

Clackamas Fire District #1



**BOARD OF DIRECTORS' WORK SESSION
July 6, 2021**

(This meeting was recorded.)

**I. CALL TO ORDER PER ORS 192.610 TO 192.690
ORS 192.650 – The meeting has been recorded.**

President Cross called the meeting to order at 4:00 pm. He noted the meeting was being recorded.

Present: Board of Directors Jay Cross, Thomas Joseph, Jim Syring, Chris Hawes, and Marilyn Wall; Fire Chief Nick Browne; Division Chief Josh Gehrke; Division Chief Dan Mulick; Battalion Chief Steve Deters; CFO Mark Whitaker; and Executive Assistant Rachel Trotman.

II. PUBLIC COMMENT

None.

President Cross noted that EA Trotman had reached to him regarding the Board Committees that previous Board Director Don Trotter had been on. He asked EA Trotman to share which committees previous Director Don Trotter had been a part of. He added that they would discuss these further at the next Regular Board meeting. EA Trotman shared that Don Trotter was part of the capital projects committee, the alternate for the Clackamas County Coordinating Committee (C4) Liaison, the Foundation Liaison, the Joint Oversight Committee with Estacada Fire, and the alternate liaison for the Volunteers' Association. President Cross explained that this was just informative for the Board before the next Board meeting. He shared that he didn't know if the Clackamas County Coordinating Committee (C4) Liaison was something that they needed to be a part of, or if so, if it would be a staff position only. Chief Browne said he would look into this.

Chief Browne thanked board the Board for the progressive approach that they took to safely protect life and property for the 4th of July, and for sending a unified message. He noted that a letter was sent from the Board to elected officials and he sent another letter from the Fire District himself to city managers. He shared that both letters were read at the county and city level. He felt that the approach they took made for a quieter 4th of July holiday than they have had in recent years.

He explained that there were two grass fires that they believe to be started from fireworks. They were working to get numbers to verify this by tomorrow. He appreciated the unified approach that was taken to keep citizens safe.

President Cross explained that Chief Browne needed the document quickly, so they put all the Directors' names, including previous Director Don Trotter, since it was last month, on the letter, since they did communicate with everyone that that was okay, and then he signed it as the

President of the Board. He added that his intent was to have everyone sign, but they didn't have enough time.

Chief Browne noted a small change to the agenda. He shared that they would talk about the partnership the state prior to the mutual aid discussion.

III. PARTNERSHIP WITH STATE – DIVISION CHIEF GEHRKE

Chief Browne noted that they wanted to discuss the partnership with the state that has just come forward. He turned it over to Chief Gehrke.

Chief Gehrke explained that they wanted to share information about the Apprenticeship Program that is coming to fruition in Oregon. He noted that this has been decades in the making. The Oregon State Firefighter Council and agencies across the state are wanting to have another avenue for folks to come into the fire service.

Chief Gehrke shared that for the past two and a half years, he has been involved in many meetings with the Joint Apprenticeship Committee, which includes several agencies, Oregon Bureau of Labor & Industries (BOLI) and labor, trying to discuss what this would look like.

He explained that this is a joint management/labor and local and state level apprenticeship program. The focus will be diversity, equity, and inclusion. \$2 million will be funded to three locations and it is somewhat similar to Crew 30. It is to provide a post-employment, two-year apprenticeship program where the apprentice could get their firefighter one, firefighter two, EMT basic and all the training they need to become a marketable firefighter and contributing member to a lucky fire department.

Chief Gehrke noted that post-employment means that the apprentice is not required to have any specific skills to start with the program. They are looking to partner with Clackamas Community College on this. He noted that both Crew 30 and this program are both innovative and progressive approaches to responding to our community.

Chief Browne pointed out that it would be \$2 million for Jackson County, \$2 million for Clackamas Fire, and \$2 million for Eugene/Springfield. It is not \$2 million total for the three agencies. Each department gets \$2 million for two years of funding to train and pay the firefighters to be fourths on apparatus. The numbers are still soft, six to nine firefighters.

Chief Gehrke confirmed. He said that since it was in the Budget Reconciliation bill (Christmas Tree bill), they decided to do \$2 million in each region or per agency. The intent was to make it nine apprentice firefighters in each location. The \$2 million funds the academy, a position to manage and administer the academy, and equipment to get through the whole two years of training.

He shared that they had a meeting that day with Clackamas Community College to discuss curriculum. Each of the three regions have to match their curriculum exactly. There will be a lot of collaboration with those agencies and Community Colleges in those regions. They have a

future meeting on the July 9 with the other regions, and another meeting on July 12 with BOLI, part of which will to become a certified program through BOLI.

Chief Browne explained that in the past, the partnership with the state was in idea form, but they didn't think it would move forward. Last Friday, Chief Gehrke received a call from the state regarding funding. There are still a lot of questions and CFD has yet to sign anything with them. He added that they are in the fact-finding stage.

Chief Browne noted a slight difference between this and Crew 30. Crew 30 are not members of the local, while these apprentices would be members of the local. They would have some paid into retirement and would have benefits, all of which would be rolled into \$2 million budget for two years. They would come in at a percentage of what entry level firefighters are.

President Cross asked about capacity. He asked if part of the \$2 million would go towards staff time, or if would be strictly salaries. Chief Gehrke noted that there are funds within that \$2 million to cover costs for a position to administer and conduct the academy. Chief Browne added that there is funding for the recruiter and funding for the training.

President Cross asked about what they were looking at for start-up time. Chief Browne said that it would probably be the first of the year. He added that a realistic timeline would come from Chief Gehrke and his recommendations moving forward out of the sub-committee.

Director Wall asked who decides who gets into the program and what criteria are they setting.

Chief Gehrke shared that he thought it may be that Karl's association with CFD and then other agencies having some Chiefs that came from departments with apprenticeship programs may have played a piece in them being selected. He didn't know what the inclusion and exclusion criteria were. He later explained that he thought that the size of our agency was probably a part of it, along with our involvement in the Joint Apprenticeship Committee over the years. He added that there were other agencies who are trying to get on a waiting list for this program.

Chief Gehrke shared that he has reached out to Genoa Ingram for information about the bill. She advised that the budget message that is tied to that Reconciliation Bill is probably where the details of the bill that he is looking for will be. She is going to get that information to him.

Chief Gehrke noted that there were a lot of unanswered questions related to timeline on the basis of funding.

Director Wall asked who decides who will get to be an apprentice. Chief Gehrke noted that this was on the list of things to figure out. He added that he thought it would ultimately be up to the agency who will be in the program. He also noted that he didn't know if they would have a joint recruitment pool or do individual recruiting.

Director Wall mentioned that they would need to look at funding to see if the average over two years will cover nine firefighters, a management person and equipment.

Chief Browne shared that they need to see what it will look like before they determine the amount of people they bring in.

Director Wall asked if CFD would be required to hire the apprentices at the end of the apprenticeship. Chief Browne answered no.

Director Syring thought the concept was intriguing. He noted that they had talked about an apprenticeship program for 20 years, but it had not come about. He asked how many apprentices they would have with the \$2 million funds. He shared that it sounded like they were unsure of the number and that the budget would determine how many people they would get.

Director Syring felt like they wouldn't be able to all go from the same recruitment pool based on location. He thought it seems like it would be done regionally.

Director Syring noted that with the budget crisis they are in, the program would have to pay for itself.

Director Cross asked if they would have to provide residency if they pulled from a state pool. He also asked what the 1159 thought about this program.

Chief Gehrke shared that Mark Corless was on the committee and the point person for the labor side. He added that he was supportive and excited, but just like them had a lot of questions.

Director Syring noted that it was mentioned that the program apprentice would be fourth on the crew. He asked if they would be able to cut back some of the four person crews to three and the apprentice would be the fourth, or if this would be a fifth person on the four person crews. Chief Browne shared that the apprentice would bring the three person companies up to four, based on the preliminary information.

President Cross noted that he had some people ask him about Crew 30, asking why the 30-wildland people from Clackamas didn't go to Dufur. He explained that they don't have 30 people, they have 19 on the crew. He noted how it would be nice for the Board to have a short bullet point list/business card about the "who, what, etc." about Crew 30.

Chief Browne said that they would work on messaging and talking points for the Board around Crew 30. He said that for the numbering system across the state, Clackamas is the third or 300 series, so that is how they got their name, Crew 30. He addressed why they weren't deployed to Dufur. Crew 30 is a resource in the queue. Neither the state nor federal group called for them. He confirmed that they had 19 crew members on Crew 30.

Director Hawes noted that he would be watching for the criteria that they will use for selection of apprentices to the apprenticeship program. He wanted to make sure that they would be getting qualified firefighters.

Chief Browne agreed. He noted that no certifications were required. He said they would look at things such as life experience, personality, etc. to make sure they were a good fit with the Clackamas Fire family.

President Cross added that when the apprentices come to CFD for the two years or less, we want them to be the best them that they can be when they leave CFD. President Cross said that a lot of that starts at the recruitment level.

Chief Browne explained that they would be looking at a prolonged academy, 16-weeks minimum.

Chief Gehrke shared that this could be a unique opportunity where they could glean talent from other industries that translates into the fire service.

President Cross noted how he spoke with a couple young individuals who are in the EMT program at Mt. Hood Community College and he asked them what they thought of an opportunity like this. They thought it was great because they are still deciding if they want to be firefighters or not. They would be committed for two years and then have time to figure out if it was for them or not.

Director Joseph concurred with the other board members about the qualifications. He asked who we would work with for the qualification determination. Chief Browne shared that is one topic that is still to be decided on.

Director Joseph asked if after the two years, the apprentice is required to work for a fire district or can walk away after the program.

Chief Browne noted how they will have two years' experience and then will start testing.

Chief Gehrke added that he did not believe there would be a requirement built in into the contract that they would have to work for a fire department after completing the program.

Chief Browne noted that the program is accredited through the Oregon Department of Veteran Affairs, allowing veterans to receive any applicable benefits.

Director Joseph felt it was an innovative approach and would help with diversity. He wanted to make sure that they wouldn't lower the standard qualifications.

IV. MUTUAL AID DISCUSSION

Chief Browne provided some background information about the Clackamas County Fire Defense Board (FDB) Mutual Aid Agreement and State Mobilization Mutual Agreement.

The FDB Mutual Aid Agreement was recently updated by previous Fire Defense Board Chief Charlton in 2019. This is an intra-county mutual aid agreement, that until Appendix A, is a boiler plate document from the state. He noted that he had sent this agreement to the Board prior to the Work Session.

He read Section 2.6 of the agreement which states, “ ‘Mutual Aid’ means Emergency Assistance requested by the Requesting Party and provided by the Providing Party during Emergencies where the Emergency Assistance is automatically dispatched as provided in Section 4.4, or the Requesting Party’s resources are exhausted. This assistance is intended to be unpaid assistance for a period of not more than 12 hours, or the first Operational Period of the Emergency, whichever is less. The Providing Party and the Requesting Party may mutually agree to extend the period of time, but Providing Party is entitled to reimbursement of Assistance Costs.” He noted how the Incident Commander can determine the period and hours and it would be held to that standard.

He read Section 4.3 of the agreement, related to good faith. It reads, “Each of the parties agrees to furnish to a Requesting Party such Mutual Aid assistance as the Requesting Party may deem reasonable and necessary to successfully abate an Emergency in the Requesting Party’s jurisdiction. Provided, however, that the party to whom the request is made, shall have sole discretion to refuse such request, or withdraw from a request, if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction, and provided further that a state or local agency may refuse a request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency. A Requesting Party agrees to release a Providing Party as soon as assistance is no longer required.”

He explained that with part of how Section 4.3 reads, someone can request mutual aid, but that doesn’t mean we have to send resources and that is based on what we are having within our fire district.

He noted that each county has their own FDB and before a conflagration can get established, the mutual aid resources have to be enacted. He added that the state has laid out the parameters for what the mutual aid is, but that doesn’t mean that an agency has to respond to it, in the event that they don’t have the resources.

He read Section, 4.4.1, “It is recognized and agreed by the parties that closest appropriate unit response, as determined by AVL, is in the best interest of all communities within Clackamas County and that from time to time, minor response imbalances between participating Agencies may occur and shall be considered diminutive and inconsequential as compared to the benefits conferred upon the communities by the terms of this Agreement. The parties agree that equipment and personnel, when sent, shall be dispatched promptly and that first response by the Requesting Party shall not be a prerequisite to a request for Emergency Assistance under this Agreement.”

He noted that this is vague in the description of what minor response imbalances are. Agencies can look at response difference in different ways. He explained that the like for like resource is based on AVL, or the closest unit.

He read Section 5, “This Agreement does NOT supersede or repeal any Automatic Aid Agreements or Pre-programmed First Response Agreements, Hazardous Materials Response Agreements with the State of Oregon, Mutual Aid Hazardous Materials Agreements with other

Fire Agencies, Equipment Sharing Agreements, such as Nuclear, Biological and Chemical Agreements with the City of Portland, or Emergency Planning Agreements, such as the Office of Consolidated Emergency Management Cooperative Assistance Agreement, the Oregon Urban Search and Rescue Task Force Mutual Aid Agreement, the Clackamas County Water Rescue Consortium, or Agreements with ODF for provision of services beyond the first 12 hours of an incident.”

He explained how this goes into the difference of automatic aid and mutual aid. He noted that for the water rescue consortium, automatic aid for a water rescue team would kick in at an MR2 at the County Level. An MR1 would not be an automatic aid, it would be a mutual aid request and would need to be a like for like resource.

He talked about the Oregon Urban Search and Rescue Taskforce Mutual Aid Agreement. We received funds in 2005 and 2006 and have since sold one of the heavy rescue apparatus to upgrade the extrication equipment. CFD is still bound to that agreement. In the event of a structural collapse, trench call, or anything with USAR, that would fall under the states’ mutual aid agreement to neighboring jurisdictions.

Director Wall asked about USAR. In Section 5.0, it notes this is a separate agreement. She asked if we could terminate our obligations under that since we sold our limitation without affecting this agreement. Chief Browne said that we sold the asset to purchase equipment, so it got put back into equipment for like function.

Director Hawes noted that the preamble talks about large incidents. He asked what constituted a large incident.

Chief Browne noted that the state mobilization agreement defines a large incident as any incident that is bigger than what the local agency can handle. An incident that overloads the local resources would be a large incident. This depends on the amount of resources and size of a department.

Director Hawes brought up how this could allow departments to under fund or under capacity itself, leaving the neighboring agency to help shoulder the burden.

Chief Browne shared that they have the choice to respond or not. He noted that the bigger piece is the education piece and talking to neighboring agencies about the imbalances. He shared how he and Chief Mulick went and talked to the Canby Fire Chief about the move ups that CFD does in Canby. They came up with plans moving forward.

Director Syring agreed with Director Hawes. He explained that this system was set up when there were 21 different departments and they all needed each other. He noted how this could be changed with 30-day notice. He appreciated learning and shared that they had never been shared this information before. He thought this needed to be addressed.

Director Syring noted that some of the imbalanced numbers are important to know of, because they show that we are part of other agency’s deployment models.

President Cross noted that this was a generic document drafted years ago. It didn't take into consideration the volume they are currently in. He agreed with Director Syring on the consolidation piece but also noted the volume and number of minutes they are running calls. He noted that if we are giving all our minutes to another Fire District, like for like or not, these are minutes that are not in our District and the number is growing. He noted that they are the biggest district in the county and there is going to be a lack of equity, but we can't keep giving the District away.

Chief Browne noted that they started to see a lot of the increase with AVL, because people started going towards an automatic aid format rather than a mutual aid format. He said that they are trying to refine and see what a win-win would be for both organizations.

Chief Browne reviewed Section 10, underlining portions. "The parties agree that the Emergency Assistance generally available or provided during the Operational Period are roughly equivalent and agree that the availability and provision of such constitute adequate consideration under this agreement without reimbursement of Assistance Costs. Assistance Costs beyond the Operational Period, or specialized assistance for services that the Requesting Agency does not normally provide, are subject to reimbursement by the Requesting Agency unless otherwise agreed."

He read Section 12 about cost recovery, "The parties agree that any cost recovery actions against third parties shall be brought and coordinated by the jurisdiction in which the incident giving rise to the response occurred, in their sole and exclusive discretion. Any sums received shall be applied first to the costs of recovery, and then pro rata, in accordance with the reasonable and recoverable costs incurred by each party. Any cost recovery action shall be communicated to and coordinated with all responding parties."

He summed up that we aren't required to send anything, but we have agreed to send like for like apparatus when available. He talked about how some areas are in balance (TVFR, Portland Gresham), while other smaller departments in our area are out of balance.

Chief Browne talked about water rescue, USAR and hazmat. He talked about the various situations and calls where we could cost recover and where we do and don't have to send resources, per contract.

Discussion followed about volume of these requests.

Chief Browne talked about where we go from here. He explained that they see mutual aid working in Molalla, TVF&R and Portland. They see imbalance in Gladstone, Canby, ODF and the potential for Estacada.

He shared that they had met with Canby, Gladstone, and Estacada. He a brief update on each. Group discussion followed.

Director Syring thought they had done a great job with the IGAs. He suggested that if someone wants a service, they could have an IGA.

Director Joseph asked if we are required to provide mutual aid as a good neighbor or because of anything else.

Chief Browne said that the contract states that we don't have to send apparatus, we make that decision to send the resource. However, he didn't think that was the right path for them as an organization. He said that the being part of the mutual aid agreement gives us cover to request for conflagrations in the event that we need them. He does not recommend backing out. He thought that there were more creative ways to move forward for collaboration on the regional level.

Director Wall asked if the other participants in the agreement don't have the resources to send us, what good does it do us. Chief Browne noted that they do have the resources, but most of the time, we don't need them like they need us. He added that there have been sometimes where we have needed them, and they came.

Director Syring brought up the Station 18 and inconsistencies with aid in that area.

Director Hawes noted that the agreement help might be a good place to state that the community has a responsibility to provide capacity at a certain level. President Cross shared that Director Hawes was right. He shared the recommended standards of the number of firefighters per 1000.

President Cross didn't think that there is one single thing to fix the problem, they just have to start working on it, understanding that they can't continue the increase in volume and benevolence.

Director Syring felt that the fact that they are being educated on this is a step in the right direction. He felt this was all about the Standard of Cover (SOC). Director Syring suggested maybe asking to look to update this agreement as a county in 2022.

President Cross said that they don't know if these neighboring agencies will pay until we ask them. Discussion followed.

Chief Browne asked how much the Board of Directors is in contact with other elected officials. President Cross shared that he sees a few at social events. Discussion followed.

Director Wall thought that part of the challenge with mutual aid in the past, is that when our people get there, they may feel some level of risk because of training, etc. being different between CFD and other agencies. She also brought up the fact of us having some type of accountability we owe our taxpayers.

Chief Mulick shared that when we send our heavy rescue or rope rescue, we send two additional apparatus with them to fill all the safety for that discipline to protect ourselves. We sometimes send more than asked for, for the safety of our own people.

Director Hawes noted that it is possible to get Fire District centric, but elected officials have more community views. He noted having meetings once or twice a year with city councils.

Chief Deters noted that in East County, they used to have a quarterly meeting of the east county boards and allow the elected officials a chance to talk. Director Syring liked the idea about a regional meeting.

Discussion followed.

V. MISCELLANEOUS

President Cross asked EA Trotman if there were any meetings that he or Director Joseph needed to attend prior to the next board meeting, that previous Board Director, Don Trotter, would have attended.

EA Trotman noted that they were going to try to schedule a Joint Oversight Committee meeting with Estacada Fire, but nothing had been scheduled yet. It was decided that Director Thomas would attend this, as he was already on the Interagency Committee. EA Trotman noted that the only other meeting coming up this month would be the Foundation meeting, but that will be after the Board meeting on July 27. President Cross expressed interested in being the liaison for the Foundation.

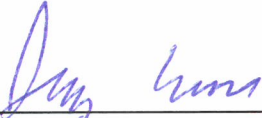
Chief Browne noted that they have another round of negotiations with the local on Thursday. He will follow up with the Board after that to see about scheduling an Executive Session, if needed, or if they can do that with the next Regular Board meeting.

Chief Browne thanked everyone for the conversation, input, and guidance.


VI. ADJOURNMENT

The Board of Directors' Work Session adjourned at 5:59 pm.

Rachel Trotman
Executive Assistant



President Jay Cross



Secretary Marilyn Wall