Clackamas and Estacada agree that Engine 318 may be used to “move up” to cover both Estacada and Clackamas Fire Stations during drills and/or emergency incidents.
 - d. Clackamas and Estacada will provide 24/7 ALS staffing on first out units and will respond to calls with the appropriate resources as identified via AVL regardless of their respective district boundaries.
 - e. Estacada and Clackamas agree to respond with water tender operators and rehab volunteers through a joint operational plan.
 - f. Estacada and Clackamas agree to indemnify each other per the terms of this agreement and the agency’s respective insurance carriers.
2. Logistics: Clackamas agrees to provide logistics purchasing to Estacada as follows:
 - a. Estacada agrees to purchase only items that Clackamas normally purchases.
 - b. Clackamas agrees to provide this service at no markup to Estacada.
3. Compensation:
 - a. Estacada will pay Clackamas \$6,079.90 per month as defined in Appendix C between February 1, 2019 and June 30, 2019. Between July 1, 2019 and September 30, 2019, Estacada will pay Clackamas \$6,117.71 per month.

INTERGOVERNMENTAL AGREEMENT FOR FIRE DISTRICT SERVICES

RECITALS

Clackamas Fire District #1 (“Clackamas”) and Estacada Fire District (“Estacada”) are rural fire protection districts formed under the authority of the Oregon Revised Statutes (ORS), Chapter 478.

- A. Clackamas and Estacada provide fire, rescue and emergency services within their respective jurisdictions.
- B. Clackamas and Estacada desire to provide the most expedient and affordable service to their respective communities, to further economy and efficiency in local government and intergovernmental cooperation, and to minimize unnecessary and costly duplication of services, by combining and coordinating their resources.
- C. Clackamas maintains and operates fire prevention services for itself, and Estacada desires to obtain such services from Clackamas.

~~D. Clackamas maintains command and control through Shift Battalion Chiefs and Estacada maintains command and control through Staff Chiefs, and Estacada desires to obtain such services from Clackamas during nights, holidays and weekends outside regular staff hours. Clackamas and Estacada desire to enter into a joint command and control plan in identified areas of their respective agencies.~~

~~E.D.~~ Clackamas and Estacada desire to ~~enhance/increase~~ services in the Estacada and Eagle Creek service areas by adding jointly staffing to the Eagle Creek Fire Station through shared funding, and leveraging Clackamas resources for significant incidents in both districts.

~~F.E.~~ Clackamas and Estacada both maintain separate water tender and rehab volunteer forces and desire to operationally integrate those forces for greater coverage for both agencies.

~~G.F.~~ Clackamas maintains and operates training services for itself and other agencies, and Estacada desires to obtain such services from Clackamas.

~~H.G.~~ Clackamas maintains a Logistics Division and Estacada desires to obtain such services on a limited basis from Clackamas.

~~I.H.~~ This Intergovernmental Agreement (the “Agreement”) is entered into under the authority granted to the parties by ORS 190.010, which authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agencies, have authority to perform.

AGREEMENT

1. Effective Date, Term, Renewal Term. Clackamas agrees to provide to Estacada and Estacada agrees to purchase the Services listed in the Scope of Services section below at the prices listed in the Appendices.
 - a. Term and Renewal Term. If signed by both parties ~~prior to July 1, 2016~~, the term of this Agreement shall be from ~~February 1, 2019 until September 30, 2019~~ July 1, 2018 until June 30, 2019. This agreement may be renewed for up to five (5) additional one (1) year renewal terms unless either Party has provided at least nine (9) months written notice of its intent not to renew. Upon notice of an intent not to renew, both Parties will work in good faith to assist with an effective transition of services.
2. Scope of Services. The Parties agree that the Scope of Services shall be provided by Clackamas as listed in this Scope of Services Section and the attached Appendices, which are incorporated into this Agreement by this reference. Other appendices may be added by written agreement of the parties in the future if additional services are requested and agreed upon.
 - a. Fire Prevention Services as further described in Appendix “A”
 - b. Training Services as further described in Appendix “B”
 - c. Enhanced Services ~~Command and Control, Operations, Logistics~~ as further described in Appendix “C”

3. Performance Measures. Both Parties will keep their respective Board of Directors informed of performance issues related to these collaborative efforts. For issues arising from this agreement, refer to Section 15: Dispute Resolution Process.
4. Compensation.
 - a. Clackamas agrees to provide monthly invoices to Estacada and Estacada agrees to pay Clackamas the invoiced amounts, which shall reflect the cost of Services as described in the appendices. Invoices will be provided monthly on or before the first of each month, and payment is due within 30 days of the date of invoice. Invoicing may be by electronic means.
 - ~~b. After July 1, 2017, Clackamas will invoice Estacada at a rate which Clackamas, in consultation with Estacada, shall establish and publish by March 1 of each year for implementation on July 1 of the that year.~~
 - ~~e-b.~~ Amounts invoiced shall include all Services as provided in the Scope of Services section. In the event Estacada requests and Clackamas agrees to provide Services beyond the Scope of Work, Clackamas may charge additional amounts to the monthly invoice. The Parties shall agree in writing to the rate for such additional Services in advance.
5. The compensation and Scope of Services is based upon the current number and configuration of Services, as identified in Appendices "A," "B," and "C." In the event of a change in Services requested, both Parties shall meet to discuss these changes and different compensation. Other appendices shall be added if additional services are requested and agreed upon by the parties.
6. Integration of Services. Clackamas agrees to provide the Services as a fully integrated operation of Clackamas Fire Prevention Services, Training Services, ~~and Emergency Services, and Logistics Services.~~ Services will be provided in the same manner and quality as Clackamas provides such services to its own service area. The parties agree to work together in good faith to develop protocols as necessary to effect the integration of the services provided.
7. Feasibility Study. Both agencies agree to perform a feasibility study to assist with determining the future of service delivery between both agencies. ~~The study is to be performed by an agreed upon third party provider. Both agencies agree to mutually determine the scope for a feasibility study with the entire study to be completed by December 31, 2018.~~
8. Capacity to Perform Within Scope of Work. Clackamas will assign priority for Services taking into consideration both Parties' environment, timelines, and needs, as well as Clackamas' obligations under Section 2, Scope of Services, and Clackamas's own policies and procedures, as they may be changed from time to time. The Parties will discuss timelines prior to initiating Services under this Agreement.
9. Termination.
 - a. This Agreement may be terminated by either party, with or without cause, by giving ~~ninety (90) sixty (60) days~~^{nine (9) months} written notice to the other party. In such cases, the Parties will work in good faith to effect a transition of the services to the other service provider chosen by Estacada.
 - b. Clackamas may terminate upon 30 days' notice for failure of Estacada to pay any sums when due.
 - c. Estacada may terminate upon 30 days' notice for failure of Clackamas to perform services.
 - d. Clackamas and Estacada may terminate this Agreement immediately or at a date to be determined if both parties mutually agree to terminate the IGA.
10. Liability; Indemnity.
 - a. Each party shall be responsible for the acts of their respective employees, officers, and agents under this Agreement. No party, nor any elected and appointed official, officer, board member, employee, volunteer, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions, failure to act, or willful misconduct of the other party, their officers, board members, employees, volunteers or agents, in connection with this Agreement or arising out of any work performed under this Agreement.
 - b. To the extent limited by Oregon Law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), Clackamas and Estacada each agree to defend and indemnify each other against any third party liabilities, causes of action, damages, or costs for injury or damage to life or property related to this Agreement or arising from actions or failures to act under this Agreement. However, neither Party shall be required to

defend or indemnify the other Party for the malfeasance or willful misconduct of the other Party or the other Party's employees or agents. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

11. Insurance.

- a. Each party shall maintain comprehensive general liability insurance or sufficient self-insurance reserves to cover all risks of damage or loss in the form of personal injury, bodily injury, or property damage for which either party may be liable for its acts or omissions done in the course and scope of its business, in the minimum amounts for which public entities are liable under Oregon Revised Statutes as those statutes now exist or may be amended.
- b. Neither party shall be liable to the other for any loss or damage to their facilities, equipment or other property arising from any cause for which it could have insured against under the parties normal policies, such as fire. Each party, on behalf of its insurer, waives any right of subrogation that it might have against the other party.
- c. Clackamas reserves the right to require additional insurance coverage, limits, and terms. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Clackamas, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Clackamas may have other valid and collectible insurance covering the same risk.

12. Personnel/Workers Compensation. Employees or volunteers of each party shall remain employee/volunteer of that party, and are subject to the personnel policies, rules, and regulations solely of that party. Each party to this Agreement agrees to provide worker's compensation insurance coverage to its employees and volunteers. Each Party shall supervise their individual employees while working under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws

13. Waiver. The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

14. Force Majeure. No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war, labor shortages, or other conditions beyond the Parties' reasonable control.

15. Dispute Resolution Process. In the event there are disputes or claims related to or arising under this Agreement, the following dispute resolution process will be followed. Unresolved disputes within specific service areas "a", "b", "c" and "d" will move to section "e" and proceed as necessary. It is the intent of the parties to solve the disputes and claims at the lowest level possible, and the issues and resolutions will be documented by mutually agreeable memorandum, if applicable.

- a. Consideration and resolution by and between the Clackamas Fire Business Services Deputy Chief and the Estacada Fire Prevention Liaison regarding Appendix A.
- b. Consideration and resolution by and between the Clackamas Fire Emergency Services Deputy Training, Safety and Wellness Division Chief and the Estacada Training Liaison regarding Appendix B.
- c. Consideration and resolution by and between the Clackamas Operations Division Chief and the Estacada Interim Fire Operations Division Chief regarding Appendix C.
- d. Consideration and resolution by and between the Clackamas Fire Chief and the Estacada Interim Fire Chief ~~Fire Chief.~~
- e. In the event the disputes or claims cannot be resolved under the above process, the dispute or claim shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland, and shall be conducted in Clackamas County, Oregon, unless otherwise agreed by the parties.
- f. In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party.

g. The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.

16. Notices. All notices under this Agreement shall be deemed to be given when delivered personally to the person designated below or when three (3) day have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail, or by electronic means, to the party to which the Notice is being given, as follows:

Estacada Rural Fire District #69

Interim Fire Chief
261 SE 5th Avenue
Estacada, OR 97023

Clackamas Fire District #1

_____ Fire Chief
11300 SE Fuller Road
Milwaukie, OR 97222

17. Amendment. This Agreement may only be amended in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as dated below.

Estacada Rural Fire District #69

By: _____

Title: _____

Date: _____

Clackamas Fire District #1

By: _____

Title: _____

Date: _____

APPENDIX A

Fire Prevention Services – Scope of Work

Clackamas will provide the Fire Prevention Division Chief as the liaison to Estacada and Estacada will provide a liaison to Clackamas to address Fire Prevention Services –Clackamas will provide the below Fire Prevention Services:

1. Administration
 - a. Clackamas will be performing administrative oversight of the Fire Prevention Programs including the below details.
2. Enforcement
 - a. Clackamas will provide fire inspection services for all commercial occupancies identified by Estacada that are permitted to be inspected as per ORS 476 and 478.
 - b. Clackamas will ~~evaluate existing occupancies and~~ assign an inspection frequency that is consistent with the current priority rating used by Clackamas.
 - ~~e. Re-inspections will only be conducted by Clackamas on occupancies with significant code violations.~~
3. Engineering
 - a. Clackamas will conduct fire apparatus access and water supply plan reviews as permitted per ORS 476 and 478.
 - b. Clackamas will be available for consultation with the building departments (contract and County) for fire and life safety system and building exiting system review.
 - c. It is understood that the building departments will remain the permitting authority for all permit activities and building that occurs and that all correspondence for new construction will primarily come from the building departments.
4. Fire Investigation
 - a. Clackamas will provide access to on-call fire investigator personnel for fires that meet the established Clackamas SOP call out criteria.
 - b. Clackamas will provide a supplemental fire report for each fire that Clackamas investigates.
5. Public Education
 - a. Upon request, Clackamas will be available for requested public appearances.
 - b. Upon request, Clackamas will assist in coordinating engine company appearances with Estacada, as currently done in Clackamas.
6. Data Collection, Entry, and Reports
 - a. Clackamas will collect inspection data and enter it into Clackamas Fire's records management system.
 - b. Clackamas will provide a monthly Board of Directors report no later than the second Tuesday of each month.
7. Public Inquiries and Requests
 - a. All public inquiries that fall within the scope of this contract will be routed/directed to Clackamas for an appropriate response unless otherwise noted by the Parties.
 - b. Public records requests will follow Clackamas SOPs.
 - c. Data requests can come from Estacada Chief Officers whenever information is needed regarding Fire Prevention services. Data requests are included in the scope of this contact and will be completed within three (3) business days unless otherwise specified. Requests are to be sent directly to the records management Administrative Technician and the Fire Prevention Liaison Chief.
- ~~8. Other~~
 - ~~a. All other Fire Prevention related duties, including to include, but not limited to: juvenile fire setter intervention, fire code committee representations, self inspection program.~~
- ~~9. Exemptions~~

- a. ~~This Agreement does not include full Public Information Officer Services, Open Burning Enforcement, Firework Ordinance enforcement, Cost Recovery Actions, or purchasing of public education materials.~~

10.8 Compensation

- a. Estacada will pay Clackamas ~~\$95,790~~\$6,739.80 per month for ~~the~~ Fire Prevention Services as listed in this Appendix A provided between ~~July~~February 1, 2018 and June 30, 2019.

Clackamas will bill Estacada at an hourly rate for fire investigation activities. The hourly rates billed will be at the rate of the fire investigator(s) pay for regular and overtime hours. Billed activities will include all aspects of a fire investigation.

- a-b. Estacada will pay Clackamas \$6,807.19 per month ~~(\$81,686.32 annually)~~ for Fire Prevention Services as listed in this Appendix A provided between July 1, 2019 and September ~~30~~1, 2019.

Clackamas will bill Estacada at an hourly rate for fire investigation activities. The hourly rates billed will be at the rate of the fire investigator(s) pay for regular and overtime hours. Billed activities will include all aspects of a fire investigation.

APPENDIX B

Training Services – Scope of Work

Clackamas will provide a liaison to Estacada and Estacada will provide a liaison to Clackamas.

Quarterly Training FIRE/EMS

1. Target Solutions Assignments (Company level training)
 - a. Offered up monthly, amount determined by District need.

2. Webinars:
 - a. Offered up monthly determined by District need.
 - b. Duration: No more than two hours in length (typically 45 minutes)

3. Battalion Drills:
 - a. Offered Quarterly for 3 shifts or 12 sessions/year
2 Hours in Duration

4. Down and Dirty Exercises/Company Evaluations: Offered Quarterly for 3 Shifts or 12 times / year
2 Hours in Duration

5. Volunteer training
 - a. Eight drills per month.

6. Target Solutions
 - a. Records management and online training (~~beginning January 1, 2017~~)
 - b. Licenses are budgeted at 48 positions. Any increase or decrease in this number will result in an adjustment in the overall cost at the end of the calendar year.

7. One move up Company will serve Estacada's jurisdiction while Estacada ~~personnel attend~~staff attends training.
 - a. One ALS ~~Engine~~ Company to Estacada for district coverage.
 - b. Scheduled by Training as required for Battalion Drills, MAT, and Down and Dirty Drills.

8. Exceptions
 - a. Certification and re-certification submission will be done by Estacada. Clackamas will maintain training and certification records.
 - b. Estacada to fund all schools and conferences for their staff and volunteers through the Estacada budget.

9. Compensation
 - a. Estacada will pay Clackamas \$2,889.84 monthly for the Training Services provided in this Appendix B for the time period February 1, 2019 through June 30, 2019. Between July 1, 2019 and September 30, 2019 the rate will be 2,918.74 .

Training Services – Scope of Work

Clackamas will provide a liaison to Estacada and Estacada will provide a liaison to Clackamas. Estacada agrees to provide an employee who will assist with the delivery of Training Services in the East Battalion, coordinated between Clackamas and Estacada. As such, Clackamas will provide to Estacada the below Training Services:

1. Webinars (various subjects)
 - a. Offered twice each month for three shifts, or 72 times/year at a minimum.

- ~~b. Two hours in duration.~~
- ~~2. Company Skills Training

 - ~~a. Offered twice each month for three shifts, or 72 times/year.~~
 - ~~b. Two hours in duration.~~~~
- ~~3. Multi Company Drill/Hands on Training (H.O.T.)

 - ~~a. Offered quarterly for three shifts or twelve sessions/year.~~
 - ~~b. Two hours in duration.~~~~
- ~~4. Company Performance Evaluations

 - ~~a. Offered quarterly for three shifts or twelve times/year.~~
 - ~~b. Two hours in duration.~~~~
- ~~5. Volunteer Training (beginning January 1, 2017)

 - ~~a. Eight drills per month.~~
 - ~~b. Clackamas is not responsible for move up companies for volunteer training.~~~~
- ~~6. Target Solutions

 - ~~a. Records management and online training (beginning January 1, 2017)

 - ~~b. Licenses are budgeted at 60 positions. Any increase or decrease in this number will result in an adjustment in the overall cost at the end of the calendar year.~~~~~~
- ~~7. One Move Up Company will serve Estacada's jurisdiction while Estacada staff attends training.

 - ~~a. One ALS engine company to Estacada for district coverage.

 - ~~i. Needed for Multi Company Drills offered quarterly.~~
 - ~~ii. Needed for Company Performance Evaluations offered quarterly.~~~~~~
- ~~8. Volunteer Fire Fighter Academy

 - ~~a. Clackamas will provide Estacada up to five spots annually for Volunteer Fire Academy.~~
 - ~~b. Estacada spots are to be recruited and filled by Estacada Fire.~~~~
- ~~9. Exceptions

 - ~~a. Certification and re certification submission will be done by Estacada. Clackamas will maintain training and certification records.~~
 - ~~b. Estacada to fund all schools and conferences for their staff and volunteers through the Estacada budget.~~~~
- ~~10. Compensation

 - ~~a. With Appendix D included as part of the IGA, Estacada will pay Clackamas \$42,000 for the Training Services provided in this Appendix B between July 1, 2018 and June 30, 2019.~~~~

APPENDIX C

~~Enhanced Services~~~~Command and Control/Operations/Logistics~~ – Scope of Work

Clackamas will provide a liaison to Estacada and Estacada will provide a liaison to Clackamas. Clackamas will provide to Estacada the below services:

1. Command and Control: ~~Clackamas will provide Command and Control through on duty Clackamas Battalion Chiefs during nights, holidays and weekends outside of Estacada's regular working hours through a joint operational command and control plan. Clackamas and Estacada will work within a joint command and control plan to serve the Eagle Creek, Estacada, Highland, and Logan areas.~~

2. Operations:
 - a. ~~Clackamas and Estacada agree to enhance services in both agencies by staffing the Eagle Creek Fire Station 40-hours per week, thereby increasing the level of service by providing an Advanced Life Support (ALS) Engine Company in the Eagle Creek area which is the closest "second due" unit to Estacada~~
 - a.b. ~~Clackamas agrees to provide an Officer, an Apparatus Operator, and a Firefighter, one of whom will be a Paramedic, to Fire Station 18 40 hours a week. Clackamas agrees to assist Estacada with multiple units as required to ensure an effective response force to structure fires, motor vehicle accidents, hazardous materials incidents and technical rescues. Estacada agrees to compensate. Costs are detailed in "Compensation" below, as detailed in "Compensation" below.~~
 - b.c. ~~Clackamas and Estacada agree that Engine 318 may be used to "move up" to cover both Estacada and Clackamas Fire Stations during drills and/or emergency incidents.~~
 - e.d. ~~Clackamas and Estacada will provide 24/7 ALS staffing on first out units and will respond to calls with the appropriate resources identified via AVL regardless of their respective District boundaries, and will respond to calls as the closest resource as identified via AVL regardless of their respective district boundaries.~~
 - d. ~~Clackamas and Estacada agree that Engine 318 will respond to calls in both Clackamas and Estacada service areas as run cards dictate.~~
 - e. ~~Clackamas agrees to respond to Estacada calls when the Clackamas unit is available and closer than an Estacada unit.~~
 - f. ~~Estacada agrees to respond to calls in the Eagle Creek area, as defined by the Clackamas and Estacada Operations Chiefs, during the hours that Station 18 is not staffed.~~
 - g. ~~Estacada agrees to respond to Clackamas' calls when the Estacada unit is available and closer than a Clackamas unit. Responses into the Eagle Creek area will be ALS 24 hours a day.~~
 - h.e. ~~Estacada and Clackamas agree to respond with water tender operators and rehab volunteers through a joint operational plan.~~
 - i.f. ~~Estacada and Clackamas agree to indemnify each other per the terms of this agreement and the agency's respective insurance carriers.~~

3. Logistics: ~~Clackamas agrees to provide logistics purchasing services to Estacada as follows:~~
 - a. ~~Estacada agrees to purchase only items that Clackamas normally purchases.~~
 - b. ~~Clackamas agrees to provide this service at no markup to Estacada.~~
 - e. ~~Clackamas agrees to provide delivery services one day a week to Clackamas Station 18.~~

4. Compensation:
 - a. ~~Estacada will pay Clackamas \$6,079.904 per month, 23,572 for operational staffing of Station 18 as defined in Appendix C provided between February 1, 2019, July 1, 2018 and June 30, 2019. Between July 1, 2019 and September 30, 2019, Estacada will pay Clackamas ne 30, 2019., \$6,117.71 \$10,387.44 per month.~~
 - b. ~~Clackamas will provide command and control for Estacada during nights, holidays and weekends outside of Estacada's regular working hours in exchange for Estacada's ALS coverage of Eagle Creek service area during nights, holidays, weekends, and times when Station 18 is vacated.~~

Memo

TO: Board of Directors
Fire Chief Fred Charlton

FROM: Division Chief Bill Conway

DATE: January 18, 2019

RE: Clackamas Ambulance Service Area (ASA) Work Plan

The EMS Division will be presenting an update on the Clackamas ASA Strategic Plan.

Background

American Medical Response (AMR) is the current ambulance transport service contract provider for the Clackamas ASA. Their contract expires in May, 2019.

Around August of 2018, the Director of Health, Housing, and Human Services (H3S) attended the Clackamas County EMS Council meeting and advised the Council he was going to recommend the Board of County Commissioners award a 10-year contract extension to AMR even though their current contract only allows up to a five-year extension.

Clackamas Fire staff met with the Director of H3S and asked him to postpone this recommendation so we and other stakeholders could research the effects a 10-year extension would have on the EMS system as well as the EMS Intergovernmental Agreement (IGA) we have with the County, and the subcontract we have with AMR. We were granted additional time to do this research, which included numerous stakeholder meetings.

Over the next several months, stakeholders were identified, and meetings were held to highlight areas of the Clackamas ASA that could be improved during the ambulance transport service contract extension period. Stakeholders included the ALS Consortium members (CFD1, TVFR, and Lake Oswego Fire Department), AMR, Canby and Molalla Fire (the other two ASAs in the County), several of the other Clackamas County fire agencies, and Clackamas County Public Health staff. Through these stakeholder meetings the Clackamas ASA Strategic Plan was developed.

Summary

During the January Board of Directors work session, the EMS Division will present an overview of the Clackamas ASA Strategic Plan and answer any questions the Board may have regarding this plan.