



Clackamas Fire District #1

Board Meeting Briefing Packet

April 18, 2022



Here for you

CLACKAMAS FIRE DISTRICT #1

**Board of Directors' Meeting
Monday, April 18, 2022
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. CHANGES TO AGENDA**
- III. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING MINUTES
ON MARCH 21, 2022 (Packet Pg. 4)**
- IV. PUBLIC COMMENT** *(The President will call for statements from citizens regarding
District business, not to exceed three minutes per person.)*
- V. PRESENTATION – CITIZEN LIFE SAVING AWARD – Fire Chief Nick Browne**
- VI. PRESENTATION – RESOLUTION 22-01 Q&A – Fire Marshal Shawn Olson**
- VII. BUSINESS – Action required**
 - B-1 SECOND READING OF RESOLUTION 22-01 – RESOLUTION
AMENDING ORDINANCE 18-01 ADDING FIRE MARSHAL'S OFFICE
PLAN REVIEW FEES AND ESTABLISHING FLAT RATE FEES FOR
CONSTRUCTION AND OPERATIONAL PERMITS –
Fire Marshal Shawn Olson (Packet Pg. 12)**
 - B-2 REQUEST BOARD APPOINTMENT OF BUDGET COMMITTEE
MEMBER – Chief Financial Officer Mark Whitaker (Packet Pg. 18)**
 - B-3 REQUEST BOARD APPROVAL OF GLADSTONE IGA AND ITS
EXHIBIT A, THE EMPLOYEE TRANSFER AGREEMENT–
Assistant Chief Brian Stewart (Packet Pg. 19)**
 - B-4 REQUEST BOARD RATIFICATION OF STATION 19 PROPERTY
ANNEXATION INTO HAPPY VALLEY – Fire Chief Nick
Browne (Packet Pg. 42)**



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VIII. OTHER BUSINESS – No action required

OB-1 Legislative Update – Lobbyist Genoa Ingram

OB-2 Board Committee/Liaison Reports

Interagency Committee – Director Syring/Director Wall

Foundation Liaison – Director Cross

Civil Service Liaison Report – Director Hawes/Commissioner Jeff Davis

OB-3 Board Informational Updates/Comments

IX. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief – Fire Chief Nick Browne **(Packet Pg. 47)**

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

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

R-1b.1 Technology – Chief Technology Officer Oscar Hicks

R-1c Office of Business Services – Assistant Chief Steve Deters

R-1c.1 Human Capital Division – Human Capital Manager Trish Noble

R-1d Office of Financial Services – Chief Financial Officer Mark Whitaker **(Packet Pg. 49)**

R-1e Office of Emergency Services – Division Chiefs Josh Santos and Dan Mulick

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

R-1e.2 Operations – Division Chief Dan Mulick **(Packet Pg. 52)**

R-1f Professional Firefighters of Clackamas County Local 1159 –
Treasurer Chris James

R-1g Volunteer Association Report – Interim President Jerry Kearney

B. Correspondence (Packet Pg. 54)

C. Informational Items (Packet Pg. 55)

D. Next Meeting

The next Board of Directors' meeting will be on Monday, May 16, 2022, at 5:00 pm by remote video conferencing.

X. ADJOURNMENT

Clackamas Fire District #1



REGULAR BOARD OF DIRECTORS' MEETING MINUTES March 21, 2022

ATTENDANCE

Board of Directors: Jay Cross, Chris Hawes, Thomas Joseph, Jim Syring, and Marilyn Wall

Others present: Michael Carlsen, Steve Deters, Tracey Grisham, Izak Hamilton, Oscar Hicks, Chuck Karlik, Jerry Kearney, Tyson Lowther, Dan Mulick, Shawn Olson, Brandon Paxton, Ariel Roberts, Josh Santos, Brian Stewart, Mike Verkest, Mark Whitaker – Clackamas Fire; Andrew Gordian – Local 1159; Jason McKinnon and Phil Schneider – Sandy Fire; Genoa Ingram – Court Street Consulting; Citizen Life Saving Award Recipient John Cerda

Other community members and citizens were in attendance. The full video conferencing attendance can be provided upon request.

I. CALL TO ORDER PER ORS 192.610 TO 192.690 ORS 192.650 – The meeting is being recorded.

President Joseph called the meeting to order at 5:00 pm.

II. CHANGES TO THE AGENDA

Assistant Chief (AC) Deters reported that there were no changes to the agenda.

III. APPROVAL OF THE REGULAR BOARD MEETING MINUTES ON FEBRUARY 28, 2022.

Approved as written.

IV. PUBLIC COMMENT

None.

V. PRESENTATION – CITIZEN LIFE SAVING AWARD – Battalion Chief Brandon Paxton

Battalion Chief (BC) Paxton read excerpts from the press release that described the situation. Recipient John Cerda attended this meeting. He is a part-time firefighter with the City of Gladstone and recognized the critical nature of the incident and sprung into action. BC Paxton expressed his appreciation to Mr. Cerda and explained that the Citizen Life Saving Award will be sent to him.

VI. PRESENTATION – RESOLUTION 22-01 – Fire Marshal Shawn Olson

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Fire Marshal (FM) Olson explained that he is proposing a flat rate fee schedule within the Fire Marshal's Office (FMO).

He explained that they have a partnership with building officials and inspectors who are responsible for building finals, fire sprinkler systems, fire alarm systems, tenant improvements, and certificates of occupancy. The FMO is responsible for fire apparatus access and water supply. CFD currently charges no fees for these services. CFD has also not established an operational/construction permit, which is allowable by Oregon fire code.

FM Olson proposed an amendment to Ordinance 18-01, which would allow stricter enforcement practices to ensure the inspectors' time is not wasted trying to gain code compliance. He proposed a tiered step approach so that the businesses fees would increase each time they were not in compliance after a re-inspection. On the construction permit side, he proposed a fee for the commercial and residential plan review. They would also establish a new procedure for combustible/flammable tanks extraction, processing underground fire line review and inspections, as well as the items they assist the building inspectors with. He would also like to establish a procedure for fees for operational permits for fireworks, festivals/events, haunted houses, and explosives/blasting.

These rates would affect the developer or landowner. They would be upfront, flat-rate fees that would be paid prior to FMO review. The goal of these fees is to generate a little bit of revenue for the materials and services fund. The fees won't cover the full cost of staffing, but it could help greatly with this fund.

They have a plan review submittal process that was enacted in August 2021. That process has been refined and, if approved, they are ready to start charging fees. In the past six months, if they had been charging the proposed fees, it could have brought in about \$45,000.

FM Olson shared that he has been in communication with local building officials regarding the plan. They did not foresee any issues. Tualatin Valley Fire & Rescue (TVF&R) has been collecting fees for services (permits) for some time. They do not currently charge fees for apparatus access and water supply review. FM Olson plans to be in step with the fire marshal at TVF&R who plans to propose these fee changes also.

VII. BUSINESS – Action required

VIII. OTHER BUSINESS

OB-1 FIRST READING OF RESOLUTION 22-01 – RESOLUTION AMENDING ORDINANCE 18-01 ADDING FIRE MARSHAL'S OFFICE PLAN REVIEW FEES AND ESTABLISHING FLAT RATE FEES FOR CONSTRUCTION AND OPERATIONAL PERMITS – Fire Marshal Olson

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Director Hawes said the resolution refers to ORS 478.310 regarding unprotected areas. Are these fees for unprotected areas outside of the fire district? Why is ORS 478.310 mentioned? FM Olson thought this section was just granting CFD the ability to establish fees. These fees would apply to the entire fire district.

Director Wall asked what process they have followed to seek public input on imposing these new fees. What kind of outreach has he done? FM Olson said these mostly apply to the local land developer, architect, or engineer for building projects. When he has spoken to them in the past, they usually express surprise that CFD doesn't already charge fees for these services. He hasn't done anything formal to collect information, but he has had conversations with those that would be impacted on several occasions and does not think they will be surprised by the fees. He has not done any outreach asking the general public's opinion.

Director Wall felt that it wouldn't only be developers paying these fees and that it would affect others such as nonprofits. She was concerned that even though it's a small amount, it could be a financial burden. She felt that it was the responsibility of the FMO to get the word out so the Board knows if there will be citizen complaints. She felt the information on the website should be more specific and state what is being proposed. FM Olson agreed that there needs to be more education on this, and he will work on that.

Director Wall asked if the other counties and cities currently collect fees for what CFD does. Will people be paying twice? FM Olson said that cities and counties are the permit authority. People needing this service will need to go to the county or city to get their permits and pay that fee. The one-time permit fee also includes the inspection fees. CFD has been assisting the building departments for many years as a partnership. This proposal is to cover costs associated with the apparatus access and water supply in a one-time fee that covers all the tasks that CFD does.

Director Wall asked if additional staffing is needed to process this. FM Olson said no, it will all be through their current digital form.

Director Wall asked if this means the developer will need to pay a fee and then the homeowner needs to pay an additional fee. FM Olson said if a builder is building a single-family dwelling in a rural community, this is on a single tax lot, and these are the properties that the FMO would review for access and water. If it's a multi-family or subdivision, this is rolled into commercial property development. He then explained the process between the building inspectors and CFD. Director Wall commented that she doesn't want to add to the problem of the high cost of housing.

Director Cross said that from his experience that fees are not always simple, and it could cost even more than the fees in administrative costs. He asked where these fee payments will go and how will it be used in the District. FM Olson said that the goal is that the fees will get put back into the general fund for materials and services.

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Director Cross asked about Appendix A. Why is there a big jump in fees between the third and fourth visits? FM Olson said it's because of time. The intent is to gain code compliance and that life safety is achieved. If a business is not complying, this will incentivize them to comply.

Director Cross asked what happens if they find more issues on the re-inspection. FM Olson said that they can only speak to what they found on the initial inspection.

Director Syring is also concerned about the perception of this proposal. He didn't think the festivals and events fee made sense. CFD participates in events like that. FM Olson said the biggest goal for that fee is that they are seeking compliance with the Oregon Fire Code (OFC). The OFC has a very specific section for events and festivals and it's difficult to enforce when the FMO is there during normal business hours. Other fire districts have these fees as well.

OB-2 Legislative Update – Genoa Ingram

She reported that things haven't changed since her last emailed update. She said that Senate Bill 1582 would have allowed the Board of Directors of rural fire protection districts to annex properties within seven miles of the station. This did not pass but it was refiled and will be back next session.

She said that House Bill 4097 would have offered a limited time \$1000 tax credit for volunteer firefighters. This also didn't pass but will be back next session.

The last two days of the session, Representative Evans set up two taskforces: one on disaster recovery and one on firefighter capacity. Genoa will serve on both.

The legislature adjourned on Friday. There are a number of open seats.

OB-3 Board Committee/Liaison Reports Interagency Committee – Director Syring

Director Syring reported that on March 8, he and Chief Browne virtually attended the Gladstone City Council meeting. One of the items brought forth was whether or not to further discuss a possible full contract for service with CFD. Gladstone's fire chief and city administrator gave a presentation regarding the fire department's current situation. Director Syring and Chief Browne were there to answer questions. The end vote was 5-1-1 (5 yes, 1 no, 1 abstained) to direct Gladstone's fire chief to work with Chief Browne and staff to put together a full contract for service. This contract would then be brought to the interagency committee and after that to the Gladstone City Council at their April meeting. They could possibly vote on it in April and then it would come to CFD's Board to consider.

ADDED Clackamas Emergency Services Foundation Liaison – Director Cross

Director Cross shared that the dinner auction was postponed to November 12. The Foundation is looking to sell some tables and is looking for donations.

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He also reported that Rachel Trotman is now the virtual assistant for the Foundation.

Director Hawes asked if all the times are still the same for the dinner auction. Director Cross confirmed that it was only the date that changed; times are still the same.

OB-4 Board Informational Updates/Comments

Director Cross asked if they had decided on a date for the group and individual photos. President Joseph suggested maybe they could take the photos before the next Board meeting. They will discuss further later.

VII. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief – Assistant Chief Steve Deters

AC Deters shared that Crew 30 and Fuels 31 have begun training. There are eight returning members from last year. Work continues on the ambulance service plan with revisions to be completed by July. The apprentice program grant funding has been received by the District. Training and HR have kicked off their work on that program.

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

AC Stewart shared some personnel updates in Fleet. He reported that they are also working on completing the Fuller Road house renovations so it can accommodate personnel working there. Shelby Hopkins has been conducting an analysis of administrative duties. He reported that they will be bringing an IGA to Gladstone in April. He will be bringing updates to the Interagency Committee in the coming week.

R-1b.1 Support Services – Division Chief Carlsen

Division Chief (DC) Carlsen shared that in 2021 they created the Communications Department which falls under Support Services. They are responsible for managing and maintaining the District's Public Safety Radio System which includes over 300 base, mobile, and portable 800 and VHR radios. He congratulated Fire Ops Communications Tech Chuck Karlik on being selected as an Oregon State Fire Marshal (OSFM) IMT Comms Tech Unit participant.

Director Hawes asked how the C800 system was operating. Is it going well? DC Carlsen answered that it's going well. There are a few hiccups but WCCCA and C800 technicians are on the spot fixing any issues.

R-1c Office of Business Services – Assistant Chief Steve Deters

AC Deters said that they are still working with Sandy Fire on the feasibility study. They had not received the technical review back yet. Human Capital has been busy with entry level testing.

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R-1c.1 Fire Marshal's Office – Fire Marshal Shawn Olson

FM Olson highlighted that Inspector Rich Stenhouse testified in an arson case on the Blue Heron Fire. He assisted the District Attorney's Office and the prosecutor. Inspector Ryan Kragero also assisted with this investigation. The FMO has been establishing a new open burning permit and application process. The new backyard burn permit will be voluntary and education focused with no fees.

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

Chief Financial Officer (CFO) Whitaker highlighted that the monthly financial report provides an overview of the spending so far that year, broken down in the object categories. He plans to bring a final supplemental budget forward in May or June.

They have tentatively scheduled the first Budget Committee meeting on May 10. He plans to have the proposed budget binders to the Board by May 3. The Budget Committee has one opening. The member whose term expired is interested in participating again but that position is also open to the public to apply. The Board will need to appoint someone to that position at the next Board meeting.

Director Hawes asked if there was a balloon payment coming up on debt service. CFO Whitaker said that all the principal debt service payments are later in the year. Small interest payments are made in the fall.

Director Cross asked if the Budget Committee meeting will be at 5:00pm. Will it be virtual or in-person?

President Joseph brought up that even the next April Board meeting could be in person. He asked for input. Director Hawes said another one of his meetings is going to be in person. President Joseph said that they will plan on the April Board meeting being in person.

R-1e Office of Emergency Services – Division Chiefs Josh Santos and Dan Mulick

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

DC Santos said they are writing a permanent job description for Community Paramedic in preparation for Amy Jo Cook's retirement at the end of the year. They hope to bring the job description to Civil Service in April and fill the position by October. It will be partially funded by the Clackamas County Blueprint Grant. They are updating the Single Role Paramedic job description.

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There was a multi-agency training (MAT) where they trained on delayed sequence intubation, medical administration, SALAD (Suction Assisted Laryngoscopy Airway Decontamination) airway technique and had a medical director's round table.

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

DC Mulick shared that Crew 30 started their training the previous Monday. They are excited to have a high caliber crew boss with experience in wildland.

He shared that CFD is working with WCCCA and C800 regarding the radio issues and is receiving weekly updates. He thanked Comms Tech Karlik for all his work. Every police and fire agency in Clackamas and Washington Counties are submitting all radio issues through a JotForm that CFD created. He's seen tremendous improvements already.

He shared information on a call from March 8 on residential fire in Boring. He was very proud of all the crews that worked on this.

Director Syring asked about the Net Mutual Aid report. He noticed Gladstone and Canby ratios continue to be off. He commented that at the Gladstone City Council meeting, they reported on what CFD could be charging for mutual aid. Can he and Chief Browne look into addressing this and possibly start charging? DC Mulick said that a majority of the calls with Canby are getting cancelled. Their run cards are set up to dispatch CFD. DC Mulick and Chief Browne have been working with TVF&R and Canby Fire on this and there has been improvement. He explained that Canby Fire doesn't come to CFD's aids as often because of the delay set up with all of the mutual aid partners. He recognizes the imbalance and is working on it.

R-1f Professional Firefighters of Clackamas County Local 1159 – Shop Steward Andrew Gordian

Shop Steward Gordian shared that some members went to Washington D.C. to politic for early Medicare buy-in, cancer presumption, and other topics. They also had conversations with representatives regarding carve-outs for future relief funds such as funds for special districts through the CARES Act.

He also shared that the Local is working at the state level on an \$8 million federal grant for current and future apprenticeship programs. The D Shift Committee met and selected the schedule and worked on staffing configurations. They held the annual 1159 Banquet with 160 members and spouses in attendance. The 2022 Fitness Challenge is underway.

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R-1g Volunteer Association Report – Interim President Jerry Kearney

Jerry shared that the drills were ICS, Wildland fires, forceable entry, and EMS acute coronary syndrome distress. He shared the volunteer station coverage.

B. Correspondence

Noted.

C. Informational Items

Noted.

D. Next Meeting

The next Board of Directors' meeting will be on Monday, April 18, 2022, at 5:00 pm.

X. REGULAR BOARD MEETING RECESSED

The regular Board Meeting recessed at 6:17 pm.

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

XII. REGULAR BOARD MEETING RECONVENED

The regular Board Meeting reconvened at 6:57 pm.

The Board discussed in person versus hybrid meetings.

XIII. ADJOURNMENT

The regular Board of Directors' meeting adjourned at 7:03 pm.

Minutes recorded by Executive Assistant Ariel Roberts and prepared by Administrative Technician Jessamyn Ode

President Thomas Joseph

Secretary James Syring

Clackamas Fire District #1

Memo

To: Board of Directors

Fire Chief Nick Browne

From: Fire Marshal Shawn Olson

Date: March 7, 2022

Re: Amendments and Additions to Ordinance 18-01 Fee Structure

Action Requested

Request Board of Directors adopt Resolution 22-01-Resolution amending Ordinance 18-01 adding Fire Marshal's Office Plan Review Fees and Establishing Flat Rate Fees for Construction and Operational Permits.

Background

In 2019, the Fire District adopted amendments to 18-01 adding additional fees for service. Currently, the Fire Marshal's Office (FMO) has not requested fees for service to conduct plan review or develop operational and construction permits. Through a resolution, amendments to 18-01 can be administered in accordance with section 5.

Flat rate fees for service will include engineering related duties and construction/operational permits. Specifically, stricter enforcement practices, plan review for fire department access and water supply and related duties, cannabis extraction and processing, exterior flammable/combustible tanks, haunted houses, temporary tents and canopies, events and festivals, explosives and blasting, underground fire line, fireworks, and fire safety during new construction inspections.

County and city officials rely upon FMO staff to conduct plan review for fire apparatus access and water supply.

The FMO assists county and city jurisdictions with acceptance testing, building finals and certificate of occupancy inspections. This fee structure will allow for reimbursement of these services. Due to years of collaboration and partnership, county and city jurisdictions request our assistance to enforce the Oregon Fire Code, once a new building is finalized and a

certificate of occupancy is issued. After that, the building is added into the FMO Occupancy Inspection Program.

The FMO has not developed a permit process before. Establishing operational permits will allow for reimbursement for services relating to delegated work from The Office of the State Fire Marshal (OSFM). Firework applications are one of those delegated tasks. The FMO receives approximately 44 firework applications a year. OSFM requests local jurisdictions to conduct site visits to ensure firework safety protocols are met.

In addition, the FMO will request permits for Haunted Houses, Temporary Tents and Canopies, Explosives and Blasting, Events and Festivals and Fire Safety During Construction Inspections. The permit process will allow the FMO the ability to ensure the Oregon Fire Code requirements are enforced. These categories are above and beyond regularly conducted fire and life safety inspections.

Clackamas Fire District #1 is a delegate of OSFM. We are allowed, by law, to implement a fee for service and establish our own permit processes.

Policy Implications

Adopting Resolution 22-01 will allow the Fire Marshal's Office the ability to administer flat rate fees for service and amend Section G of Ordinance 18-01.

Recommendation

The FMO would like to recommend the Board of Directors adopts Resolution 22-01- Resolution amending Ordinance 18-01 Adopting Cost-Based Fees and Rates for Fire Marshal's Office Fire Plan Review and Establishing Flat Rate Fees for Construction and Operational Permits.

**CLACKAMAS FIRE DISTRICT #1
RESOLUTION # 22-01
A Resolution Amending Ordinance # 18-01 Section G Adopting Cost-Based Fees and
Rates for Fire Marshal's Office Plan Review Fees and Establishing Flat Rate Fees for
Construction and Operational Permits**

WHEREAS, the Clackamas Fire District #1 Ordinance 18-01 adopts cost-based fees and rates for District-provided services and allows amendment of such fees and rates by Resolution; and

WHEREAS, ORS 478.410(4) authorizes the District to create and establish fees for any services provided by the District through the adoption of an ordinance; and

WHEREAS, ORS 478.310 authorizes the District to recover its reasonable actual expenses for responses in unprotected areas outside of the Fire District, including the contract or reasonable value of use, the repairs and depreciation of equipment, and other expenses reasonably incurred in furnishing firefighting or public safety services; and

WHEREAS, the amendments to Ordinance 18-01 Section G in this Resolution have been evaluated by the Board of Directors and they have approved such costs and fees as providing reimbursement for the actual costs of services, and permits provided by the District; and

WHEREAS, the Board of Directors and the Fire Chief shall at all times comply with the requirements that such rates and fees shall not exceed the actual cost of providing such services and permits; and

NOW, THEREFORE, the Clackamas Fire District Board of Directors hereby resolves as follows:

1. Amendment. The Clackamas Fire District Rates and Fee Schedule is hereby amended as shown on the attached Exhibit 1, which by this reference is incorporated into this Resolution.
2. Chief's Discretionary Authority Regarding Rates and Fees. The Clackamas Fire District Board of Directors authorizes the Fire Chief to exercise discretionary authority to decrease or waive the Rates and Fees on the Rates and Fee Schedule, on a case-by-case basis at his or her sole discretion. The Fire Chief is also authorized to impose the rates and fees in the Oregon State Fire Marshal's Cost Schedule on a non-hourly basis, as long as the District does not charge more than the actual cost of providing its services.
3. The Clackamas Fire District Board of Directors authorizes the Fire Chief, at his or her sole discretion, to adopt administrative rules as needed to further define how the Rate and Fees on the attached Rates and Fee Schedule and in the Oregon State Fire Marshal's Cost Schedule shall be charged, including but not limited to whether such rates and fees may be charged on a non-hourly basis, by using a flat fee, or by using staggered or graduated rates and fees, as long as the District does not charge more than the actual cost of providing such services.

Adopted this _____ day of _____ 2022

President, Board of Directors

Secretary, Board of Directors

The language below is to be added to Appendix A of Ordinance 18-01:

APPENDIX A

Fire and Life Safety Inspections and Reinspection's

Effective July 1st, 2022, a flat rate fee shall be imposed on the second reinspection (third site visit). The first initial inspection and first reinspection are at no cost.

A flat rate fee will be assessed beginning with the third site visit. If additional site visits are needed to gain fire code compliance, the flat rate fees will progress higher each visit. If fire code compliance is not achieved after the fourth reinspection, the Fire Marshal or delegate will notify The Office of the State Fire Marshal for assistance.

- 2nd reinspection: \$70.00
- 3rd reinspection: \$140.00
- 4th reinspection: \$560.00

If a business denies entry to a Fire Inspector or delegate for inspection purposes, an administrative warrant will be needed to proceed. All staff time, travel time, and other expenses associated with obtaining an administrative warrant will be billed per hour of time spent directly to the property owner or legal representative.

Construction Permits

Effective July 1st, 2022, a flat rate fee shall be imposed for newly proposed commercial properties. The fee will cover fire apparatus access and water supply plan review, building finals, certificate of occupancy inspections, pre-application meetings, and acceptance testing. Fee is to be paid at time of site plan submittal.

Commercial Rate: >10,000 sq.ft.=\$540.00
<10,000 sq.ft.=\$270.00

Effective July 1st, 2022, a flat rate fee shall be imposed for newly proposed residential properties. The fee will cover fire apparatus access and water supply plan review, pre-application meetings, and potential site visits. Fee is to be paid at time of site plan submittal.

Residential Rate: \$160.00

Additional Construction Permit Fees:

1. Extraction and Processing (OLCC approvals): \$320.00
2. Underground Fire Line Plan Review/Inspections (scope outside OSSC regulations):\$240.00

Operational Permits

Effective July 1st, 2022, a flat rate fee shall be imposed for the following permits. Fees are due at the time of the application. The following flat rates apply:

1. Haunted Houses: \$180.00
2. >400 sq.ft. Temporary Tents and Canopies: \$180.00
3. Explosives and Blasting: \$180.00
4. Events and Festivals >1,000 attendees: \$180.00
5. Fireworks, Retail Sales: \$35.00
 - a. Any revisions will be an additional \$25.00
6. Fireworks, Public Display: \$160.00
 - a. Any revisions will be an additional \$25.00
7. Fire Safety During Construction Inspections: \$160.00

EXHIBIT 1

Ordinance 18-01 is amended as follows:

18-01-Section G: “Fire Marshal’s Office Plan Review, Construction and Operational Permits”

A flat rate fee may be applied for fire and life safety inspections, reinspection's, plan review, pre-application meetings, fire protection acceptance testing, building finals, certificate of occupancy inspections, construction and operational permits identified in Appendix A. Additional fees may be applied for any District-incurred costs to obtain necessary inspection warrants, including attorney fees. Requests from contractors or business owners for new construction or maintenance inspections outside normal working hours may result in higher cost recovery fees due to the District’s increased personnel costs for such requests.

The Fire Chief may impose additional, amend, or revise the FMO flat rates fees at any time to ensure reasonable compensation is achieved.

The following language is hereby stricken from Ordinance 18-01 Section G:

~~g. Fire Code Inspection and Enforcement Fees~~

~~A cost-based fee for fire code inspections and code enforcement may be imposed for any fire and life safety occupancy inspections; for re-inspections for previously identified fire code violations; or for the documented actual costs of enforcing the fire code to correct previously identified violations as provided in this section. Fees assessed may include any District-incurred costs to obtain necessary inspection warrants, including attorney costs. Such fees will be based upon the actual cost of conducting such inspections, enforcing the code, or performing any related work and shall be calculated, if applicable, using the rates provided in Appendix A. Requests from contractors or business owners for new construction or maintenance inspections outside normal working hours may result in higher cost recovery fees due to the District’s increased personnel costs for such requests.~~

Clackamas Fire District #1

Memo

To: Board of Directors
From: Chief Financial Officer Mark Whitaker
Date: April 18, 2022
Re: Budget Committee Appointment

Action Requested

Staff requests the Board of Directors make an appointment to fill the vacancy on the Fire District's budget committee.

Background

State law, ORS 294.414, mandates the Fire District to have a budget committee that consists of ten members: the Board of Directors and five District voters who are appointed to the committee by the Board to serve three-year terms. A single assignment on the committee, currently occupied by Charles Gallia, expires this month.

Recommendation and Why

Staff recommends the Board of Directors appoint Charles Gallia to an additional three-year term. Mr. Gallia has been an insightful and valuable member of the committee and has expressed interest in serving again.

Memorandum

TO: Board of Directors
FROM: Assistant Chief Stewart
CC: Fire Chief Nick Browne
DATE: April 13, 2022
RE: Intergovernmental Agreement to Provide Services to Gladstone

Action Requested

Requesting the Board of Directors authorize the fire chief to execute the “Intergovernmental Agreement Between City of Gladstone and Clackamas Fire District #1 for All Fire Protection and Emergency Medical Services” and the accompanying “Exhibit A: Employee Transfer Agreement.”

Background

The City of Gladstone approached Clackamas Fire in the fall of 2021 to discuss service options. Clackamas Fire and the Gladstone Fire Department have a long history of sharing resources and responding together. Clackamas Fire has provided Gladstone with fleet services since 2016 and fire prevention services since 2021.

Both agencies will see distinct benefits from the increase in response reliability and capability, consistency of operations across jurisdictional boundaries, and efficiencies in the management of their services.

Clackamas Fire is familiar with the new service area - in 2021, Clackamas Fire was dispatched on 15% of Gladstone Fire incidents and arrived on over 10% of them. This agreement provides the opportunity to improve services enhances our effective response force capabilities into some of Clackamas's most densely populated areas. It also adjusts first-due apparatus responses as the Gladstone fire station is closer to over 3000 Clackamas Fire addresses.

Notable timelines in the development of the proposal.

- On September 28, 2021 – the City of Gladstone held a work session and directed staff to discuss cost-neutral services with Clackamas Fire.
- On October 2, 2021 – the City of Gladstone and Clackamas Fire held an interagency committee meeting. The committee guided staff to discuss cost-neutral services and begin the framework of an intergovernmental agreement.

- On February 22, 2022 – The City of Gladstone conducted a special session on fire and emergency services. The City then directed its staff to prepare an IGA for its consideration.
- On April 5, 2022 - The District's Interagency Committee discussed the draft IGA.
- On April 12, 2022 - The City of Gladstone city council approved the agreement.

Key Aspects of Agreement

- Five-year contract consisting of an Initial Term (12-months) and two automatic Renewal Terms (each 24-months). Initial Term begins July 1, 2022.
- Provides for beginning services prior to initial term at the same daily rate. This could be as soon as June 1, 2022.
- Staffing: Gladstone station 24/7 with three firefighters (at least one a paramedic).
- Other services: commensurate with Clackamas Fire practices.
- Career employees' experience and qualifications will be evaluated and employees will be assigned appropriately.
- Paid-On-Call firefighters in good standing will be offered volunteer positions.
- Establishes a Joint Oversight Review Committee with the recommendation to meet monthly for six-months and then quarterly thereafter.

Budget Implications

Direct expenditures for the initial year are estimated at \$1,837,190 and revenue will be \$2,150,000. The revenue will increase at Gladstone's AV growth annually.

Gladstone is also transferring ownership of its 2020 Pierce Velocity pumper to additionally compensate Clackamas Fire for services. In the event the contract is terminated, Gladstone may purchase the pumper at a depreciated value. For example, if the contract ends on July 1, 2025, Gladstone may purchase the engine for \$349,250.

Potential Issues

There are no substantive hurdles to providing services once implemented. There are two issues should the contract be terminated, or a successor agreement not be reached: separating services and managing our FTE count.

Clackamas Fire demonstrated success in transitioning away from servicing Estacada Fire and will model any future transition on that process.

The 12-month termination notice provides Clackamas Fire with opportunity to adjust hiring to help the District absorb the nine FTEs supported by the Gladstone IGA.

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF GLADSTONE
and CLACKAMAS FIRE DISTRICT #1 FOR
ALL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

This Intergovernmental Agreement is entered into by and between City of Gladstone (“CITY”) and Clackamas Fire District #1 (“DISTRICT”) pursuant to ORS Chapter 190. It supersedes all other existing agreements for services between the parties (Fleet Services and Fire Prevention). This Intergovernmental Agreement (the “Agreement”) is entered into under the authority granted to the parties by ORS 190, which authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agencies, have authority to perform.

The parties agree as follows:

1. Term. The term of this Agreement begins on the date mutually agreed upon by the parties, but not later than July 1, 2022, and terminates on July 1, 2023 (“Initial Term”). This Agreement shall automatically renew for two consecutive two-year terms (“Renewal Terms”) unless terminated by either party as provided for in Section 12: Termination.
2. Scope of Services. DISTRICT agrees to provide fire protection, fire prevention, emergency medical services, and other services to CITY generally consistent with the services currently provided within DISTRICT (“Services”). However, in providing Services, DISTRICT will assign priority to the Services by taking into consideration both Parties’ environment, timelines, and needs, as well as DISTRICT’s own obligations, policies and procedures, as they may be changed from time to time. DISTRICT agrees to:
 - A. Provide fire protection and emergency medical services throughout CITY boundaries in a manner consistent with this Agreement and within the staffing guidelines established in Appendix ‘A’, including the use of DISTRICT’S vehicles, equipment, apparatus and sufficient personnel to operate the vehicles, equipment and apparatus. These Services shall be provided subject at all times to DISTRICT’s priorities and needs to assure adequate fire protection and emergency medical services to DISTRICT. Under this condition, if the demands of CITY exceed DISTRICT’s capability to provide Services under this Agreement DISTRICT agrees to use mutual aid agreements as may be necessary to supplement DISTRICT’s vehicles, equipment, apparatus and personnel.
 - B. Use due diligence to maintain continuous (twenty-four hours per day, seven days per week) fire protection and emergency medical services, which shall at least be consistent with Appendix A. Subject at all times to the Indemnification and Insurance provisions herein, under no circumstances is DISTRICT liable to CITY for an interruption or failure of service caused by acts of God, unavoidable accident, or other circumstances beyond the control of DISTRICT

- C. Participate in mutual and automatic aid agreements with fire protection providers that are contiguous with DISTRICT.
 - D. Provide CITY with regular reports and evaluations of the Services under this agreement.
 - E. Inform CITY of all new developments, issues, or concerns affecting the SERVICES of this AGREEMENT.
 - F. Provide upkeep of the CITY's Fire Station and is responsible for any DISTRICT caused damage. For the purposes of this paragraph, the term "upkeep" means general day to day cleaning, pest control, minor repairs to fixtures and appliances, light bulb and HVAC filter replacements and other typical tasks necessary to generally keep the Fire Station in good working order and condition. DISTRICT agrees to inform CITY as soon as practical of any deterioration or malfunction that may necessitate CITY's intervention under its maintenance and repair obligations. For the purposes of this Agreement, the term "Fire Station" includes everything on the tax lot located at 555 Portland Ave. Gladstone, 97027. Including but not limited to the structure, parking lot and grounds.
 - G. The DISTRICT shall pay for all utilities for the CITY Fire Station except for the solid waste disposal. Due to sharing solid waste disposal services with Clackamas County for the Library, the CITY shall continue providing solid waste disposal services at the current service level. The cost associated with solid waste disposal will be mutually determined by July 1st for the following fiscal year. This amount will be credited to the CITY toward the total compensation amount on a quarterly basis as described in section 5 G.
3. In receiving services from DISTRICT, the CITY agrees to:
- A. Compensate the District as described in Section 5: Compensation.
 - B. Provide the DISTRICT sole use of the CITY's Fire Station. The CITY will maintain and repair the Fire Station and shall maintain the facility in a state of good repair. The CITY shall complete the remodel of the Fire Station as early as practicable. CITY shall pay for property insurance for the CITY Fire Station. For the purposes of this paragraph, the phrase "maintain and repair" means activities that go beyond day-to-day upkeep, such as structural and roofing repairs, HVAC system issues, major repairs to or replacement of mechanical, electrical, life safety and plumbing systems, and other activities that are necessary to ensure that vital services are working.
 - C. The CITY will complete a visual mold inspection and an air mold test prior to June 1, 2022. The CITY will complete all remediation needed to bring mold into normal limits.

- D. As soon as practicable, update and equip the Fire Station to the standards in Appendix D: District Facility and Equipment Standards.
- E. Update the Fire Station and its systems (e.g., HVAC) as requirements for facility design and/or performance changes are mandated at the state or federal level.
- F. Continue to rent and insure the apartment, located at 145 E Dartmouth St, Gladstone, 97027 (“rented apartment”), as crew quarters for at least one-week past full completion of the station remodel to provide the District opportunity to move in to the Fire Station and to surface clean the rented apartment. The CITY will provide the DISTRICT sole use of the rented apartment. The CITY shall be responsible for any damage to the rented apartment prior to the DISTRICT taking possession.
- G. Continue to lease and insure the fire department office, located at 540 Portland Ave, Gladstone, 97027 (“leased office”), through August 30, 2022. The CITY will provide the DISTRICT sole use of the leased office from the start of the term through August 30, 2022. The Parties agree to review CITY’s lease by September 1, 2022 and identify needs and opportunities for the fire department office.
- H. Provide and maintain a generator for the Fire Station of at least current capacity unless otherwise mutually agreed upon. The DISTRICT agrees to inspect and test the generator on a regular basis as determined by the DISTRICT, provided that nothing herein is intended or prohibits the CITY from inspecting and testing the generator as necessary for maintenance and repair.
- I. Provide the DISTRICT sole use of the CITY’s fire department vehicles and apparatus as enumerated in Appendix B. The DISTRICT will maintain and repair those vehicles and apparatus in the same manner which DISTRICT maintains and repairs DISTRICT-owned vehicles and apparatus. The CITY agrees to not sell any vehicle or apparatus which are part of the agreement without first consulting and receiving the mutual agreement of the DISTRICT. If CITY decides to sell or transfer ownership of SERVICES-related vehicles or apparatus not enumerated in Appendix B, CITY shall offer DISTRICT a right-of-first-refusal to purchase all such vehicles and apparatus during and for one year after the end of this Agreement. CITY shall give DISTRICT not less than 30 day’s prior written notice of CITY’s intent to dispose of any such property and DISTRICT shall have not less than 60 days from the receipt of CITY’s notice of intent to dispose to respond in writing regarding whether it wishes to exercise its right of first refusal.
- J. Not require the DISTRICT to perform tasks or engage in efforts beyond the scope of the SERVICES, including but not limited to the performance of tasks, which are or are hereafter specifically reserved by law for any other governmental

agency.

K. To the fullest extent possible, CITY staff will notify DISTRICT of any developments or issues concerning the Agreement in advance of any public announcement on the subject.

4. Identity. The DISTRICT shall take reasonable steps to maintain the identity of Gladstone Fire, including but not limited to identifying Gladstone Fire on the Gladstone Fire Station, on apparatus regularly assigned to the Gladstone Fire Station, in promotional, website, social media, and educational materials. Nothing in this paragraph is intended to prohibit DISTRICT from also identifying itself as the service provider for Gladstone Fire. In addition, the CITY agrees to identify DISTRICT as its service provider for fire, EMS, and rescue services in CITY promotional, website, social media, and educational materials that relate in whole, or in part, to the services provided for under this AGREEMENT.

5. Compensation.

A. CITY agrees to pay DISTRICT FIVE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$5,890) per day of service through June 30, 2022.

B. CITY also agrees to pay DISTRICT the amount of TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$2,150,000) for fiscal year 2023 for the services provided from the beginning of July 1, 2022 through June 30, 2023.

C. CITY also agrees to pay DISTRICT the product of the amount paid in fiscal year 2023 multiplied by the sum of one plus assessed valuation growth for CITY for fiscal year 2024 for services provided beginning July 1, 2023 through June 30, 2024. For the purposes of illustration only, if the assessed valuation growth for the CITY is 3.25%, then the amount CITY would pay to DISTRICT for SERVICES in fiscal year 2024 is \$2,219,875 ($\$2,150,000 + (2,150,000 \times 3.25\%) = \$2,219,875$).

D. CITY also agrees to pay DISTRICT the product of the amount paid in fiscal year 2024 multiplied by the sum of one plus assessed valuation growth for CITY for fiscal year 2025 for services provided beginning July 1, 2024 through June 30, 2025.

E. CITY also agrees to pay DISTRICT the product of the amount paid in fiscal year 2025 multiplied by the sum of one plus assessed valuation growth for CITY for fiscal year 2026 for services provided beginning July 1, 2025 through June 30, 2026.

F. CITY also agrees to pay DISTRICT the product of the amount paid in fiscal year 2026 multiplied by the sum of one plus assessed valuation growth for CITY for

fiscal year 2027 for services provided beginning July 1, 2026 through June 30, 2027.

CITY agrees to pay DISTRICT the amount set forth in Section 3.A-F, less the credit for solid waste services, in equal quarterly installments payable on the 1st day of each quarter beginning July 1, 2022. For fiscal years 2023-24 through 2026-27, the first quarter payment (July 1st) and second quarter payment (October 1st) shall be estimates until the Clackamas County Tax Assessor finalizes assessed values for the fiscal year. The appropriate amounts shall be computed as described in Sections 5.C. through 5.G and reconciled with the third quarter payment (January 1st).

G. As additional consideration for Services provided, City agrees to transfer ownership to DISTRICT the 2020 Pierce Velocity pumper (VIN# 4P1BAAFF0MA022434).

H. Other Compensation Terms:

- 1) If, during the term of this AGREEMENT the taxing authority of DISTRICT and / or CITY is limited by a State-wide ballot measure, Legislative action, a Court decision, any other reason, and if, as a result of the tax limitation, DISTRICT is unable to provide the level of service described in Section 2 above, or if CITY is unable to pay DISTRICT for the established levels of service, the parties agree to renegotiate this agreement in good faith or to agree to an earlier termination of this agreement.
 - 2) If, during the Initial Term of this AGREEMENT, the CITY puts to the voters and does not pass a local tax option measure for not less than \$0.31 per thousand of total assessed valuation, and the CITY is unable to pay DISTRICT for the established levels of SERVICES, the parties agree to renegotiate amendments to this agreement in good faith to reduce the level of SERVICES provided by the DISTRICT or agree to an earlier termination of this agreement.
 - 3) CITY agrees to appropriate funds to pay the contract fee in a timely manner. If CITY fails at any time to appropriate the funds necessary for this Agreement, this agreement will terminate upon not less than thirty (30) days written notice from DISTRICT notwithstanding the provisions of Section 13.
6. Grants. CITY and DISTRICT agree to cooperate on existing grants and grant opportunities which support SERVICES.
- A. CITY agrees to continue managing any grants awarded to the CITY or the Gladstone Fire Department which have not been closed out as of the date of this agreement. Such grants are listed in Appendix C: Grants.

- B. CITY agrees to allow and to cooperate with the DISTRICT to apply for grants which support SERVICES. DISTRICT agrees to allow and to cooperate with the CITY to apply for grants which support SERVICES. Each party agrees to assist with grant management requirements for the other party provided that both parties agreed to applying for the grant.
 - C. CITY agrees to share any future, non-discretionary revenue from county, state, and national programs, which are specifically intended to provide relief from or assistance with natural or manmade disasters such as the COVID-19 pandemic for fire service related activities. The CITY will provide a portion of such revenue to the DISTRICT based on the following calculation: annual compensation to the DISTRICT divided by the CITY's budgeted general fund expenditures for the fiscal year of the application or request deadline. This shall be excepted for any circumstance where there is dedicated funding to fire districts within the same program.
6. Legal Advice. Each Party shall consult their own respective legal counsel, as they deem necessary. For actions involving both jurisdictions each Party's attorneys may collaborate as appropriate. Cost of their respective counsel will be borne by the respective agency.
7. Employees
- A. Permanent, Full-Time Employees. The transfer of the three career employees of CITY shall be subject to the terms and conditions expressed in EXHIBIT A, Employee Transfer Agreement.
 - B. Paid-On-Call Employees. All Paid-On-Call fire department employees of CITY shall be released from employment no later than 7:29 a.m. on the start of this AGREEMENT's term. All members in good standing as determined by the Gladstone Fire Department fire chief as of April 19, 2022, and meeting the conditions of this section, shall be offered volunteer positions with DISTRICT effective the start of Agreement's term, should they remain in good standing as determined by the Gladstone Fire Department fire chief.

Before transfer, DISTRICT and CITY will ensure those individuals have met all medical, fitness and other requirements as determined by DISTRICT. Any individual who does not successfully complete the requirements for suppression volunteer will be required to comply with DISTRICT policies and procedures to improve their medical / fitness condition in order to satisfy DISTRICT requirements for suppression volunteers. Individuals failing to meet DISTRICT's suppression volunteer requirements may alternatively request a support volunteer position if the requirements for the support volunteer position are met. Failure to meet DISTRICT'S requirements for either a suppression or support volunteer position will disqualify an individual to transfer into a volunteer position.

Individuals failing to meet DISTRICT requirements may apply for a volunteer position with DISTRICT in the future.

Any and all liabilities related to a Paid-On-Call employees incurred before transfer remain the sole responsibility of CITY.

8. Facilities and Equipment.

A. Facilities and Equipment: CITY shall provide the City-owned or leased fire protection and emergency medical services facilities and equipment listed in Appendix B to DISTRICT for its sole use. CITY shall retain ownership of CITY-owned facilities and equipment and shall pay for capital improvements and capital and durable assets as determined by DISTRICT standards as identified in Appendix D: DISTRICT FACILITY AND EQUIPMENT STANDARDS. If CITY decides to sell or transfer ownership of SERVICES-related facility or equipment not already provided to the DISTRICT under this agreement, CITY shall offer DISTRICT a right-of-first-refusal to purchase all such facilities and equipment during and for one year after the end of SERVICES. CITY shall give DISTRICT not less than 30 days' prior written notice of CITY's intent to dispose of any such property and DISTRICT shall have not less than 60 days from the receipt of CITY's notice of intent to dispose to respond in writing regarding whether it wishes to exercise its right of first refusal.

B. Inventory: To ensure taxpayer assets are properly managed, the CITY and DISTRICT will conduct an inventory of the Fire Station, fire department office, apartment, apparatus, and any other CITY property that holds equipment, furnishings, et cetera that will be provided to DISTRICT for its use under this agreement. The inventoried items will be cataloged as follows:

- 1) Prior to July 1, 2022, DISTRICT and CITY will develop an agreed upon inventory list of all CITY assets and determine condition at time of inventory.
- 2) Prior to July 1, 2022, DISTRICT and CITY will determine which inventoried equipment, furnishings, et cetera will be:
 - (1) provided to DISTRICT for its sole use during the term of this AGREEMENT but for which the CITY retains ownership, and
 - (2) retained by the CITY and not used by the DISTRICT. The CITY shall coordinate with the District and remove such equipment from the Fire Station and apartment no later August 30, 2022.

9. Joint Oversight Review. A committee composed of six representatives - two elected representatives from the CITY, the CITY's City Administrator or designee, two elected representatives from the DISTRICT, and the DISTRICT's fire chief or

designee - shall jointly consider the services provided, policy development, budget development, and financial aspects of the Agreement. The Joint Oversight Committee shall meet at least monthly for the first 6-months of the agreement and quarterly thereafter unless otherwise mutually agreed upon. Each party's Joint Oversight Committee members shall serve as liaisons to the other party's governing body.

10. Planning Coordination. CITY and DISTRICT agree to cooperate in good faith as described in Oregon Revised Statutes Chapter 195. DISTRICT will participate in all comprehensive planning, plan amendments, and amendments to land-use regulations within CITY.

11. Hold Harmless and Insurance.
 - A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, CITY and DISTRICT shall mutually hold each other harmless and indemnify each other, their respective Directors, employees, volunteers and authorized agents, all of whom were acting within the proper scope of their authority, against any and all costs, claims, actions, damages, losses and expenses (including all attorney(s) fees and costs), arising out of or related to the provision of the Services under this Agreement. Notwithstanding the immediately preceding, neither Party nor any elected and appointed official, officer, employee, volunteer, or agent thereof shall be responsible for any claims, damage or liabilities occurring by reason of the willful misconduct of the other party, their officers, employees, volunteers or agents or for any breach of contract claims regarding this Agreement.

 - B. Both Parties agree to maintain insurance coverage in the minimum amounts necessary under the Oregon Tort Claims Act to cover public body liabilities and to name each other as an additional insured.

12. Termination. Except as otherwise provided herein, this Agreement may be terminated by either Party by giving twelve (12) months prior, written notice to the other Party. DISTRICT may terminate this Agreement with 60 days' written notice for CITY's failure to pay compensation as provided herein. In the event of such termination, DISTRICT shall provide CITY a reasonable opportunity to remedy the non-payment. This agreement may also be terminated upon mutual written agreement of both Parties.
 - A. Should the CITY not put forward during the Initial Term its fire levy, or should the levy not be approved by the voters, for at least thirty-one cents (\$0.31) per thousand of assessed valuation, and the CITY is unable to pay DISTRICT for the SERVICES covered by this agreement from other revenue sources, then the DISTRICT reserves the right to terminate this agreement with six-months' notice.

 - B. Upon termination of this Agreement with twelve months written notice, the CITY may purchase the 2020 Pierce Velocity at its depreciated value which shall be prorated to the last day of services based on the following schedule:

City of Gladstone and Clackamas Fire District #1 Contract for Services

July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
\$539,750	\$476,250	\$412,250	\$349,250	\$285,750	\$222,250

13. Primary Agreement. This agreement shall serve as the "Primary Agreement" for fire and emergency medical services. Upon signing, the parties agree that this Agreement shall supersede all other Agreements between the parties, including but not limited to the intergovernmental agreements between the parties entered into on April 21, 2021 and July 21, 2020 (amended) for Fire Marshal and Fleet Services, respectively.

14. Discrimination. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

15. Waiver of Breach. A waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

16. Applicable Laws. At all times during the term of this Agreement, DISTRICT and CITY shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of Oregon, including all agencies and subdivisions thereof.

17. General Provisions. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:
 - A. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

 - B. Time is of the essence of this Agreement.

 - C. Unless otherwise specified in this agreement, any action authorized or required to be taken by DISTRICT shall be taken by its governing body or Fire Chief.

 - D. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

 - E. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

18. Dispute Resolution. The parties desire, if possible, to resolve disputes, controversies, and claims (“Disputes”) arising out of this Agreement without litigation. To that end at the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives.

A. If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the Dispute shall be submitted to non-binding mediation with a mediator chosen by mutual agreement of the parties or, in the absence of such agreement, with a mediator appointed by the presiding judge of the Circuit Court for Clackamas County.

B. Each party shall bear its own cost of these dispute resolution procedures. The parties shall equally share the fees of the mediation and the mediator.

C. In the event the disputes or claims cannot be resolved under the above process, the dispute or claim shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland, and shall be conducted in Clackamas County, Oregon, unless otherwise agreed to by the parties.

19. Notice. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his or her successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given at the address below. Alternatively, an electronic communication shall be deemed written notice if sent to the electronic mail address specified below by the receiving party under separate cover. Electronic notices shall be deemed received at the time the party sending an electronic notice receives verification of receipt by the receiving party.

Clackamas Fire District #1
Fire Chief
11300 SE Fuller Road
Milwaukie, OR 97222
nick.browne@clackamasfire.com

City of Gladstone
City Administrator
18505 Portland Ave.
Gladstone, OR 97027
betz@ci.gladstone.or.us

20. Captions. The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. Time Computation. Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period or duration for the performance is prescribed and fixed herein, the time shall be computed to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

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

Clackamas Fire District #1

City of Gladstone

By: _____

By: _____

Title: Fire Chief

Title: City Administrator

Date: _____

Date: _____

Service Level
Appendix A

Service Delivery

DISTRICT will incorporate the City of Gladstone wholly into its services - providing the same response to incidents in CITY as DISTRICT provides within its legal boundaries. DISTRICT will incorporate the apparatus and staffing located in the City of Gladstone into its response in the same manner which it provides across the DISTRICT. The fire engine and staffing in Gladstone Staffing will initially include the following and may be modified based on service level criteria changes:

Gladstone Community Fire Station – 9 FTEs (3 personnel assigned per shift, at least one of whom will be a paramedic, 24/7).

DISTRICT will provide 24/7 Chief Officer coverage to CITY for the command and control of emergencies and other assigned duties within CITY. This coverage will come from either DISTRICT's north, south or east Battalion Chief.

Emergency Medical Services

DISTRICT shall staff and equip each career response unit to an Advanced Life Support (ALS) paramedic level. Each volunteer suppression response unit will be staffed with a minimum Basic Life Support (BLS) EMT-Basic. Provide Emergency Medical Services (EMS) oversight to include training, quality assurance, quality improvement, recertification, pilot projects, research, medical direction, and other EMS activities as determined by DISTRICT and DISTRICT's designated Medical Director and staff.

Fire Prevention Services

Fire and Life Safety Inspection services include: inspections of all District-identified target hazards at least once per year and inspections in general business occupancies as determined by the DISTRICT inspection priority rating system. Target hazards include nursing homes, hospitals, schools and industrial facilities that utilize hazardous materials or conduct hazardous operations and similar occupancies. General business inspections include office complexes, retail outlets, and similar businesses.

Fire Investigation services will be provided and include on-call 24/7 as resources are available. DISTRICT fire investigators may wholly conduct investigations or cooperate in investigations with other agencies (e.g., Bureau of Alcohol, Tobacco, Firearms, and Explosives).

City permitting and event safety review and support shall be provided on an as-needed basis.

Engineering services will be provided and include: reviewing building and construction plans for compliance with applicable fire codes and ordinances within CITY, review and propose fire codes and ordinances for adoption by CITY and perform fire inspections. The DISTRICT reserves the right to charge for access and water supply plan review and recover costs under its cost recovery ordinance.

Record-keeping services will be provided and include: Maintaining, for the CITY, adequate records of activities as may be required by the Insurance Services Office and the Oregon State Fire Marshal.

Risk reduction and education efforts will be provided and may include: social media outreach, web-based engagement, civic group participation, presentations at schools, and other community events. These programs and activities will be consistent with current DISTRICT programs.

Specialized Rescue

DISTRICT shall provide Hazardous Materials, Water Rescue, and Technical Rescue services as part of a regional approach, in cooperation with local, regional, state, and federal agencies.

Community Liaison/Community Involvement

DISTRICT shall provide a public information officer (PIO) on-call 24/7, as resources are available. Community involvement will include participation and involvement in key organizations as mutually defined by CITY and DISTRICT.

Emergency Management

DISTRICT shall support emergency and disaster risk reduction, response, mitigation, and recovery through emergency management efforts focused fire and EMS connected functions. This includes coordination and collaboration with the CITY on expected and unexpected events, for example: developing incident actions plans in coordination with Gladstone Police Department and providing staffing at CITY EOC when requested and mutually deemed appropriate. Specific responsibilities are identified in the Clackamas County Emergency Operations Plan.

City of Gladstone and Clackamas Fire District #1 Contract for Services

Schedules of Vehicles and Apparatus
Appendix B

To be completed by GFD and CFD1 prior to the Initial Term

Schedule of Vehicles	
Vehicle Year, Make and Model	Vehicle Identification Number (VIN)
2020 Pierce Velocity	4P1BAAFF0MA022434
2014 Pierce Velocity	4P1CV01A2EA0144644P1BAAFF0MA022434
2011 Pierce F-550 Contender	1FDAW5HT7BEA06975
2012 Ford F-350	1FT8W3B61CEA07714
2016 Ford Explorer Police Interceptor	1FM5K8AR7GGB65780
2016 Ford Explorer Police Interceptor	1FM5K8AR9GGB65781

Schedule of Capital and Durable Goods		
Equipment	Description	Quantity
All equipment customarily located on Gladstone Fire Department apparatus and vehicles excluding SCBAs and bottles		
Personal Protective Equipment		
Uniforms		
Firefighting Equipment		
Radios, Portable		
Radios, Mobile		
Radios, Base		
US Digital Phoenix G2 Station Alerting System		
Bauer SCBA/Bottle filling compressor System		

Grants
Appendix C

To be completed as applicable by GFD prior to the Initial Term

Grant	Status	Equipment
None	N/A	N/A

District Facility and Equipment Standards
Appendix D

Turnout Storage Room

A storage room of sufficient size to accommodate no less than twelve firefighters' structural turnouts, spare turnouts, and specialty rescue gear will be provided. The space will have power ventilation, lights, and a door to seal it from the apparatus bay.

Workout Facility

A workout space of sufficient size to accommodate the equipment below and multiple users at one time will be provided. The ideal space would have power ventilation, lights, and a door to seal it from the apparatus bay. The workout facility will include the following items which are required at every DISTRICT career Fire Station:

All cardiovascular and strength equipment must be **COMMERCIAL** grade equipment.

Cardiovascular Equipment: must be COMMERCIAL grade

Each Fire Station will have at least three pieces of the following CV equipment

- Treadmill (REQUIRED as one piece of equipment)
- Stair climber
- Indoor Cycle
- Rower

Strength Equipment: must be COMMERCIAL grade

- Power rack w/lat attachment OR Power rack AND stand alone lat machine
- Power rack/lat machine attachments
 - Lat attachment/Leg attach (*if don't have standalone lat pull*)
 - Lat Pull Bar
 - Chinning Triangle
 - Triceps Rope
 - Triceps Straight Bar
 - Dip Handles
 - Single Cable Handle
- Standalone lat pull (*if not part of the power rack*)
- Dumbbell rack 48"
- Benches

- Multi-angle bench
- Dumbbells
 - 10-30 lbs dumbbells (5lb increments)
 - 40lb, 50lb, 60lb and 70lb dumbbells
 - 3lb, 5lb and 8lb dumbbells
- Bars
 - Olympic bar (2)
 - Olympic curl bar
 - French Press Triceps bar
 - Clips for bar (4)

- Olympic Weights
 - Olympic weight set (2- 45lb, 35lb, 25lb, 10lb, 2.5lb; 4- 5lb)
 - Bumper plate set (if workout room is on ground floor, otherwise 2nd Olympic weight set)
 - 210lb set: 2-45lb, 35lb, 25lb
 - Weight tree

Other Equipment: Home-use grade is acceptable

- Core
 - BOSU ball
 - Stability ball
- Mats
 - Black foam exercise mat (As many as career crew members on one shift)
- Tubing
 - Slastix (red, yellow)
 - 1 set Superbands (green, purple, black)
- Mobility
 - Foam roller
 - Yoga strap
 - Yoga brick
- Other
 - Jump rope
 - Battling rope
 - Plyo Box (wood and/or foam)

Exhibit A - TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS FIRE DISTRICT #1 AND THE CITY OF
GLADSTONE, AND IAFF Local 1159

EMPLOYEE TRANSFER AGREEMENT

This Employee Transfer Agreement (“Agreement”) is entered into by and between Clackamas Fire District #1 (“DISTRICT”), the City of Gladstone (“CITY”), and IAFF Local 1159.

Section 1: Transfer of Employees

- A. All three current full-time employees of CITY’s fire department shall transfer to DISTRICT at the start of the term at 7:30 a.m. (“Date of Transfer”) and shall become full-time employees of DISTRICT. Employees’ transfer rights will be determined per ORS 236.605 to 640 and the terms of any applicable collective bargaining agreement. Before transfer, DISTRICT and CITY will ensure those employees have met all medical, fitness and other requirements as determined by DISTRICT. Any CITY employee who does not successfully complete those requirements will be required to comply with DISTRICT requirements, policies and procedures at the time set by DISTRICT. Failure to meet DISTRICT’S requirements may affect that CITY employee’s position on transfer or may be cause not to transfer the employee.
- B. No later than seven (7) days before the Date of Transfer, the CITY will provide to DISTRICT an electronic version of each Transferring Employees'personnel file/employment records, as maintained by the CITY’S Human Resources Department.

Section 2: Wages

- A. DISTRICT agrees to place each Transferring Employee’s salary or hourly wage rate at a rate at least equivalent to the Transferring Employee’s salary with the CITY, as of the Date of Transfer. This salary or hourly wage rate will be for a period of twelve (12) months immediately following the Date of Transfer, as long as the Transferring Employee remains employed by District.
- B. After the first twelve (12) months of employment with DISTRICT following theDate of Transfer have passed, DISTRICT agrees to place the Transferring Employee(s) who remains employed by the DISTRICT at the closest salary or hourly wage for the position, as designated under DISTRICT’S then currentclassification and salary

schedule.

Section 3: Accrued Leaves

- A. At the option of the Transferring Employee, which must be made on or before May 31, 2022 ("Election Date"), the Transferring Employee may elect to transfer any accrued and unused sick leave and may retain accrued vacation leave up to a maximum of ninety-six (96) hours. Between the Election Date above and the Date of Transfer, any vacation leave hours or sick leave hours used by a Transferring Employee will result in a reduction of the transferred balance by an equivalent number of hours. During that period between the Election Date and the Date of Transfer, an employee will not be permitted to exceed the number of accrued and unused vacation leave hours and/or accrued and unused sick leave hours; in such a circumstance, the employee will be in a leave without pay status for any vacation leave hours and/or sick leave hours that go beyond the accrued amount.
- B. On the Date of Transfer, the CITY will liquidate and pay out to the Transferring Employee any accrued and unused compensatory time or vacation time that the Transferring Employee has elected for payout, consistent with any applicable statute and/or applicable collective bargaining agreement.
- C. At the time of transfer, the CITY agrees to pay to DISTRICT, by June 30, 2022 a sum equal to the number of hours of retained sick leave and vacation leave by each transferred employee times the employee's hourly rate of pay as of the last day of employment with the CITY.

Section 4: Seniority

- A. Seniority of Transferring Employees will be in accordance with ORS 236.620(1)(c). Transferring Employees shall retain the seniority they accrued while employed by CITY. Effective on the Date of Transfer and pursuant to ORS 236.620 (1), Transferring Employees will be placed on the DISTRICT's employee roster and the roster shall be consolidated into a single seniority list. The transferred employees shall maintain their CITY date of hire (seniority) for purposes of determining benefits, layoffs, and leave accrual, except that no DISTRICT employee shall be demoted or laid off by reason of that seniority at the time transfer occurs.
- B. If a Transferring Employee and a current DISTRICT employee have the same classification seniority, seniority shall be determined by each

employee's date of hire. If the dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the Transferring Employee shall be placed below the DISTRICT employee on the seniority list.

Section 5: District Standards

- A. The transferred employees shall be subject to all DISTRICT work standards, policies, and procedures and the applicable DISTRICT collective bargaining agreement as of the date of transfer.
- B. Following the date of transfer, a transferred employee will accrue and be granted leave according to the rules of DISTRICT or any applicable DISTRICT collective bargaining agreement.
- C. Following the date of transfer, transferred CITY employees will be subject to the same privileges, including benefits, hours, and conditions of employment, and will be subject to the same regulations, as other DISTRICT employees.

Section 6: Retirement

- A. The parties agree that both entities participate in PERS, and that pursuant to ORS 236.620, all Transferring Employees are able to participate in the same retirement system at the DISTRICT that they are at the CITY. Therefore no election need be made regarding participation in a retirement system.
- B. Allocation of PERS Liability / Assets pursuant to ORS 236.610(7) and 238.235. The Public Employees Retirement System ("PERS") employer actuarial liabilities and assets of the transferred employees prior to transfer shall remain the responsibility of CITY. For the purposes of this section, "PERS employer actuarial assets" and "PERS employer actuarial liabilities" have the meanings set forth in Oregon Administrative Rule 459-009-0350.
- C. The parties agree that all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees from their date of hire with the CITY through the last date of CITY employment, shall be attributable to and the responsibility of the CITY, and all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees on and after the Service Date, shall be attributable to the DISTRICT.

Section 7: Health Insurance Other Benefits

- A. DISTRICT agrees to provide to Transferring Employees on the Date of

City of Gladstone and Clackamas Fire District #1 Contract for Services

Transfer, the health insurance and benefits, hours, conditions, and privileges, as its other similarly classified employees, subject to the same collective bargaining agreement.

- B. Nothing contained herein, either expressly or implied, shall confer upon any Transferred Employee or any other employee or legal representatives thereof any contractual rights of continued employment.

Section 8: Other Terms

- A. This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of CITY employees to the DISTRICT. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of the parties.
- B. The parties agree that the transfer of employees from the CITY to the DISTRICT, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.
- C. At the end of this Agreement, any employees or volunteers transferred under this Agreement shall be subject to ORS 236.640, which provides a right of return to the original employer if the employee so desires if the employee has remained an employee of the transferee employer in good standing to the termination of the agreement.

IAFF Local 1159

By: _____

Date: _____

CITY OF GLADSTONE

By: _____

Date: _____

CLACKAMAS FIRE DISTRICT #1

By: _____

Date: _____

Clackamas Fire District #1

Memo

To: Board of Directors

From: Chief Nick Browne

Date: April 10, 2022

Re: Station 19 Annexation into Happy Valley

Action Requested

Ratification from the Board of Annexing Station 19 off Damascus Lane into Happy Valley.

Background

Fire Station 19, currently in unincorporated Clackamas County, sits on Damascus Lane intersecting with Foster Road, which is in Happy Valley (See Attached Map). Over the years, Clackamas Fire in addition to Station 6 has annexed Stations 5, 7, 8 into Happy Valley as a strategic partner. Through communication with the City of Happy Valley and through confirmed email correspondence from the Planning Division, Damascus Lane would be cherry stemmed into Happy Valley based on their annexation policy should the Fire District annex into the City. Station 19 also sits within Happy Valley's UGMA (urban growth management area) which has been approved by the City and the County. When discussing this matter with the Interagency Committee, consisting of President Joseph and Director Syring, they both recommended the Fire District annex Station 19 into the Happy Valley.

Policy Implications

There are no policy implications should the Board approve and ratify the decision to annex.

Budget Implications:

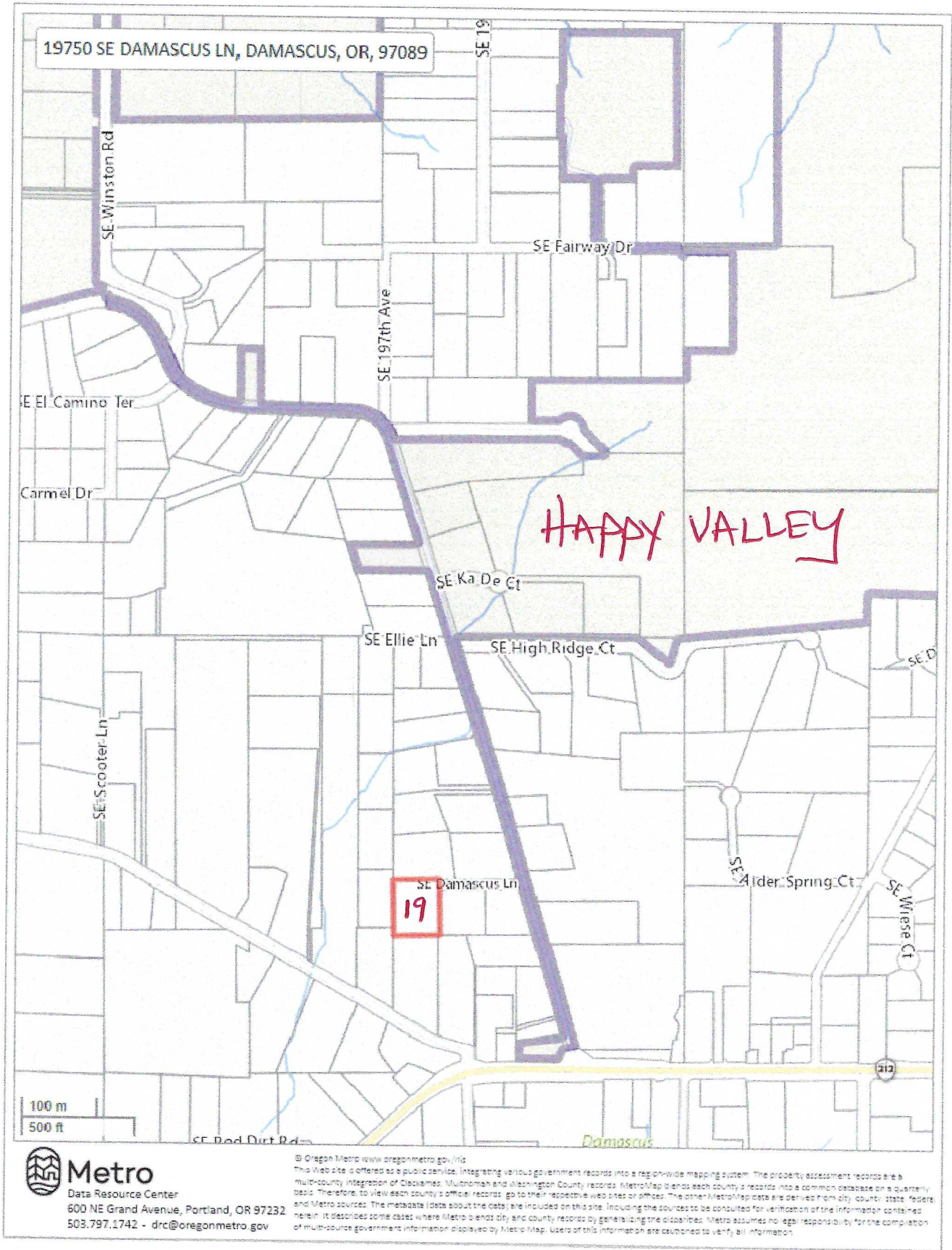
There are no Budget Implications

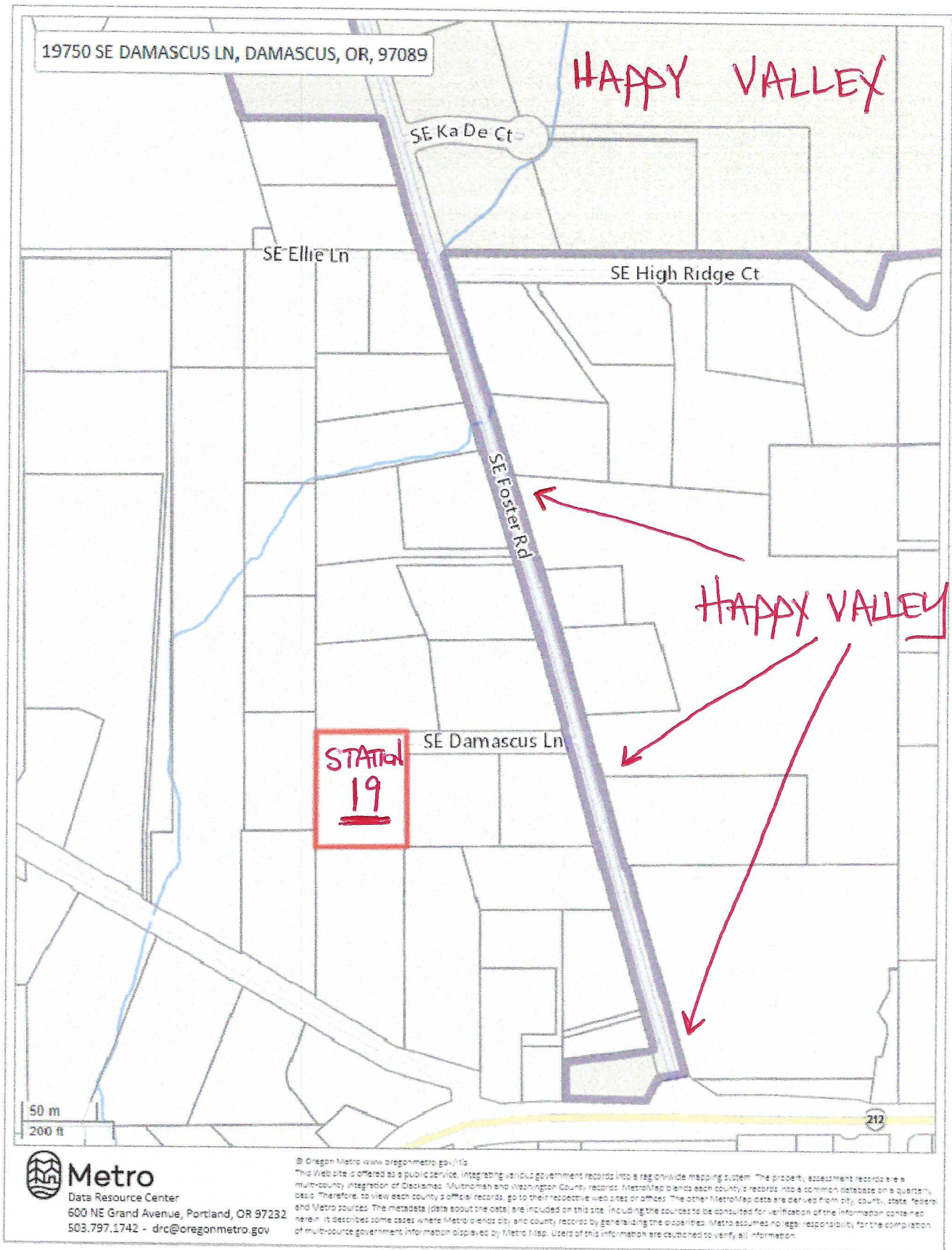
Potential Issues

There are no foreseen issues.

Recommendation

Ratify and approve the recommendation from the Interagency Committee and the Fire Chief who submitted the application on April 7th to Annex Station 19 into the City of Happy Valley.





Metro

Data Resource Center

600 NE Grand Avenue, Portland, OR 97232
503.797.1742 - drc@oregonmetro.gov

19750 SE DAMASCUS LN, DAMASCUS, OR, 97089

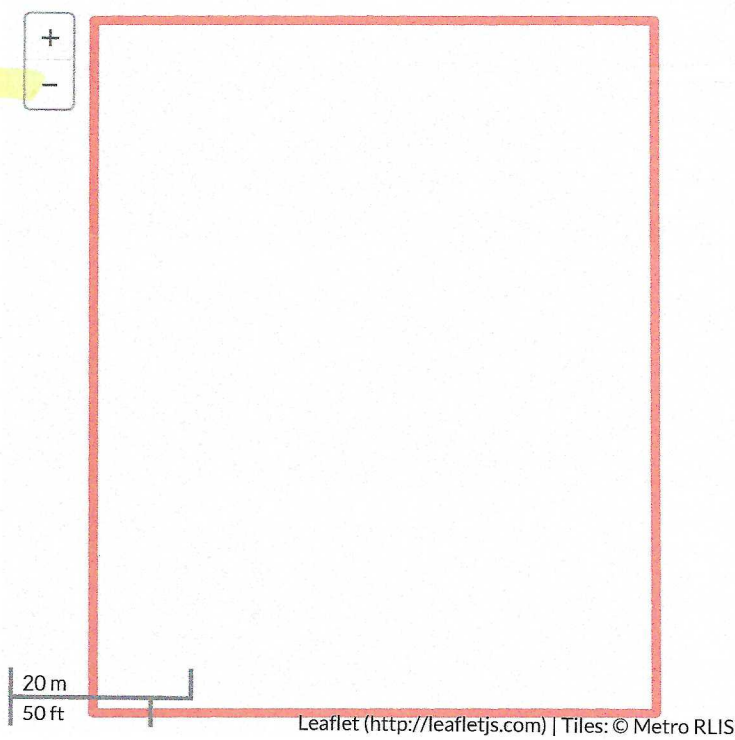
Clackamas County

T2S R3E S05

Latitude: 45.419734, Longitude: -122.459564

TAXLOT INFORMATION

Tax Lot ID:	23E05D 02100
R Number:	610495
Tax Lot Size:	1.22 acres
Building Area	N/A
Market Total Value	\$7,285,823.00
Land Use	COM
Year Built	N/A
Sale Date	201707
Sale Price	235000
Market Land Value	1110833.00000000
Market Building Value	6174990.00000000
State General Property Class	201
County Tax Code	026028
Site Address	19750 SE DAMASCUS LN



POLITICAL BOUNDARIES

Jurisdiction	Unincorporated Clackamas County
Neighborhood	Damascus
Voting Precinct	402.00000000
Metro Council District	1
Metro Councilor	Shirley Craddick
Metro Councilor Email	shirley.craddick@oregonmetro.gov
US Congressional District	3



CITY OF HAPPY VALLEY
 16000 SE Misty Drive
 Happy Valley, OR 97086
 Phone: 503-783-3800 Fax: 503-658-5174
PETITION TO ANNEX

To the City Council of the
 City of Happy Valley, Oregon.

I (we), the undersigned owner(s) of the property described below and/or elector(s) residing at the location below described, hereby petition and give consent to, annexation of said property to the City of Happy Valley.

The consent for annexation is for the following described property:

Street Address of Property (if address has been assigned)

Legal Description (Subdivision Name, Lot number(s))

Tax Map and Tax Lot Number

SIGNATURE(S) OF LEGAL OWNER(S) AND/OR REGISTERED VOTER(S)

_____ Signature	_____ Owner Initial	_____ Voter Initial	_____ Date
_____ Signature	_____ Owner Initial	_____ Voter Initial	_____ Date
_____ Other Authorized Signature	_____ Owner Initial	_____ Voter Initial	_____ Date

Street Address

Home Phone

Work Phone

Mailing Address

City, State and Zip Code

A legal description and a copy of the assessor's map of the property must be submitted with this petition.

We, the owner(s) of the property described above and/or elector(s) residing on said property understand the annexation process can take more than a year. Therefore, we agree to waive the one-year time limitation on this consent established by ORS 222.173, and further agree that this contract shall be effective _____ **Indefinitely, or until** _____.

Signature Date _____
Signature Date

The Population Research Center at Portland State University compiles population estimates which they report to the State of Oregon on an annual basis. The State of Oregon then uses these estimates to determine the City's Fair Share of state funds. Please help us with this effort by indicating below the number of housing units on the above indicated tax lots and the number of people residing in these housing units. **THANK YOU!**

Number of housing unit on above lot: _____

Types of housing units: Single family Multi-family Mobile home or trailer

Number of people occupying these units: _____

FIRE CHIEF'S REPORT

March 2022



Live Fire Training



MAT Training

Highlights

- The Wellness team continued to protect crews by focusing on the topic of “Metabolic Syndrome.” This included presentations and personalized risk assessment forms.
- The Government Affairs team has been preparing content for Wildfire Preparedness month in May.
- Community Services staff taught Hands-Only CPR to 337 students and 45 adults. Staff presented Fire and Life Safety to 70 preschool students.
- Multi-Agency Training (MAT) was conducted with CFD, Canby Fire, Sandy Fire, Gladstone Fire, Hoodland Fire, Molalla Fire, TVF&R, Lake Oswego Fire, and AMR. Our medical directors helped instruct the training focused on delayed sequence intubation, medication administration, and difficult airway techniques.
- Live Fire training was conducted in a Happy Valley house that was donated through the Burn to Learn program. Crews had an opportunity to work on interior fire tactics.

Notable Events/Calls

- Structure Fire on Home Ave in Milwaukie. M303 transported two patients to the Burn Center.
- Structure Fire on SE Red Tail in Happy Valley. Crews quickly extinguished the fire and the scene was turned over to the FMO within an hour of arrival.
- Townhome fire on SE Aquila St. in Station 5's Planning Zone. HR305 arrived to 2 units on fire. They started a primary search, E301 initiated fire attack and T304 vertically ventilated. E306, E308 and M303 assisted. The fire was under control in 14 minutes. Red Cross assisted the 4 displaced residents.
- MVA with Entrapment on 212 and 130th. Crews had a difficult extrication that took 20 minutes. Life Flight transported the patient to a trauma center.
- Duplex fire in Gladstone with fire venting out of a back bedroom. Clackamas crews assisted with Fire Attack, Search and Ventilation. Fire units cleared the scene 82 minutes after arrival.

FIRE CHIEF'S REPORT

March 2022

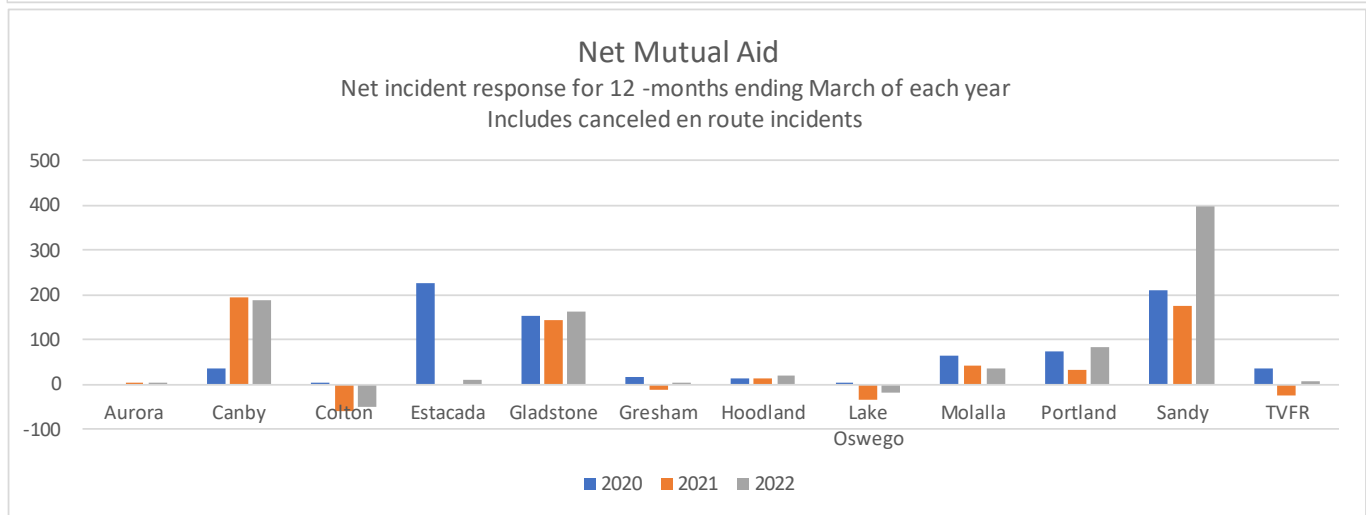
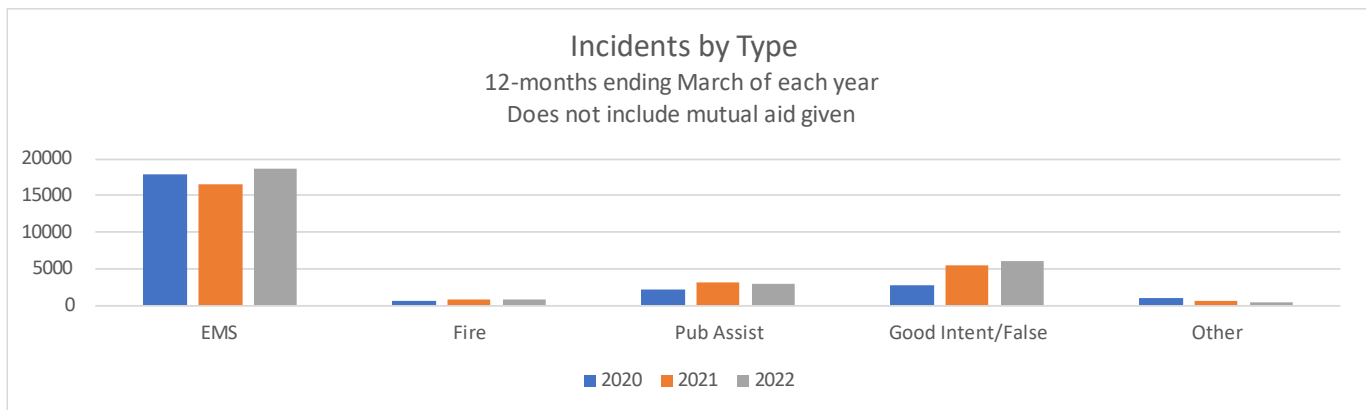
Organizational Data

Staffing

	Response	Risk Reduction	Staff	Suppression Volunteers	Support Volunteers
Allocated	227	12	54		
Filled	217	12	54	37	21
Academy	0	0		0	0

Volunteers

Training		Community Involvement		Duty Shifts	Station 12	Station 13	Station 21	Support
# of Drills	6	# of Events	0	Nights	31/31	24/31	19/31	11/31



Average Company Time Committed	
Time: 254 hours and 19 minutes	Percent of Month: 34.94%
Includes Preparation and Response: Incidents, Apparatus/Equipment Checks, Physical Fitness, Training	

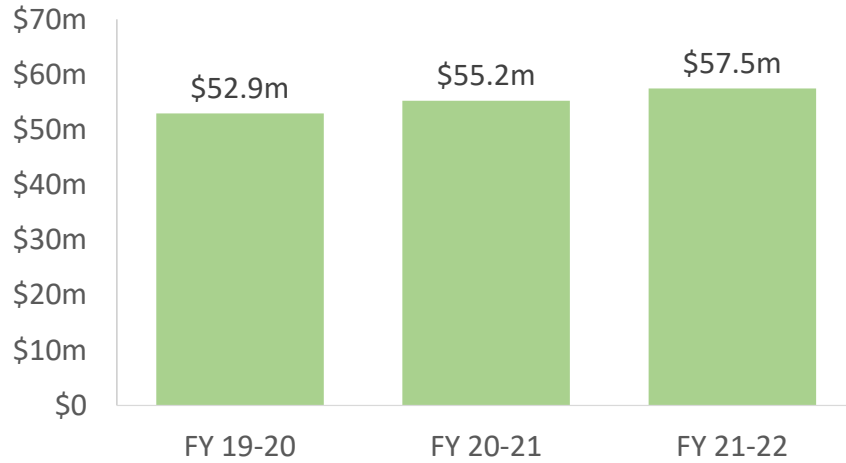


FINANCIAL REPORT

Period Ending March 31, 2022

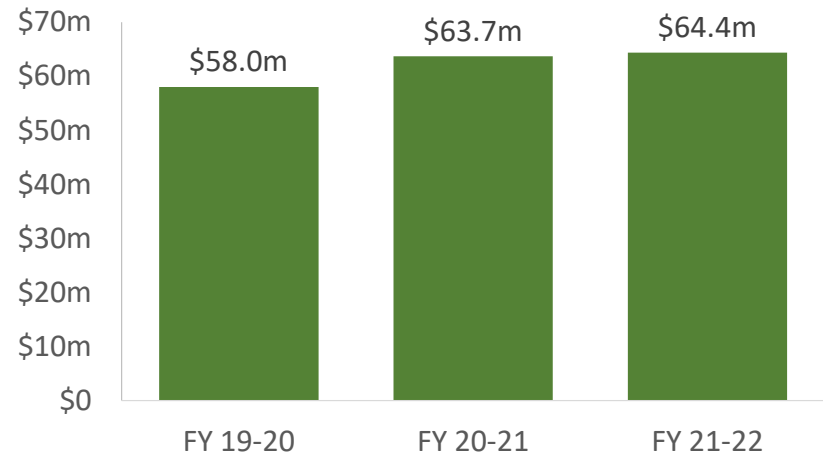
General Fund Property Tax Revenues

Through March



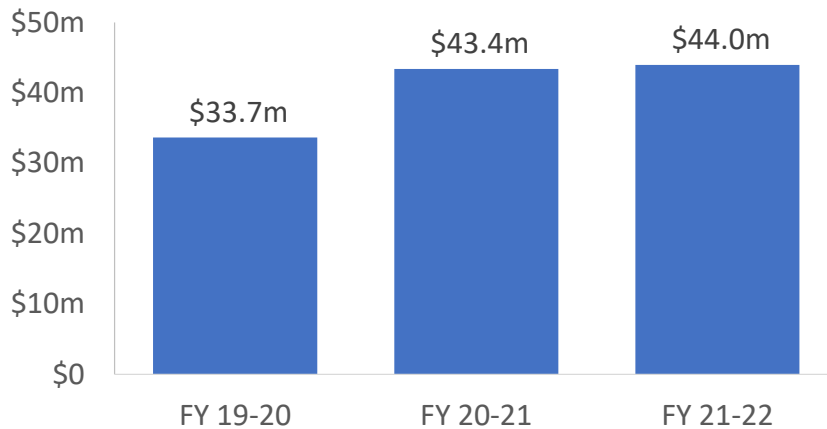
General Fund Total Revenue

Through March



General Fund Salary & Benefits

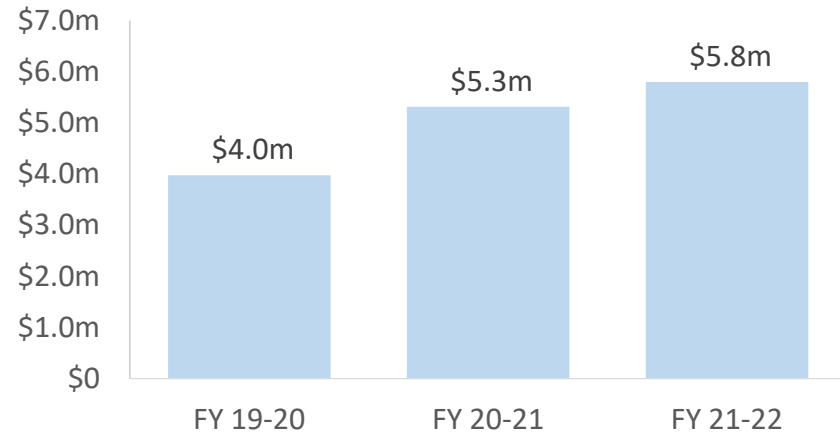
Through March



75.3% of FY budget spent

General Fund Overtime

Through March



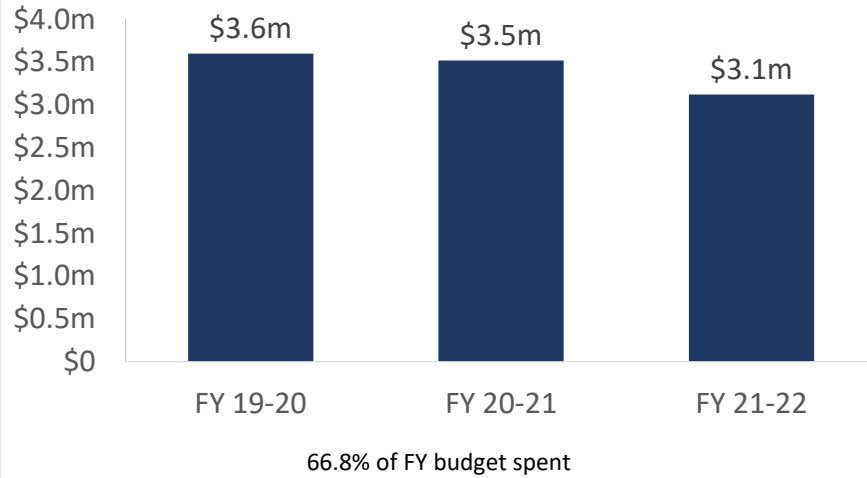
84.5% of FY budget spent



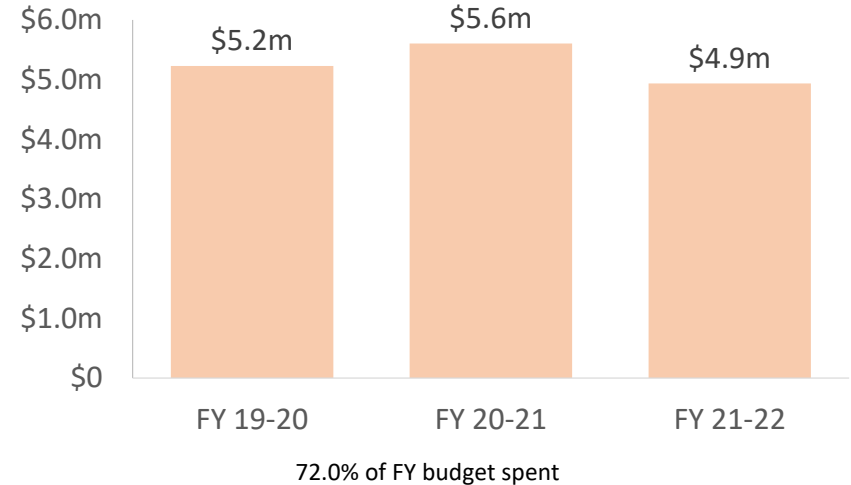
FINANCIAL REPORT

Period Ending March 31, 2022

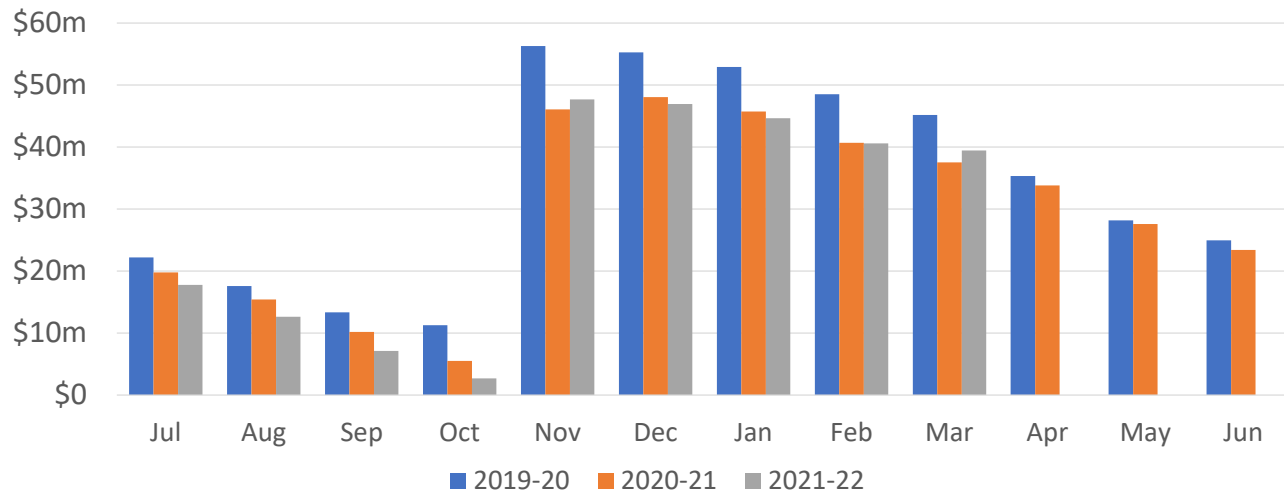
General Fund Health Claim Expenses
Through March



General Fund Materials and Services
Through March



Month-End Cash Balance, All Funds





10 - GENERAL FUND

Budget to Actual Report for Period Ending
March 31, 2022

Clackamas Fire District #1

	Original Budget	Revised Budget	Actual YTD	% of Revised Budget
Beginning Fund Balance	\$18,505,460	\$18,505,460	\$18,069,786	97.6%
<i>Revenues</i>				
Current Year Property Taxes	\$59,647,923	\$59,647,923	\$56,970,782	95.5%
Prior Year Property Taxes	720,000	720,000	480,501	66.7%
Interest	200,000	200,000	76,675	38.3%
Charges for Services	2,781,205	4,332,205	3,340,379	77.1%
Grant Revenue	200,000	200,000	2,132,517	1066.3%
Other Revenue	1,235,000	1,460,000	1,370,502	93.9%
Transfers In	44,000	49,375	-	0.0%
Total Revenues	\$64,828,128	\$66,609,503	\$64,371,356	96.6%
Total Available Resources	\$83,333,588	\$85,114,963	\$82,441,142	96.9%
<i>Expenditures</i>				
Fire Chief's Office	\$1,518,270	\$1,154,088	\$831,154	72.0%
Emergency Services	\$45,895,569	\$47,842,386	\$36,412,277	76.1%
Business Services	\$16,094,895	\$16,293,635	\$11,355,949	69.7%
Debt Service	\$2,075,504	\$2,075,504	\$315,252	15.2%
Transfers Out	\$628,104	\$628,104	\$0	-
Contingency	\$2,587,718	\$2,587,718	\$0	-
Total Expenditures	\$68,800,060	\$70,581,435	\$48,914,631	69.3%

Canby Incident & Response Analysis - 1/1/2020 - 3/1/2022

Committed Time = En Route to Clear Time

CFD1 Cancelled = Cancelled en route

CFD1 Incident Responses in Canby						
Year	Total CFD1 Responses in Canby	CFD1 Canceled	% of Responses CFD1 Canceled	CFD1 Transported	% of Responses CFD1 Transported	CFD1 Calls per Day
2020	149	113	75.84%	7	4.70%	0.41
2021	223	171	76.68%	9	4.04%	0.61
2022	12	9	75.00%	1	8.33%	0.20
Total	384	293	76.30%	17	4.43%	0.49

CFD1 Unit Responses to Canby		
Unit	#	Average Committed Time (Minutes)
BC301	1	0.65
BC302	1	5.22
BC303	24	16.29
BR310	1	0
BR318	1	10.97
C304	1	20.8
E303	2	0.66
E309	5	41.04
E310	7	17.7
E311	1	1.38
E315	38	5.35
E317	292	8.3
E330	1	10.42
HR305	1	38
IE309	2	44.83
IE310	1	0
M303	9	31.73
M316	75	20.1
T304	1	0
T316	36	13.07
WR319	5	30.52
WT310	4	23.17

CFD1 to Canby - Top 8 Dispatch Types	
Incident Type	#
EMS Incident Dispatched & Canceled En Route	155
Fire Incident Dispatched & Canceled En Route	26
EMS call, excluding vehicle accident with injury	18
False Alarm Dispatched & Canceled En Route	9
Medical assist, assist EMS crew	8
Cover assignment, standby, moveup	7
Building fire	3
Lift Assist - No EHR	3

Canby Incident & Response Analysis - 1/1/2020 - 3/1/2022
 Committed Time = En Route to Clear Time

Canby Incident Responses in CFD1				
Year	Total Canby Responses in CFD1	Canby Canceled	% of Responses Canby Canceled	Canby Calls per Day
2020	11	7	63.64%	0.03
2021	4	0	0.00%	0.01
2022	0	0		0.00
Total	15	7	46.67%	0.02

Canby Unit Responses to CFD1		
Unit	#	Average Committed Time (Minutes)
BR361	2	185.83
E361	3	126.00
M361	9	5.56
M362	1	97.80
RH361	2	170.50
WT362	2	287.07
Total	19	145.46




Canby to CFD1 - Dispatch Types	
Incident Type	#
Building fire	3
Brush or brush-and-grass mixture fire	2
Electrical wiring/equipment problem, other	2
Motor vehicle accident with no injuries.	2
Contained Appliance Fire (Oven, Dryer, Microwave)	1
EMS call, excluding vehicle accident with injury	1
Forest, woods or wildland fire	1
Hay Fire	1
Medical assist, assist EMS crew	1
Steam, other gas mistaken for smoke, other	1


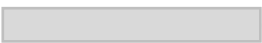

CORRESPONDENCE

C-1 Social Media Comments




Social Media Comments

Live-fire training notification that structure is in free burn, March 25:


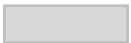




  I saw the smoke from Ross Island Bridge and was wondering. Thanks for the update 
2w 1 like Reply ...

  Excellent training! 
2w 1 like Reply


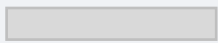

Thank you for live-fire training, in response to collection of photos that were posted, March 29:

  Thank you for all your training & volunteering 
1w 2 likes Reply


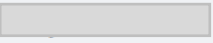

Thank you to Community Paramedic, Amy Jo Cook, for her work in the community, April 1:

  Thanks for all that you do..Stay Safe everyone    
1w 1 like Reply

Thank you to crews who rescued an entrapped patient in a motor vehicle accident, April 6:

  Hoping for the best! Thank you for your efforts and continued safety in our county 

Thank you to responding firefighters of a commercial fire, April 6:

  Sprinkler systems! Great work on the responding rigs!
[Like](#) [Reply](#) [Hide](#) [Send Message](#) 4d 

INFORMATIONAL ITEMS

- I - 1 Flash Alert, March 17, 2022: “Clackamas Fire Investigator Helps Bring Closure to Incident At Blue Heron.”
- I - 2 Flash Alert, March 17, 2022: “Clackamas Fire Recognizes Community Member as a Hero.”
- I - 3 KGW News, March 17, 2022: “Arson conviction reached in 2020 Oregon City paper mill fire.” <https://www.kgw.com/article/news/local/blue-heron-paper-mill-oregon-city-2020-arson-suspect-convicted/283-5d2ddc04-276e-4ca2-b8c6-8c6fb20d31ed>
- I - 4 KATU News, March 24, 2022: “Clackamas County follows up after 911 overdose calls through hopeful program.” <https://katu.com/news/recover-northwest/clackamas-county-follows-up-after-911-overdose-calls-through-hopeful-program>
- I - 5 FOX 12 News, March 25, 2022: “Clackamas Fire practices fire training with donated house.” <https://www.kptv.com/2022/03/25/clackamas-county-fire-practices-fire-training-with-donated-house/>

CLACKAMAS FIRE INVESTIGATOR HELPS BRING CLOSURE TO INCIDENT AT BLUE HERON

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

Posted on FlashAlert: March 17th, 2022 8:44 AM

Downloadable file: [Blue Heron](#) Downloadable file: [Investigator Stenhouse](#)

Downloadable file: [Blue Heron](#) Downloadable file: [Blue Heron](#)

On Friday, March 11, 2022, the Clackamas County Circuit Court found the suspect who was detained on-scene at the Blue Heron paper mill on December 5, 2020, guilty on counts of arson in the first degree, arson in the second degree, burglary in the second degree, criminal trespassing in the second degree, and disorderly conduct in the second degree.

On December 5th, 2020, a passerby noticed some nefarious activity from a nearby lookout. Oregon City Police Department responded to the address which at one time was occupied by, and is still known as, the Blue Heron paper mill.

While officers scoured the property looking for the suspect, who they found, arrested, and identified as thirty-year-old Enrique Mejia, they noticed smoke from one of the buildings and called Clackamas County Communications 911 (CCOM) and reported a fire. Crews arrived and the incident rapidly grew to a 3-alarm fire, drawing assistance from neighboring agencies Tualatin Valley Fire and Rescue (TVF&R), Canby Fire, and Gladstone Fire.

Nearly 30 minutes into the fire fight, with crews on the roof and inside the structure, the emergency order to evacuate the building came across the radio and, shortly after, the Southeast corner of the fourth floor collapsed causing the structure to become unstable and dangerous. In an emotional statement, Battalion Chief Jonathan Schierman said “we came dangerously close to losing multiple firefighters that day.” It is the on-going, high-level training at Clackamas Fire that allowed the crews to recognize the situation and act appropriately.

Clackamas Fire Investigator Rich Stenhouse was called to the scene to determine the origin and cause of the fire. Stenhouse has spent a large portion of his 39 years in the fire service investigating fires. While the circumstances surrounding this investigation were peculiar, one thing was clear, there had to have been some type of human intervention. It was the strong, consistent work of Investigator Stenhouse in conjunction with the criminal investigation and response completed by OCPD that helped bring this incident to a close. Investigator Stenhouse stated “It has always been rewarding to hold individuals accountable for their actions that endanger the lives of firefighters.”

Clackamas Fire District #1 currently employs six fire investigators who work out of the Fire Marshal's Office. Each of these investigators work to ensure that the frequency and severity of these fires is lessened by discovering the origin and cause of a fire and taking that information to the public with the hope that stronger preventative measures will be taken. When necessary, fire investigators are called to testify in court in order to support their findings.

Sentencing for the defendant will be held in late May 2022.

Reference OCPD case# 20-025904

CLACKAMAS FIRE RECOGNIZES COMMUNITY MEMBER AS A HERO (PHOTO)

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

Posted on FlashAlert: March 17th, 2022 3:38 PM

Downloadable file: [John Cerda](#)

On Monday, March 21st, 2022, Clackamas Fire will be presenting the Life-saving award to John Cerda, a community member that witnessed an incident, and jumped into action.

In the early morning hours of November 14th, 2021, Clackamas Fire Engine 301 and American Medical Response (AMR) responded to a call at a local business and to the report of a 54-year-old male who had been run over by a large forklift. Upon their arrival, they found the patient with severe injuries to his leg, including a life-threatening hemorrhage. Crews rapidly performed an assessment, provided life-saving interventions, and readied the patient for immediate transport to a level one trauma center.

What became obvious to firefighters on the scene was that if it would not have been for the quick thinking of John Cerda, his co-worker, the outcome of this call would have been entirely different. Cerda jumped into action by applying a make-shift tourniquet, using his belt, to slow the patient's loss of blood.

John Cerda who is also a part-time firefighter with the City of Gladstone, recognized the criticality of the situation, jumped into action, and saved the life of his co-worker. This patient was fortunate to have a calm, cool and collected co-worker in John at his side that day, and his actions ensured the best possible outcome in this traumatic situation.

Clackamas Fire will be presenting the award to Mr. Cerda on Monday, March 21st, 2022, at the regular board meeting which begins at 5:00pm and will be held virtually. The presentation will take place at the beginning of the meeting. If you would like to attend and witness the exchange, please click on the link below, scroll down and follow the "Zoom" instructions under the Board Meeting announcement.

[Public Notices – Clackamas Fire District #1](#)

Thank you John. We are proud to have people like you in our community!