



Clackamas Fire District #1

Board Meeting Briefing Packet

November 15, 2021



To safely protect and preserve life and property

CLACKAMAS FIRE DISTRICT #1

**Board of Directors' Meeting
Monday, November 15, 2021
Meeting Location: Remote Video Conferencing
5:00 pm**

AGENDA

REGULAR SESSION

- I. CALL TO ORDER PER ORS 192.610 TO 192.690
ORS 192.650 – The meeting is being recorded.**
- II. REGULAR BOARD MEETING RECESSES**
- III. WORK SESSION REGARDING PURPOSE, MISSION, AND VALUE**
- IV. REGULAR BOARD MEETING RECONVENED**
- V. CHANGES TO AGENDA**
- VI. APPROVAL OF MINTUES OF THE WORK SESSION ON OCTOBER 12, 2021
(Packet Pg. 3) AND THE REGULAR BOARD MEETING ON OCTOER 18, 2021.
(Packet Pg. 11)**
- VII. PUBLIC COMMENT** *(The President will call for statements from citizens regarding District business, not to exceed three minutes per person.)*
- V. PRESENTATION – ANNUAL MEDICAL DIRECTOR'S REPORT** – Medical Director Dr. Ritu Sahni
- VI. PRESENTATION – OPERATION SANTA CLAUS** – Division Chief Doug Whiteley
- VII. BUSINESS – Action required**
 - B-1 Request Board Approval of Mark Whitaker as Budget Officer for Fiscal Years 2021-2022 and 2022-2023** – Assistant Chief Brian Stewart
 - B-2 Request Board Approval of Contract Extension with Public Consulting Group (PCG) for Ground Emergency Medical Transport (GEMT) Consulting Services** – Chief Financial Officer Mark Whitaker and Division Chief Josh Santos **(Packet Pg. 20)**
- VIII. OTHER BUSINESS – No action required**



To safely protect and preserve life and property

CLACKAMAS FIRE DISTRICT #1

OB-1 Legislative Update – Lobbyist Genoa Ingram

OB-2 Board Committee/Liaison Reports

Civil Service Commission – Director Syring

OB-3 Board Informational Updates/Comments

Oregon Fire District Directors Association (OFDDA) Conference – Director Cross

VIV. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief – Chief Nick Browne **(Packet Pg. 34)**

R-1a.1 Health and Safety – Chief of Health and Safety Heather Goodrich

R-1b Office of Strategic and Business Services – Assistant Chief Brian Stewart

R-1b.1 Community Services – Division Chief Doug Whiteley

R-1c Office of Financial Services – Chief Financial Officer Mark Whitaker

(Packet Pg. 36)

R-1d Office of Emergency Services – Division Chief Josh Santos and Division Chief Dan Mulick

R-1d.1 Medical Services – Division Chief Josh Santos

R-1d.2 Operations – Division Chief Dan Mulick

R-1e Professional Firefighters of Clackamas County Local 1159 – Secretary Nate Hon

R-1f Volunteer Services – Assistant Chief Steve Deters

R-1g Volunteer Association Report – President Kirk Hambley

B. Correspondence (Packet Pg. 39)

C. Informational Items (Packet Pg. 41)

D. Next Meeting

The next Board of Directors' meeting will be on Monday, December 20, 2021 at 5:00 pm by remote video conferencing.

X. ADJOURNMENT

Clackamas Fire District #1



BOARD OF DIRECTORS' WORK SESSION October 12, 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 Joseph called the teleconference meeting to order at 5:00 pm.

Present: Board of Directors Thomas Joseph, Jay Cross, Jim Syring, Chris Hawes, and Marilyn Wall; Fire Chief Nick Browne; Assistant Chief Brian Stewart; Chief Financial Officer Mark Whitaker; Health and Safety Chief Heather Goodrich; Division Chief Josh Gehrke; Division Chief Dan Mulick; Division Chief Josh Santos; Division Chief Doug Whiteley; Battalion Chief Steve Deters; Battalion Chief Jason Ellison; Battalion Chief Brent Olson; Battalion Chief Brandon Paxton; Local 1159: President Mark Corless, Shop Steward Andrew Gordian, Bruce Neelands; Kevin Schurter; Steve McAdoo; Patrick Dunne; Program Specialist Tracey Grisham; and Executive Assistant Rachel Trotman.

II. PUBLIC COMMENT

None.

III. FUTURE RESPONSE CAPABILITIES

Fire Chief Browne added two items under the miscellaneous section:

1. Report format change for future board meeting submittals
2. Discussion regarding the Local 1159 contract with firefighters

Director Hawes brought up that the contract discussion should be during an executive session. Discussion followed. The Board decided by consensus to have this discussion at an executive session following the regular board meeting on October 18. Executive Assistant Trotman will update the agenda and the Clackamas Fire (CFD) website.

Fire Chief Browne explained that during the last 18-months the fire district has had to balance the pandemic, multiple natural disasters, and civil unrest. They've conducted action after reviews and learned a lot. They have looked at day-to-day operations to see how they can better serve the communities, as well as prepare them for the new potential normal in terms of response. At this meeting, they are focused on discussing the response reliability and disaster management preparedness.

Fire Chief Browne and team will be presenting and opening the discussion regarding the needs of the fire district and why they feel an operational levy is the way to go. They have identified several gaps in service delivery.

Assistant Chief (AC) Stewart presented on the risk and exposure in the fire district. Examining this requires them to look at the hazards, vulnerabilities, where those overlap, and what opportunities does the district have to mitigate those.

Today (Oct. 12, 2021), he will be discussing two broad categories of risk: hazards and vulnerabilities.

PowerPoint Slide: What we are facing?

Risks

- Natural disasters – earthquake, wildfire, winter storms, windstorms
- Priority responses – fire and EMS

Vulnerabilities

- Response performance – First-Due (Distribution – How long does it take that first unit to arrive with the right people and right equipment?) and Assembly (Concentration – How long does it take for enough people to get beyond that initial stage?).
- Capital Issues – Equipment, Apparatus. In equipment, Motorola is going to stop servicing radios as “inherently safe,” which means the district will no longer be able to deploy them in the field. The Zoll cardiac monitors are nearing their 10-year expiration. For apparatus, they are aging and will be an increased cost to operate and maintain. The district needs to replace a Type I Engine and a Type 6 Brush.

Positive Risk – not all risk is negative. AC Stewart explained that sometimes there are chances they take for potential gain.

He provided other examples of positive risk:

- Medic 316 – allowed for the right unit on the right call and freed up heavier assets
- Crew 30 – started just last year. It’s a potential resource to add capacity to the state.
- Colorado belts – they have saved lives

Battalion Chief (BC) Olson presented a slide specifically on the wildfire risk. He shared some historical fire data in nearby districts and within CFD. The data is trending toward larger fires with a larger area footprint upon initial attack. He explained the key to keeping wildfires at bay is quick, effective, initial attack.

He explained there is increased intra and interstate wildfire resource needs. He presented a graph that showed the increasing number of task forces deployed each year.

Division Chief (DC) Mulick presented a slide showing the current operational deployment and challenges. The district has:

- 61 Firefighters on duty
- 17 Staffed Fire Stations
- 2 Unstaffed Planning Zones (Stations 12,13)
- 5 Planning Zones/65 sq. miles without an NFPA pump (Stations 4,5,12,13,16)
- 2 Planning Zones/46 sq. miles without 24/7 Advanced Life Support (ALS) coverage (Stations 12,13)

He then shared what operational deployment could be with the levy:

- 69 Firefighters on duty
- 19 Staffed Fire Stations
- Results in only 2 Planning Zones/ 10.5 sq. miles without a National Fire Protection Association (NFPA) Pump (Stations 5,16)
- Results in every Planning Zone with 24/7 ALS coverage
- Adds a fuels mitigation crew that works within the district boundaries (Crew 31)
- Adds a seasonal helicopter contract from July 15 – September 15
- Adds all hazard contracts to seasonal risk

President Joseph asked for further explanation on the NFPA pumps. DC Mulick provided the information.

DC Mulick covered a slide going over the operational needs for the North Battalion which included data from the last year demonstrating the needs. He discussed two solutions:

- 1) Adding a three-person engine company to Lake Road (Station 4)
- 2) Adding a fourth crew member to a core company

Director Wall commented that she thought the busiest station was Station 3, not Station 4. She also noted that Stations 1, 2, 3, and 4 were within two miles of each other.

DC Mulick replied that the core area does include Stations 1, 2, 3, and 4. That station location is very centralized among that area. Another engine would build an effective response force that would benefit that whole planning zone. It would also have access to four, potentially five planning zones. Adding another engine company would drastically improve response. He, also, elaborated on the compliance of the NFPA standards.

Director Cross noted that he did not see any attempts at call reductions, such as not going on low acuity calls. Not going on lower acuity calls, frees up those heavy assets. The communities really have an immense need for responses to low acuity calls.

President Joseph asked if the increased demand was due to organic growth? When was the last time they reviewed call status?

DC Mulick said that the low acuity calls are becoming a massive system problem. Everyone uses the 911 system. Resources get tied up on low acuity calls. His data is built off of why the fire district exists (high acuity calls) and that's to save lives and preserve property.

DC Mulick discussed the needs of the rural areas around Station 12 and 13.

- Open Station 12 with a Type 3 Engine and seasonal helicopter
 - Adds two firefighters to the Effective Response Force
 - Immediate impact to the Logan community with a rated pump and ALS staffing

- Drastically cuts first unit arrival times, by eliminating responses out of Estacada Fire, and CFD Stations 8, 11, 14, and 19
- Puts another company across the Clackamas River
- Puts initial attack capabilities in a hard-to-reach area of the fire district
- Current first arriving unit time of 17:16 (90th%)
- Open Station 13 with a Type 3 Engine
 - Adds two firefighters to the Effective Response Force
 - Immediate impact to the furthest corner of our fire district with a rated pump and ALS staffing
 - Drastically cuts first unit arrival times by eliminating responses out of Colton, Molalla, and CFD's Station 10
 - Corrects the phrase "running away from your help"
 - Current first arriving unit time of 16:27 (90th %)

They have examined the hazards and looked at how to benefit the whole district. It currently has significant gaps.

Director Wall asked if there has been an analysis of the cost benefit? They are going to throw these resources for how many response calls and how many people? It's a density and equity issue. Assets out of Station 4 then sit out at Station 12, doing nothing.

DC Mulick shared that the number of total number of responses over that same 18-month period: Station 12 had 114 calls and Station 13 had 101 calls. The ratio of those were a little bit higher, which is normal for rural areas. He said she was right, the call volume is low, and the need for 911 resources isn't needed as often. However, when it is needed, without staff, that initial response for the first arriving company must come from a longer distance away. The district is looking to mitigate the larger fires by getting there sooner when the fires are smaller. He understands the population density is different, but the district is looking at an all-hazards approach to servicing the entire district. Those same apparatus would be available for other major incidents within the district.

Director Hawes asked about the seasonal helicopter at Station 12. Does that mean the district is asking for a helicopter sitting on the ground?

DC Mulick explained that aviation is a hot commodity during the peak fire season. The best way to secure the resource is to have a third-party, 90-day contract. One deployment option is to bring a helicopter, pilot, mechanic, and a fuel truck. For 90-days during peak fire season those resources would be committed to CFD. Helicopters have a huge advantage during the initial attack of a wildland fire. The alternative would be to stack a bunch of resources on the ground.

CFO Whitaker presented information that the district currently estimates a levy of \$0.31/\$1,000 in assessed value (AV) would be necessary to sufficiently fund all the services discussed during this board meeting. This amounts to nearly \$43 million in revenue over the course of a five-year levy.

CFO Whitaker shared that for expenditures and capital costs would make up a large share in the first year (apparatus, equipment, and radios). The district would, also, attempt to fit in one-time capital expenses in the first year of the levy, as well as phasing in some of the staffing being proposed. In the later years of the levy, the staffing for rural stations would take up most of the cost. The costs grow each year, based on inflation, cost of living allowance (COLA), etc.

CFO Whitaker shared there are still materials and capital expenditures. Although most of the cost is assigned during the first year, the district would need to set aside funds every year to ensure adequate funding is available for repairs and cost replacement, when necessary. These are only estimates, but the goal is to include all possible costs, so every service the district wishes to pursue is funded.

CFO Whitaker shared the difference between purchasing capital equipment with a levy vs. a bond. The intent is to identify risks the district has with equipment and apparatus.

Director Wall inquired why a five-year period was used. This is due in part, because the district is using capital expenditures or operating numbers, as property owners are still paying off the previous bond of \$0.10/\$1,000 in AV.

CFO Whitaker shared there is a five-year maximum to authorize a levy. The idea was to try and fund for the maximum period allowed under law. The \$43 million assigned to this levy is to include additional staffing, apparatus, equipment, asset replacement, and an aviation contract.

Fire Chief Browne shared that he sent out an email with the list of items the district would like to fund.

Director Hawes inquired about the personnel costs, noting the figures in the financial estimate seem high.

Fire Chief Browne shared that increased figures included additional floaters to help cover Kelly Days.

DC Mulick shared there are additional full-time equivalents (FTEs) for the wildland component, to include program management and oversight. Also, asking for shift strength to increase and make sure we cover all costs associated with staffing, to include wages, benefits, turnouts, fuel materials, etc.

Battalion Chief (BC) Deters shared the next steps regarding this levy. If the board wishes to move forward and have this go to the voters, the following approximate timeline will apply:

- November 15, 2021 – November Board of Director’s meeting
- Plan informational campaign and presentations
- Develop informational and ballot content
- Feb 25, 2022 – Measure filing deadline
- Share informational content with key stakeholders and members of the public
- May 17, 2022 – Election day

President Joseph inquired if they had done research on other financial items that plan to be on the ballot.

BC Deters shared they are keeping an eye on this topic and will see if other agencies will have financial items on the May 2022 ballot.

Fire Chief Browne asked that before we go into further discussion, he is looking for the Directors' individual feedback. He reiterated the interest to hear from each Director, what they think the community sentiment would be and concerns, the timing of this, and whether they feel there's community support for the levy. Would appreciate a consensus on moving forward with a future response capability plan and levies to support it.

Fire Chief Browne shared the "why":

- Level of fear that exists among communities regarding natural disasters. Felt this emotion at the recent fire district Community Town Hall events.
- Concerns with the increasing risk, and the needed steps to be better prepared for all hazards.
- Reached financial capacity for what the district can do.

Fire Chief Browne shared this levy is broken down into the following components:

1. Capital purchases
2. Staffing
3. Seasonal Heavy Equipment
4. Capital Replacement
5. All Hazard Mitigation

Multiple Directors voiced their appreciation for all the work completed in listening to the community, researching all the challenges, and the thoughtfulness associated with the challenges presented with the levy.

President Joseph commented that the fire district had listened to the community and it wasn't an impulsive decision.

Director Cross voiced a concern with putting personnel costs on a five-year levy. He also asked how the district can mitigate low acuity calls in regard to hiring and increasing staffing in the community paramedic calls, alternate deployment response, etc.

Director Syring appreciated the increased staffing in rural areas.

Director Hawes brought up what an oppositional campaign to a levy may look like, as it may be a political uphill battle.

President Joseph voiced two challenges he believed needs to be addressed by Fire Chief Browne and his team:

- Low acuity response program
- After the five-years are up, what happens to those staff

Director Wall shared feedback that we need to answer the basic question of key response reliability.

Fire Chief Browne shared information regarding Emergency Medical Services and low acuity calls. He shared there is a lot of items happening at the county level regarding EMS that Community Paramedic Cook and DC Santos are addressing.

Fire Chief Browne appreciated the concern brought forth by Director Hawes and a possible opposing campaign. He will also bring back some of these questions to his team and come back to the Board with answers.

President Joseph thanked the board for the intense conversation. He asked the Directors to get feedback from friends and community members, as they could be biased. The team did a great job presenting a well thought out plan.

Director Syring addressed the support question posed by Fire Chief Browne. He noted levies are very common with fire districts. He said they had talked about it before, but it had never been done. He said he was neutral and would support it if it was the right thing to do.

BC Deters reminded the group they will need direction as soon as possible, otherwise they will be out of time.

Director Cross shared he believed they would need to send this to the voters.

IV. MISCELLANEOUS

AC Stewart shared that organizational leadership is trying to institute two key items as follows:

1. Empowerment of employees
2. Efficiency in what we do.

AC Stewart shared that in the September board packet there were 23 pages related to updates from staff (this did not include business items, other business, correspondence, or informational items). He said they want to move into a direction similar to what was done with the financial report, such as giving higher-level information, showing trends, etc.

AC Stewart shared that Fire Chief Browne does a great job in managing the fire district. We don't want staff to feel like they must account for their time, as an exuberant amount of time is spent on reports.

AC Stewart shared the mock document. The goal is to compress into a two-page document for the written items. Said document will include organizational accomplishments, highlights, photos, and organizational data. Staff will continue to verbally report on items during the board meetings.

Director Cross shared that he liked where they were going. However, he didn't want people to feel like we don't value them when they do strong work. He said he wants to know when stuff happens. He shared that he values everyone in their positions. If it is worth talking about in the office or the fire house, it is worth talking about in a meeting.

Director Hawes shared appreciation for where they were going. He wants to hear about the exceptional items.

V. ADJOURNMENT

The meeting adjourned at 7:25 pm.

UPCOMING EVENTS:

October 18 – Regular Board Meeting – 5:00 pm by remote video conferencing.

Minutes recorded by Executive Assistant Rachel Trotman and prepared by Administrative Technician Deidre Toczyski

President Thomas Joseph

Secretary Jim Syring

Clackamas Fire District #1



**REGULAR BOARD OF DIRECTORS' MEETING
October 18, 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 Joseph called the teleconference meeting to order at 5:01 pm. The recording will be placed on the Clackamas Fire (CFD) website.

Present: Board of Directors Thomas Joseph, Jay Cross, Chris Hawes, Jim Syring, and Marilyn Wall; Fire Chief Nick Browne; Assistant Chief Brian Stewart; Chief Financial Officer Mark Whitaker; Health and Safety Chief Heather Goodrich; Division Chief Michael Carlsen; Division Chief Dan Mulick; Division Chief Josh Santos; Division Chief Doug Whiteley; Battalion Chief Steve Deters; Battalion Chief Melanie Kinne; Battalion Chief Brandon Paxton; Fire Marshal Shawn Olson; Facilities Manager Scott Vallance; Fire Inspector Matt Amos; Program Specialist Tracey Grisham; Program Specialist Amanda Neelands; CFD Stations 1, 3, 5, 14, 17, and 19; Local 1159 Assistant Shop Steward Steve McAdoo; Volunteer Association President Kirk Hambley; Volunteer Jerry Kearney; Genoa Ingram from Court Street Consulting; Sandy Fire District #72 Division Chief Jason McKinnon; and Executive Assistant Rachel Trotman.

II. CHANGES TO AGENDA

**III. APPROVAL OF THE REGULAR BOARD MEETING MINUTES ON
SEPTEMBER 20, 2021.**

There were no changes to the minutes.

The minutes were approved unanimously as written.

IV. PUBLIC COMMENTS

None.

V. BUSINESS – Action required

B-1 Request Board Approval of Revised Board Policy Manual – Assistant Chief Brian Stewart

Assistant Chief (AC) Stewart presented the second reading of the Board Policy Manual. Changes from the September Board meeting were approved. As noted in the staff report, edits were made to the preamble (page 21) and to the list of board committee liaison assignments (page 49).

Review of Board Committees and Liaisons List

Edits were made on page 49 to include the updated board committee liaison assignments.

Director Cross made a motion and Director Hawes seconded for the Board to approve the Revised Board Policy Manual. Motion passed unanimously.

B-2 Request Board Authorization for the Fire Chief to Sign Documents Related to the City of Happy Valley Acquisition of Station 6 Property – Division Chief Michael Carlsen

Division Chief (DC) Carlsen shared that the City of Happy Valley would like to place a roundabout on the Station 6 property. The city is offering \$68,000 for the sale and since it is not an eminent domain, the sale is not subject to negotiations.

Director Hawes inquired whether the city is expecting us to do the \$31,000 in improvements or will the city pay? Chief Carlsen confirmed the city is taking care of all expenses.

Vice President Wall brought various questions regarding us violating land use laws and making sure it will not impede our abilities to travel. Chief Carlsen shared that per the city, we are not violating any land use laws and the Chief believes it will not impede our emergency operations.

Discussion followed regarding whether this has come up before with Sunrise Water Authority and whether it had been approved.

Director Syring made a motion and Director Cross seconded for the Board to authorize the Fire Chief to Sign Documents Related to the City of Happy Valley Acquisition of Station 6 Property. Motion passed unanimously.

B-3 Request Board Approval to reduce the Length in Service Awards Program (LOSAP) vesting years – Battalion Chief Steve Deters

Battalion Chief (BC) Deters provided a document with the updated LOSAP from the Oregon Fire District Directors Association (OFDDA). The current vesting years is five years. Information became available to the district that the length of vesting years can be changed for LOSAP. The Volunteer Association voted to change the vesting to three years, which was approved by the association board to bring to the Board of Directors to change.

BC Deters noted that nothing else has changed regarding the program, and they would only be changing the vested years of service to three years. The average length of service is 2.7 years for our volunteers. The LOSAP program is currently used as a retention tool, reducing the vested years to three years, may increase the length of service of our volunteers.

Director Syring noted our length of service had diminished nationwide and some of our volunteers may hang on a few more months to become vested.

Vice President Wall commented that reducing the time seems to be counter intuitive to retention.

BC Deters noted with the redistribution of vesting, it is a small group of people who are seeing the maximum benefit. If vesting is reduced, it may allow more people to collect what they generated.

BC Deters explained the calculation of points and how they are earned.

Vice President Wall made a motion and Director Syring seconded for the Board to approve reducing the Length in Service Awards Program (LOSAP) vesting years to three years. Motion passed unanimously.

VI. OTHER BUSINESS – No action required

OB-1 Legislative Update – Lobbyist Genoa Ingram

Lobbyist Ingram shared there were no additional reports. She shared the next legislative days will be November 15-17.

President Joseph will connect with Genoa to schedule presentations at local rotary meetings.

OB-2 Board Committee/Liaison Reports Civil Service Commission – Director Syring and Chair Weatherly

Director Syring provided a general update. The Commission approved a lateral entry firefighter process, a captain's list, and went through a process to choose a new chief examiner.

Director Hawes will be the liaison for the next meeting.

Clackamas Emergency Services Foundation Liaison – Director Cross

Director Cross shared that the recent meeting was short, due to not having a quorum. DFM Capt. Kari Shanklin provided an excellent update on the chipper grant program. There was interest in re-opening the chipper grant in 2022, but without a quorum, it was not voted on.

Reminder that April 2, 2022 is the Foundation Dinner Auction at Gray Gables Estate.

EMS Committee – Director Cross and Director Joseph

Director Cross shared that Chief Santos gave a detailed report on what's been occurring with the ambulance service plan. There has been a large amount of work done with County Commissioners, AMR, EMS taskforce, and the newly selected contractor to analyze the ambulance service plan. Additionally, working within the guidance and vision of the county Medical Director Dr. Sahni.

Interagency Committee – Director Joseph and Director Syring

Director Syring shared the recent meeting was with the City of Gladstone on October 6.

Gladstone Fire is having extreme difficulty staffing their fire department. They are approaching the district and potentially asking for a contract for service immediately. They have been self-sufficient for decades, but that is no longer true.

Chief Browne is working with their Fire Chief and City Administrator to research and see if a contract for service is feasible.

President Joseph shared that he appreciates having Director Syring on the interagency committee, due to his knowledge of local history of fire departments and intergovernmental agreements.

Chief Browne shared that a work session would be scheduled soon, and this process was being fully driven by the City of Gladstone.

AC Stewart shared that we are looking at having a contract in the next few weeks with an implementation date of January 1, 2022. We will be meeting with all departments and division heads to see what the next steps would be. It was noted that we'd be looking at a mid-November timeframe to move this forward.

Vice President Wall inquired to the urgency on their part and financial impacts. AC Stewart shared their recent staff challenges, which included an injury and a resignation.

Chief Financial Officer (CFO) Whitaker is working through the numbers and cost estimates to staff their station full time.

OB-3 Board Informational Updates/Comments EMS Response Update – Division Chief Santos

DC Santos shared that CFD has been committed to accessing patients outside of the 911 system since 2016 with the implementation of the Community Paramedic program. Community Paramedic (CP) Cook has been working on combating low acuity calls. The Medical Services team is focusing on three global initiatives currently:

1. Project Hope – Forming strategic partnerships to help access vulnerable populations. Had recent stakeholder meeting that was initiated by County Public Health to see how we can combat mental health issues. CP Cook presented a pilot program with grant money that would run in health equity zone (our fire planning zones). We would partner with a mental health specialist, take referrals, and provide equal access to care to help sustainability. Will be additional meeting to gauge interest.
2. Ambulance Service Plan update – Our current plan sends an engine and an ambulance to all calls and take to the ER department. Currently, working on changing the ambulance service agreement (ASA) plan to help modernize EMS in Clackamas County. The EMS taskforce has hired a consultant service to help review the ASA plan and formulate an updated plan.

3. Developing Ambulance Service Agreement – The goal is to stop sending an engine to all calls. We are working on this. President Joseph complimented Director Cross for being a champion for the Community Paramedic program to address low acuity calls.

Follow-up from Board Work Session – President Joseph

President Joseph noted that a few Directors expressed a desire to share a follow-up on the work session.

Director Syring shared that he spoke with Chief Browne over the weekend to address some of his questions. Director Syring shared he supports rural staffing, and part of this levy includes staffing stations 12 and 13. For Director Syring it came down to two items:

1. The Fire Chief and staff believe it is the best thing for the district, he trusts their judgement.
2. If any other Directors support this, he supports sending it to the voters.

Director Hawes spoke with the Fire Chief after the meeting as well and reiterated his concerns regarding the optics of the levy and political realities.

Director Cross commented on the retention of staff after five years and letting people go. We need to plan for sustainability after five years that does not include going out for another levy.

Vice President Wall shared her concerns regarding upstaffing Stations 12 and 13. She has concerns about the low acuity calls, as the levy is all fire.

Chief Browne shared clarification regarding heavy equipment and the seasonal partnerships associated with those.

Director Syring asked about where the volunteers would go if Stations 12 and 13 go to full-time. BC Deters stated they would most likely relocate them to Station 21.

VII. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief

Chief Browne reported the district is in 100% compliance with Governor Brown's vaccine order. He expressed his appreciation for everyone and their efforts.

R-1a.1 Governmental Affairs Report – Battalion Chief Brandon Paxton

BC Paxton shared the focus from the previous month was working with the City of Happy Valley to ban fireworks next year. BC Paxton, also, shared congratulations to Fire Inspector Izak Hamilton for becoming the next Public Information Officer (PIO).

R-1b Office of Strategic and Business Services – Assistant Chief Brian Stewart

AC Stewart shared that Parts and Small Engines Technician Paul Eggleston accepted a promotion to a fleet technician. The recruitment for his former position was posted and the district received 23 applicants.

It was noted that the Sandy Fire and CFD feasibility study with AP Triton Consulting is still on track.

AC Stewart shared that Fire Inspector Matt Amos will now be in a temporary duty (TDY) position to work on risk assessment, strategic planning management, aiding with the Gladstone project, and others.

Vice President Wall inquired whether we were providing administrative services to Gladstone Fire. AC Stewart confirmed we are providing the FMO Administrative Technician up to half time to Gladstone Fire. They are providing funding for that position.

R-1b.3 Human Capital – Division Chief Joshua Gehrke

DC Gehrke was absent, due to volunteering at the West Coast Post-Trauma Retreat. AC Stewart shared in his absence that the lateral entry firefighter exam will be released shortly. AC Stewart, also, shared that Fire Inspector Rich Stenhouse is in a new TDY position in Human Capital to focus on personnel development and diversity, equity, and inclusion.

R-1c Office of Financial Services – Chief Financial Officer Mark Whitaker

CFO Whitaker shared that the district finalized the Tax Anticipation Note (TAN) with the bank. We have the TAN in place, if needed. We should still end this month in a positive cash flow. CFO Whitaker shared we are trending downward compared to where we were last year.

Vice President Wall asked why overtime charges are so high considering we are still trending down. CFO Whitaker shared that he believes that is because we don't start the budget to account for conflagration costs. Chief Browne also shared that we had some retirements that we didn't know about and therefore did not budget for.

R-1d Office of Emergency Services

R-1d.1 Medical Services – Division Chief Josh Santos

AC Stewart provided additional updates on the Ambulance Service Agreement. He provided a timeline regarding the current contract regarding the direction given from the Board of County Commissioners, contract development, and the hurdles we encountered with COVID-19, ice storms, extreme heat, etc.

R-1d.2 Operations – Division Chief Dan Mulick

DC Mulick shared that the focus currently in operations is to refine response reliability. We need

to balance out where we are and fine tuning our response. DC Mulick shared the following updates:

- New Squad out of Station 19. It is a new apparatus typing in our county
- DC Mulick has worked with DC Carlsen and CCOM to make sure we get the most appropriate resource in the right area. We have seen an increase in water tender response reliability.
- The HazMat team is working with the City of Gresham and the Oregon Office of State Fire Marshal (OSFM) on working on a subcontract to assist State Team 3.
- Provided an update on Crew 30 and their 59 taskforces they responded to in Oregon. We have had BC Ellison, BC Lowther, Capt. McCullough, Capt. Taylor, and Capt. Wiken, who were out leading those resources. BC Scheirman, BC B. Olson, and Capt. Corless were out on the state task force leadership. OSFM is looking at ways to help build a program statewide based off our model.
- Recent incident where BC Scheirman helped Molalla Fire with incident command regarding an active shooter incident.

R-1e Professional Firefighters of Clackamas County Local 1159 – Assistant Shop Steward Steve McAdoo

Assistant Shop Steward McAdoo shared that the members voted to ratify the contract.

Steve stated that Kevin Schurter is one of the new assistant shop stewards on A shift. Other updates included Secretary Nate Hon will be the administrator for the new apprentice program for the state.

Steve shared that the Local 1159 is looking for an office assistant to help handle the workload.

Local 1159 principal officers interviewed two Board of County Commissioner candidates and will interview another one next week.

Congratulations to Derrick Olson on the birth of a new baby.

R-1f Volunteer Services – Battalion Chief Steve Deters

BC Deters shared that recent drills focused on water supply and water use on house fires. EMS drills were environmental emergencies and toxicology.

BC Deters reported their station coverage:

- Stn.12 27/30
- Stn.13 14/30
- Stn. 21 15/30
- Rehab/Water Tender Group 18/30

Personnel updates were provided. BC Deters shared that Volunteer Services Administrative Technician (AT) Gitts-Hauck is retiring and was part of the volunteer program for over 11 years.

R-1g Volunteer Association Report – President Kirk Hambley

President Hambley provided his appreciation for Volunteer Services AT Gitts-Hauck and all that she did. The Volunteer Association presented her with a polished axe at her retirement.

President Hambley also shared congratulations for Volunteer Sterling White and his family on the birth of their third son.

President Hambley also thanked the Board for the approval of the reduce LOSAP vesting and his appreciation for BC Deters work with the volunteer program.

B. Correspondence

Noted.

C. Informational Items

Noted.

D. Next Meeting

The next Board of Directors' meeting will be on Monday, November 15, 2021, at 5:00 pm by remote video conferencing.

VIII. REGULAR BOARD MEETING RECESSES

The regular Board of Directors' meeting recessed at 6:46 pm.

IX. EXECUTIVE SESSION CALLED TO ORDER UNDER ORS 192.660 (2)(d) TO DISCUSS LABOR CONTRACT NEGOTIATIONS

X. REGULAR BOARD MEETING RECONVENED

The regular Board of Directors' meeting reconvened at 7:44 pm.

President Joseph noted the Board met in Executive Session to discuss labor contract negotiations. No decisions were made in Executive Session.

Fire Chief Browne proposed to add an additional business item to the agenda and President Joseph agreed.

B-4 Board Approval of Labor Agreement, Subject to Board Executive Session Discussion

Director Syring made a motion and Director Hawes seconded for the Board to ratify the Professional Firefighters of Clackamas County Local 1159 firefighter contract. Motion carried with aye votes by Directors Hawes, Joseph, Syring, and Wall, and abstained by Director Cross.

XI. ADJOURNMENT

The regular Board of Directors' meeting adjourned at 7:45 pm.

UPCOMING EVENTS:

November 15 – Regular Board Meeting – 5:00 pm by remote video conferencing.

Minutes recorded by Executive Assistant Rachel Trotman and prepared by Administrative Technician Deidre Toczyski

President Thomas Joseph

Secretary James Syring

Clackamas Fire District #1

Memo

To: Board of Directors

From: Chief Financial Officer Mark Whitaker

CC: EMS Division Chief Josh Santos

Date: November 15, 2021

Re: Ground Emergency Medical Transport (GEMT) Consulting Services

Action Requested

Approve a one-year contract amendment with Public Consulting Group (PCG) to file the Ground Emergency Medical Transportation (GEMT) reimbursement request for FY 2020-21. The estimated value of the contract extension is \$60,000 to \$75,000, with the actual value depending upon the final GEMT reimbursement amount.

Background

The Ground Emergency Medical Transportation (GEMT) program is a federal program that makes supplemental payments to eligible GEMT providers (such as Clackamas Fire District #1) who furnish qualifying emergency ambulance services to Oregon Health Authority Medicaid recipients. In 2018, the Oregon State Legislature passed HB4030 authorizing the GEMT program.

The fire district contracted with PCG to calculate and file reimbursement requests with the Oregon Health Authority for FY 2017-18, FY 2018-19, and FY 2019-20. Under the contract, the district paid PCG a fee equal to 15 percent of the revenues raised from the GEMT program.

GEMT Consultant Fees History	
FY 2017-18	\$143,685
FY 2018-19	\$68,312
FY 2019-20	\$55,165

Policy Implications

PCG's fees are based on 15 percent of the federal share of the GEMT payment, so the exact value of the contract extension will not be finalized until the GEMT reimbursement request is filed and approved by the Oregon Health Authority.

PCG has specialized knowledge in calculating and submitting GEMT reimbursements for EMS agencies in the State of Oregon. PCG also has experience with Clackamas Fire District's operations from submittals in previous years that will allow for the timely close out of the reimbursement request for FY 2020-21.

Budget Implications

GEMT consultant fees are included in the FY 2021-22 Adopted Budget at \$75,000.

Recommendation and Why

Staff recommends that the Board approve the one-year extension with PCG to allow for the processing of GEMT payments for FY 2020-21. Throughout the initial term of the contract, PCG provided a good level of service in advising the district on the state's new GEMT program and processing cost reports for submittal to the state. A one-year renewal allows for the uninterrupted processing of FY 2020-21 GEMT payments while allowing new staff the flexibility to explore additional options in future years.

AGREEMENT

This Agreement (“Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”) and Clackamas Fire District #1 (“CLIENT”) as of June 17, 2019 (“Effective Date”).

WHEREAS, CLIENT is seeking to participate in the Oregon Ground Emergency Medical Transportation (GEMT) program, and

WHEREAS, CLIENT is seeking a vendor to complete the necessary filing requirements, including the annual GEMT cost report, and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform certain professional services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

1. Description of Services

PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (“the Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.

2. Term

PCG will provide the Contracted Services from the Effective Date through June 30, 2021, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation in Attachment B, Sections 13 and 14, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

3. Compensation

- a. CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and will not pay PCG any other benefits, expenses, or compensation.

- b. CLIENT will compensate PCG within thirty (30) days following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred. Payment by CLIENT will be conditioned upon PCG's timely performance of the Contracted Services to the satisfaction of CLIENT.
- c. Upon termination of this Agreement, other than termination for cause under Section 4(b), PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.

4. Termination

- a. **General:** The term of this Agreement is set forth in Section 2. The Agreement may be terminated before the end of the term pursuant to the following subsections of this Section 4.
- b. **Termination for Cause:** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice, not to exceed ten (10) business days.
- c. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

5. Notices and Contact Persons

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For PCG:

James Dachos
Public Consulting Group, Inc.
999 18th St, #1425
Denver, CO 80202
jdachos@pcgus.com

For CLIENT

Fred Charlton, Fire Chief
Clackamas Fire District #1
11300 SE Fuller Road
Milwaukie, OR 97222
Fred.charlton@clackamasfire.com

6. Approval of Contracted Services

The Contracted Services performed by PCG are subject to acceptance by CLIENT, which acceptance shall not be withheld unreasonably.

7. PCG Representation

PCG represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. PCG shall immediately notify CLIENT regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.

8. Standards of Conduct

PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct.

9. Relationship of the Parties

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

- e. PCG shall provide its federal employer tax identification number, or social security number in the case of an individual, to CLIENT in writing. PCG also shall provide copies of any applicable business licenses.

10. Record Maintenance and Accounting Upon Termination

With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

11. Insurance

PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.

12. Assignments and Subcontracts

PCG may neither assign nor further subcontract its obligations under this Agreement to any other entity without the prior written consent of CLIENT, unless such assignment or subcontract is with an affiliate or subsidiary of PCG in which case PCG shall only be required to provide written notice to CLIENT.

13. Proprietary or Confidential Information

For purposes of fulfilling its obligations under this Agreement, one party ("Disclosing Party") may convey to the other party ("Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

- a. "Proprietary or Confidential Information" is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, strategies, processes, policies, procedures, operational techniques, software, and intellectual property -- that (i) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions, or (iii) is not normally furnished to others without compensation, and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is developed independently by the Receiving Party, or that is lawfully known by the Receiving Party and received from a source that was entitled to have the information and was not bound to the Disclosing Party by any confidentiality requirement.

- b. The Receiving Party shall hold Proprietary or Confidential Information in strict confidence, in perpetuity, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services.
- c. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.
- d. The Receiving Party shall use at least the same standard of care for protecting Proprietary or Confidential Information that it uses to prevent disclosure of its own proprietary or confidential information, but in no case less than reasonable care.
- e. Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary or Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.
- f. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- g. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.
- h. Upon termination of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

- i. The termination of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential information set forth in this section.

14. Intellectual Property

- a. Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- b. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

15. Conflicts of Interest

The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

16. Waiver

The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

17. Entire Agreement

This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

18. Amendment

This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

19. Severability

If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

20. Applicable Law and Venue

This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Massachusetts, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, and agree that the state and federal courts of Clackamas County, Oregon shall have exclusive jurisdiction over the enforcement of this Agreement.

21. Miscellaneous

- a. **Limitation of Liability.** PCG shall not be liable to the client for any incidental, indirect, special, punitive or consequential damages, including, but not limited to, such damages arising from any type or manner of commercial, business, or financial loss, even if such party had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable.
- b. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- d. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- e. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

(the remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

CLACKAMAS FIRE DISTRICT #1

BY: 
NAME: Fran Chen
TITLE: Fire Chief
DATE: 6/18/2019

PUBLIC CONSULTING GROUP, INC.

BY: 
NAME: Garrett W Abrahamson
TITLE: Associate Manager
DATE: 7/1/2019

**ATTACHMENT A
CONTRACTED SERVICES**

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Services:

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the GEMT program
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations
- Developing customized web portal to assist with cost report calculation and auditing process
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under the GEMT program
 - FY 2018 (July 1, 2017 – June 30, 2018): Tentatively due 7/31/2019
 - FY 2019 (July 1, 2018 – June 30, 2019): Tentatively due 11/30/2019
 - FY 2020 (July 1, 2019 – June 30, 2020): Tentatively due 11/30/2020
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement
- Conducting comparative analysis to identify significant trends in billing and financial data
- Provide ongoing audit support in the event of a state and/or federal audit of GEMT cost report

**ATTACHMENT B
COMPENSATION**

The fees to be paid associated with the successful generation of incremental Medicaid revenues as a result of the Ground Emergency Medical Transport (GEMT) program are calculated as a **15% contingency fee** of enhanced incremental revenues received from the GEMT program.

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG within thirty (30) days of receipt of an invoice. **Invoicing will occur only after the Oregon Health Authority remits payments for the GEMT program.**

This Compensation provision shall survive the expiration and/or termination of this Agreement until such time as all fees have been paid and received in full by PCG for all services rendered.

AMENDMENT NO. 1 TO THE AGREEMENT

This First Amendment (the “Amendment”) to that certain Agreement entered by Clackamas Fire District #1 (“CLIENT”) and Public Consulting Group, Inc. (“PCG”), as of June 17, 2019 (the “Agreement”), is made effective as of June 30, 2021.

WHEREAS, the parties agree to amend the Agreement to extend the term.

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that to delete in Section 2 the phrase “June 30, 2021” and replace it with the phrase “June 30, 2022.”
2. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. Authorship. The Parties agree that the terms of this Amendment result from negotiations between them. This Amendment will not be construed in favor of or against either Party by reason of authorship.
4. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
5. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
7. Authority. Each Party to this Amendment, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

8. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
9. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state or district's courts and that venue is appropriate.

IN WITNESS WHEREOF, CLIENT and PCG have executed this Amendment as of the date stated above.

PUBLIC CONSULTING GROUP, INC.

Clackamas Fire District #1

By: _____

By: _____

Name: Garrett Abrahamson

Name: Nick Browne

Title: Associate Manager

Title: Fire Chief

Date: _____

Date: _____

FIRE CHIEF'S REPORT

November 15, 2021



Highlights

- Public Educators returned to elementary and middle schools for Hands-Only CPR and fire safety instruction and hosted virtual station tours for Fire Prevention Month.
- GEMT now reimburses for Medicare patients belonging to coordinated care organizations. No estimate on revenue but payments will be retroactive to 1/1/20.
- The district received a new shallow water rescue boat through the State Preparedness and Incident Response Equipment program.

Notable Events/Calls

1. October 11:

Fatal fire in Oregon City. Truck 316 removed a victim from a well-involved house fire. The victim was removed from the house within 12 minutes of being dispatched.

2. October 16:

Fatal MVA on Hwy 99 and OGB. Crews responded to a significant MVA with injuries. Two patients were transported to OHSU and one victim was deceased.

3. October 18:

Working fire in Gladstone. Crews were challenged by balloon frame construction and unknown fire location. The fire resulted in significant damage, secondary to overhaul.

FIRE CHIEF'S REPORT

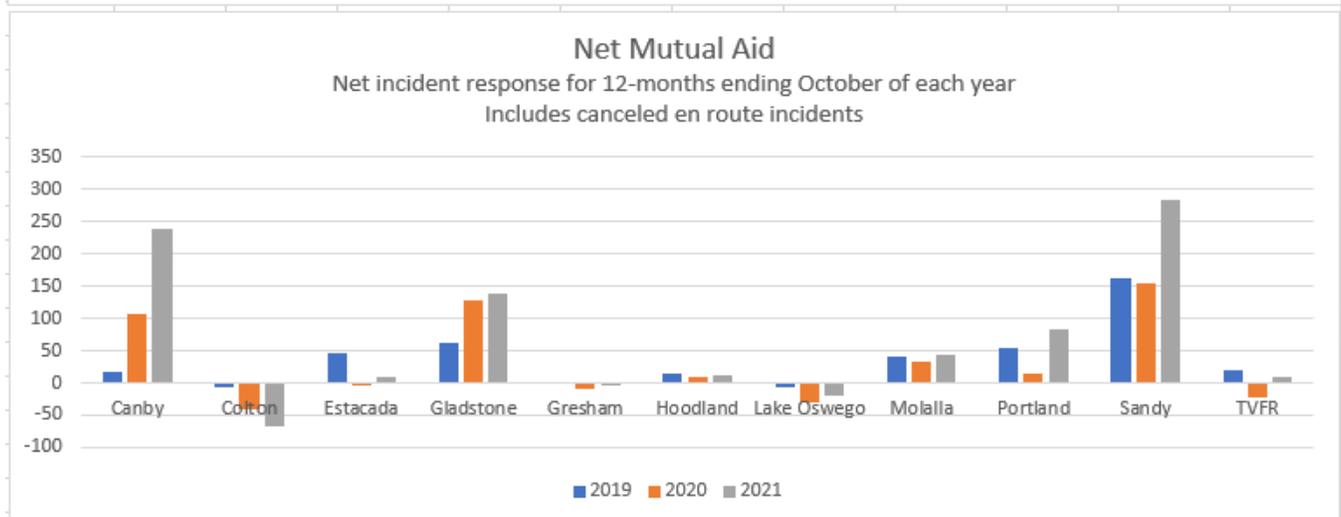
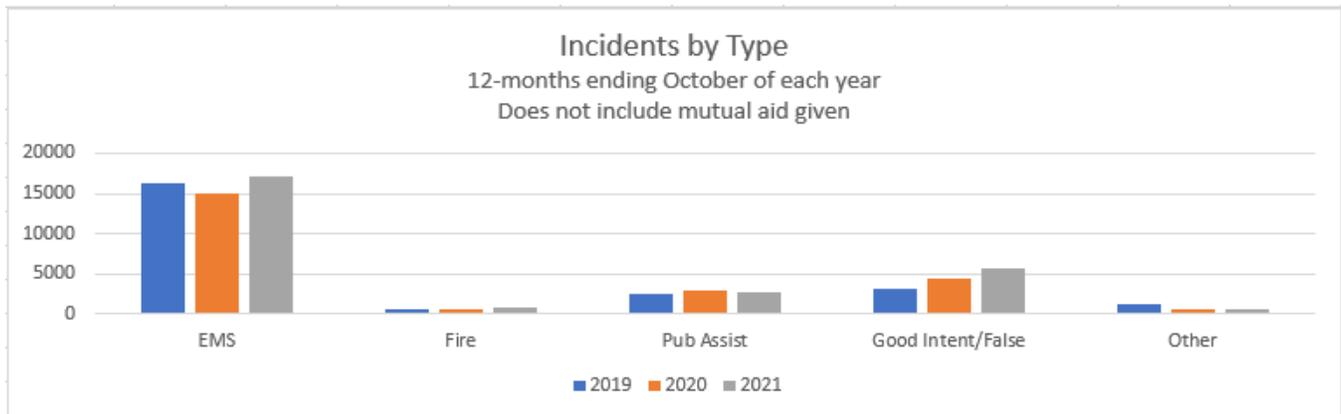
November 15, 2021

Staffing

	Response	Risk Reduction	Staff	Suppression Volunteers	Support Volunteers
Allocated	227	12	60		
Filled	220	12	58	51	28
Academy	0	0		15	3

Volunteers

Training		Community Involvement		Duty Shifts	Station 12	Station 13	Station 21	Support
Number of Drills	4	Number of Events	1	Nights	26/31	11/31	15/31	14/31



Average Company Time Committed	
Time: 101 hours and 49 minutes	Percent of Month: 13.97%
Includes Preparation and Response: Incidents, Apparatus/Equipment Checks, Physical Fitness, Training	

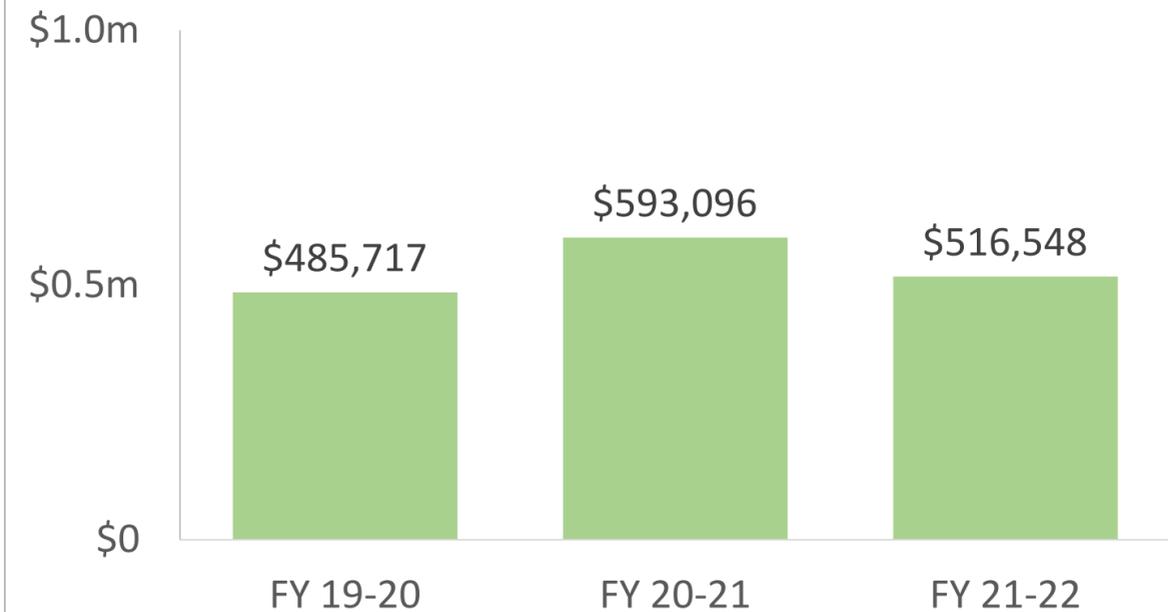


FINANCIAL REPORT

Period Ending October 31, 2021

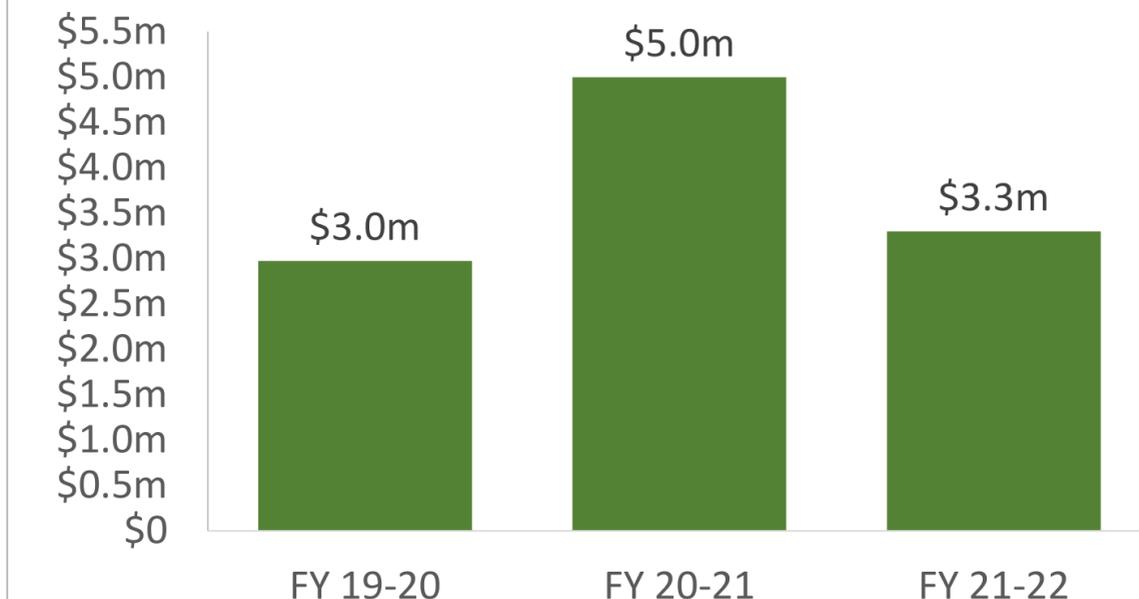
General Fund Property Tax Revenues

Through October



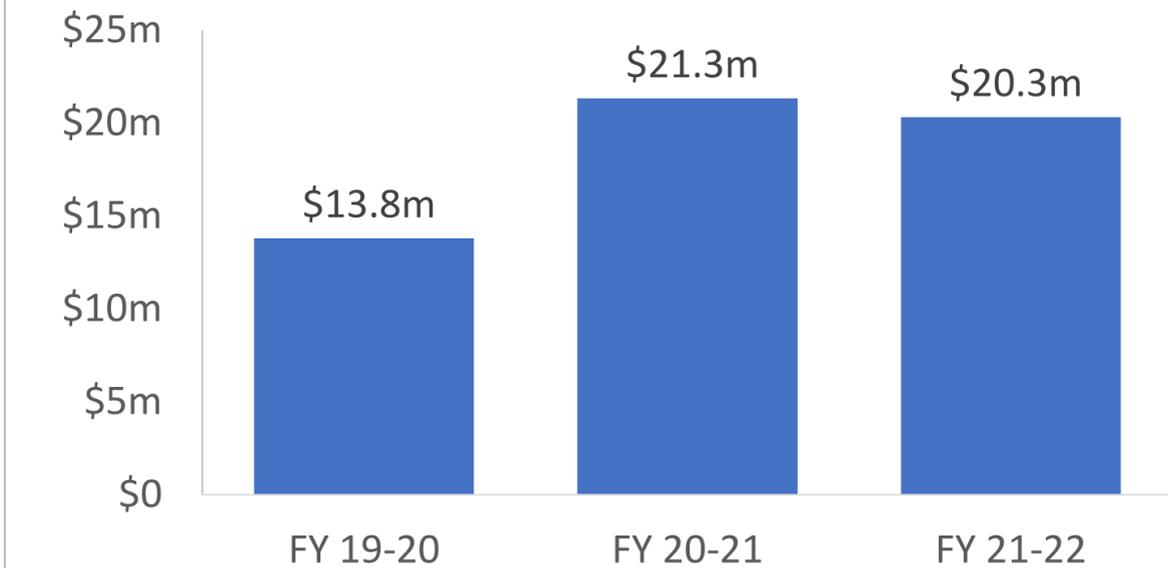
General Fund Total Revenue

Through October



General Fund Salary & Benefits

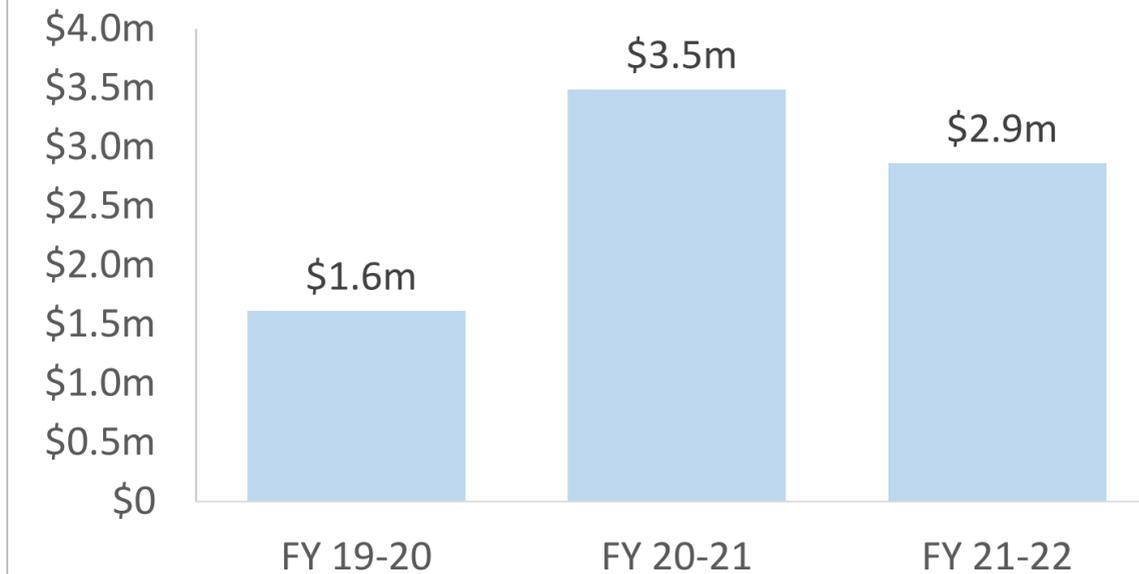
Through October



36.0% of FY budget spent

General Fund Overtime

Through October



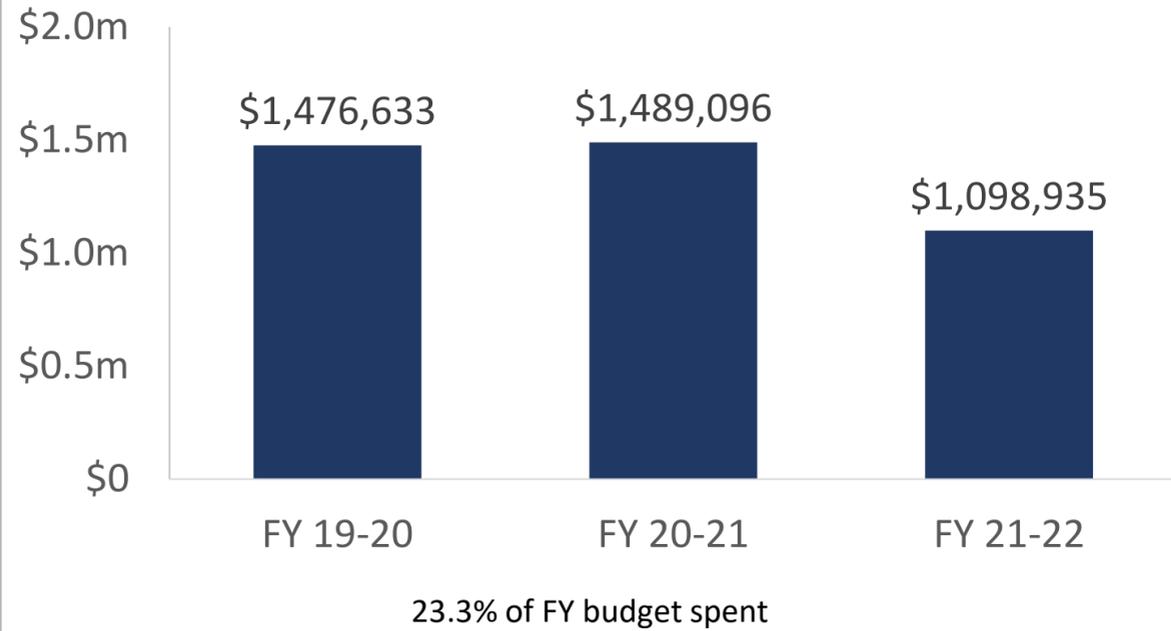
53.1% of FY budget spent



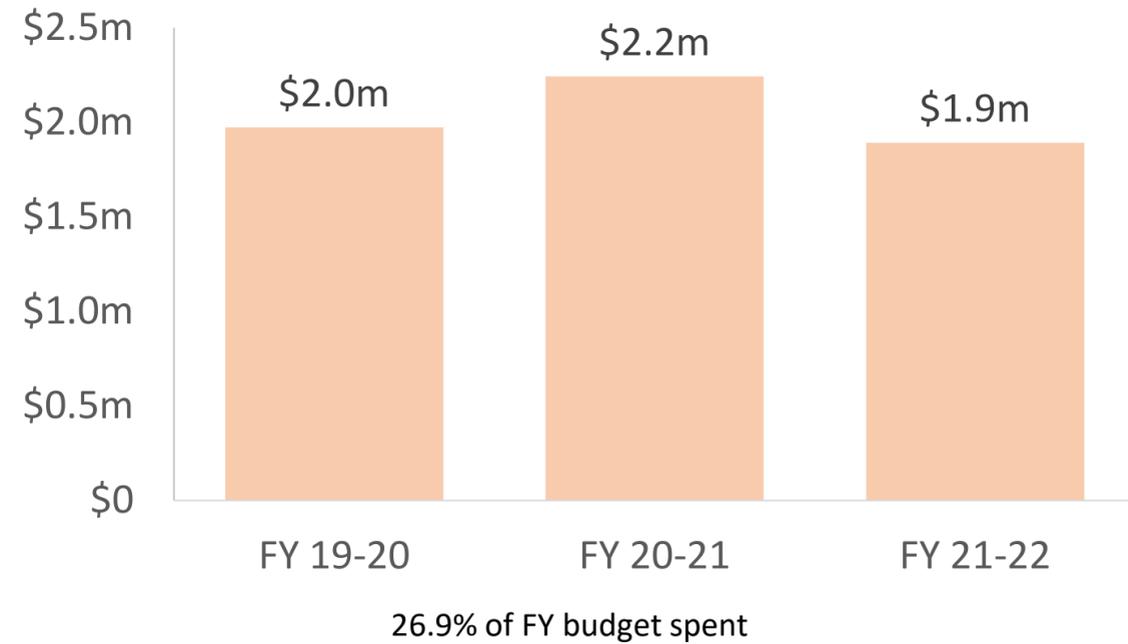
FINANCIAL REPORT

Period Ending October 31, 2021

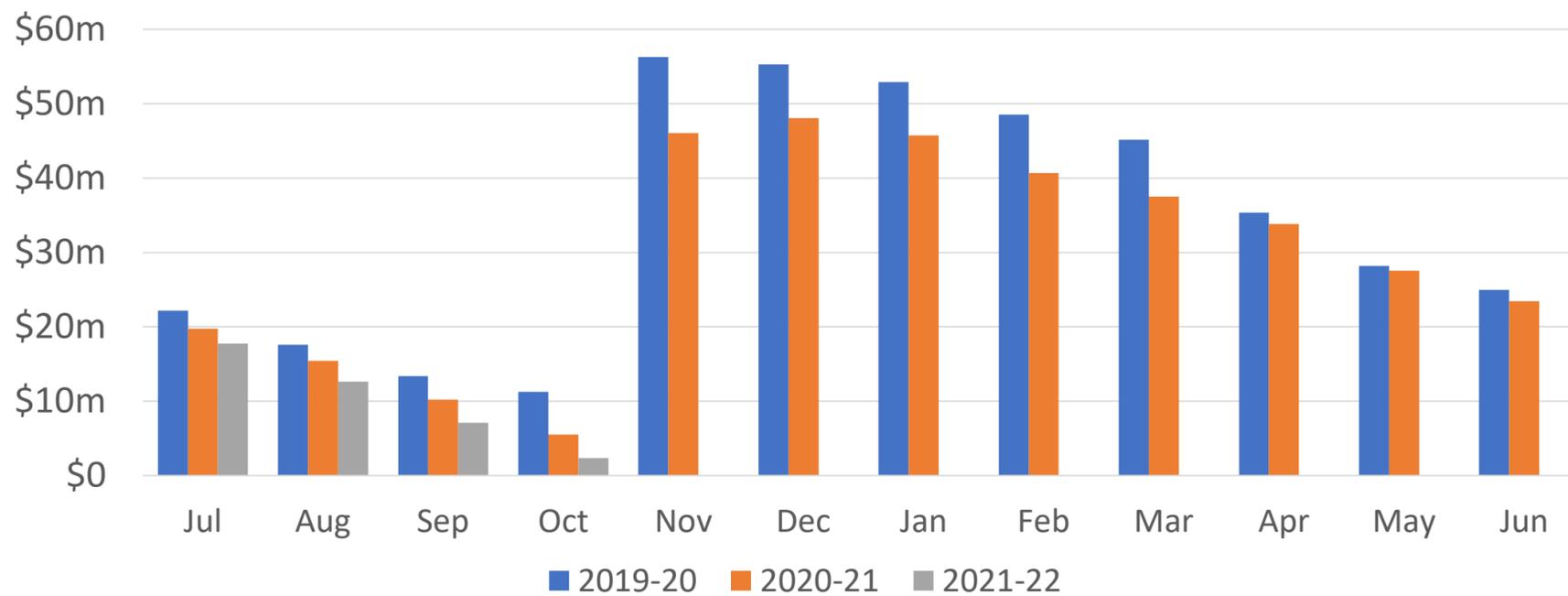
General Fund Health Claim Expenses
Through October



General Fund Materials and Services
Through October



Month-End Cash Balance, All Funds



October 2021



10 - GENERAL FUND

Budget to Actual Report for Period
Ending October 31, 2021

Clackamas Fire District #1

	Original Budget	Actual YTD	% of Revised Budget
Beginning Fund Balance	\$18,505,460	\$18,505,460	100.0%
<i>Revenues</i>			
Current Year Property Taxes	\$59,647,923	\$356,974	0.6%
Prior Year Property Taxes	720,000	159,575	22.2%
Interest	200,000	13,113	6.6%
Charges for Services	2,781,205	1,890,215	68.0%
Grant Revenue	200,000	86,829	43.4%
Other Revenue	1,235,000	790,254	64.0%
Transfers In	44,000	-	0.0%
Total Revenues	\$64,828,128	\$3,296,959	5.1%
Total Available Resources	\$83,333,588	\$21,802,419	26.2%
<i>Expenditures</i>			
Salaries	\$35,508,399	\$13,405,328	37.8%
Benefits	20,972,247	6,905,196	32.9%
Materials & Services	7,028,088	1,891,436	26.9%
Capital Outlay	-	-	-
Debt Service	2,075,504	-	-
Transfers Out	628,104	-	-
Contingency	2,587,718	-	-
Total Expenditures	\$68,800,060	\$22,201,960	32.3%

CORRESPONDENCE

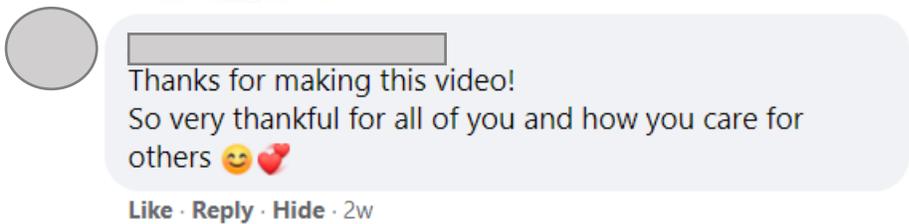
C-1 Social Media Comments

Social Media Comments

North Clackamas School District thanked our public educators for teaching Hands-Only CPR and fire safety to first and second graders:



Facebook comments thanking crews for the virtual station tours:



INFORMATIONAL ITEMS

- I-1 KATU News, October 21, 2021: “Crews battle house fire in Molalla, no injuries reported” <https://katu.com/news/local/crews-battle-house-fire-in-molalla-no-injuries-reported>
- I-2 Flash Alert, November 3, 2021: “Clackamas Fire increases response capabilities on our waterways”
- I-3 Canby Current, November 4, 2021: “OR Department gets new swiftwater rescue boat”
- I-4 Flash Alert, November 5, 2021: “Clackamas Fire utilizes new boat on early morning car crash to transfer patient to care”

CLACKAMAS FIRE INCREASES RESPONSE CAPABILITIES ON OUR WATERWAYS (PHOTO)

News Release from **Clackamas Fire Dist. #1**

Posted on FlashAlert: November 3rd, 2021 8:34 AM

Downloadable file: [New Boat](#)

Downloadable file: [New Boat](#)

Clackamas Fire has taken delivery of a new boat designed to increase response capabilities on our waterways. Purchased by the state of Oregon, the 21-foot SJX is designed to operate in the shallowest of conditions, including water levels approaching two inches.

The Clackamas Fire Swift Water Rescue Team is a highly trained team of firefighters who respond to water-related emergencies using advanced rescue techniques and equipment. The team is also a participating member of the Clackamas County Water Rescue Consortium. The consortium is a group of water rescue professionals from many of the different fire departments, law enforcement agencies and districts in Clackamas County. Regional service is provided throughout Clackamas County including the Clackamas and Willamette Rivers. The team has been trained on the new boat which is now in service. The boat will be housed at station #19 which is located at 19750 SE Damascus Lane in Damascus, Oregon.

Clackamas Fire submitted for a SPIRE grant back in 2018 which is used for the purpose of increasing emergency infrastructure as well as emergency response. Emergency response was the second phase of this funding process which has helped bring this much needed and anticipated purchase to fruition.

This boat, as part of the grant, can be called on to respond to flood emergencies throughout the state. Although the State of Oregon purchased the apparatus, Clackamas Fire is responsible for it's maintenance, staffing, and response.

*Members of the media are invited to come tour the new boat. Please contact PIO Izak Hamilton to set up a time.

Contact Info:

Public Information Officer, Pager: (503)294-3555, Email: cfpio@clackamasfire.com,
izak.hamilton@clackamasfire.com

OR Department Gets New Swiftwater Rescue Boat

Clackamas Fire District #1 has taken delivery of a 21-foot SJX rescue boat designed to increase swiftwater response capabilities.

Nov. 4, 2021



Clackamas Fire has taken delivery of a new boat designed to increase response capabilities on our waterways. Purchased by the state of Oregon, the 21-foot SJX is designed to operate in the shallowest of conditions, including water levels approaching two inches.

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CLACKAMAS FIRE UTILIZES NEW BOAT ON EARLY MORNING CAR CRASH TO TRANSFER PATIENT TO CARE (PHOTO)

News Release from **Clackamas Fire Dist. #1**

Posted on FlashAlert: November 5th, 2021 9:48 AM

Downloadable file: [Car over embankment](#)

Just after midnight Clackamas Fire crews and AMR were dispatched to a vehicle crash over an embankment with entrapment on Clackamas River Drive. The vehicle went off the road, down an embankment and was resting with its rear bumper on a log in the Clackamas River. Initially, the plan was to use an aerial highpoint and bring the patient back up the embankment to the road, however, the Swift Water Rescue Team got there so quickly, the most efficient course of action was to transfer the patient utilizing the new boat, to Riverside park where they transferred care to a waiting ambulance.

