

Columbia River Fire & Rescue and Scappoose Rural Fire District
SHSD Office 474 N 16th, St. Helens OR
Regular Joint Meeting of the Board of Directors
March 12, 2020 7:00 pm

Regular Meeting: After due and legal notice the Regular Joint Board meeting of the Scappoose Rural Fire District and Columbia River Fire & Rescue Board of Directors was called to order at 7:00 pm by CRFR Board President Hans Feige.

President Feige read a statement regarding a quorum of directors being present and that the meeting will allow deliberation, decision making and take public comment per the posted agenda.

Present: Hans Feige, Kelly Niles, Gary Hudson, Mark Kreutzer, Kim McLane, David Grant, David Graham, David Sorenson, Ron Cairns, Andy Kriek

Absent: None

Others: Chief Hoke, DC Smythe, DC Holsey, DC O'Connor, DC Marks, FF Kriek, Lt. Anderson, FF Booth, FF Webber, FD Nelson, FD Salisbury, RR Motherway, FF Uhl, FF Kish, FF Fletcher, Lt. Wonderly, FF Culligan, FF Heuer, FF Chandler, FF Conrath, EMS Horning, Capt. Cole, Lt. Pulito, Lt. Neilson, FF Dubois

President Feige lead the flag salute.

Changes to the agenda: None

Public Comment: None

Local 3215 Comments: Capt. Cole noted that the union and management were in the middle of negotiations. Another meeting just took place and looking to have another soon. It is going well. Otherwise business as usual.

Local 1660 Comments: FF Kriek noted that there were representatives at the latest Fire Authority planning meeting. There is a proposed staffing level change they would like to discuss as it is a change in working conditions.

CRFR Volunteer Association Comments: None

Scappoose Volunteer Association Comments: None

Correspondence: None

CRFR Consent agenda: Included in the consent agenda are the minutes from the Regular Board meeting on February 13, 2020 and Board workshop on February 23, 2020, checks 71044-71136 for \$256,482.09 and the financial statement for January 2020.

VP Niles moved to approve. Director McLane 2nd the motion. There were questions about miscellaneous income calculations and ambulance revenue projections.

No further discussion. Unanimous vote, motion approved.

SRFD Consent agenda Included in the consent agenda are the minutes from the Regular Board meeting on February 13, 2020 and Board workshop on February 23, 2020, Check 33813-33876 for \$112,752.95 and the financial statement as of February 29, 2020. Director Sorenson moved to approve. Director Cairns 2nd the motion.

No further discussion. Unanimous vote, motion approved.

Reports:

Chief Hoke provided a COVID-19 update. Buildings closed to public and large gatherings cancelled. Districts are following OHA standards to keep public and responders safe.

DC Smythe's Operations report was included in the packet. He provided an update on the progress of building the fire engines and walked through the joint maintenance facility cost projections.

DC Pricher noted that building in the area continues to be strong. He explained the TV Dashboard system funded by the Johnson Foundation.

DC Marks stated that volunteer recruit training has been suspended until further notice. Shifts are allowed to continue training under certain parameters.

DC Holsey is keeping up on the changing COVID-19 protocols and working very closely with Public Health.

DC O'Connor received no proposals for the dorm remodel at St. Helens station. One vendor expressed interest but was unable to submit a proposal by the deadline. He will follow up and explore other options. Turnouts and SCBAs are being inventoried and will be distributed.

FD Nelson's report was in the packet.

FD Salisbury is working on processes to decrease the current budget deficit gap. There was a short discussion about assessed value and urban renewal impacts.

Safety Committee just took place in the last few days. Minutes will be provided at the next Board meeting.

Joint Old Business:

A. Oversight Committee-Joint Workshop

- a. There was discussion on terminating the Oversight Committee and replacing it with the Planning Committee.
- b. VP Niles noted that he is still not sold on the concept of creating a Fire Authority. He believes there are negative financial impacts to CRFR. Believes there are other options.
- c. There was a discussion about capital bonds and operating levies. Director Sorenson noted there are options at levy renewal at SRDPD.
- d. President Feige noted that at the February meeting, the idea of terminating the IGA was discussed and vote deferred so that Secretary Hudson could discuss.
- e. Secretary Hudson spoke, expressing his support of continuing creation of a Fire Authority. He believes that an eventual merger is the right thing to do. Resolution of problems/issues needs to take place or the process will be further behind and cost additional money.
- f. Director Cairns asked FD Salisbury about the financial strain. SRFPD will continue to exist with or without creation of a Fire Authority.
- g. There was discussion about all members agreeing, the messaging of split votes, ability to accomplish more together, aggressive deadlines and overall support.
- h. Chief Hoke asked the Boards what the end goal of these ideas were? Fire Authority, IGA or not, there is not currently a master plan. A tactical pause may be the best idea for both agencies to resolve their hurdles individually and then come

back together at a later date. Wait for better timing. Terminating the IGA may be the course to take. There does not seem to be much support going forward.

- i. There was discussion about merger being the ultimate goal at some point.
- j. VP Niles moved to terminate the IGA per section 9.2. Director McLane 2nd the motion.
- k. There was discussion about personnel and equipment, funding hurdles and needing time to rectify those issues. What is the ramification of the earlier approval of moving forward toward creating a Fire Authority?
- l. It was noted that appropriate parliamentary procedure was not followed. VP Niles withdrew his motion.

B. Miscellaneous

- a. None

CRFR Old Business:

A. Miscellaneous:

VP Niles moved to terminate the IGA per section 9.2. Director McLane 2nd the motion.

- a. Director Kreutzer believes that the IGA should move forward and that this is a move in the wrong direction. A Fire Authority is in the best interest of the district and its citizens.
- b. President Feige noted that he believes a Fire Authority is ultimately what is best for both districts, but the process is not moving forward. The Boards are not setting a good example. A tactical pause is not a bad thing.
- c. Secretary Hudson still believes that continuing with the IGA and moving toward a Fire Authority is ultimately the right thing. It will be an opportunity missed if the IGA is terminated.
- d. Director McLane does not believe it will work in its current state. Issues must be resolved first.
- e. No further discussion. AYE—Niles, McLane, Feige NAY—Kreutzer, Hudson
 - i. Motion passed. President Feige will work with Chief Hoke to get through the appropriate process. A Planning Committee meeting is tentatively scheduled for March 24 and will be publicly noticed.

SRFPD Old Business:

A. Committee Reports

- a. None

B. Miscellaneous

- a. Director Cairns is disappointed in the CRFR vote. He believes they did not give the Chief enough time and thought he would have done an excellent job.
- b. Director Grant noted that the SRFPD Board may want to consider if they even want to try an IGA again. He disagrees with how it was handled.

Joint New Business

A. Battalion Chief Job Description

- a. Tabled to a later date.

CRFR New Business

A. Ordinance 2019-20-001 Billing for Master Fee Schedule

- a. Director McLane moved to approve. Secretary Hudson 2nd the motion.
- b. This is a master fee schedule for all fees that would be approved for the District to impose including traffic control, auto accidents and lift assists.
- c. Unanimous vote, motion approved.

B. EF Recovery Contract Review

- a. VP Niles asked about a fee. EF Recovery adds their fee to the claim. No money is paid by the District.
- b. VP Niles moved to approve. Director McLane 2nd the motion.

- c. Unanimous vote, motion approved.
- C. Budget Committee Reappointment
 - a. Three positions are up for renewal and all are interested in renewing for another 3-year term: Mark Cross, Dan Garrison, Ronda Melton
 - b. Director Kreutzer moved to re-appoint Mark Cross, Dan Garrison and Ronda Melton to 3-year terms on the Budget Committee. VP Niles 2nd the motion.
 - c. Unanimous vote, motion approved.

SRFPD New Business:

- A. Ordinance 20-01 Billing for Master Fee Schedule
 - a. Director Kriek moved to approve. Director Cairns 2nd the motion.
 - b. Unanimous vote, motion approved.
- B. Resolution 2020-03 Surplus Property
 - a. Director Sorenson moved to approve. Director Cairns 2nd the motion.
 - b. The vehicle being surplus is the Impala.
 - c. Unanimous vote, motion approved.
- C. UASI Contract Execution Authority
 - a. Director Sorenson moved to approve. Director Cairns 2nd the motion.
 - b. The UASI project would support drone regional training.
 - c. Unanimous vote, motion approved.
- D. RFP 000020-02 Regional Unmanned Aerial Systems Review
 - a. Director Grant moved to approve RFP 000020-02. Director Kriek 2nd the motion.
 - b. This was a reimbursable grant and was already budgeted
 - c. Unanimous vote, motion approved.
- E. EF Recovery Contract
 - a. Will address when the 2nd reading of the ordinance takes place

Board Comments:

Director Cairns: Nothing at this time

Director Grant: Nothing at this time

Director Kriek: Nothing at this time

Director Sorenson: Nothing at this time

President Graham: Nothing at this time

President Feige: Nothing at this time

VP Niles: Nothing at this time

Secretary Hudson: Nothing at this time

Director McLane: Nothing at this time

Director Kreutzer: Would like the Chief to confirm when the Planning Committee will meet and to also put together a Board workshop to discuss what went right and what went wrong. And what can we do to fix it.

Being no further SRFPD business, the meeting was adjourned at 9:00 pm.

Per ORS 192.660 (2)(d) the CRFR Board of Directors went into Executive Session to conduct deliberations with persons designated by the governing body to carry on labor negotiations at 9:00 pm

The CRFR Board of Directors came out of Executive Session at 9:25 pm.

Being no further CRFR business, the meeting was adjourned at 9:25 pm.

Next regular meeting is scheduled for April 9, 2020 at 7:00 pm at the Scappoose Senior Center,
33342 SW Meadow Dr, Scappoose

**Columbia River Fire and Rescue & Scappoose Rural Fire District
CCOM Board Room, 58611 McNulty Way, St. Helens
BOARDS OF DIRECTORS**

March 12, 2020

7:00 P.M.

REGULAR JOINT BOARD MEETING AGENDA

CALL JOINT REGULAR MEETING TO ORDER: President Feige

FLAG SALUTE: President Feige

CHANGES TO AGENDA: Presidents Feige and Graham

PUBLIC COMMENT: Comments from the public

LOCALS #3215 & #1660 COMMENTS:

CRF&R VOLUNTEER FIREFIGHTERS ASSOCIATION: President Jeremy Lehner

SRFD VOLUNTEER FIREFIGHTERS ASSOCIATION: President KC Cates

CORRESPONDENCE

CRFR CONSENT AGENDA -

Minutes from Board Meeting February 13, 2020

Minutes from Board Workshop February 23, 2020

Checks to be approved (71044-71136, \$256,482.09)

Budget Vs Actual Income Statement 01/31/2020

SRFD CONSENT AGENDA -

Minutes from Board Meeting February 13, 2020

Minutes from Board Workshop February 23, 2020

Checks to be approved (33813-33876, \$112,752.95)

Budget Vs Actual Income Statement February 29, 2020 (cash basis)

REPORTS :

- A. Chief Hoke
- B. D/C Smythe-Operations
- C. D/C Pricher-Fire Marshal
- D. D/C Marks-Training
- E. D/C Holsey-EMS
- F. D/C O'Connor-Logistics
- G. Finance/Admin - Nelson
- H. Finance/Admin- Salisbury
- I. Safety Meeting Minutes
- J. Other Meeting Minutes
- K. Miscellaneous

JOINT OLD BUSINESS:

- A. Oversight Committee Update
- B. Planning Committee Update
- C. Miscellaneous

CRFR OLD BUSINESS:

- A. Miscellaneous

SRFD OLD BUSINESS:

- A. Committee Reports
- B. Miscellaneous

JOINT NEW BUSINESS

- A. Battalion Chief Job Description Review

CRFR NEW BUSINESS:

- A. Ordinance 2019-20-001 Adoption of Cost Recovery & Fire Prevention Fees reading
- B. EF Recovery Contract Review
- C. Reappoint Budget Committee Members 3-year term: Mark Cross, Dan Garrison, Ronda Melton

SRFD NEW BUSINESS:

- A. Ordinance 20-01 Adoption of Cost Recovery & Fire Prevention Fees reading
- B. Resolution 2020-03 Surplus Property
- C. Chief Authorization for Contract Execution, City of Portland (UASI grant)
- D. RFP 000020-02 Regional Unmanned Aerial Systems Review
- E. EF Recovery Contract Review

CRFR Board of Directors Executive Session Per ORS 192.660(2)(d), to conduct deliberations with persons designated by the governing body to carry on labor negotiations

BOARD MEMBERS' COMMENTS:

GOOD OF THE ORDER:

ADJOURN:

Columbia River Fire & Rescue and Scappoose Rural Fire District
33342 SW Meadow Dr, Scappoose OR
Regular Joint Meeting of the Board of Directors
February 13, 2020 7:00 pm

Regular Meeting: After due and legal notice the Regular Joint Board meeting of the Scappoose Rural Fire District and Columbia River Fire & Rescue Board of Directors was called to order at 7:00 pm by Board President David Graham.

Present: Hans Feige, Kelly Niles, Mark Kreutzer, Kim McLane, David Grant, David Graham, David Sorenson, Ron Cairns, and Andy Kriek.

Absent: CRFR Board Member Gary Hudson had an excused absence.

Others: Chief Hoke, DC Holsey, DC O'Connor, DC Smythe, DC Marks, PIO Motherway, FD Salisbury, FF Dubois, FF Kriek, Lt Anderson, Maria Heath, FF Christiansen, FF Fagan, FF Cole, FF McLane, FF Lehner, FF Weber, FF Brody, FF Fletcher, Lt Heuer, Shelly Booth, FF Pulito, FF Hennigan, FF Goering, FF Kish, FF Maginn, FF Gandara, FF Chaffeur, FF Mathews, EMS Curio, FF Ahlers. FD Nelson had an excused absence.

Changes to the agenda: The CRFR Executive Session on labor negotiations was eliminated, and Board members' comments and Good of the Order were moved before the Joint Executive Session to review the Fire Chief's performance.

Public Comment: None

Local 1660 Comments: FF Maginn stated that about a month ago morale was at an all-time low due to the potential loss of two members' employment and a valued program. He thanked the Board for coming together and coming to an agreement. On behalf of the union, he asked that the Board give careful consideration moving forward on some of the changes that might be taking place. He also noted that the Seattle Stairclimb for the Lung Association is taking place March 8.

Local 3215 Comments: Capt. Cole said that contract negotiations were taking place and they were working well with the Administration and should soon have a finished product ready for the Board.

CRFR Volunteer Association Comments: FF Lehner said academy has started, and he thanked all the Chief officers for the time they put into this organization.

Scappoose Volunteer Association Comments: No comments

Correspondence: None. The Scappoose Board expressed unfamiliarity with this agenda item, and President Feige said it was a placeholder for miscellaneous information and thank you letters that needed to come before the Board.

CRFR Consent agenda: Included in the consent agenda are the minutes from the Joint Board meeting on January 9, 2020, checks 70893-71043 for \$314,819.19 and the financial statement for December 2019. VP Niles moved to approve. Director McLane 2nd the motion.

Director Kreutzer asked why there were two payments to Special Districts Insurance, one for \$105,000 and one for \$70,000. VP Niles said that in the past, he has been told that it was a matter of how the billing cycle fell into place. President Feige said he would ask FD Nelson.

No further discussion. Unanimous vote, motion approved.

SRFD Consent agenda: Included in the consent agenda are minutes from the Regular Board meeting on January 9, 2020 and the financial statement as of January 31, 2020. Secretary Sorenson moved to approve. Director Kriek 2nd the motion.

Director Kriek asked why there was not a check register. Secretary Sorenson explained that the Board had chosen to forgo that, which refreshed Director Kriek's memory. Secretary Sorenson asked FD Salisbury whether she had received any comments or questions about the letter sent to the Budget Committee. FD Salisbury said no one had responded.

No further discussion. Unanimous vote, motion approved.

Reports:

Chief Hoke—said the Seaside SDAO conference last week was excellent and gave needed information about tax increment financing districts established through urban renewal statutes as well as collective bargaining and attorney phone calls. He reported on the South County collaborative meeting with elected officials from Columbia City to Scappoose. They were conducting a SWOT analysis (strengths, weaknesses, opportunities and threats) about the future of Columbia County. Chief Hoke asked them why no elected officials from the PUD or the fire district boards were invited. Chief said it was a good meeting and discussed transportation and other matters. He said negotiations were going well with Local #3215.

VP Cairns asked about the Master Fee Schedule. Chief Hoke said it would include all fees charged by the districts, including new ones like lift assists and vehicle accidents. He said private residents would get 4 lift assists for free and pay \$250 per assist thereafter. Assisted living and nursing home facilities would have to pay \$500 per assist with no free ones. The goal is to have those facilities hire staff and buy equipment to perform their own lift assists instead of using taxpayer funds.

Director Kreutzer confirmed that Chief Hoke meant non-combat personnel when he referenced overhauling R & C rehab in his report. Secretary Sorenson asked about the MOU with Local #1660, and Chief Hoke said a small error had to be corrected before it could be signed.

DC Smythe—President Feige asked about the drop in overall call volume. DC Smythe said this was normal during the holidays because people felt renewed enthusiasm for living longer and seeing family and friends. He said many more calls would be generated by all the new residential housing coming online. CRFR is expected to have 5000 to 5500 calls this fiscal year, with Scappoose at 3000 to 3500.

Director Kriek asked about board responsibilities for Lexipol. DC Smythe explained that the districts were on track to finish it. They are currently starting Tier 4 and there are 5 tiers. Some require union review. DC Greenup is coordinating this.

Chief Hoke explained that DC Pricher was in San Antonio on a Disaster Medical Assistance Team (DMAT) responding to the corona virus.

DC Marks said one person has dropped from the academy due to scheduling problems. Graduation will be May 30 or 31, and board members will be invited.

DC Holsey—discussed letter of recognition for care provided at a recent care facility call where the onsite caregiver was deceased. Responders made breakfast, brought medics from Clatskanie and SRFD to help provide medical care to the residents, and located an interim caregiver. DC O'Connor did extensive organizing of resources. The board members all thanked staff and expressed their appreciation.

DC O'Connor—discussed this morning's fire on Chapman Road where responders arrived at 2:45 am. A total of 12 duty crew and volunteers responded, and CRFR duty crew came to Scappoose Station in the middle of the night to provide backfill coverage.

Joint Old Business:

- A. Oversight Committee—President Feige reported that the committee discussed the Matrix report recommendations and timelines.
- B. Matrix Report Acceptance—SRFD. Director Grant moved to accept the Matrix cooperative services study report. Secretary Sorenson 2nd.

Discussion: The Board had no changes. VP Cairns felt that it was largely a waste of money – that without Chief Hoke the Fire Authority option would not have been included, and most of that came from the Lane County Fire Authority. Director Krieck agreed, stating that we paid a lot of money for much unnecessary information. He felt it should have contained more suggestions.

Unanimous vote – motion approved.

- C. Matrix Report Acceptance—CRFR. Director McLane moved to accept the Matrix cooperative services study report. VP Niles 2nd.

Discussion: The Board had no changes. VP Niles agreed with Directors Cairns and Krieck's concerns about wasting money, but the report will still help the boards plan for the future. The boards can share the report with the public to add some validity to their future actions. Director Grant said it puts the demographics financials, history of the IGA and other information all in one place, includes trend analysis and will help the boards move forward. VP Cairns said that it would be possible to implement this under Chief Hoke's leadership.

Unanimous vote – motion approved.

President Feige asked what next? Discussion ensued between the Boards about whether to implement the recommendations in the Matrix report.

Director Krieck said that he is very supportive of and wishes to pursue the Battalion Chief concept, and the Matrix report justifies that. VP Cairns said that we must take significant action in response to the report or end the IGA.

Chief Hoke said he met with the Planning Committee and drew up a plan. He has spoken with Ken Jones, the attorney who wrote the Lane Fire Authority. Mr. Jones is willing to assist with preparing Fire Authority (FA) documents if the boards approve that, and he will do so at a reduced rate.

Chief Hoke explained that an FA is an IGA with a different name. It leaves the two districts in place and establishes an administrative entity to oversee joint operations. It has a board with four members, two from each district. If there is an even vote, that matter would be referred back to the fire district boards. Everything with an ownership title – all buildings and apparatus – stays with the district named on the title. This includes all rolling stock and buildings. The districts will retain budgets for capital expenses and the tax rate in each district stays the same. The balance of district revenues will be transferred to the FA to pay for all personnel and operating expenses.

Chief said that he wants to create a FA that would be effective July 1, 2020, and it would include all the operations currently covered by the IGA. The remaining operations would be transferred to the FA effective July 1, 2021. This phased-in approach provides an opportunity for a test drive before the full FA is in place. If possible, Chief Hoke also wants to transfer the maintenance shop and the single

role EMS by July 2020. Transferring the shop to the FA makes sense because it is working for both districts. Transferring the single role would provide more flexibility in managing this function.

The FA provides more promotional opportunities for line personnel. It saves on management expense so there can be more 'boots on the ground.' Management can specialize, providing operational efficiencies and improvements. There is little to no impact on fire line operations since the districts already work together. Other districts are looking at this, and Special Districts has prepared a draft brochure on the subject for Chief Hoke to refine. The FA will require a public relations campaign to educate everyone.

VP Cairns asked about SRFD capital needs for new apparatus and a fire station, and funding these through a capital option levy. There was brief discussion about the two districts merging and the difference in tax rates. CRFR's rate is \$2.97 per \$1000 assessed value, and SRFD's total rate including the local option levy is \$2.35 per \$1000. This 62-cent difference is the primary obstacle to a merger.

Chief Hoke confirmed that there will be three budgets on July 1, 2020 – SRFD, CRFR, and the FA. The combined total of all three budgets will equal the revenues of both SRFD and CRFR. Each district will pay its own expenses, whether they are budgeted within the district or in the FA.

Director Grant said he agrees with the Matrix report's recommendation to form an FA. However, he expressed concern that Chief Hoke's timeline for implementation is too aggressive. He would rather delay implementation to provide time for Matrix recommendations such as a workshop establishing FA mission and values and better communication with staff and the community. This would increase overall buy-in on the plan and allow a smoother transition. These statements were applauded by some in the audience. Director Grant said he does not believe staff can meet the planned timeline. He would like to take more time in order to avoid the mistakes that were made on the IGA. Director Kriek agreed with Director Grant's concerns about the short time frame for implementation and the need to take more time.

There was discussion about how the two unions would be affected by the FA. Chief Hoke said that they would have to decide among themselves whether to go with one union or the other or create something new.

Director Kriek said he would like to get staff input on this. President Feige said the CRFR board had already talked to staff and he thought that the SRFD board would have done so as well. Director Grant said SRFD had a different culture, one that followed the chain of command. VP Cairns confirmed this. SDAO board workshops had emphasized that the Board only supervised the Fire Chief and not the rest of the staff, so they were discouraged from talking with staff and vice versa. Director Kriek suggested a confidential staff survey and a survey for the public.

The CRFR board members said they did not want to delay Chief Hoke's timeline. Comments included strong opposition to delay and concerns that there would be additional delays beyond that. VP Niles said he has faith that Chief Hoke and staff can implement the FA on the planned timeline.

Secretary Sorenson asked Chief Hoke to explain the July 1, 2021 deadline and the need to make the decision tonight. Chief Hoke said it couldn't be later because July 1 is the start of the fiscal year when budgets begin. If the decision to move forward is not made tonight, there will not be enough time to create the FA, meet local budget law requirements, and address other matters by July 1. He said Ken Jones has prior experience and is ready to assist with the legal paperwork at a reasonable price. Christy Monson, our attorney with the Local Government Law Group, was pleased that she would only have to review and file the documentation because that will make it a faster process.

Chief Hoke said that his concern was that one year from now we would still be here talking about this with very little done.

Director Kreutzer said he agrees with the Matrix recommendations and trusts the staff to get them done. He has experienced many mergers/IGAs previously (Beaverton, Tualatin Rural, Oregon City and West Linn) and knows those changes bring anxiety, which is understandable. However, the mergers combined resources and made the organizations cheaper, faster and more responsive. The FA will help eliminate redundancies and provide better service and buying power. That's what our citizens want from us. Director McLane said that Chief Hoke was hired specifically to accomplish change and do it quickly. Both boards knew that he was a 100-mph guy. President Feige agreed with the other CRFR board members comments.

Director Kriek asked what would happen if SRFD did not move forward with Chief Hoke's plan and timeline. President Feige said that the CRFR Board would probably terminate the IGA. Section 9.2 is clear that the IGA can be terminated with 90 days' notice.

VP Cairns said he agrees with CRFR on that decision. President Graham said he understands both interests, one for a slower process and the other for speed. We all know it's going to happen sooner or later. Director Grant said he was not opposed to the FA, and he also had wanted more aggressiveness in hiring the chief. He said the delay he is requesting will allow more time for preparation and will end with a great FA. He said that an FA is essentially a back-door merger without going to the voters and it was important to take the time to do it right.

President Graham asked the audience for comments, saying that CRFR had spoken to their staff and SRFD would like to hear from theirs.

FF Chauffeur said the applause for Director Grant's statement showed the staff's support for a slower pace. FF Chauffeur felt the current speed was out of control.

Director Kriek said that he has heard only two advantages to the FA from staff – 1) the promotional opportunities and 2) the battalion chiefs to provide better duty officer coverage. That's all they see. We have the IGA in place and there are things we need to fix there. Then we could move on.

Director Grant asked how long other districts had taken to form their fire authorities/mergers. VP Niles said that the last one he knew of went to an FA in less time than we have been in the IGA. Director Grant observed that was somewhat less than 3 or 4 years, but more than 4 months. He said he only wanted one more year. Director Kriek said we should take the time needed to do it right, even if it takes 10 years.

Lt Heuer said that many parts of the FA seem good and they want to support progress. But based on recent events, the staff have concerns about extra instability and instant decisions which have a negative effect on the bargaining unit and the employees. FF Kriek said that the ultimatum the Scappoose Board has given to us adds to those fears.

FF Lehner said look at the room – we're divided. When this started out, we were meshing and working well. Something's happened 4 years down the road, and now it's not working.

President Feige said we appeared to be at an impasse and needed to either postpone the decision or delay the FA implementation.

VP Niles made a motion to enact provision 9.2 of the IGA and terminate in 90 days. Director McLane 2nd.

Director Kreutzer said that before CRFR votes, he would like the SRFD board to write down their concerns because he wasn't sure he fully understood their reasons for wanting a delay. Then those could be discussed and perhaps a resolution could be reached. President Graham said that as the volunteer said, the boards are not meshing. He said we needed to agree on a vision and a mission to help bring us together.

President Feige said they must look out for their own department, and at some point, decide that enough is enough. Director McLane said that 4 years is more than enough. Look at the staff – they are separate.

Responding to that, Ms. Booth said that she would have taken a seat with CRFR staff. However, all those were taken when she arrived. Others also voiced objections to the perception of separateness. Then many CRFR and SRFD staff rose and exchanged places so that the districts' staffs were mixed together.

FD Salisbury said that from her perspective, the difference between the IGA and the FA was just a pile of paperwork. The boards could approve creating the FA shell and only put the IGA agreements inside it. They could leave out controversial matters like the single role function and we could start putting the pieces together. Then there would be an entire year to work on the rest of the FA and make it effective July 2021. Director Kriek explained how prior discussions between board members offered multiple solutions; one of which was the creation of a FA with each district led by a Chief. Director McLane said she didn't want to go another four years before a FA was developed. PIO Motherway shared her perspective that the goal is to serve the community and that each district does that, but in different ways and at different speeds. President Graham asked if people in the organizations were fearful of the change. PIO Motherway said that CRFR is used to change, whereas SRFD has had much less change historically.

Director Grant suggested taking one year to develop a vision statement for the FA and set firm dates toward the establishment of the FA. He is concerned about achieving the product that all members want on a rushed schedule. He suggested delaying the full FA to 2022.

VP Niles asked if the FA would still be on track if the two-year roadmap was kicked back a month.

FD Salisbury explained that moving the timeframe back even one month would place constraints on the budgeting process, saying that time is required to receive a new employer rate from PERS, and notifications would need to be made.

VP Niles pulled his previous motion to enact provision 9.2 from discussion in order to allow Secretary Hudson the opportunity to participate in the decision making.

FD Salisbury asked if another meeting could be scheduled in February. Director McLane asked if FD Salisbury and FD Nelson could begin the budgeting process for the FA, to which FD Salisbury said they would need a decision from the board before proceeding.

Secretary Sorenson expressed his support for the FA, suggesting the Boards move forward with the July 1, 2020 timeline as originally presented, realizing that in Feb. 2021, they may decide to delay if progress to that date doesn't meet the needs of the Districts. Director Kriek asked if the boards must approve the FA prior to developing the budget for the FA. Secretary Sorenson affirmed that the budget for 2020 would have to be developed only after the approval of the FA. FD Salisbury reminded board members that additional pieces could be added to the FA as the Boards are ready, but the framework and legal entity would be established. Chief Hoke reminded board members of the need to develop the FA in order to get the budget process started.

DC Smythe expressed that Division Chiefs working 90 hours per week needs to see improvement. He reiterated the need to decide from a leadership perspective, as motivating the front-line employees is difficult without clear direction.

Mayor Cole asked how he is to sell the idea of the FA to his constituents. He suggested the FA benefits SRFD more than CRFR. Director Kriek expressed that he struggles to explain the benefits of a FA to his constituents as well. DC Marks explained that increased manpower is a direct benefit to

operating under a FA. DC Smythe reviewed the call history and manpower ratio, expressing again the need for additional personnel and Battalion Chiefs.

VP Cairns expressed his vote to move ahead with the FA. Director Grant wants a workshop to develop a vision for the FA. This would need to be scheduled quickly, due to the budget timeline. Director Kriek supports the notion of a workshop. Chief Hoke suggested the need for full board support in order to move forward with the FA. The FA allows for reduced overhead costs without changing tax rates in either district.

President Graham asked DC Smythe if delaying the FA one year would be a workable solution. He responded that the Division Chiefs would not see relief for another year. Delaying would benefit SRFD more than CRFR.

President Graham asked Chief Hoke if the FA is necessary prior to hiring Battalion Chiefs. Chief Hoke responded that the BC positions are critical to the FA success. The additional positions are critical. Director Kriek asked if current employees would move into the BC positions, and eventually more firefighters would be hired to fill the vacancies created. FD Salisbury said they could begin the paperwork for incorporation with the hope to move different pieces, like Operations or the maintenance facility, under the FA in 2021. The boards need to vote now to begin the process.

FF Kriek asked President Graham to restate his question, saying he thought he asked, "Do we need the FA to hire Battalion Chiefs?" Chief Hoke responded with, "No, we need money." President Graham asked where the money for the BC positions would come from. Chief Hoke said they would come from SRFD and CRFR budgets. FD Salisbury suggested looking at SRFD's budget with FD Nelson to find areas where monies can be moved to pay for the BC positions.

Director Grant made a motion to move Chief Hoke's timeline out one year to 2022 for full implementation. Director Kriek seconded. Directors Grant and Kriek voted in favor of the motion. Directors Sorenson, Cairns, and President Graham opposed.

Secretary Sorenson moved to approve the original 2-year timeline with implementation beginning 2020. VP Cairns seconded. Directors Sorenson, Cairns, and President Graham voted in favor. Directors Kriek and Grant opposed. The motion carried.

President Feige asked for clarification that SRFD's board voted to approve with the FA beginning in 2020 and full implementation in 2021. President Graham confirmed.

Director Kreutzer moved to approve the original 2-year timeline with implementation beginning 2020. VP Niles seconded the motion. President Feige expressed Secretary Hudson's wishes to move ahead as planned. VP Niles expressed concern about lack of buy-in among employees as well as the benefit to constituents. He suggested that the only way he would move forward with the FA would be if a workshop were scheduled immediately to address Director Grant's concerns. Motion carried unanimously.

CRFR Old Business:

- A. Water Line Leak Repair: St. Helens Station water line leak repair invoice for \$14,084.13. This is for a 3-inch line, and they asked for an adjustment from the water company. Director Kreutzer moved to approve the invoice. VP Niles seconded. Motion carried unanimously.
- B. Engine Change Order: DC Smythe explained that additional changes to the new engines came from the apparatus committee. Safety items were added. Information on maintenance costs on current engines was presented to the members, separated by district. SRFD's maintenance costs appear to be smaller because some of the

maintenance costs were completed out of the county and there is no record of the costs. Director Kreutzer inquired about line items on the change order, specifically a deck gun and black paint. Director Kreutzer moved to approve the Engine Change Order at a cost of \$68,788. Director McLane seconded the motion. Motion carried unanimously.

- C. Medical Services Compliance Specialist (MSCS) Recruitment: DC Holsey discussed the job description for the MSCS position. Director McLane shared her concern with the AA degree as a minimum qualification. DC Holsey explained the purpose of this was to widen the applicant pool, saying they prefer a BA or MA. DC Holsey said he, Chief Hoke, and FD Nelson worked together to develop the job description. This position would begin this fiscal year. Director Kreutzer moved and VP Niles seconded the motion to approve the recruitment and hire of the MSCS position. The motion carried unanimously.

SRFPD Old Business:

- A. Engine Change Order: President Grant moved to approve the Engine Change Order for \$34,394. Secretary Sorenson seconded. Motion carried unanimously.
- B. Committee Reports: Planning Committee —Director Kriek stated his desire to get back to a Planning Committee with a combination of career, volunteer, and administration to plan for large expenditures like the purchase of engines. Chief Hoke agreed and stated this should begin in July, in order to get the FA up and running.
- C. Miscellaneous: None

CRFR New Business

- A. Resolution 2019-20-005 Surplus Property: CRFR has five vehicles to surplus. VP Niles moved to approve the surplus of the five vehicles. Director Kreutzer seconded the motion, which carried unanimously. Chief Hoke was asked where the vehicles would go, which he replied they would be sold.
- B. Rainier Bay Heater: Two units in the apparatus bays in Rainier have failed. VP Niles moved to approve the purchase and installation of a new apparatus bay heater at a cost of \$11,192. Director McLane seconded. The motion carried unanimously.

SRFPD New Business:

- A. Resolution 2020-02 Surplus Property: SRFD has three vehicles to surplus. Director Kriek moved to approve the surplus of the vehicles. VP Cairns seconded; motion carried unanimously.
- B. EMS Billing Procedure for Financial Hardship: FD Salisbury explained the Financial Assistance and Claim Review procedure, stating that it was CRFR's current policy. Director Grant moved to approve the procedure; Director Kriek seconded. The motion carried unanimously.
- C. Miscellaneous: None

Board Comments: After much discussion, the Boards decided on Sunday, February 23, 2020 from 4-7pm for a Special Board Meeting/Workshop.

Being no further business, the public meeting was adjourned at 9:45 pm.

The CRFR and SRFD Boards of Directors then reconvened at 9:55 pm in Executive Session per ORS 192.66(2)(i), to review and evaluate the job performance of the Fire Chief. No staff or members of the public were allowed to remain.

The Joint Executive Session was adjourned at 10:25 pm. The Boards did not return to open session and no action was taken.

Next regular meeting is scheduled for March 12, 2020 at 7:00 pm at the Columbia 911 Center, 58611 McNulty Way, St. Helens, Oregon

Scappoose Rural Fire District and Columbia River Fire & Rescue
51511 SE 2nd St., Scappoose, OR
Special Meeting/Workshop of the Board of Directors
February 23, 2020 4:00 pm

Joint Special Meeting Call to Order: After due and legal notice the Special Joint Board Meeting/Workshop of the Columbia River Fire & Rescue and Scappoose Rural Fire District Board of Directors was called to order at 4:04 pm by Board President Hans Feige.

Present: David Graham, David Sorenson, Ron Cairns, Andy Kriek, Kim McLane, Mark Kreutzer, Gary Hudson, Kelly Niles, Hans Feige.

Absent: David Grant

Others: Chief Hoke, DC Pricher, DC Smythe, DC Marks, DC Holsey, FF DuBois, FF Booth, Lt. Anderson, FF Kriek, Paramedic Quinn, FF Ahlers, FD Salisbury, Maria Heath

Opening Comments: Following the flag salute, President Graham thanked members for their attendance at the special session. President Feige requested that each board member be exhaustive in their search for answers in developing the Fire Authority (FA).

Develop a Vision for the Districts: DC Pricher, acting as facilitator, requested that board members refer to the Task, Purpose, and End State model throughout the meeting to guide their discussions.

Task: What do you want us to do?

Purpose: Why are we doing it?

End State: What it should look like in the end.

DC Pricher asked members what they wanted the vision of the Fire Authority to look like.

VP Cairns added that he wants the FA to maintain professionalism. VP Niles stated the need to provide better service. Director Kreutzer questioned the word "better". Niles clarified the statement by referencing the low staffing levels within the districts and his desire to improve staffing in order to provide better service. After discussion, the word "better" was modified to "improved". Directors agreed to the statement: Provide improved service to the Fire Districts.

Secretary Hudson stated the FA needs to have a clear organization with clear lines of authority.

VP Niles added the need for accountability.

Director McLane stated that the whole reason for the FA is to give our community the best service. To this, DC Pricher suggested editing this statement to: Improved Resource Management. McLane agreed with this modification.

Director Kriek stated that the FA must maintain fiscal responsibility.

VP Niles added later in the meeting the need for the FA to maintain/improve internal and external communications.

Review the FA Concept in Detail: Chief Hoke reviewed and further explained the concept of the FA to board members. He stated that the FA is not a merger. A merger would require a vote. The FA is essentially an IGA of a different name. Chief Hoke described how Lane County began their FA journey. He stated that apparatus and buildings would continue to belong to their respective districts. The taxpayers own those items. Personnel and operating expenses are moved under the FA umbrella, and capital budgets stay with their districts. All employees will belong to the FA.

VP Cairns asked if each district would approach voters separately for new monies or if that would happen as an FA. Hoke responded that each district would approach voters separately.

President Feige asked how the amount of money each district budgets toward the FA would be calculated, given the different labor contracts, numbers of employees, etc. Chief Hoke replied that staffing levels would not change in the FA. Employees can be moved from district to district, but the total numbers wouldn't change.

VP Niles asked if forming an FA budget was still possible given two separate union contracts. Chief Hoke replied that it is possible through the budgeting process. VP Niles asked how service would be improved if they continued operating with two separate contracts. Chief Hoke responded that the unions would need to work to resolve this issue. They would need to come together under one contract or develop a third contract specifically for the FA.

DC Pricher added that by July 2020, the people currently under the IGA would be the only people budgeted under an FA. This would include budgeting, administration, and Chief Officers. This would need to be part of the message to voters and how this improves service to taxpayers.

Chief Hoke then said the accounting would move to accrual rather than modified cash basis.

Chief Hoke used the purchasing of uniforms as an example of FA unification, saying that uniforms would be purchased from the same vendor and we would pay the same rates for uniform items across districts.

Director Kreutzer asked if each district would continue to have separate budget meetings. He also asked if there would be a separate budget committee for the FA. Chief Hoke responded that each district would continue to have separate budget committees. The FA would also have a budget committee. Citizens serving on district budget committees may also serve on the FA budget committee.

Director McLane asked which budget the money generated from Fire Marshal fees falls under. Chief Hoke stated that when under the full FA (2021), the Fire Marshal fees would go to the FA budget. VP Niles mentioned that until 2021, the Fire Marshal fees from locations in CRFR district go to SRFD's budget. This makes it difficult for him to sell to constituents. DC Pricher noted that the inspector will not be generating revenue under Fire Life Safety inspections. He acknowledged that driveway inspection fees are currently going to SRFD's budget. Niles expressed concern about CRFR subsidizing SRFD in this way. President Graham noted that SRFD pays the Fire Marshal's salary, so SRFD incurs costs associated with inspections.

Chief Hoke stated that all revenue is budgeted and then would eventually be transferred to the FA.

Secretary Sorenson stated that the budgets would be reviewed line-by-line and members would determine what line items are moved to the FA in 2020 and 2021.

Chief Hoke commented that the only line item determined by percentage in a FA budget would likely be the maintenance shop, since CRFR has 70% of the equipment, while SRFD has 30%. He mentioned that the hardest part of developing the FA will be getting the budget right. He also stated that he, FDs Salisbury and Nelson would likely go to Lane County for a day to study their budget development process.

Members asked questions to clarify their understanding of what budget items would be part of the FA. Chief Hoke said an example of a line item for the FA might be maintaining the garage doors at SRFD.

VP Niles stated his need to know what the FA would look like to voters. He expressed that he leans toward a full merger rather than continually going to the voters and asking for more money. Members then discussed the differences between a levy, a bond, and respective tax rates. Secretary Hudson asked what difference it would make with respect to taxes and levies, stating that the needs of the districts will never go away. Citing increased personnel and call volumes, the directors will continue to be faced with the question of whether to ask voters for more funding.

Chief Hoke stated the need to sell the concept of an FA to voters while taking advantage of timing at local, state and federal levels. Presidential election years provide us with the opportunity to have more voter turn-out. State issues of Cap and Trade, if passed, will increase fuel costs. Compression on tax abatements also affect our ability to stay within budget.

DC Pricher asked for additional thoughts about a vision statement for the FA. Chief Hoke read a portion of the Lexipol vision statement. Chief Hoke related his discovery that career staff and volunteers need to be asked for input regarding an FA, suggesting the development of a short survey to give all stakeholders an option to share thoughts. President Feige disagreed with this idea, stating his belief that this is not the correct time for a survey. He thought it would be more beneficial at the end of the process. He expressed his desire for putting an operational plan in place now, rather than a conceptual plan.

Chief Hoke distributed Organizational Chart #3, and asked members to review and ask questions. Director Kriek asked if six Battalion Chiefs was the correct number. VP Niles responded, saying it was accurate. Director McLane asked if the Medical Services Officer was the newly approved Compliance Officer. DC Pricher affirmed. President Feige asked who would pay for the new Battalion Chief positions. Chief Hoke responded by saying that funds would be moved from other positions. For example, the budgeted funds for the Recruitment and Retention position are available since that position is now funded under a grant. He also stated that one Battalion Chief position would be funded through SRFD, and two BC positions would be funded through CRFR. President Feige then reminded Chief Hoke that this is the first time he'd heard of this method to fund the Battalion Chief positions and again expressed his desire to move from a conceptual plan to an operational plan. VP Niles expressed skepticism in shuttling funds to pay for the BC positions. Concerns about sustained budgeting and long-term adjustments continued. Chief Hoke stated that Battalion Chiefs would be hired in April, and recruitment is taking place currently for the Medical Services Officer position. When asked which Division Chiefs would be moved to Battalion Chiefs, Chief Hoke replied DC Halsey, DC Marks, and DC O'Connor.

Discuss steps ahead for the FA: Chief Hoke distributed the Two-Year FA Road Map to members and stated that Ken Jones, an attorney, would help in the development of the FA.

President Feige asked how many of the bulleted items on the road map had been completed. Chief Hoke replied that the planning committee had met, they are currently looking at the budget, the Boards have approved the FA, and the PIO has been consulted regarding a public relations campaign. Chief Hoke then asked the members what they wanted to call the FA. He also stated that an email would go out to employees asking the same question.

President Graham asked for details regarding a public relations campaign. Chief Hoke acknowledged that adjustments for personnel could be huge. He again expressed the need to align pay and benefits among employees. VP Niles requested improved communication on the Two-Year Road Map and the plan for achieving each item. This led to the addition of the last recommendation for a vision statement: Improved internal and external communication. VP Niles also requested better self-assessment strategies to include accomplishments and failures of the FA.

President Feige suggested distributing the Two-Year Plan in increments to staff, while keeping the board informed of progress.

Secretary Sorenson asked if the recommendations from the Matrix report are incorporated in the Two-Year Road Map. Chief Hoke responded that some of the items in the Matrix report are FA related, while others are not.

President Feige inquired who would lead the coalition between career and volunteer groups. Chief Hoke responded that Association Presidents would be members of this coalition, as well as Chief Greenup.

Secretary Sorenson asked if it was possible to unite the billing systems, since SRFD outsources billing and CRFR uses in-house billing and contracts with Clatskanie Fire. Chief Hoke responded with the need to research cost effectiveness and choose one billing system.

Chief Hoke stated the need to name the FA Planning Committee, made of two members from each board as well as Chief Hoke. This committee is responsible for making sure the timeline is accomplished. VP Cairns expects the FA planning committee to update all board members.

President Feige suggested continuation of the workshop format to keep all board members informed. VP Niles agreed that the workshop format was beneficial.

Discuss Process Improvement on Board Communications: The Boards agreed to continuation of the workshop format, the schedule of which to be determined. Members agreed that email chains and small group social get-togethers across districts will continue the development of positive working relationships as the FA progresses toward a common goal. Chief Hoke pointed out that there are already many meetings. In fairness to staff, some meeting should be eliminated if more are added.

DC Pricher suggested assigning items on the Two-Year Road Map to individuals to report back to the board with FA related progress. He asked if board members wanted to develop a vision statement based upon the meeting notes, or if they preferred, he would write the vision statement. President Feige asked that DC Pricher, Chief Hoke, and the FA Planning Committee prepare the vision statement. VP Niles expressed the need to develop a mission statement, vision statement, and SMART goals.

Closing Comments: President Feige stated that good progress was made during the workshop. President Graham agreed that the workshop gave members a better idea of progress and plans moving toward an FA. He also thanked everyone for their participation. Chief Hoke thanked DC Pricher for facilitating.

Meeting adjourned at 6:59 pm.

Columbia River Fire & Rescue Monthly Financial Statement

	Month 1/31/2020	YTD 1/31/2020	Annual Budget	Balance
00 - General Fund				
Revenue	\$114,690	\$8,215,907	\$9,423,500	(\$1,207,593)
Expenses				
Personal Services	\$598,870	\$4,282,525	\$8,407,000	(\$4,124,475)
Materials & Services	\$59,999	\$420,146	\$785,000	(\$364,854)
Contractual Services	\$23,602	\$197,683	\$351,500	(\$153,817)
Capital Outlay	\$82,664	\$205,530	\$716,500	(\$510,970)
Other Expenses	\$0	\$133,023	\$978,500	(\$845,477)
Total Expenses	<u>\$765,135</u>	<u>\$5,238,906</u>	<u>\$11,238,500</u>	<u>(\$5,999,594)</u>
 NET SURPLUS/(DEFICIT)	 <u>(\$650,444)</u>	 <u>\$2,977,000</u>	 <u>(\$1,815,000)</u>	 <u>\$4,792,000</u>

Columbia River Fire & Rescue

Monthly Financial Statement

		Month	YTD	%	%	Annual Budget	Balance
		1/31/2020	1/31/2020	Actual	YTD Budget	YTD	YTD
00 - General Fund							
Revenue							
00-00-4000	Prior Taxes	\$9,917	\$143,812		\$151,667	\$260,000	(\$116,188)
00-00-4010	Current Taxes	\$55,969	\$6,824,625		\$4,124,750	\$7,071,000	(\$246,375)
00-00-4020	Interest Earned	\$13,938	\$66,403		\$49,583	\$85,000	(\$18,597)
00-00-4030	Donations & Grants	\$0	\$200		\$0	\$0	\$200
00-00-4040	Ambulance Revenue	\$154,552	\$901,218		\$901,250	\$1,545,000	(\$643,782)
00-00-4060	Fire-Med Revenue	\$857	\$60,922		\$30,917	\$53,000	\$7,922
00-00-4070	Lifeflight Revenue	\$650	\$43,935		\$23,333	\$40,000	\$3,935
00-00-4100	Address Sign Revenue	\$98	\$355		\$233	\$400	(\$45)
00-00-4110	Sale of Equipment & Property	\$0	\$23,741		\$23,333	\$40,000	(\$16,259)
00-00-4120	Royalties & Rights	\$0	\$0		\$8,750	\$15,000	(\$15,000)
00-00-4130	Training Revenue	\$15,500	\$15,500		\$9,333	\$16,000	(\$500)
00-00-4140	Fines & Billable Response	\$0	\$0		\$0	\$0	\$0
00-00-4150	Public Education Donations	\$0	\$4,565		\$2,625	\$4,500	\$65
00-00-4160	Fire Service Agreements	\$2,256	\$6,479		\$3,500	\$6,000	\$479
00-00-4170	Conflagration Revenue	\$0	\$102,744		\$116,667	\$200,000	(\$97,257)
00-00-4180	Lease Proceeds	\$0	\$0		\$0	\$0	\$0
00-00-4190	Insurance Refund	\$0	\$0		\$0	\$0	\$0
00-00-4200	Miscellaneous Revenue	(\$142,055)	\$277		\$583	\$1,000	(\$723)
00-00-4205	Third Party Contract Billing	\$3,008	\$21,131		\$21,350	\$36,600	(\$15,469)
00-00-4999	Transfers In	\$0	\$0		\$29,167	\$50,000	(\$50,000)
Total Revenue		\$114,690	\$8,215,907	87.2%	\$5,497,042	58.3%	\$9,423,500 (\$1,207,593)
Expenses							
Personal Services							
00-10-5000	Base Salaries	\$313,317	\$2,224,260		\$2,436,583	\$4,177,000	(\$1,952,740)
00-10-5100	Overtime	\$27,473	\$195,791		\$245,000	\$420,000	(\$224,209)
00-10-5130	Acting Lieutenant	\$1,630	\$7,749		\$8,750	\$15,000	(\$7,251)
00-10-5135	FLSA	\$1,936	\$25,503		\$23,333	\$40,000	(\$14,497)
00-10-5140	Longevity	\$0	\$8,230		\$6,417	\$11,000	(\$2,770)
00-10-5145	EMT Differentials & Recertification	\$23,002	\$159,723		\$168,933	\$289,600	(\$129,877)
00-10-5146	Mechanics On Call	\$443	\$2,843		\$3,033	\$5,200	(\$2,357)
00-10-5150	Volunteer Reimbursement	\$0	\$5,000		\$2,917	\$5,000	\$0
00-10-5155	Length of Service	\$0	\$0		\$7,292	\$12,500	(\$12,500)
00-10-5160	Conflagration	\$0	\$44,581		\$58,333	\$100,000	(\$55,419)
00-10-5200	FICA	\$28,502	\$204,538		\$227,967	\$390,800	(\$186,262)
00-10-5205	PERS	\$90,356	\$652,812		\$741,971	\$1,271,950	(\$619,138)
00-10-5210	Unemployment	\$1,790	\$4,906		\$1,458	\$2,500	\$2,406
00-10-5215	Workers Compensation	\$8,671	\$60,451		\$67,083	\$115,000	(\$54,549)
00-10-5220	Life Insurance	\$304	\$2,324		\$3,004	\$5,150	(\$2,826)
00-10-5225	Medical Insurance	\$92,795	\$633,878		\$810,250	\$1,389,000	(\$755,122)
00-10-5230	Disability Insurance	\$1,348	\$9,459		\$8,458	\$14,500	(\$5,041)
00-10-5235	Employee Asst Program	\$182	\$1,456		\$1,458	\$2,500	(\$1,044)
00-10-5240	PEHP	\$7,123	\$36,848		\$48,300	\$82,800	(\$45,952)
00-10-5300	Directors Reimbursement	\$0	\$1,124		\$2,917	\$5,000	(\$3,876)
00-10-5350	Retirement/Recognition	\$0	\$1,051		\$1,458	\$2,500	(\$1,449)
00-10-5400	Sick Leave/Retirement Payout	\$0	\$0		\$29,167	\$50,000	(\$50,000)
Total Personal Services		\$598,870	\$4,282,525	50.9%	\$4,904,083	58.3%	\$8,407,000 (\$4,124,475)
Materials & Services							
00-20-6000	Vehicle Maintenance	\$16,282	\$90,959		\$96,250	\$165,000	(\$74,041)
00-20-6010	Station Maintenance	\$3,582	\$40,252		\$35,000	\$60,000	(\$19,748)
00-20-6015	Utilities	\$10,227	\$71,233		\$67,083	\$115,000	(\$43,767)
00-20-6020	Administrative	\$2,260	\$24,027		\$29,750	\$51,000	(\$26,973)
00-20-6025	Training & Travel	\$3,725	\$18,349		\$25,667	\$44,000	(\$25,651)

		Month	YTD	%	%		
		1/31/2020	1/31/2020	Actual	YTD Budget	YTD	Annual Budget
							Balance
00-20-6026	Promotional Training & Travel	\$0	\$1,096		\$3,500		\$6,000 (\$4,904)
00-20-6030	Uniforms & PPE	\$1,952	\$21,267		\$42,583		\$73,000 (\$51,733)
00-20-6032	Volunteer Recruitment/Retention	\$840	\$5,976		\$11,667		\$20,000 (\$14,024)
00-20-6035	Interest/Bank Charges	\$497	\$4,806		\$5,833		\$10,000 (\$5,194)
00-20-6040	Physical Fitness	\$0	\$900		\$4,375		\$7,500 (\$6,600)
00-20-6045	Firefighting Equipment	\$1,327	\$17,573		\$14,583		\$25,000 (\$7,427)
00-20-6050	Medical Supplies	\$10,603	\$62,403		\$58,333		\$100,000 (\$37,597)
00-20-6100	Radio Equipment	\$0	\$1,575		\$11,667		\$20,000 (\$18,425)
00-20-6105	Breathing Apparatus	\$437	\$1,349		\$11,667		\$20,000 (\$18,651)
00-20-6110	Hazardous Materials	\$0	\$0		\$0		\$0 \$0
00-20-6115	District Mapping/Address Signs	\$0	\$1,536		\$583		\$1,000 \$536
00-20-6200	Fire Prevention	\$0	\$603		\$2,917		\$5,000 (\$4,397)
00-20-6205	Fire Investigations	\$897	\$1,810		\$2,917		\$5,000 (\$3,190)
00-20-6210	Public Education	\$7,370	\$8,691		\$5,833		\$10,000 (\$1,309)
00-20-6215	Life Flight Memberships	\$0	\$44,590		\$23,333		\$40,000 \$4,590
00-20-6300	Conflagration	\$0	\$841		\$4,375		\$7,500 (\$6,659)
00-20-6900	Miscellaneous Expenses	\$0	\$309		\$0		\$0 \$309
	Total Materials & Services	\$59,999	\$420,146	53.5%	\$457,917	58.3%	\$785,000 (\$364,854)
Contractual Services							
00-30-7000	Contractual Svcs - Audit	\$0	\$0		\$10,500		\$18,000 (\$18,000)
00-30-7005	Contractual Svcs - Legal	\$3,997	\$5,469		\$11,667		\$20,000 (\$14,531)
00-30-7010	Contractual Svcs - Service Contracts	\$10,099	\$90,765		\$87,500		\$150,000 (\$59,235)
00-30-7015	Contractual Svcs - I.T. Service	\$3,336	\$26,874		\$20,417		\$35,000 (\$8,127)
00-30-7020	Contractual Svcs - Office Assistant	\$0	\$9,085		\$4,083		\$7,000 \$2,085
00-30-7021	Contractual Svcs - Shop Maintenance	\$0	\$0		\$0		\$0 \$0
00-30-7030	Contractual Svcs- District Physician Advis	\$1,660	\$13,410		\$14,583		\$25,000 (\$11,590)
00-30-7035	Contractual Svcs- Hose & Ladder Testing	\$0	\$1,213		\$7,583		\$13,000 (\$11,787)
00-30-7040	Contractual Svcs - PPE Care	\$0	\$3,201		\$5,833		\$10,000 (\$6,799)
00-30-7045	Contractual Svcs - Property Lease	\$100	\$800		\$758		\$1,300 (\$500)
00-30-7050	Contractual Svcs - Liability Insurance	\$11,330	\$42,702		\$40,833		\$70,000 (\$27,298)
00-30-7055	Contractual Svcs - Legal Notices	\$0	\$0		\$700		\$1,200 (\$1,200)
00-30-7060	Contractual Svcs - Civil Service	\$0	\$303		\$583		\$1,000 (\$697)
00-30-7100	Fire Med Services	(\$6,920)	\$3,862		\$0		\$0 \$3,862
	Total Contractual Services	\$23,602	\$197,683	56.2%	\$205,042	58.3%	\$351,500 (\$153,817)
Capital Outlay							
00-40-8000	Capital Outlay - Administrative	\$0	\$0		\$0		\$0 \$0
00-40-8005	Capital Outlay - Building Improvements	\$14,084	\$101,597		\$145,250		\$249,000 (\$147,403)
00-40-8010	Capital Outlay - Equipment	\$67,357	\$91,358		\$119,875		\$205,500 (\$114,142)
00-40-8015	Capital Outlay - Apparatus	\$1,223	\$12,575		\$152,833		\$262,000 (\$249,425)
00-40-8020	Capital Outlay - Breathing Apparatus	\$0	\$0		\$0		\$0 \$0
00-40-8025	Capital Outlay - Tools	\$0	\$0		\$0		\$0 \$0
	Total Capital Outlay	\$82,664	\$205,530	28.7%	\$417,958	58.3%	\$716,500 (\$510,970)
Other Expenses							
00-50-9000	Debt Service Principal	\$0	\$133,023		\$133,292		\$228,500 (\$95,477)
00-50-9005	Debt Service Interest	\$0	\$0		\$0		\$0 \$0
00-50-9500	Contingency Funds	\$0	\$0		\$218,750		\$375,000 (\$375,000)
00-50-9999	Transfer Out	\$0	\$0		\$218,750		\$375,000 (\$375,000)
	Total Other Expenses	\$0	\$133,023	13.6%	\$570,792	58.3%	\$978,500 (\$845,477)
	Total Expenses	\$765,135	\$5,238,906	46.6%	\$6,555,792	58.3%	\$11,238,500 (\$5,999,594)
	NET SURPLUS/(DEFICIT)	(\$650,444)	\$2,977,000		(\$1,058,750)		(\$1,815,000) \$4,792,000

	Month 1/31/2020	YTD 1/31/2020	Annual Budget	Balance
02 - Real Property/Apparatus				
Revenue	\$32,952	\$0	\$885,000	(\$885,000)
Expenses				
Capital Outlay	\$0	\$0	\$200,000	(\$200,000)
Other Expenses	\$0	\$0	\$53,500	(\$53,500)
Total Expenses	\$0	\$0	\$253,500	(\$253,500)
NET SURPLUS/(DEFICIT)	\$32,952	\$0	\$631,500	(\$631,500)

	Month 1/31/2020	YTD 1/31/2020	Annual Budget	Balance
04 - Retired Senior Volunteer Program (RSVP)				
Revenue	\$6,615	\$46,646	\$71,934	(\$25,288)
Expenses				
Personal Services	\$5,444	\$37,674	\$62,034	(\$24,360)
Materials & Services	\$1,171	\$10,851	\$13,000	(\$2,149)
Contractual Services	\$0	\$0	\$0	\$0
Total Expenses	<u>\$6,615</u>	<u>\$48,525</u>	<u>\$75,034</u>	<u>(\$26,509)</u>
 NET SURPLUS/(DEFICIT)	 <u>\$0</u>	 <u>(\$1,879)</u>	 <u>(\$3,100)</u>	 <u>\$1,221</u>

		Month	YTD	%	YTD Budget	%	Annual Budget	Balance
		1/31/2020	1/31/2020	Actual		YTD		
02 - Real Property/Apparatus								
Revenue								
02-00-4020	Interest Earned	\$0	\$0		\$5,833		\$10,000	(\$10,000)
02-00-4999	Transfers In	\$32,952	\$0		\$510,417		\$875,000	(\$875,000)
Total Revenue		\$32,952	\$0	0.0%	\$516,250	58.3%	\$885,000	(\$885,000)
Expenses								
Capital Outlay								
02-40-8015	Capital Outlay - Apparatus	\$0	\$0		\$116,667		\$200,000	(\$200,000)
Total Capital Outlay		\$0	\$0	0.0%	\$116,667	58.3%	\$200,000	(\$200,000)
Other Expenses								
02-50-9000	Debt Service Principal	\$0	\$0		\$31,208		\$53,500	(\$53,500)
02-50-9005	Debt Service Interest	\$0	\$0		\$0		\$0	\$0
02-50-9999	Transfer Out	\$0	\$0		\$0		\$0	\$0
Total Other Expenses		\$0	\$0	0.0%	\$31,208	58.3%	\$53,500	(\$53,500)
Total Expenses		\$0	\$0	0.0%	\$147,875	58.3%	\$253,500	(\$253,500)
NET SURPLUS/(DEFICIT)		\$32,952	\$0	0.0%	\$368,375		\$631,500	(\$631,500)
04 - Retired Senior Volunteer Program (RSVP)								
Revenue								
04-00-4020	Interest Earned	\$0	\$0		\$0		\$0	\$0
04-00-4030	Grants Revenue-RSVP	\$6,615	\$44,896		\$40,212		\$68,934	(\$24,038)
04-00-4200	Miscellaneous Revenue-RSVP	\$0	\$1,750		\$1,750		\$3,000	(\$1,250)
Total Revenue		\$6,615	\$46,646	64.8%	\$41,962	58.3%	\$71,934	(\$25,288)
Expenses								
Personal Services								
00-10-5000 Base Salaries		\$4,149	\$29,046		\$28,478		\$48,820	(\$19,774)
04-10-5200	FICA-RSVP	\$299	\$2,095		\$2,295		\$3,935	(\$1,840)
04-10-5205	PERS-RSVP	\$953	\$6,307		\$5,192		\$8,900	(\$2,593)
04-10-5210	Unemployment-RSVP	\$18	\$60		\$29		\$50	\$10
04-10-5215	Workers Compensation-RSVP	\$3	\$18		\$18		\$30	(\$12)
04-10-5220	Life Insurance-RSVP	\$3	\$24		\$29		\$50	(\$26)
04-10-5225	Medical Insurance-RSVP	\$0	\$0		\$37		\$64	(\$64)
04-10-5230	Disability Insurance-RSVP	\$18	\$124		\$108		\$185	(\$61)
Total Personal Services		\$5,444	\$37,674	60.7%	\$36,187	58.3%	\$62,034	(\$24,360)
Materials & Services								
04-20-6015	Utilities-RSVP	\$0	\$0		\$0		\$0	\$0
04-20-6016	Rent Expense-RSVP	\$0	\$0		\$0		\$0	\$0
04-20-6020	Administrative-RSVP	\$582	\$1,553		\$0		\$0	\$1,553
04-20-6025	Training & Travel-RSVP	\$70	\$1,126		\$1,458		\$2,500	(\$1,374)
04-20-6400	Volunteer Transports-RSVP	\$322	\$896		\$1,167		\$2,000	(\$1,105)
04-20-6405	RSVP Meals	\$28	\$623		\$875		\$1,500	(\$877)
04-20-6410	Recognition-RSVP	\$169	\$6,239		\$4,083		\$7,000	(\$761)
04-20-6415	Volunteer Training-RSVP	\$0	\$0		\$0		\$0	\$0
04-20-6900	RSVP-Misc Expense	\$0	\$415		\$0		\$0	\$415
Total Materials & Services		\$1,171	\$10,851	83.5%	\$7,583	58.3%	\$13,000	(\$2,149)
Contractual Services								
04-30-7010	Contractual Services - Service Contracts R	\$0	\$0		\$0		\$0	\$0
04-30-7045	Contractual Services - Property Lease RSV	\$0	\$0		\$0		\$0	\$0
04-30-7050	Contractual Services - Liability Insurance l	\$0	\$0		\$0		\$0	\$0
Total Contractual Services		\$0	\$0		\$0		\$0	\$0
Total Expenses		\$6,615	\$48,525	64.7%	\$43,770	58.3%	\$75,034	(\$26,509)
08 - Special Revenue								
Revenue								
08-00-4030	Donations & Grants-Special Revenue	\$21,435	\$133,938		\$286,200		\$490,629	(\$356,691)

	Month 1/31/2020	YTD 1/31/2020	Annual Budget	Balance
08 - Special Revenue				
Revenue	\$196,492	\$308,995	\$1,390,629	(\$1,081,634)
Expenses				
Personal Services	\$17,248	\$80,588	\$260,130	(\$179,542)
Materials & Services	\$35,723	\$39,288	\$360,000	(\$320,712)
Contractual Services	\$0	\$0	\$5,500	(\$5,500)
Capital Outlay	\$0	\$35,471	\$165,000	(\$129,529)
Total Expenses	<u>\$52,971</u>	<u>\$155,346</u>	<u>\$790,630</u>	<u>(\$635,284)</u>
 NET SURPLUS/(DEFICIT)	 <u>\$143,521</u>	 <u>\$153,649</u>	 <u>\$599,999</u>	 <u>(\$446,350)</u>

	Month 1/31/2020	YTD 1/31/2020	Annual Budget	Balance
09 - Maintenance Enterprise Fund				
Revenue	\$5,432	\$51,772	\$130,000	(\$78,228)
Expenses				
Personal Services	\$2,668	\$18,986	\$65,500	(\$46,514)
Materials & Services	\$5,776	\$34,568	\$64,500	(\$29,932)
Contractual Services	\$0	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0
Total Expenses	\$8,444	\$53,554	\$130,000	(\$76,446)
 NET SURPLUS/(DEFICIT)	 (\$3,012)	 (\$1,782)	 \$0	 (\$1,782)

		Month 1/31/2020	YTD 1/31/2020	% Actual	YTD Budget	% YTD	Annual Budget	Balance
08-00-4200	Miscellaneous Revenue	\$175,057	\$175,057		\$525,000		\$900,000	(\$724,943)
Total Revenue		\$196,492	\$308,995	22.2%	\$811,200	58.3%	\$1,390,629	(\$1,081,634)
Expenses								
Personal Services								
	00-10-5000 Base Salaries	\$10,219	\$49,032		\$86,625		\$148,500	(\$99,468)
08-10-5135	FLSA-SAFER	\$0	\$0		\$0		\$0	\$0
08-10-5145	EMT Differentials & Recertification-SAFI	\$0	\$0		\$0		\$0	\$0
08-10-5155	Length of Service-SAFER	\$0	\$0		\$14,583		\$25,000	(\$25,000)
08-10-5200	FICA	\$433	\$3,416		\$5,772		\$9,895	(\$6,479)
08-10-5205	PERS *	\$2,181	\$8,989		\$14,852		\$25,461	(\$16,472)
08-10-5210	Unemployment	\$28	\$98		\$38		\$65	\$33
08-10-5215	Workers Compensation	\$3	\$21		\$2,917		\$5,000	(\$4,979)
08-10-5220	Life Insurance	\$7	\$31		\$44		\$75	(\$44)
08-10-5225	Medical Insurance	\$4,127	\$18,570		\$26,737		\$45,834	(\$27,264)
08-10-5230	Disability Insurance	\$49	\$231		\$175		\$300	(\$69)
08-10-5240	PEHP	\$200	\$200		\$0		\$0	\$200
Total Personal Services		\$17,248	\$80,588	31.0%	\$151,743	58.3%	\$260,130	(\$179,542)
Materials & Services								
08-20-6020	Administrative	\$32,952	\$34,262		\$178,500		\$306,000	(\$271,738)
08-20-6025	Training & Travel	\$2,771	\$4,386		\$29,750		\$51,000	(\$46,614)
08-20-6030	Uniforms & PPE	\$0	\$0		\$0		\$0	\$0
08-20-6032	Volunteer Recruitment/Retention-SAFER	\$0	\$640		\$875		\$1,500	(\$860)
08-20-6100	Radio Equipment-SAFER	\$0	\$0		\$875		\$1,500	(\$1,500)
Total Materials & Services		\$35,723	\$39,288	10.9%	\$210,000	58.3%	\$360,000	(\$320,712)
Contractual Services								
08-30-7010	Contractual Svc - Svc Contracts-Special Fi	\$0	\$0		\$3,208		\$5,500	(\$5,500)
08-30-7020	Contractual Services - Assistant-SAFER	\$0	\$0		\$0		\$0	\$0
Total Contractual Services		\$0	\$0	0.0%	\$3,208	58.3%	\$5,500	(\$5,500)
Capital Outlay								
08-40-8010	Capital Outlay - Equipment/Dispatch	\$0	\$35,471		\$17,500		\$30,000	\$5,471
08-40-8025	Capital Outlay - Tools/Server Room	\$0	\$0		\$78,750	58.3%	\$135,000	(\$135,000)
Total Capital Outlay		\$0	\$35,471	21.5%	\$96,250		\$165,000	(\$129,529)
Total Expenses		\$52,971	\$155,346	19.6%	\$461,201	58.3%	\$790,630	(\$635,284)
NET SURPLUS/(DEFICIT)		\$143,521	\$153,649		\$349,999		\$599,999	(\$446,350)
09 - Maintenance Enterprise Fund								
Revenue								
09-00-4080	Maintenance Shop Revenue	\$5,432	\$51,772		\$75,833		\$130,000	(\$78,228)
Total Revenue		\$5,432	\$51,772	39.8%	\$75,833	58.3%	\$130,000	(\$78,228)
Expenses								
Personal Services								
	00-10-5000 Base Salaries	\$1,494	\$10,346		\$21,583		\$37,000	(\$26,654)
	00-10-5100 Overtime	\$0	\$0		\$0		\$0	\$0
09-10-5200	FICA	\$115	\$795		\$1,765		\$3,025	(\$2,230)
09-10-5205	PERS	\$344	\$2,384		\$5,367		\$9,200	(\$6,816)
09-10-5210	Unemployment	\$7	\$25		\$88		\$150	(\$126)
09-10-5215	Workers Compensation	\$51	\$256		\$700		\$1,200	(\$944)
09-10-5220	Life Insurance	\$1	\$9		\$15		\$25	(\$16)
09-10-5225	Medical Insurance	\$580	\$4,883		\$8,167		\$14,000	(\$9,117)
09-10-5230	Disability Insurance	\$8	\$52		\$88		\$150	(\$98)
09-10-5240	PEHP	\$68	\$236		\$438		\$750	(\$514)
Total Personal Services		\$2,668	\$18,986	29.0%	\$38,208	58.3%	\$65,500	(\$46,514)
Materials & Services								
09-20-6000	Vehicle Maintenance	\$5,476	\$31,235		\$32,667		\$56,000	(\$24,765)
09-20-6015	Utilities	\$300	\$1,750		\$1,167		\$2,000	(\$250)

		Month	YTD	%	YTD Budget	%	Annual Budget	Balance
		1/31/2020	1/31/2020	Actual		YTD		
09-20-6020	Administrative	\$0	\$472			\$0	\$0	\$472
09-20-6025	Training & Travel	\$0	\$1,110		\$3,792		\$6,500	(\$5,390)
	Total Materials & Services	\$5,776	\$34,568	53.6%	\$37,625	58.3%	\$64,500	(\$29,932)
Contractual Services								
09-30-7021	Contractual Services - Shop Maintenance	\$0	\$0		\$0		\$0	\$0
	Total Contractual Services	\$0	\$0	0.0%	\$0	58.3%	\$0	\$0
Capital Outlay								
09-40-8025	Capital Outlay - Tools	\$0	\$0		\$0		\$0	\$0
	Total Capital Outlay	\$0	\$0		\$0		\$0	\$0
	Total Expenses	\$8,444	\$53,554	41.2%	\$75,833	58.3%	\$130,000	(\$76,446)
	NET SURPLUS/(DEFICIT)	(\$3,012)	(\$1,782)		(\$0)		\$0	(\$1,782)

Columbia River Fire & Rescue Bank Register Report - General Checking

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
71058	Accounts Payable	Computer Check	2/19/2020	Kaiser Permanente	\$0.00	\$6,248.05	(\$6,248.05)	2/19/2020	Outstanding
71060	Accounts Payable	Computer Check	2/19/2020	Life-Assist	\$0.00	\$5,300.49	(\$11,548.54)	2/19/2020	Outstanding
71065	Accounts Payable	Computer Check	2/19/2020	NW Natural Gas	\$0.00	\$2,078.22	(\$13,626.76)	2/19/2020	Outstanding
71067	Accounts Payable	Computer Check	2/19/2020	Oregon Occupational Medicine	\$0.00	\$2,357.00	(\$15,983.76)	2/19/2020	Outstanding
71068	Accounts Payable	Computer Check	2/19/2020	Philips Healthcare	\$0.00	\$2,874.73	(\$18,858.49)	2/19/2020	Outstanding
71072	Accounts Payable	Computer Check	2/19/2020	Dean Sasek, MD	\$0.00	\$1,660.00	(\$20,518.49)	2/19/2020	Outstanding
71074	Accounts Payable	Computer Check	2/19/2020	Stryker Medical	\$0.00	\$66,563.52	(\$87,082.01)	2/26/2020	Outstanding
71080	Accounts Payable	Computer Check	2/26/2020	Carquest Auto Parts	\$0.00	\$2,066.48	(\$89,148.49)	2/26/2020	Outstanding
71085	Accounts Payable	Computer Check	2/26/2020	Columbia River PUD	\$0.00	\$2,659.42	(\$91,807.91)	2/26/2020	Outstanding
71093	Accounts Payable	Computer Check	2/26/2020	Lowell Inc.	\$0.00	\$14,084.13	(\$105,892.04)	2/26/2020	Outstanding
71098	Accounts Payable	Computer Check	2/26/2020	Special Districts Insurance Services	\$0.00	\$96,468.64	(\$202,360.68)	2/26/2020	Outstanding
71102	Accounts Payable	Computer Check	2/26/2020	Wilcox & Flegel	\$0.00	\$2,280.65	(\$204,641.33)	2/26/2020	Outstanding
71107	Accounts Payable	Computer Check	3/5/2020	Cintas Corp-463	\$0.00	\$1,741.27	(\$206,382.60)	3/5/2020	Outstanding
71109	Accounts Payable	Computer Check	3/5/2020	Dell Marketing LP	\$0.00	\$1,877.00	(\$208,259.60)	3/5/2020	Outstanding
71114	Accounts Payable	Computer Check	3/5/2020	FirstNet Services provided by At&T	\$0.00	\$1,835.48	(\$210,095.08)	3/5/2020	Outstanding
71116	Accounts Payable	Computer Check	3/5/2020	INTTERRA	\$0.00	\$3,968.85	(\$214,063.93)	3/5/2020	Outstanding
71120	Accounts Payable	Computer Check	3/5/2020	Life-Assist	\$0.00	\$4,414.21	(\$218,478.14)	3/5/2020	Outstanding
71122	Accounts Payable	Computer Check	3/5/2020	McCoy Firefighter	\$0.00	\$2,385.98	(\$220,864.12)	3/5/2020	Outstanding
71125	Accounts Payable	Computer Check	3/5/2020	PEAK ELECTRIC GROUP, LLC.	\$0.00	\$2,698.09	(\$223,562.21)	3/5/2020	Outstanding
71128	Accounts Payable	Computer Check	3/5/2020	Richardson's Furniture	\$0.00	\$1,677.00	(\$225,239.21)	3/5/2020	Outstanding
71131	Accounts Payable	Computer Check	3/5/2020	Standard Insurance	\$0.00	\$1,637.40	(\$226,876.61)	3/5/2020	Outstanding
71135	Accounts Payable	Computer Check	3/5/2020	WHA Insurance agency, Inc.	\$0.00	\$2,934.96	(\$229,811.57)	3/5/2020	Outstanding
71136	Accounts Payable	Computer Check	3/5/2020	Wilcox & Flegel	\$0.00	\$1,782.79	(\$231,594.36)	3/5/2020	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$231,594.36)
Total Payments:	(\$231,594.36)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$231,594.36)

Columbia River Fire & Rescue and Scappoose Rural Fire District
33342 SW Meadow Dr, Scappoose OR
Regular Joint Meeting of the Board of Directors
February 13, 2020 7:00 pm

Regular Meeting: After due and legal notice the Regular Joint Board meeting of the Scappoose Rural Fire District and Columbia River Fire & Rescue Board of Directors was called to order at 7:00 pm by Board President David Graham.

Present: Hans Feige, Kelly Niles, Mark Kreutzer, Kim McLane, David Grant, David Graham, David Sorenson, Ron Cairns, and Andy Kriek.

Absent: CRFR Board Member Gary Hudson had an excused absence.

Others: Chief Hoke, DC Holsey, DC O'Connor, DC Smythe, DC Marks, PIO Motherway, FD Salisbury, FF Dubois, FF Kriek, Lt Anderson, Maria Heath, FF Christiansen, FF Fagan, FF Cole, FF McLane, FF Lehner, FF Weber, FF Brody, FF Fletcher, Lt Heuer, Shelly Booth, FF Pulito, FF Hennigan, FF Goering, FF Kish, FF Maginn, FF Gandara, FF Chaffeur, FF Mathews, EMS Curio, FF Ahlers. FD Nelson had an excused absence.

Changes to the agenda: The CRFR Executive Session on labor negotiations was eliminated, and Board members' comments and Good of the Order were moved before the Joint Executive Session to review the Fire Chief's performance.

Public Comment: None

Local 1660 Comments: FF Maginn stated that about a month ago morale was at an all-time low due to the potential loss of two members' employment and a valued program. He thanked the Board for coming together and coming to an agreement. On behalf of the union, he asked that the Board give careful consideration moving forward on some of the changes that might be taking place. He also noted that the Seattle Stairclimb for the Lung Association is taking place March 8.

Local 3215 Comments: Capt. Cole said that contract negotiations were taking place and they were working well with the Administration and should soon have a finished product ready for the Board.

CRFR Volunteer Association Comments: FF Lehner said academy has started, and he thanked all the Chief officers for the time they put into this organization.

Scappoose Volunteer Association Comments: No comments

Correspondence: None. The Scappoose Board expressed unfamiliarity with this agenda item, and President Feige said it was a placeholder for miscellaneous information and thank you letters that needed to come before the Board.

CRFR Consent agenda: Included in the consent agenda are the minutes from the Joint Board meeting on January 9, 2020, checks 70893-71043 for \$314,819.19 and the financial statement for December 2019. VP Niles moved to approve. Director McLane 2nd the motion.

Director Kreutzer asked why there were two payments to Special Districts Insurance, one for \$105,000 and one for \$70,000. VP Niles said that in the past, he has been told that it was a matter of how the billing cycle fell into place. President Feige said he would ask FD Nelson.

No further discussion. Unanimous vote, motion approved.

SRFD Consent agenda: Included in the consent agenda are minutes from the Regular Board meeting on January 9, 2020 and the financial statement as of January 31, 2020. Secretary Sorenson moved to approve. Director Kriek 2nd the motion.

Director Kriek asked why there was not a check register. Secretary Sorenson explained that the Board had chosen to forgo that, which refreshed Director Kriek's memory. Secretary Sorenson asked FD Salisbury whether she had received any comments or questions about the letter sent to the Budget Committee. FD Salisbury said no one had responded.

No further discussion. Unanimous vote, motion approved.

Reports:

Chief Hoke—said the Seaside SDAO conference last week was excellent and gave needed information about tax increment financing districts established through urban renewal statutes as well as collective bargaining and attorney phone calls. He reported on the South County collaborative meeting with elected officials from Columbia City to Scappoose. They were conducting a SWOT analysis (strengths, weaknesses, opportunities and threats) about the future of Columbia County. Chief Hoke asked them why no elected officials from the PUD or the fire district boards were invited. Chief said it was a good meeting and discussed transportation and other matters. He said negotiations were going well with Local #3215.

VP Cairns asked about the Master Fee Schedule. Chief Hoke said it would include all fees charged by the districts, including new ones like lift assists and vehicle accidents. He said private residents would get 4 lift assists for free and pay \$250 per assist thereafter. Assisted living and nursing home facilities would have to pay \$500 per assist with no free ones. The goal is to have those facilities hire staff and buy equipment to perform their own lift assists instead of using taxpayer funds.

Director Kreutzer confirmed that Chief Hoke meant non-combat personnel when he referenced overhauling R & C rehab in his report. Secretary Sorenson asked about the MOU with Local #1660, and Chief Hoke said a small error had to be corrected before it could be signed.

DC Smythe—President Feige asked about the drop in overall call volume. DC Smythe said this was normal during the holidays because people felt renewed enthusiasm for living longer and seeing family and friends. He said many more calls would be generated by all the new residential housing coming online. CRFR is expected to have 5000 to 5500 calls this fiscal year, with Scappoose at 3000 to 3500.

Director Kriek asked about board responsibilities for Lexipol. DC Smythe explained that the districts were on track to finish it. They are currently starting Tier 4 and there are 5 tiers. Some require union review. DC Greenup is coordinating this.

Chief Hoke explained that DC Pricher was in San Antonio on a Disaster Medical Assistance Team (DMAT) responding to the corona virus.

DC Marks said one person has dropped from the academy due to scheduling problems. Graduation will be May 30 or 31, and board members will be invited.

DC Holsey—discussed letter of recognition for care provided at a recent care facility call where the onsite caregiver was deceased. Responders made breakfast, brought medics from Clatskanie and SRFD to help provide medical care to the residents, and located an interim caregiver. DC O'Connor did extensive organizing of resources. The board members all thanked staff and expressed their appreciation.

DC O'Connor—discussed this morning's fire on Chapman Road where responders arrived at 2:45 am. A total of 12 duty crew and volunteers responded, and CRFR duty crew came to Scappoose Station in the middle of the night to provide backfill coverage.

Joint Old Business:

- A. Oversight Committee—President Feige reported that the committee discussed the Matrix report recommendations and timelines.
- B. Matrix Report Acceptance—SRFD. Director Grant moved to accept the Matrix cooperative services study report. Secretary Sorenson 2nd.

Discussion: The Board had no changes. VP Cairns felt that it was largely a waste of money – that without Chief Hoke the Fire Authority option would not have been included, and most of that came from the Lane County Fire Authority. Director KriECK agreed, stating that we paid a lot of money for much unnecessary information. He felt it should have contained more suggestions.

Unanimous vote – motion approved.

- C. Matrix Report Acceptance—CRFR. Director McLane moved to accept the Matrix cooperative services study report. VP Niles 2nd.

Discussion: The Board had no changes. VP Niles agreed with Directors Cairns and KriECK's concerns about wasting money, but the report will still help the boards plan for the future. The boards can share the report with the public to add some validity to their future actions. Director Grant said it puts the demographics financials, history of the IGA and other information all in one place, includes trend analysis and will help the boards move forward. VP Cairns said that it would be possible to implement this under Chief Hoke's leadership.

Unanimous vote – motion approved.

President Feige asked what next? Discussion ensued between the Boards about whether to implement the recommendations in the Matrix report.

Director KriECK said that he is very supportive of and wishes to pursue the Battalion Chief concept, and the Matrix report justifies that. VP Cairns said that we must take significant action in response to the report or end the IGA.

Chief Hoke said he met with the Planning Committee and drew up a plan. He has spoken with Ken Jones, the attorney who wrote the Lane Fire Authority. Mr. Jones is willing to assist with preparing Fire Authority (FA) documents if the boards approve that, and he will do so at a reduced rate.

Chief Hoke explained that an FA is an IGA with a different name. It leaves the two districts in place and establishes an administrative entity to oversee joint operations. It has a board with four members, two from each district. If there is an even vote, that matter would be referred back to the fire district boards. Everything with an ownership title – all buildings and apparatus – stays with the district named on the title. This includes all rolling stock and buildings. The districts will retain budgets for capital expenses and the tax rate in each district stays the same. The balance of district revenues will be transferred to the FA to pay for all personnel and operating expenses.

Chief said that he wants to create a FA that would be effective July 1, 2020, and it would include all the operations currently covered by the IGA. The remaining operations would be transferred to the FA effective July 1, 2021. This phased-in approach provides an opportunity for a test drive before the full FA is in place. If possible, Chief Hoke also wants to transfer the maintenance shop and the single

role EMS by July 2020. Transferring the shop to the FA makes sense because it is working for both districts. Transferring the single role would provide more flexibility in managing this function.

The FA provides more promotional opportunities for line personnel. It saves on management expense so there can be more 'boots on the ground.' Management can specialize, providing operational efficiencies and improvements. There is little to no impact on fire line operations since the districts already work together. Other districts are looking at this, and Special Districts has prepared a draft brochure on the subject for Chief Hoke to refine. The FA will require a public relations campaign to educate everyone.

VP Cairns asked about SRFD capital needs for new apparatus and a fire station, and funding these through a capital option levy. There was brief discussion about the two districts merging and the difference in tax rates. CRFR's rate is \$2.97 per \$1000 assessed value, and SRFD's total rate including the local option levy is \$2.35 per \$1000. This 62-cent difference is the primary obstacle to a merger.

Chief Hoke confirmed that there will be three budgets on July 1, 2020 – SRFD, CRFR, and the FA. The combined total of all three budgets will equal the revenues of both SRFD and CRFR. Each district will pay its own expenses, whether they are budgeted within the district or in the FA.

Director Grant said he agrees with the Matrix report's recommendation to form an FA. However, he expressed concern that Chief Hoke's timeline for implementation is too aggressive. He would rather delay implementation to provide time for Matrix recommendations such as a workshop establishing FA mission and values and better communication with staff and the community. This would increase overall buy-in on the plan and allow a smoother transition. These statements were applauded by some in the audience. Director Grant said he does not believe staff can meet the planned timeline. He would like to take more time in order to avoid the mistakes that were made on the IGA. Director Kriek agreed with Director Grant's concerns about the short time frame for implementation and the need to take more time.

There was discussion about how the two unions would be affected by the FA. Chief Hoke said that they would have to decide among themselves whether to go with one union or the other or create something new.

Director Kriek said he would like to get staff input on this. President Feige said the CRFR board had already talked to staff and he thought that the SRFD board would have done so as well. Director Grant said SRFD had a different culture, one that followed the chain of command. VP Cairns confirmed this. SDAO board workshops had emphasized that the Board only supervised the Fire Chief and not the rest of the staff, so they were discouraged from talking with staff and vice versa. Director Kriek suggested a confidential staff survey and a survey for the public.

The CRFR board members said they did not want to delay Chief Hoke's timeline. Comments included strong opposition to delay and concerns that there would be additional delays beyond that. VP Niles said he has faith that Chief Hoke and staff can implement the FA on the planned timeline.

Secretary Sorenson asked Chief Hoke to explain the July 1, 2021 deadline and the need to make the decision tonight. Chief Hoke said it couldn't be later because July 1 is the start of the fiscal year when budgets begin. If the decision to move forward is not made tonight, there will not be enough time to create the FA, meet local budget law requirements, and address other matters by July 1. He said Ken Jones has prior experience and is ready to assist with the legal paperwork at a reasonable price. Christy Monson, our attorney with the Local Government Law Group, was pleased that she would only have to review and file the documentation because that will make it a faster process.

Chief Hoke said that his concern was that one year from now we would still be here talking about this with very little done.

Director Kreutzer said he agrees with the Matrix recommendations and trusts the staff to get them done. He has experienced many mergers/IGAs previously (Beaverton, Tualatin Rural, Oregon City and West Linn) and knows those changes bring anxiety, which is understandable. However, the mergers combined resources and made the organizations cheaper, faster and more responsive. The FA will help eliminate redundancies and provide better service and buying power. That's what our citizens want from us. Director McLane said that Chief Hoke was hired specifically to accomplish change and do it quickly. Both boards knew that he was a 100-mph guy. President Feige agreed with the other CRFR board members comments.

Director Kriek asked what would happen if SRFD did not move forward with Chief Hoke's plan and timeline. President Feige said that the CRFR Board would probably terminate the IGA. Section 9.2 is clear that the IGA can be terminated with 90 days' notice.

VP Cairns said he agrees with CRFR on that decision. President Graham said he understands both interests, one for a slower process and the other for speed. We all know it's going to happen sooner or later. Director Grant said he was not opposed to the FA, and he also had wanted more aggressiveness in hiring the chief. He said the delay he is requesting will allow more time for preparation and will end with a great FA. He said that an FA is essentially a back-door merger without going to the voters and it was important to take the time to do it right.

President Graham asked the audience for comments, saying that CRFR had spoken to their staff and SRFD would like to hear from theirs.

FF Chauffeur said the applause for Director Grant's statement showed the staff's support for a slower pace. FF Chauffeur felt the current speed was out of control.

Director Kriek said that he has heard only two advantages to the FA from staff – 1) the promotional opportunities and 2) the battalion chiefs to provide better duty officer coverage. That's all they see. We have the IGA in place and there are things we need to fix there. Then we could move on.

Director Grant asked how long other districts had taken to form their fire authorities/mergers. VP Niles said that the last one he knew of went to an FA in less time than we have been in the IGA. Director Grant observed that was somewhat less than 3 or 4 years, but more than 4 months. He said he only wanted one more year. Director Kriek said we should take the time needed to do it right, even if it takes 10 years.

Lt Heuer said that many parts of the FA seem good and they want to support progress. But based on recent events, the staff have concerns about extra instability and instant decisions which have a negative effect on the bargaining unit and the employees. FF Kriek said that the ultimatum the Scappoose Board has given to us adds to those fears.

FF Lehner said look at the room – we're divided. When this started out, we were meshing and working well. Something's happened 4 years down the road, and now it's not working.

President Feige said we appeared to be at an impasse and needed to either postpone the decision or delay the FA implementation.

VP Niles made a motion to enact provision 9.2 of the IGA and terminate in 90 days. Director McLane 2nd.

Director Kreutzer said that before CRFR votes, he would like the SRFD board to write down their concerns because he wasn't sure he fully understood their reasons for wanting a delay. Then those could be discussed and perhaps a resolution could be reached. President Graham said that as the volunteer said, the boards are not meshing. He said we needed to agree on a vision and a mission to help bring us together.

President Feige said they must look out for their own department, and at some point, decide that enough is enough. Director McLane said that 4 years is more than enough. Look at the staff – they are separate.

Responding to that, Ms. Booth said that she would have taken a seat with CRFR staff. However, all those were taken when she arrived. Others also voiced objections to the perception of separateness. Then many CRFR and SRFD staff rose and exchanged places so that the districts' staffs were mixed together.

FD Salisbury said that from her perspective, the difference between the IGA and the FA was just a pile of paperwork. The boards could approve creating the FA shell and only put the IGA agreements inside it. They could leave out controversial matters like the single role function and we could start putting the pieces together. Then there would be an entire year to work on the rest of the FA and make it effective July 2021. Director Kriek explained how prior discussions between board members offered multiple solutions; one of which was the creation of a FA with each district led by a Chief. Director McLane said she didn't want to go another four years before a FA was developed. PIO Motherway shared her perspective that the goal is to serve the community and that each district does that, but in different ways and at different speeds. President Graham asked if people in the organizations were fearful of the change. PIO Motherway said that CRFR is used to change, whereas SRFD has had much less change historically.

Director Grant suggested taking one year to develop a vision statement for the FA and set firm dates toward the establishment of the FA. He is concerned about achieving the product that all members want on a rushed schedule. He suggested delaying the full FA to 2022.

VP Niles asked if the FA would still be on track if the two-year roadmap was kicked back a month.

FD Salisbury explained that moving the timeframe back even one month would place constraints on the budgeting process, saying that time is required to receive a new employer rate from PERS, and notifications would need to be made.

VP Niles pulled his previous motion to enact provision 9.2 from discussion in order to allow Secretary Hudson the opportunity to participate in the decision making.

FD Salisbury asked if another meeting could be scheduled in February. Director McLane asked if FD Salisbury and FD Nelson could begin the budgeting process for the FA, to which FD Salisbury said they would need a decision from the board before proceeding.

Secretary Sorenson expressed his support for the FA, suggesting the Boards move forward with the July 1, 2020 timeline as originally presented, realizing that in Feb. 2021, they may decide to delay if progress to that date doesn't meet the needs of the Districts. Director Kriek asked if the boards must approve the FA prior to developing the budget for the FA. Secretary Sorenson affirmed that the budget for 2020 would have to be developed only after the approval of the FA. FD Salisbury reminded board members that additional pieces could be added to the FA as the Boards are ready, but the framework and legal entity would be established. Chief Hoke reminded board members of the need to develop the FA in order to get the budget process started.

DC Smythe expressed that Division Chiefs working 90 hours per week needs to see improvement. He reiterated the need to decide from a leadership perspective, as motivating the front-line employees is difficult without clear direction.

Mayor Cole asked how he is to sell the idea of the FA to his constituents. He suggested the FA benefits SRFD more than CRFR. Director Kriek expressed that he struggles to explain the benefits of a FA to his constituents as well. DC Marks explained that increased manpower is a direct benefit to

operating under a FA. DC Smythe reviewed the call history and manpower ratio, expressing again the need for additional personnel and Battalion Chiefs.

VP Cairns expressed his vote to move ahead with the FA. Director Grant wants a workshop to develop a vision for the FA. This would need to be scheduled quickly, due to the budget timeline. Director Kriek supports the notion of a workshop. Chief Hoke suggested the need for full board support in order to move forward with the FA. The FA allows for reduced overhead costs without changing tax rates in either district.

President Graham asked DC Smythe if delaying the FA one year would be a workable solution. He responded that the Division Chiefs would not see relief for another year. Delaying would benefit SRFD more than CRFR.

President Graham asked Chief Hoke if the FA is necessary prior to hiring Battalion Chiefs. Chief Hoke responded that the BC positions are critical to the FA success. The additional positions are critical. Director Kriek asked if current employees would move into the BC positions, and eventually more firefighters would be hired to fill the vacancies created. FD Salisbury said they could begin the paperwork for incorporation with the hope to move different pieces, like Operations or the maintenance facility, under the FA in 2021. The boards need to vote now to begin the process.

FF Kriek asked President Graham to restate his question, saying he thought he asked, "Do we need the FA to hire Battalion Chiefs?" Chief Hoke responded with, "No, we need money." President Graham asked where the money for the BC positions would come from. Chief Hoke said they would come from SRFD and CRFR budgets. FD Salisbury suggested looking at SRFD's budget with FD Nelson to find areas where monies can be moved to pay for the BC positions.

Director Grant made a motion to move Chief Hoke's timeline out one year to 2022 for full implementation. Director Kriek seconded. Directors Grant and Kriek voted in favor of the motion. Directors Sorenson, Cairns, and President Graham opposed.

Secretary Sorenson moved to approve the original 2-year timeline with implementation beginning 2020. VP Cairns seconded. Directors Sorenson, Cairns, and President Graham voted in favor. Directors Kriek and Grant opposed. The motion carried.

President Feige asked for clarification that SRFD's board voted to approve with the FA beginning in 2020 and full implementation in 2021. President Graham confirmed.

Director Kreutzer moved to approve the original 2-year timeline with implementation beginning 2020. VP Niles seconded the motion. President Feige expressed Secretary Hudson's wishes to move ahead as planned. VP Niles expressed concern about lack of buy-in among employees as well as the benefit to constituents. He suggested that the only way he would move forward with the FA would be if a workshop were scheduled immediately to address Director Grant's concerns. Motion carried unanimously.

CRFR Old Business:

- A. Water Line Leak Repair: St. Helens Station water line leak repair invoice for \$14,084.13. This is for a 3-inch line, and they asked for an adjustment from the water company. Director Kreutzer moved to approve the invoice. VP Niles seconded. Motion carried unanimously.
- B. Engine Change Order: DC Smythe explained that additional changes to the new engines came from the apparatus committee. Safety items were added. Information on maintenance costs on current engines was presented to the members, separated by district. SRFD's maintenance costs appear to be smaller because some of the

maintenance costs were completed out of the county and there is no record of the costs. Director Kreutzer inquired about line items on the change order, specifically a deck gun and black paint. Director Kreutzer moved to approve the Engine Change Order at a cost of \$68,788. Director McLane seconded the motion. Motion carried unanimously.

- C. Medical Services Compliance Specialist (MSCS) Recruitment: DC Holsey discussed the job description for the MSCS position. Director McLane shared her concern with the AA degree as a minimum qualification. DC Holsey explained the purpose of this was to widen the applicant pool, saying they prefer a BA or MA. DC Holsey said he, Chief Hoke, and FD Nelson worked together to develop the job description. This position would begin this fiscal year. Director Kreutzer moved and VP Niles seconded the motion to approve the recruitment and hire of the MSCS position. The motion carried unanimously.

SRFPD Old Business:

- A. Engine Change Order: President Grant moved to approve the Engine Change Order for \$34,394. Secretary Sorenson seconded. Motion carried unanimously.
- B. Committee Reports: Planning Committee —Director Kriek stated his desire to get back to a Planning Committee with a combination of career, volunteer, and administration to plan for large expenditures like the purchase of engines. Chief Hoke agreed and stated this should begin in July, in order to get the FA up and running.
- C. Miscellaneous: None

CRFR New Business

- A. Resolution 2019-20-005 Surplus Property: CRFR has five vehicles to surplus. VP Niles moved to approve the surplus of the five vehicles. Director Kreutzer seconded the motion, which carried unanimously. Chief Hoke was asked where the vehicles would go, which he replied they would be sold.
- B. Rainier Bay Heater: Two units in the apparatus bays in Rainier have failed. VP Niles moved to approve the purchase and installation of a new apparatus bay heater at a cost of \$11,192. Director McLane seconded. The motion carried unanimously.

SRFPD New Business:

- A. Resolution 2020-02 Surplus Property: SRFD has three vehicles to surplus. Director Kriek moved to approve the surplus of the vehicles. VP Cairns seconded; motion carried unanimously.
- B. EMS Billing Procedure for Financial Hardship: FD Salisbury explained the Financial Assistance and Claim Review procedure, stating that it was CRFR's current policy. Director Grant moved to approve the procedure; Director Kriek seconded. The motion carried unanimously.
- C. Miscellaneous: None

Board Comments: After much discussion, the Boards decided on Sunday, February 23, 2020 from 4-7pm for a Special Board Meeting/Workshop.

Being no further business, the public meeting was adjourned at 9:45 pm.

The CRFR and SRFD Boards of Directors then reconvened at 9:55 pm in Executive Session per ORS 192.66(2)(i), to review and evaluate the job performance of the Fire Chief. No staff or members of the public were allowed to remain.

The Joint Executive Session was adjourned at 10:25 pm. The Boards did not return to open session and no action was taken.

Next regular meeting is scheduled for March 12, 2020 at 7:00 pm at the Columbia 911 Center, 58611 McNulty Way, St. Helens, Oregon

Scappoose Rural Fire District and Columbia River Fire & Rescue
51511 SE 2nd St., Scappoose, OR
Special Meeting/Workshop of the Board of Directors
February 23, 2020 4:00 pm

Joint Special Meeting Call to Order: After due and legal notice the Special Joint Board Meeting/Workshop of the Columbia River Fire & Rescue and Scappoose Rural Fire District Board of Directors was called to order at 4:04 pm by Board President Hans Feige.

Present: David Graham, David Sorenson, Ron Cairns, Andy Kriek, Kim McLane, Mark Kreutzer, Gary Hudson, Kelly Niles, Hans Feige.

Absent: David Grant

Others: Chief Hoke, DC Pricher, DC Smythe, DC Marks, DC Holsey, FF DuBois, FF Booth, Lt. Anderson, FF Kriek, Paramedic Quinn, FF Ahlers, FD Salisbury, Maria Heath

Opening Comments: Following the flag salute, President Graham thanked members for their attendance at the special session. President Feige requested that each board member be exhaustive in their search for answers in developing the Fire Authority (FA).

Develop a Vision for the Districts: DC Pricher, acting as facilitator, requested that board members refer to the Task, Purpose, and End State model throughout the meeting to guide their discussions.

Task: What do you want us to do?

Purpose: Why are we doing it?

End State: What it should look like in the end.

DC Pricher asked members what they wanted the vision of the Fire Authority to look like.

VP Cairns added that he wants the FA to maintain professionalism. VP Niles stated the need to provide better service. Director Kreutzer questioned the word "better". Niles clarified the statement by referencing the low staffing levels within the districts and his desire to improve staffing in order to provide better service. After discussion, the word "better" was modified to "improved". Directors agreed to the statement: Provide improved service to the Fire Districts.

Secretary Hudson stated the FA needs to have a clear organization with clear lines of authority.

VP Niles added the need for accountability.

Director McLane stated that the whole reason for the FA is to give our community the best service. To this, DC Pricher suggested editing this statement to: Improved Resource Management. McLane agreed with this modification.

Director Kriek stated that the FA must maintain fiscal responsibility.

VP Niles added later in the meeting the need for the FA to maintain/improve internal and external communications.

Review the FA Concept in Detail: Chief Hoke reviewed and further explained the concept of the FA to board members. He stated that the FA is not a merger. A merger would require a vote. The FA is essentially an IGA of a different name. Chief Hoke described how Lane County began their FA journey. He stated that apparatus and buildings would continue to belong to their respective districts. The taxpayers own those items. Personnel and operating expenses are moved under the FA umbrella, and capital budgets stay with their districts. All employees will belong to the FA.

VP Cairns asked if each district would approach voters separately for new monies or if that would happen as an FA. Hoke responded that each district would approach voters separately.

President Feige asked how the amount of money each district budgets toward the FA would be calculated, given the different labor contracts, numbers of employees, etc. Chief Hoke replied that staffing levels would not change in the FA. Employees can be moved from district to district, but the total numbers wouldn't change.

VP Niles asked if forming an FA budget was still possible given two separate union contracts. Chief Hoke replied that it is possible through the budgeting process. VP Niles asked how service would be improved if they continued operating with two separate contracts. Chief Hoke responded that the unions would need to work to resolve this issue. They would need to come together under one contract or develop a third contract specifically for the FA.

DC Pricher added that by July 2020, the people currently under the IGA would be the only people budgeted under an FA. This would include budgeting, administration, and Chief Officers. This would need to be part of the message to voters and how this improves service to taxpayers.

Chief Hoke then said the accounting would move to accrual rather than modified cash basis.

Chief Hoke used the purchasing of uniforms as an example of FA unification, saying that uniforms would be purchased from the same vendor and we would pay the same rates for uniform items across districts.

Director Kreutzer asked if each district would continue to have separate budget meetings. He also asked if there would be a separate budget committee for the FA. Chief Hoke responded that each district would continue to have separate budget committees. The FA would also have a budget committee. Citizens serving on district budget committees may also serve on the FA budget committee.

Director McLane asked which budget the money generated from Fire Marshal fees falls under. Chief Hoke stated that when under the full FA (2021), the Fire Marshal fees would go to the FA budget. VP Niles mentioned that until 2021, the Fire Marshal fees from locations in CRFR district go to SRFD's budget. This makes it difficult for him to sell to constituents. DC Pricher noted that the inspector will not be generating revenue under Fire Life Safety inspections. He acknowledged that driveway inspection fees are currently going to SRFD's budget. Niles expressed concern about CRFR subsidizing SRFD in this way. President Graham noted that SRFD pays the Fire Marshal's salary, so SRFD incurs costs associated with inspections.

Chief Hoke stated that all revenue is budgeted and then would eventually be transferred to the FA.

Secretary Sorenson stated that the budgets would be reviewed line-by-line and members would determine what line items are moved to the FA in 2020 and 2021.

Chief Hoke commented that the only line item determined by percentage in a FA budget would likely be the maintenance shop, since CRFR has 70% of the equipment, while SRFD has 30%. He mentioned that the hardest part of developing the FA will be getting the budget right. He also stated that he, FDs Salisbury and Nelson would likely go to Lane County for a day to study their budget development process.

Members asked questions to clarify their understanding of what budget items would be part of the FA. Chief Hoke said an example of a line item for the FA might be maintaining the garage doors at SRFD.

VP Niles stated his need to know what the FA would look like to voters. He expressed that he leans toward a full merger rather than continually going to the voters and asking for more money. Members then discussed the differences between a levy, a bond, and respective tax rates. Secretary Hudson asked what difference it would make with respect to taxes and levies, stating that the needs of the districts will never go away. Citing increased personnel and call volumes, the directors will continue to be faced with the question of whether to ask voters for more funding.

Chief Hoke stated the need to sell the concept of an FA to voters while taking advantage of timing at local, state and federal levels. Presidential election years provide us with the opportunity to have more voter turn-out. State issues of Cap and Trade, if passed, will increase fuel costs. Compression on tax abatements also affect our ability to stay within budget.

DC Pricher asked for additional thoughts about a vision statement for the FA. Chief Hoke read a portion of the Lexipol vision statement. Chief Hoke related his discovery that career staff and volunteers need to be asked for input regarding an FA, suggesting the development of a short survey to give all stakeholders an option to share thoughts. President Feige disagreed with this idea, stating his belief that this is not the correct time for a survey. He thought it would be more beneficial at the end of the process. He expressed his desire for putting an operational plan in place now, rather than a conceptual plan.

Chief Hoke distributed Organizational Chart #3, and asked members to review and ask questions. Director Kriek asked if six Battalion Chiefs was the correct number. VP Niles responded, saying it was accurate. Director McLane asked if the Medical Services Officer was the newly approved Compliance Officer. DC Pricher affirmed. President Feige asked who would pay for the new Battalion Chief positions. Chief Hoke responded by saying that funds would be moved from other positions. For example, the budgeted funds for the Recruitment and Retention position are available since that position is now funded under a grant. He also stated that one Battalion Chief position would be funded through SRFD, and two BC positions would be funded through CRFR. President Feige then reminded Chief Hoke that this is the first time he'd heard of this method to fund the Battalion Chief positions and again expressed his desire to move from a conceptual plan to an operational plan. VP Niles expressed skepticism in shuttling funds to pay for the BC positions. Concerns about sustained budgeting and long-term adjustments continued. Chief Hoke stated that Battalion Chiefs would be hired in April, and recruitment is taking place currently for the Medical Services Officer position. When asked which Division Chiefs would be moved to Battalion Chiefs, Chief Hoke replied DC Halsey, DC Marks, and DC O'Connor.

Discuss steps ahead for the FA: Chief Hoke distributed the Two-Year FA Road Map to members and stated that Ken Jones, an attorney, would help in the development of the FA.

President Feige asked how many of the bulleted items on the road map had been completed. Chief Hoke replied that the planning committee had met, they are currently looking at the budget, the Boards have approved the FA, and the PIO has been consulted regarding a public relations campaign. Chief Hoke then asked the members what they wanted to call the FA. He also stated that an email would go out to employees asking the same question.

President Graham asked for details regarding a public relations campaign. Chief Hoke acknowledged that adjustments for personnel could be huge. He again expressed the need to align pay and benefits among employees. VP Niles requested improved communication on the Two-Year Road Map and the plan for achieving each item. This led to the addition of the last recommendation for a vision statement: Improved internal and external communication. VP Niles also requested better self-assessment strategies to include accomplishments and failures of the FA.

President Feige suggested distributing the Two-Year Plan in increments to staff, while keeping the board informed of progress.

Secretary Sorenson asked if the recommendations from the Matrix report are incorporated in the Two-Year Road Map. Chief Hoke responded that some of the items in the Matrix report are FA related, while others are not.

President Feige inquired who would lead the coalition between career and volunteer groups. Chief Hoke responded that Association Presidents would be members of this coalition, as well as Chief Greenup.

Secretary Sorenson asked if it was possible to unite the billing systems, since SRFD outsources billing and CRFR uses in-house billing and contracts with Clatskanie Fire. Chief Hoke responded with the need to research cost effectiveness and choose one billing system.

Chief Hoke stated the need to name the FA Planning Committee, made of two members from each board as well as Chief Hoke. This committee is responsible for making sure the timeline is accomplished. VP Cairns expects the FA planning committee to update all board members.

President Feige suggested continuation of the workshop format to keep all board members informed. VP Niles agreed that the workshop format was beneficial.

Discuss Process Improvement on Board Communications: The Boards agreed to continuation of the workshop format, the schedule of which to be determined. Members agreed that email chains and small group social get-togethers across districts will continue the development of positive working relationships as the FA progresses toward a common goal. Chief Hoke pointed out that there are already many meetings. In fairness to staff, some meeting should be eliminated if more are added.

DC Pricher suggested assigning items on the Two-Year Road Map to individuals to report back to the board with FA related progress. He asked if board members wanted to develop a vision statement based upon the meeting notes, or if they preferred, he would write the vision statement. President Feige asked that DC Pricher, Chief Hoke, and the FA Planning Committee prepare the vision statement. VP Niles expressed the need to develop a mission statement, vision statement, and SMART goals.

Closing Comments: President Feige stated that good progress was made during the workshop. President Graham agreed that the workshop gave members a better idea of progress and plans moving toward an FA. He also thanked everyone for their participation. Chief Hoke thanked DC Pricher for facilitating.

Meeting adjourned at 6:59 pm.

Scappoose Rural Fire District
Profit & Loss Budget vs. Actual
July 2019 through February 2020

	Jul '19 - Fe...	Budget	\$ Over Bud...	% of B...
Income				
1. GENERAL FUND REVENUES				
Begin Available Cash on Hand	1,951,510	1,909,977	41,533	102%
Conflagration	58,328	95,000	-36,672	61%
EMS Receipts	478,061	700,000	-221,939	68%
Fire Marshal	3,600	40,000	-36,400	9%
FireMed	42,940	41,175	1,765	104%
G.E.M.T. (Medicaid)	37,440	30,000	7,440	125%
Gas Royalties	6,343	5,000	-5,000	0%
Grant Awards	0	45,000	-13,448	70%
Interest Earned on Investments	31,552	105,000	-54,804	48%
Intergovernmental	50,196	15,000	-3,814	75%
Miscellaneous Revenue	11,186			
Property Taxes				
Taxes - Current				
Local Option Levy	1,523,598	1,668,964	-145,366	91%
Permanent Rate Levy	1,369,843	1,480,025	-110,182	93%
Total Taxes - Current	2,893,441	3,148,989	-255,548	92%
Taxes - Prior Years	89,120	125,000	-35,880	71%
Total Property Taxes	2,982,561	3,273,989	-291,428	91%
Total 1. GENERAL FUND REVENUES	5,653,715	6,260,141	-606,426	90%
2. GRANT FUND REVENUE				
Grant Award	31,039	165,000	-133,961	19%
Total 2. GRANT FUND REVENUE	31,039	165,000	-133,961	19%
3. PROPERTY FUND REVENUES				
Begin Available Cash On Hand	334,328	337,252	-2,924	99%
Grant Income	0	333,333	-333,333	0%
Interest Earned on Investments	4,970	4,500	470	110%
Transfers In	0	55,463	-55,463	0%
Total 3. PROPERTY FUND REVENUES	339,298	730,548	-391,250	46%
4. PERSONNEL SVCS FUND REVEN				
Begin Available Cash On Hand	86,261	133,644	-47,383	65%
Interest Earned on Investments	1,074	2,900	-1,826	37%
Transfers In	0	100,000	-100,000	0%

Scappoose Rural Fire District
Profit & Loss Budget vs. Actual
July 2019 through February 2020

	Jul '19 - Fe...	Budget	\$ Over Bud...	% of B...
Total 4. PERSONNEL SVCS FUND REVEN	87,336	236,544	-149,209	37%
Total Income	6,111,388	7,392,233	-1,280,846	83%
Gross Profit	6,111,388	7,392,233	-1,280,846	83%
Expense				
1. GENERAL FUND EXPENDITURES				
1...				
1.1 GENERAL FUND PERSONNEL SVCS				
550 Insurance	406,014	668,572	-262,558	61%
560 Personnel Salaries	1,471,298	2,338,641	-867,343	63%
570 SocSec/Medicare(FICA)	116,818	188,121	-71,303	62%
580 Volunteer Services	26,556	52,175	-25,619	51%
590 Personnel Benefits	361,903	716,199	-354,296	51%
Total 1.1 GENERAL FUND PERSONNEL...	2,382,590	3,963,708	-1,581,118	60%
1.2 GENERAL FUND MATERIAL & SVC				
670 Contract Services	82,137	143,000	-60,863	57%
680 Communications Maintenance	7,198	23,700	-16,502	30%
720 Public Fire Services	6,832	14,800	-7,968	46%
730 Property & Liability Insur.	53,986	56,000	-2,014	96%
740 Uniforms	7,167	20,000	-12,833	36%
750 Maintenance on Equipment	54,537	143,500	-88,963	38%
760 Administration	32,772	56,500	-23,728	58%
765 Information Technology	73,312	71,900	1,412	102%
770 Operating Materials/Suppli	2,857	5,000	-2,143	57%
775 Emerg. Operating Supplies	5,655	65,000	-59,345	9%
780 Building & Grounds Maint.	51,408	101,500	-50,092	51%
790 Training	48,153	100,000	-51,847	48%
810 Utilities	19,679	35,570	-15,891	55%
870 EMS Operations	40,028	90,000	-49,972	44%
880 FireMed	16,713	23,000	-6,287	73%
Total 1.2 GENERAL FUND MATERIAL &...	502,433	949,470	-447,037	53%
1.3 GENERAL FUND CAPITL OUTLAY				
910 CO Equipment	93,603	341,500	-247,898	27%
Total 1.3 GENERAL FUND CAPITL OUT...	93,603	341,500	-247,898	27%
Total 1...	2,978,625	5,254,678	-2,276,053	57%
1.4 GENERAL FUND TRANSFER OUT				

Scappoose Rural Fire District
Profit & Loss Budget vs. Actual
July 2019 through February 2020

	Jul '19 - Fe...	Budget	\$ Over Bud...	% of B...
Transfers to Personnel Services	0	100,000	-100,000	0%
Transfers to Property Fund	0	55,463	-55,463	0%
Total 1.4 GENERAL FUND TRANSFER OUT	0	155,463	-155,463	0%
1.5 GENERAL FUND CONTINGENCY	0	200,000	-200,000	0%
1.6 GENERAL RESERVED FOR FUTURE	0	650,000	-650,000	0%
Total 1..GENERAL FUND EXPENDITURES	2,978,625	6,260,141	-3,281,516	48%
2. GRANT FUND EXPENSE				
2.3 MATERIALS & SERVICES	30,684	165,000	-134,316	19%
Total 2. GRANT FUND EXPENSE	30,684	165,000	-134,316	19%
3. PROPERTY FUND CAPITAL OUTLAY				
Building & Grounds Improvements	0	80,000	-80,000	0%
EMS Apparatus & Equipment	0	100,000	-100,000	0%
Fire Apparatus & Equipment	20,277	540,548	-520,272	4%
Miscellaneous Real Property	0	5,000	-5,000	0%
Reserved for Future Expenses	0	5,000	-5,000	0%
Total 3. PROPERTY FUND CAPITAL OUTLAY	20,277	730,548	-710,272	3%
4. PERSONNEL SVC FUND EXPENSE				
Liability & Service	40,000	231,544	-191,544	17%
Reserved for Future Expenses	0	5,000	-5,000	0%
Total 4. PERSONNEL SVC FUND EXPENSE	40,000	236,544	-196,544	17%
Total Expense	3,069,585	7,392,233	-4,322,648	42%
Net Income	3,041,802	0	3,041,802	100%

March 2020 Board Report- Chief Hoke

1. Master Fee schedule is ready for first reading. Unknow how much this will generate, but its more than we are receiving now.
2. I attended the OFCA Combo Roundtable in Salem. Very good meeting with lots of discussion on consolidations, mergers and Fire Authorities.
3. Obtained good info on OSHA inspections
4. I have asked the staff to overhaul our REHAB system. We are seriously failing in cancer/ heart attack prevention on scene.
5. Lot of prep work on COVID 19 prevention and protection of our responders.
6. Tower 431 broke down again. The engine is leaking oil, hydraulic fluid is leaking at on of the rams. It is back in service. Some very difficult decision will need to be made soon. Remember our ISO rating includes a ladder truck.

Chief of Operations – Smythe
February Board Report

- **Lexipol** – The Chief Officers are nearing completion of Tiers 1-5. The preliminary run through should be completed by the end of March. We have several policies that we need to negotiate with Local 3215 and 1600 as we move forward. Our initial goal of completing by March 1, 2020 will not occur. Additional time to discuss with the Locals and revise the more intricate policies will need to take place. This is a large and complex project that both Districts need to bring our policies and procedures up to date.
- **Rosenbauer Apparatus** – Contracts have been sent and we are awaiting the final CAD drawings from Rosenbauer. Once we have those it is OPS intention to distribute to the members for review. A mid-build update should take place this fall, and we are hoping to take ownership by Spring of 2021.
- **Union/Management Negotiations**: Local 3215 and CRFR Admin are currently working through the labor negotiations, Ops is happy with the progress and communication between both sides. Chief Hoke will advise further in his comments. It is the goal of Administration to have a TA'd contract in the next several weeks with Local 3215.
- **Fire Defense Board** – Fire Defense Board will be discussing the upcoming fire season, weather briefing, and expected forecast for the Summer of 2020. We are working to ensure that our Wildland capable equipment is in service and ready.
- **Budget Items** – OPS is working on the 2020/21 budget items. Several items include replacing old/outdated staff vehicles, Water Tender, Brush units, and extrication equipment. We will be requesting to purchase new equipment for the coming Rosenbauer apparatus including appliances, tools, and support equipment. The JMF shop will be requesting software upgrades, tools and related equipment to improve our vehicle maintenance turnaround.
- **CORVID 19** – Chief Holsey is working closely with our Medical Director and local agencies regarding the potential treatment, transport, and subsequent decontamination should we encounter someone with this current virus. OPS/Fire Defense Board Chief is monitoring and communicating with OSFM on mitigation plans should we see a pandemic in the State. At this time OPS and EMS have had discussions on how we can manage

encountering any patient suspected of having this virus. This includes how to protect our members from contracting it should we have contact.

- **2019/20** Run Calls to date: CRFR – **3790**, SRFD – **1996**
Trend for the Fiscal Year 19/20 – CRFR **5685** SRFD **2994**
- Combined District Projected Total: **8679 for FY 19/20**

- Community Paramedic calls for February 2020: 29

July 1 through March 1, 2020: 248

Comm Paramedic did respond to additional incidents but as part of a large response with other apparatus/crews. The number above represents the contacts that she responded to as a single unit. Total Calls: 263

These calls are also part of the CRFR total as listed above. Removing the CP incidents reduces total calls by 248.

Problem	Type	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
AB - ABDOMINAL PAIN	EMS	12	14	7	9	13	8	8	9	0	0	0	0	80
AB1 - ABDOMINAL PAIN C1	EMS	3	1	3	5	2	3	0	3	0	0	0	0	20
AL - ALLERGIC REACTION	EMS	1	4	2	2	2	4	5	2	0	0	0	0	22
AL1 - ALLERGIC REACTION C1	EMS	0	0	0	1	0	0	0	0	0	0	0	0	1
ANB - ANIMAL BITES/ATTACKS	EMS	1	1	3	1	1	0	0	1	0	0	0	0	8
ANB1 - ANIMAL BITES/ATTACKS 1	EMS	2	0	0	0	0	0	0	0	0	0	0	0	2
ASLW - ASSAULT WEAPONS	EMS	0	0	1	0	2	0	0	0	0	0	0	0	3
AST - ASSAULT PHYSICAL	EMS	1	0	4	0	5	2	0	0	0	0	0	0	12
BA - BACK PAIN	EMS	6	3	7	3	4	8	2	3	0	0	0	0	36
BA1 - BACK PAIN C1	EMS	0	2	1	0	3	3	3	1	0	0	0	0	13
BHI - BEHAVIORAL HEALTH	EMS	4	10	7	9	7	12	11	12	0	0	0	0	72
BL - BLEEDING PROBLEM	EMS	5	3	6	6	3	10	10	11	0	0	0	0	54
BL1 - BLEEDING PROBLEM C1	EMS	2	1	5	2	4	1	3	0	0	0	0	0	18
BR - BREATHING PROBLEM	EMS	23	27	26	23	30	44	28	26	0	0	0	0	227
BR1 - BREATHING PROBLEM C1	EMS	0	1	0	3	1	2	0	3	0	0	0	0	10
BU - BURNS	EMS	0	1	1	1	0	0	0	0	0	0	0	0	3
BU1 - BURNS C1	EMS	0	0	0	0	0	0	1	0	0	0	0	0	1
CH - CHEST PAIN/HEART	EMS	38	37	38	35	38	40	52	36	0	0	0	0	314
CK - CHOKING	EMS	0	1	0	2	3	1	1	3	0	0	0	0	11
CK1 - CHOKING C1	EMS	0	0	0	1	1	0	1	0	0	0	0	0	3
CPR - CARDIAC ARREST	EMS	6	2	11	4	10	6	6	4	0	0	0	0	49
CVA - STROKE	EMS	12	12	6	7	10	15	13	9	0	0	0	0	84
DI - DIABETIC PROBLEMS	EMS	9	7	12	11	6	8	9	4	0	0	0	0	66
DI1 - DIABETIC C1	EMS	0	1	1	0	0	0	3	0	0	0	0	0	5
FA - FALL	EMS	40	44	32	36	26	33	20	26	0	0	0	0	257
FA1 - FALLS C1	EMS	12	11	9	17	6	6	11	9	0	0	0	0	81
HCE - HEAT/COLDS EXPOSURE	EMS	1	1	0	0	0	0	0	0	0	0	0	0	2
HED - HEADACHE	EMS	0	2	0	1	2	1	4	1	0	0	0	0	11
HED1 - HEADACHE C1	EMS	0	0	0	1	0	0	1	0	0	0	0	0	2
HRI - HIT AND RUN INJ	EMS	0	0	0	1	0	0	0	0	0	0	0	0	1
LA - LIFT ASSIST	EMS	25	17	18	24	22	26	25	8	0	0	0	0	165
OVD - OVERDOSE/POISON	EMS	2	6	7	6	6	9	9	8	0	0	0	0	53
PR - PREG/CHILDBIRTH/MISCAR	EMS	4	2	0	0	1	1	1	2	0	0	0	0	11
SICK PERSON ALPHA	EMS	0	0	0	0	0	0	1	0	0	0	0	0	1
SK - SICK PERSON	EMS	39	50	48	48	47	50	52	35	0	0	0	0	369
SK1 - SICK PERSON C1	EMS	36	29	33	21	16	32	28	18	0	0	0	0	213
SZ - SEIZURES	EMS	13	8	7	9	11	11	7	4	0	0	0	0	70
TAI - TRAFFIC ACCIDENT INJURY	EMS	8	3	1	10	4	7	9	6	0	0	0	0	48
TOX1 - TOXIC EXPOSURE C1	EMS	0	0	0	0	0	0	0	1	0	0	0	0	1
TR - TRAUMA	EMS	8	6	8	10	6	7	5	6	0	0	0	0	56
TR1 - TRAUMA C1	EMS	4	7	4	6	7	7	6	3	0	0	0	0	44
UN - UNCONSCIOUS/FAINTING	EMS	2	8	11	17	7	6	7	8	0	0	0	0	66
ALFC - COMMERCIAL FIRE ALAR	Fire	8	12	9	4	10	6	5	8	0	0	0	0	62
ALFR - RESIDENTIAL ALARM	Fire	2	3	3	2	2	0	0	1	0	0	0	0	13
ALM - MEDICAL ALARM-1	Fire	11	9	19	16	24	15	8	9	0	0	0	0	111
AMB1 - MEDICAL TRANSPORT CODE	Fire	7	12	2	5	5	6	5	4	0	0	0	0	46
AMB3 - MEDICAL TRANSPORT CODE	Fire	3	6	4	7	5	6	5	3	0	0	0	0	39

BARK - BARK DUST FIRE	Fire	0	2	1	0	0	0	0	0	0	0	0	0	3
BRUSH - BRUSH FIRE	Fire	6	9	6	2	3	0	0	0	0	0	0	0	26
BURN - ILLEGAL BURN	Fire	10	9	15	14	17	9	5	5	0	0	0	0	84
CAR - CAR FIRE	Fire	1	2	2	1	0	3	2	0	0	0	0	0	11
CFIRE - COMMERCIAL FIRE	Fire	2	1	2	1	2	0	3	3	0	0	0	0	14
CHIM - CHIMNEY FIRE	Fire	0	0	0	1	2	2	2	1	0	0	0	0	8
HAZMAT - HAZMAT INCIDENT	Fire	2	0	0	0	2	0	3	1	0	0	0	0	8
INFF - INFORMATION FIRE	Fire	1	0	0	1	0	0	0	0	0	0	0	0	2
MISCELLANEOUS - FIRE	Fire	6	6	5	9	1	6	10	8	0	0	0	0	51
MISCN - MISC NON FIRE	Fire	2	4	8	3	1	0	2	3	0	0	0	0	23
MOVEUP - MOVE UP	Fire	12	12	11	6	4	9	12	3	0	0	0	0	69
MR2** - MARINE RESCUE EMRGENCY	Fire	1	0	1	0	0	0	0	0	0	0	0	0	2
MUA - MUTUAL AID	Fire	0	0	0	1	0	0	0	0	0	0	0	0	1
NGAS - NATURAL GAS LEAK	Fire	0	0	1	1	0	0	0	1	0	0	0	0	3
ODOR - ODOR INVESTIGATION	Fire	2	1	0	1	1	2	2	1	0	0	0	0	10
PA - PUBLIC ASSIST	Fire	37	33	24	41	49	32	35	33	0	0	0	0	284
RFIRE - RESIDENTIAL FIRE	Fire	3	5	2	4	3	3	4	5	0	0	0	0	29
SEND1 - SEND MEDICAL CODE 1	Fire	23	27	17	10	5	6	7	14	0	0	0	0	109
SEND3 - SEND MEDICAL CODE 3	Fire	2	6	2	3	0	1	0	3	0	0	0	0	17
SERV - SERV	Fire	3	2	7	3	0	1	1	1	0	0	0	0	18
SHT - SHOOTING	Fire	1	0	0	0	0	1	0	0	0	0	0	0	2
SMOKE - SMOKE IN THE AREA	Fire	5	4	3	4	3	1	1	0	0	0	0	0	21
SUA - SUICIDE ATTEMPT	Fire	1	3	3	6	3	2	6	7	0	0	0	0	31
TAT - TRAFFIC ACCIDENT ENTRAPM	Fire	0	0	0	0	0	0	0	1	0	0	0	0	1
TAU - TRAFFIC ACCIDENT UNK INJ	Fire	14	16	17	17	17	13	17	12	0	0	0	0	123
TECHR - TECHNICAL RESCUE	Fire	0	0	0	0	0	0	0	1	0	0	0	0	1
TRUCK - TRUCK FIRE	Fire	2	0	1	0	0	0	0	0	0	0	0	0	3
Total EMS	EMS	319	322	319	332	306	363	342	262	0	0	0	0	2565
Total Fire	Fire	167	184	165	163	159	124	135	128	0	0	0	0	1225
Total	All	486	506	484	495	465	487	477	390	0	0	0	0	3790

Problem	Type	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
AB - ABDOMINAL PAIN	EMS	5	7	5	6	1	6	3	2	0	0	0	0	35
AB1 - ABDOMINAL PAIN C1	EMS	1	1	1	2	1	2	2	1	0	0	0	0	11
AL - ALLERGIC REACTION	EMS	1	1	1	4	0	2	1	0	0	0	0	0	10
AL1 - ALLERGIC REACTION C1	EMS	0	1	0	1	0	0	0	0	0	0	0	0	2
ANB - ANIMAL BITES/ATTACKS	EMS	2	0	1	0	0	1	0	0	0	0	0	0	4
ANB1 - ANIMAL BITES/ATTACKS-1	EMS	1	1	0	0	0	0	0	1	0	0	0	0	3
ASLW - ASSAULT WEAPONS	EMS	0	0	1	0	2	0	0	0	0	0	0	0	3
AST - ASSAULT PHYSICAL	EMS	0	1	0	1	1	0	0	1	0	0	0	0	4
BA - BACK PAIN	EMS	0	1	0	1	1	1	1	0	0	0	0	0	5
BA1 - BACK PAIN C1	EMS	0	1	0	0	0	1	3	1	0	0	0	0	6
BHI - BEHAVIORAL HEALTH	EMS	1	2	0	2	4	5	2	3	0	0	0	0	19
BL - BLEEDING PROBLEM	EMS	3	1	4	4	4	4	3	1	0	0	0	0	24
BL1 - BLEEDING PROBLEM C1	EMS	1	0	1	1	2	1	2	2	0	0	0	0	10
BR - BREATHING PROBLEM	EMS	15	14	10	16	11	21	13	11	0	0	0	0	111
BR1 - BREATHING PROBLEM C1	EMS	1	0	0	1	1	1	0	1	0	0	0	0	5
BU - BURNS	EMS	0	3	1	0	0	0	0	2	0	0	0	0	6
CH - CHEST PAIN/HEART	EMS	15	16	22	13	13	22	19	18	0	0	0	0	138
CK - CHOKING	EMS	0	0	2	0	0	2	0	0	0	0	0	0	4
CPR - CARDIAC ARREST	EMS	6	3	11	7	11	9	5	5	0	0	0	0	57
CVA - STROKE	EMS	5	3	7	7	5	7	5	5	0	0	0	0	44
DI - DIABETIC PROBLEMS	EMS	2	2	3	6	1	1	0	2	0	0	0	0	17
FA - FALL	EMS	8	13	17	15	12	18	15	10	0	0	0	0	108
FA1 - FALLS C1	EMS	5	5	4	9	10	0	10	7	0	0	0	0	50
HCE - HEAT/COLDS EXPOSURE	EMS	0	1	0	0	0	0	1	0	0	0	0	0	2
HED - HEADACHE	EMS	1	2	0	0	0	1	1	1	0	0	0	0	6
HED1 - HEADACHE C1	EMS	0	1	0	0	0	0	1	0	0	0	0	0	2
HRI - HIT AND RUN INJ	EMS	0	0	0	1	0	0	0	0	0	0	0	0	1
LA - LIFT ASSIST	EMS	5	11	5	12	15	10	6	7	0	0	0	0	71
OVD - OVERDOSE/POISON	EMS	0	2	2	2	1	1	1	3	0	0	0	0	12
PR - PREG/CHILDBIRTH/MISCAR	EMS	1	0	0	0	1	0	3	0	0	0	0	0	5
SK - SICK PERSON	EMS	16	15	24	21	16	19	15	12	0	0	0	0	138
SK1 - SICK PERSON C1	EMS	10	5	7	8	11	9	9	8	0	0	0	0	67
SZ - SEIZURES	EMS	4	2	3	1	2	4	2	0	0	0	0	0	18
TAI - TRAFFIC ACCIDENT INJURY	EMS	8	3	1	10	4	6	11	5	0	0	0	0	48
TOX - TOXIC EXPOSURE	EMS	0	1	0	0	0	0	0	0	0	0	0	0	1
TR - TRAUMA	EMS	9	8	8	11	7	8	7	8	0	0	0	0	66
TR1 - TRAUMA C1	EMS	3	1	3	4	3	1	3	1	0	0	0	0	19
UN - UNCONSCIOUS/FAINTING	EMS	4	6	7	5	1	4	8	1	0	0	0	0	36
ALFC - COMMERCIAL FIRE ALAR	Fire	10	15	14	8	13	8	9	13	0	0	0	0	90
ALFR - RESIDENTIAL ALARM	Fire	3	2	4	1	2	0	0	1	0	0	0	0	13
ALFS - SCHOOL FIRE ALARM	Fire	0	0	0	0	0	0	0	1	0	0	0	0	1
ALM - MEDICAL ALARM-1	Fire	2	0	6	3	7	9	8	7	0	0	0	0	42
AMB1 - MEDICAL TRANSPORT CODE	Fire	8	12	4	9	6	8	6	7	0	0	0	0	60
AMB3 - MEDICAL TRANSPORT CODE	Fire	2	1	3	1	0	2	3	1	0	0	0	0	13
BARK - BARK DUST FIRE	Fire	2	0	0	2	0	0	0	0	0	0	0	0	4
BRUSH - BRUSH FIRE	Fire	6	10	6	4	2	1	0	0	0	0	0	0	29
BURN - ILLEGAL BURN	Fire	15	12	22	8	14	1	3	2	0	0	0	0	77

CAR - CAR FIRE	Fire	2	2	3	2	2	3	1	0	0	0	0	0	15
CFIRE - COMMERCIAL FIRE	Fire	2	1	2	1	2	0	2	3	0	0	0	0	13
CHIM - CHIMNEY FIRE	Fire	0	0	0	1	3	2	2	1	0	0	0	0	9
HAZMAT - HAZMAT INCIDENT	Fire	4	4	1	1	2	1	3	4	0	0	0	0	20
INFF - INFORMATION FIRE	Fire	3	3	1	4	5	1	1	1	0	0	0	0	19
MISCELLANEOUS - FIRE	Fire	9	9	6	12	3	8	11	11	0	0	0	0	69
MISCN - MISC NON FIRE	Fire	2	5	7	5	1	2	4	4	0	0	0	0	30
MOVEUP - MOVE UP	Fire	0	0	0	1	0	1	2	1	0	0	0	0	5
MR2** - MARINE RESCUE EMRGNCY	Fire	2	0	1	0	0	0	0	0	0	0	0	0	3
MUA - MUTUAL AID	Fire	0	0	1	1	0	1	1	0	0	0	0	0	4
NGAS - NATURAL GAS LEAK	Fire	0	0	2	2	1	0	0	1	0	0	0	0	6
ODOR - ODOR INVESTIGATION	Fire	2	2	0	0	2	2	2	1	0	0	0	0	11
PA - PUBLIC ASSIST	Fire	3	4	4	3	9	1	9	5	0	0	0	0	38
RFIRE - RESIDENTIAL FIRE	Fire	2	3	1	4	3	4	3	5	0	0	0	0	25
SEND1 - SEND MEDICAL CODE 1	Fire	7	6	5	4	4	4	2	1	0	0	0	0	33
SEND3 - SEND MEDICAL CODE 3	Fire	0	2	1	1	0	2	0	0	0	0	0	0	6
SERV - SERV	Fire	3	3	3	3	0	0	2	0	0	0	0	0	14
SHT - SHOOTING	Fire	1	0	0	1	0	1	0	1	0	0	0	0	4
SMOKE - SMOKE IN THE AREA	Fire	6	5	7	5	6	1	1	1	0	0	0	0	32
SUA - SUICIDE ATTEMPT	Fire	3	3	3	6	5	3	6	7	0	0	0	0	36
TAF - TRAFFIC ACCIDENT ON FIRE	Fire	0	0	0	0	0	0	0	1	0	0	0	0	1
TAT - TRAFFIC ACCIDENT ENTRAPM	Fire	0	0	0	0	0	0	0	1	0	0	0	0	1
TAU - TRAFFIC ACCIDENT UNK INJ	Fire	7	14	12	16	13	12	18	10	0	0	0	0	102
TECHR - TECHNICAL RESCUE	Fire	0	0	0	0	0	0	0	1	0	0	0	0	1
TRUCK - TRUCK FIRE	Fire	2	0	0	0	0	0	0	0	0	0	0	0	2
Total EMS	EMS	133	134	151	171	141	167	152	119	0	0	0	0	1168
Total Fire	Fire	108	118	119	109	105	78	99	92	0	0	0	0	828
Total	All	241	252	270	280	246	245	251	211	0	0	0	0	1996

Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
ALM - MEDICAL ALARM-1	0	0	0	0	1	0	0	0	0	0	0	0	1
BHI - BEHAVIORAL HEALTH	0	0	0	1	0	0	0	0	0	0	0	0	1
BL - BLEEDING PROBLEM	1	0	0	0	0	0	0	0	0	0	0	0	1
DI - DIABETIC PROBLEMS	0	0	0	0	0	1	0	0	0	0	0	0	1
FA - FALL	1	0	0	0	0	0	1	0	0	0	0	0	2
HED - HEADACHE	0	0	0	0	0	0	1	0	0	0	0	0	1
LA - LIFT ASSIST	0	0	0	1	0	0	0	0	0	0	0	0	1
PA - PUBLIC ASSIST	31	29	20	35	41	30	29	27	0	0	0	0	242
SERV - SERV	1	1	3	0	0	0	0	1	0	0	0	0	6
SK - SICK PERSON	0	1	0	2	0	0	1	0	0	0	0	0	4
SK1 - SICK PERSON C1	1	0	0	0	1	0	0	0	0	0	0	0	2
UN - UNCONSCIOUS/FAINTING	0	0	0	0	0	0	0	1	0	0	0	0	1
Total	35	31	23	39	43	31	32	29	0	0	0	0	263



Columbia 9-1-1 Communications District Calls For Service

Columbia County Law CFS & Traffic Stops by Agency for the period 07/01/2019 00:00:00 - 02/29/2020 23:59:59

Clatskanie PD (CSO)													
Agency	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL

Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total CFS	373	358	306	261	253	235	43	296	0	0	0	0	2,125
Total Traffic Stops	55	41	38	49	29	41	9	29	0	0	0	0	291
Total	428	399	344	310	282	276	52	325	0	0	0	0	2,416

Columbia S.O.													
Agency	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL

Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total CFS	1,164	1,304	1,296	1,266	1,083	1018	1136	1010	0	0	0	0	9,277
Total Traffic Stops	170	166	147	125	142	145	147	116	0	0	0	0	1,158
Total	1,334	1,470	1,443	1,391	1,225	1,163	1,283	1,126	0	0	0	0	10,435

Columbia City PD													
Agency	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL

Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total CFS	88	109	74	81	49	77	69	80	0	0	0	0	627
Total Traffic Stops	42	44	44	40	72	57	50	45	0	0	0	0	394
Total	130	153	118	121	121	134	119	125	0	0	0	0	1,021

Rainier PD													
Agency	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL

Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total CFS	691	389	442	544	486	501	460	454	0	0	0	0	3,967
Total Traffic Stops	43	35	35	56	41	61	42	64	0	0	0	0	377
Total	734	424	477	600	527	562	502	518	0	0	0	0	4,344

Scappoose PD													
Agency	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL

Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total CFS	500	474	464	466	399	397	369	429	0	0	0	0	3,498
Total Traffic Stops	95	116	103	67	60	64	82	63	0	0	0	0	650
Total	595	590	567	533	459	461	451	492	0	0	0	0	4,148

Agency													
St Helens PD													
Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total CFS	1,461	1,425	1,299	1,270	1,116	1,063	1,153	1,214	0	0	0	0	10,001
Total Traffic Stops	237	254	246	180	278	340	260	174	0	0	0	0	1,969
Total	1,698	1,679	1,545	1,450	1,394	1,403	1,413	1,388	0	0	0	0	11,970

Agency													
Vernonia PD													
Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total CFS	299	288	210	220	205	158	183	160	0	0	0	0	1,723
Total Traffic Stops	27	49	21	39	37	18	6	14	0	0	0	0	211
Total	326	337	231	259	242	176	189	174	0	0	0	0	1,934

Clatskanie RFPD													
Agency													
Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total EMS	73	57	88	68	59	80	65	69	0	0	0	0	559
Total Fire	31	36	26	31	27	21	36	31	0	0	0	0	239
Total	104	93	114	99	86	101	101	100	0	0	0	0	798

Columbia River Fire & Rescue													
Agency													
Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total EMS	319	322	319	332	306	363	341	262	0	0	0	0	2,564
Total Fire	167	184	165	163	159	124	106	128	0	0	0	0	1,196
Total	486	506	484	495	465	487	447	390	0	0	0	0	3,760

Mist - Birkenfeld RFPD													
Agency													
Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total EMS	9	11	8	8	5	9	9	3	0	0	0	0	62
Total Fire	8	9	12	10	5	9	6	9	0	0	0	0	68
Total	17	20	20	18	10	18	15	12	0	0	0	0	130

Scappoose RFPD													
Agency													
Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total EMS	133	134	151	171	141	167	154	119	0	0	0	0	1,170
Total Fire	108	118	119	109	105	78	128	92	0	0	0	0	857
Total	241	252	270	280	246	245	282	211	0	0	0	0	2,027

Vernonia RFPD													
Agency													
Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total EMS (Metro West)	46	43	38	45	40	33	24	36	0	0	0	0	305
Total Fire	17	21	8	15	18	14	18	21	0	0	0	0	132
Total	63	64	46	60	58	47	42	57	0	0	0	0	437

ODF Columbia													
Agency													
Problem	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Total EMS	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fire	43	44	46	27	35	11	7	10	0	0	0	0	223
Total	43	44	46	27	35	11	7	10	0	0	0	0	223

Joint Maintenance Facility Cost Analysis

The Columbia River Fire and Rescue District operates a Joint Maintenance Facility (JMF) at 58555 McNulty Way, St Helens Oregon. The JMF shares space at this facility with the City of St Helens Maintenance Department. The shop initially employed (2) EVT level fleet maintenance personnel. In late 2018 the JMF increased the shop personnel to (3) EVT level mechanics. In the Spring of 2019, the JMF had the senior fleet mechanic resign for another position at a neighboring Fire District. The JMF currently employs (2) EVT level technicians as of Jan 1, 2020.

The JMF maintains the CRFR Fleet of 32 emergency response vehicles, as well as services vehicles for ODF, Sheriff, Scappoose FD, and Sauvie Island FD. The JMF staff also maintain and conduct minor repairs to CRFR stations and buildings, and work with the Facility Chief on larger projects as required. Revenue is generated from the maintenance of the above fire and police agencies. The current projected revenue from **outside work** is **\$130,000**. The loss of any one or more will have a direct impact to the budget of the JMF and CRFR.

With the IGA/Fire Authority model the addition of the SRFD fleet from contract work to a mandatory maintenance program facilitated by JMF personnel the following information was obtained to find a cost break down:

CRFR Vehicle List:

Engine	(7)
Squirt/Quint	(1)
Water Tender	(4)
Brush Type VI	(4)
Brush Type III	(1)
Ambulance	(7)
Staff Vehicle	(8)
Hvy Rescue	(1)

Total (33)

SRFD Vehicle List:

Engine	(4)
Ladder Truck	(1)
Water Tender	(2)
Brush Type VI	(2)
Brush Type III	(1)
Ambulance	(3)
Staff Vehicle	(7)
Support/Hvy Res	(2)
Fire Boat	(1)

Total (23)

Total Vehicle Fleet Combined: 56

SRFD Percentage of Fleet: 69% of CRFR totals

In addition to the vehicles associated with SRFD, we must consider that we will be increasing the number of stations by four (4) to our current number of (10) facilities at CRFR. CRFR has (7) Fire Stations, (1) Administration Office, (1) JMF Building/grounds, and the Lee Broadbent Training Facility (6) structures.

SRFD maintains (3) Fire Stations, (1) Boat House, and the Administration portion of Fire Station 431.

This addition of equipment and buildings needs to be factored into the overall cost of a joint maintenance program. For this report Ops did not include or have access to SRFD building maintenance costs or budget. (See Safety/Facility Chief)

JMF Personnel/Associated costs:

- (2) Fleet Mechanic: \$171,000 (total compensated cost) Jan 1, 2020
- CRFR Maintenance Budget 2019/20: \$165,000*
- Shop Cost including Building, repairs, utilities: \$30,000 (JMF)
- Tools and associated operating equipment: \$30,000 **
- Revenue generated by JMF - \$130,000 (All outside work)

Total Costs: \$396,000 annual

SRFD Cost @ 69% of CRFR Fleet: \$275,000

(*) CRFR Maintenance Budget includes parts, equipment, replacement items.

(**) Tool upgrades, computer software/diagnostic, replacement

It is recommended that we increase the cost associated an average of 3-5% annually for: (Approximately 20-34K)

- Increase employee cost
- Increase in parts
- Increase in tools and technology
- Increase in Fuel/Oil
- 5% cost for annual, mandated, and Fire Department Training (Overtime)
- Firefighter/Mechanic Cost including Police/Fire PERS

The combined cost of SRFD and CRFR units being repaired, maintained, and upgraded is \$675,000 on an annual basis. This includes all costs associated along with personnel at the EVT level technician.

The addition of 23 vehicles to the CRFR JMF responsibility will have a direct impact on the shop personnel. Prior to Fall of 2019 the CRFR JMF only worked on SRFD Fire Engines and Water Tenders. Ambulances and light duty vehicles were serviced and repaired at a third-party vendor and not at the CRFR JMF. This means that the two EVT level technicians CRFR employs will see an increase in shop work with the Fire Authority/IGA. **The combined cost to operate the JMF for both Districts is \$675,000 and a 3-5% increase annually should be considered to maintain our fleets.**

The nationwide average fleet vehicle to mechanic/technician for the fire service is approximately 25:1. (25) vehicles to (1) Mech/Tech, at our current or expected joint venture we meet the current ratio with 56 vehicles to (2) EVT level technicians. The addition of the Sheriff's Office with approximately 90-120 vehicles, ODF with approximately 8-15, and Sauvie Island at 5-8 the CRFR Fire District will need to consider another Fleet Technician in the foreseeable future.

SRFD portion of the overall **\$675,000** Maintenance Division operating expenses is **\$275,000** and should consider increasing it to **\$295,000**. The **\$20,000** increase would cover needed repairs, maintenance, and upgrades to the SRFD Fire Boat 43. The Fire Boat is often serviced and repaired by a third-party vendor; this cost needs to be incorporated into the Fire Authority Maintenance Budget so as to not impact land-based emergency response apparatus line item.

CRFR will see a decrease in shop revenue by the loss of SRFD vehicles becoming "owned" by the Fire Authority. This loss will need to be considered when we discuss the operating budget of the JMF. SRFD is a portion of the annual revenue of \$130,000 generated by the JMF. That portion fluctuates between approximately between \$20,000 and approximately \$40,000 annually for SRFD. SRFD Budgeted approximately \$144,000 for vehicle maintenance, tires, and fuel.

The age of fleet of both Districts require that we increase our budgets to accommodate the need for more frequent services of our apparatus. A 25-year-old front line engine requires 50-100 hours of annual service and mechanical breakdowns. The hours of service repair do not account for the days or weeks that the vehicle sits waiting for parts.

As our fleet is replaced, we may see a decrease in shop use for mechanical breakdowns but an increase in services as required by the new technology. Considering that the combined budgets of SRFD and CRFR exceed 10 million, the current cost to operate a shop at \$700K is appropriate.

We cannot look to the future of next week, but the future of the next 10-20 years and the required improvements necessary to keep our emergency response vehicles ready and capable. This report is based upon current costs of equipment, tools, and personnel. In order to stay vigilant, we must continue to monitor the workload on our shop personnel in order to limit burn out. Unlike emergency response which can ebb and flow the JMF will always see work on our apparatus and those of our customers. Mechanics and Morticians are never short of work, there is always someone needing in need. **Please remember that our staff keeps our fleet on the road day or night. We appreciate their knowledge, experience, and capabilities.**

SUMMARY:

Columbia River Fire and Rescue (33 Vehicles) Joint Maintenance Facility Operating Cost:	\$396,000
Revenue Generated by JMF	+\$130,000
Scappoose Rural Fire Protection District (23 Vehicles) Fire Boat 43 Maintenance/Upgrades Annual	\$275,000 \$20,000
Total Cost of JMF Operating Cost of Combined Districts:	\$671,000 FY 20/21
Loss of Revenue by CRFR JMF Approximately:	\$20-40K
3-5% Annual Increase for Fuel, Tools, Technology:	\$20-30K

Fire Marshal Report

March 2020

Meetings Attended

6 meetings (Various topics and subjects)

Training

OSFM 2019 Fire Code Update

Projects

Implementation of Imagetrend (Location/Occupancy/Inspections)

Intterra Implementation and REGIS participation

Fire Code Guide Update

TV Dashboards

sUAS Regional COA (*Information later in the Board Meeting*)

Special Operations

READY Set GO (Both Districts)

Plan Reviews

4

Driveway Inspections

7

System Tests

4

General Inspections

2

Fire Investigations

7

UAS (Drone) Missions

1

Other Information

Received orders to respond to Lackland Airforce base as a Safety Officer Feb. 1-16) to augment the medical response to the federal quarantine site. I was a National Disaster Medical System (NDMS) responder, working under the Assistant Secretary for Preparedness and Response (ASPR) who reports to the Secretary of the US Department of Health and Human Services (DHHS).

Training Report
February 2020
Chief Marks

- Training Program Management at NFA
- Probationary Fire Fighter 6 month testing
- Duty Officer Training
- Lexipol Work
- Staff Meetings
- Duty Shifts
- Continued College Work
- Drills
 - o Topics covered required training
 - Hipaa
 - Blood Bourne Pathogens

Large Continuing Projects

Annual Training Plan

Volunteer Academy

EMR Academy went well. Captain Cole did an amazing job again with this section. Final testing occurred on February 1st. Good success with most of the students. We had 4 current volunteers attend with the new recruits. This was the first EMR class we offered in 2020 with the goal to have all operations level responders trained to the EMR level by the end of 2020.

Fire Academy begins February 8th and will continue almost every weekend through May with graduation set for either May 30th or 31st. We will have a total of 14 attending the fire academy (6 from CRFR, 4 from Scappoose, and 4 from Sauvie Island).

EMS Division Chief Erick Holsey

March 4, 2020

March Board Report

- Board Goals
 - Board goals continue to be on radar, in focus, and on track.
- Community Paramedic
 - Community Paramedic
 - Has continually provided care and outreach to our constituents. Was able to provide resources to St. Helens School District to help a student.
 - CPCCO Meetings
 - PMPM model still being discussed, grant has been extended to provide time to introduce new funding method at end of fiscal year. Additional metrics through Image Trend are being examined.
- Compliance
 - CQI Update- New process is being developed in Image Trend hopefully will rollout with a demo program this month. Been some delays on this process due to need to focus on Image Trend Metrics.
 - ASA-
 - ASA boundaries within the county have been adjusted to provide the most logical service to county residents. Meetings with Washington County and Multnomah County have occurred and are currently working at cleaning up border to ensure no ambulance coverage gaps exist and we are in compliance with our current contract responsibilities.
 - ASA committee met and new plan is under development. The need to formalize boundaries and time zones exists for mapping layer which also has the capacity to provide dispatch advantages.
 - OHA- Been working with COVID 19 guidance and OMB Scope of Practice issues on new protocols.
 - EMS Files- Files have been checked for compliance and list has been developed of needed updates.
 - Licensing- Will have EMR recert in the next coming months. Evaluating training needs and will be providing additional EMS training to meet those needs.
- EMS Medical Director- Working on scope of practice issues with some medications. Completed high risk exposure guideline and altered dispatch EMS alarm cards to reflect current CDC recommendations.
- Single Role EMS
 - CRFR- Had a wave of illness with single role providers which has decreased use of unit this month
 - Scappoose- Waiting on background checks and physical results for formal job offers.
- Health Care Partnerships and Outreach
 - Public Health Flu Updates
 - Declining activity but still active cases

- Corona Virus
 - 94,250 confirmed cases
 - 3214 deaths
 - △ ▪ 51038 recovered
 - 128 cases in US 8 deaths in King County Washington
 - Number cases in Oregon
 - 3 positive
 - 18 pending
 - Requires use of contact, droplet, and airborne precautions for EMS
 - Requires reduction of personnel to minimize possible exposures
 - Requires disinfectants that are effective against corona virus
 - Will require reporting and follow up if potential exposure exists
 - In summary it is a virus that normally transmits from animal to human but has mutated to human to human transition in airborne droplets currently. Symptoms of fever and lower respiratory.
 - Have developed High Risk Exposure SOG for crews responding to emergencies that have exposure risks.
 - Provided outreach to clinics, schools, and jail system for potential pandemics to compare plans and operational guidelines. Plan on meeting with Care facilities within the next few weeks.
 - Have had one potential case during transport. Pt. Was negative for virus, crews performed well, used proper PPE, asked Hx screening questions, and made the right notifications as per guideline.
- Compliance Officer
 - Position has been posted
- Capital Projects
 - CRFR Mannequins- Research for new EMS training mannequins will begin this month.
 - Working on Narcotics compliance programs and equipment for DEA requirements

FEBRUARY 2020

SAFETY & RESOURCE MANAGEMENT

SAFETY/WELLNESS

Met with representatives from Tactical Athlete Health & Performance Institute (TAHPI) regarding return to work program for injured firefighters; Printed and distributed LODD forms for completion by all staff for contact info in the event of a death or catastrophic injury; Assist several firefighters with navigating back to work process due to sickness/injury; Health & Wellness meeting 2/18

FACILITIES

Created and advertised Request for Proposals to remodel the St. Helens dorm. No proposals were received; Carpet cleaning completed at St. Helens and Rainier Stations; Purchase and install of furniture and appliances at the Goble Station for volunteers; Started process for bay heater replacement at Rainier Station; various station repair requests and coordination of contractors for repairs;

IT

All CRFR firewalls have been replaced, connectivity throughout the district is significantly improved

VOLUNTEERS

The Goble Station now has a live in volunteer, Isaiah Kandle graduated the volunteer academy in Spring 2019. We have been doing upgrades to the Goble station to accommodate resident volunteers; Brayden Garver returned as a CRFR volunteer he had been with us 2 years ago; Saturday morning training w/volunteers 2/1; Continued work on student firefighter program; SAFER grant planning meeting w/Marit & Jennifer

MISC

Successfully completed inventory with SeaWestern and Dyno Nobel for the order of new SCBA and PPE from Dyno Nobels fine; Completed AFG closeout of hose, nozzles & appliances grant; Participated in Lexipol SOP reviews; Attended EMS protocol update class

CRFR Director of Finance/HR Nelson

March 2020

- January 2020 financials included in the Board packet. 58.3% of the fiscal year is complete. Overall General Fund expenses are at 46.6% and revenue is at 87.2%. No major red flags. All other funds trending normally as compared to previous years. Community Paramedic funding for the remainder of the fiscal year has been received and discussions on funding for future are ongoing. FEMA has not yet provided the ability to request reimbursement for the SAFER Volunteer grant, but we are tracking the expenses and as soon as the capability is available, we will pull those funds.
- Budget request forms are out to all members and due back to the finance office via DC approval by March 23rd.
- CRFR Audit has been sent to compliance review and will be issued as soon as possible. Engagement letter signed and sent the first week of March. They will be back for interim audit in the next eight weeks.
- Recruitment for Firefighter/Paramedic and Medical Services Compliance are open and we are accepting applications.

J. Salisbury
Finance Administrator
March 2020

- As of February 29, the District is 67% into the fiscal year. General Fund Personnel is at 60% and Materials & Services is at 53% of budget. EMS receipts are at 62% of budget. These ratios were the same at this time in the 2018-19 fiscal year, and so do not yet reflect any savings from the spending freeze enacted to help with the projected cash carryover shortfall in the next fiscal year. The freeze began 1.5 months ago, so I anticipate seeing savings within the next couple months.
- Regular staff overtime was budgeted at \$195,000 for 2019-20. As of February 29, 2020, staff overtime (net of conflagration OT) is at \$182,734, or 94% of budget. While the District strives to have 4 firefighter/EMS positions filled 24/7, budget constraints will not permit this for the rest of the fiscal year. Instead, the District will fall back to minimum staffing of 3 firefighter/EMS positions.
- The District expects to hire 2 single role EMT positions in March. These EMTs will team with the 2 single role paramedics to provide daily 12-hr staffing of a first-out medic, thus reducing out-of-district time for the firefighters.
- Columbia County has issued the assessed value and revenue estimates for the next fiscal year, and I have reviewed them for reasonableness. For the 2020-21 tax year, Columbia County projects a 3.56% increase in SRFD's assessed value, and a 4.48% increase in CRFR's assessed value. Since SRFD's increase is only slightly more than the 3% maximum assessed value increase and is almost 1% less than CRFR's increase, SRFD will budget based on the County's projection.
- Since this is the first year for Scappoose's Urban Renewal Area, I emailed Sue Martin, County Assessor, asking how much revenue might be diverted. She wrote, "Because the majority of property is a mix of industrial and commercial, I would expect any growth for 2020, if any, to be minimal. At the most, I would estimate 2% above the frozen value of \$1.4 million. This would only amount to approximately **\$1,580** in your potential revenue that would be received by Scappoose URA. The increment will only apply to your permanent rate; the local option levy is exempt from UR increment."
- Our insurance agent has informed us that if the OFCA group stays with the current group rating model, our health insurance cost will increase by only 5%. However, the OFCA Board may change this model to the SDIS system in which each district would be rated based on their own demographics. Their primary concern is that if younger districts move away from the OFCA plan, the group rates will climb faster and the plan will become too expensive. If the Board agrees to change to the SDIS rating model this year, SDIS has offered to cap the renewals so no district receives an increase of over 15% or a decrease of -6% for July 2020. If the OFCA Board votes to change to the SDIS rating model, SRFD's 2020-21 rate increase will be 10% instead of 5%. The vote takes place March 7.
- The cost to repair the Impala exceeds its value, so Chief Smythe requests that you approve the resolution to surplus this vehicle.
- The Ordinance for Cost Recovery and the Master Fee Schedule are included for a first reading.
- Please don't hesitate to call or email me with questions.

Position**Battalion Chief****Division**

Operations

Immediate Supervisor

Deputy Chief of Operations

Supervision Exercised

General supervision of the personnel assigned to their stations within the Fire Districts. Direct supervision of the personnel assigned to their shift and the Company Officers assigned to their stations. Reviews the work of their direct subordinates for technical competency, quality of work, volume of acceptable work, compliance with district policy & procedures and ability to operate as a member of a team. Directly supervises all companies who work on programs under their management responsibilities and will review the company's work for quality and volume of acceptable work.

Salary

Monthly salary – eligible for overtime

Civil Service Status

This position is Civil Service exempt

Representation Status

This position is not represented by the District's CBA

HIPAA Responsibilities: Battalion Chiefs have access to "Protected Health Information" generated by the Fire District's operations as outline in District SOP L-2. This position must sign a HIPAA confidentiality form.

General Statement of Duties:

General supervision of a shift, this includes the personnel assigned to the shift and the volunteers who staff or respond to an incident. Incumbents are responsible for direction and supervision of the staffed stations for the Districts, this includes training, staffing, scheduling, fire prevention, special projects, and participating in labor negotiations. Responsibilities include coordinating operational assignments, overseeing training, volunteer training, EMS training, determining equipment availability, budget and resource management, and liaising with other agencies during emergency situations.

The Battalion Chief is distinguished from the Company/Station Officer by its focus on supervision and budget/program management. Incumbents perform the full range of supervisory duties including directing work, training and coaching, discipline, labor negotiations, and performance evaluation.

The Battalion Chief reports to the Deputy Chief of Operations and is part of the management team. The Battalion Chief makes recommendations for hiring, promoting, and termination of employees as necessary during their duties.

Core Competencies:

- **Integrity/Accountability:** Conducts oneself in a manner that is ethical, trustworthy and professional; demonstrates transparency with honest, responsive communication; behaves in a manner that supports the needs of Council, the citizens and co-workers; and conducts oneself in manner that supports the vision and goals of the organization taking pride in being engaged in the community.
- **Vision:** Actively seeks to discover and create ways of doing things better using resources and skills in an imaginative and innovative manner; encourages others to find solutions and contributes, regardless of responsibilities, to achieve a common goal; and listens and is receptive to different ideas and opinions while solving problems.
- **Leadership/United:** Focuses on outstanding results of the betterment of the individual, the organization and the community; consistently seeks opportunities for coordination and collaboration, working together as a team; displays an ability to adjust as needed to accomplish the common goal and offers praise when a job is done well.

Typical Tasks: The intent of this listing of "Typical Tasks" is to describe the principal functions of the job description. This listing shall not, however, be construed to be a complete listing of the miscellaneous, incidental or substantially similar duties that may be assigned.

- Supervises firefighters and volunteers including prioritizing and developing work plans, completing time sheets, interpreting policies and procedures, coordinating and directing work flow, making work assignments, training, mentoring, coaching, making disciplinary and hiring recommendations, and completing performance evaluations.
- Monitors the effectiveness of engine companies to ensure crew and resource readiness and coordinates the assignment of operational support and multiple crew interface with other Battalion Chiefs.
- Responds to alarms, fulfills command staff level functions, effectively and efficiently uses the Incident Command System ensuring all responders are aware of the strategic plan and are accounted for, and coordinates overall department coverage procedures.
- Proposes, monitors, and prepares or aids in development of a budget for the various divisions: EMS, Training, and Safety.
- Coordination of divisional programs including the implementation, monitoring, provide feedback and the efficient and effective management of each program by creating and maintaining policies and procedures; determining, defining and maintaining scopes of missions and practices; and budget preparation and monitoring. Aid in the Divisional development of the various budgets, personnel, and equipment needs.
- Responds to public inquiries and aids the public and fellow employees.
- Performs other duties of a similar nature or level.
- Other job duties as assigned.

Training and Experience (positions in this class require):

An associate degree (minimum) or bachelor's degree (preferred) in fire science and 12 years of firefighting and emergency medical experience are required; 7 years of supervisory related experience is preferred; or an equivalent combination of education and experience enough to successfully perform the essential duties of the job such as those listed above.

Minimum Requirements and Education (positions in this class require):

- This position will meet all the requirements as listed in the Firefighter and Lieutenant job descriptions.
- 12 years or more of firefighting and emergency medical experience
- 7 years supervisory at Company Officer or higher rank
- Valid Driver's License, with the ability to attain a Class C Oregon driver's license within 30 days of employment.
- Associate of Arts/Science in Public Safety, Fire Science or similar field
- NFPA Fire Officer II Certificate or equivalent
- NFPA Fire Instructor II Certificate or equivalent
- Incident Safety Officer
- NWCG Engine Boss qualified
- Hazardous Materials Incident Commander Certificate
- Emergency Medical Technician or Paramedic, State of Oregon or ability to obtain reciprocity.
- Incident Command System (ICS) I-300

Preferred Requirements and Education (positions in this class may require):

- Bachelor's degree or above in Fire Science, Emergency Services, Business Administration or related field
- NWCG Strike Team/Task Force Leader Qualified
- Incident Command System (ICS) I-400
- FEMA All Hazard Mitigation L954 Course

Knowledge (positions in this class require):

- Major emergency incident command (inclusion of fire, ems, rescue, hazardous materials)
- Firefighting, technical rescue, emergency medical services, hazardous materials, and disaster mitigation principles, practices and appropriate response methods
- Supervision/management theories, principles and practices
- Principles, practices and techniques of fire prevention, inspection and investigation
- Procedures, operations and maintenance of fire facilities, equipment and apparatus
- Emergency vehicle operation, tactical driving methods and defensive driving techniques
- Fire service safety practices

- Effective and efficient public relations and conflict resolution
- Educational methods and instructional techniques
- Technical report writing
- Building construction as related to fire protection and structural fire response and rescue
- Personnel policies and procedures and labor contract provisions
- Personal computers and related software programs
- Applicable City policies and ordinances; and Applicable Federal, State, and local laws, rules and regulations

Skills (positions in this class require):

- Firefighting, to include operation of fire apparatus and fire equipment
- Providing emergency medical services
- Advanced incident command inclusive of major strategy, tactics, operations, planning, incident mitigation and recovery;
- Analyzing, prioritizing and organizing tasks under pressure
- Applying supervision/management theories and practices
- Identifying potential fire hazards
- Reading and interpreting maps, diagrams and plans
- Reading, revising and interpreting policies and procedures
- Problem analysis and solution by applying critical thinking methods;
- Providing positive, effective leadership and supervision to staff
- Writing technical reports;
- Instructing classes, and developing and leading training activities
- Appropriate and effective independent decision making
- Using a computer and related software applications
- Building and maintaining effective working relationships with the public, fellow employees, and other agencies
- Communication and interpersonal skills as applied to interaction with subordinates, coworkers, supervisor, the general public, etc. enough to exchange or convey information and to give and receive work direction
- Project and budget management practices

Physical Requirements:

Positions in this class typically require: grasping, fingering, feeling, talking, hearing, seeing, repetitive motions, climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, and lifting. Incumbents must be able to successfully complete annual agility testing.

Heavy Work: Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

Incumbents may be subjected to mechanical parts, electrical currents, vibration, fumes, odors, dusts, gases, poor ventilation, chemicals, extreme temperatures, work space restrictions, inadequate lighting, intense noise and travel.

Positions in this class require regular attendance and punctual employee presence. Incumbents may be required to work overtime and attend meetings outside of their regular schedule.

Note:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department. When job duties and responsibilities change and develop, this job description will be reviewed and is subject to change based on business needs of the District.

DRAFT

COLUMBIA RIVER FIRE & RESCUE

ORDINANCE NO. 2019-20-001

AN ORDINANCE ADOPTING EMERGENCY SERVICES COST RECOVERY AND FIRE PREVENTION PERMIT FEES

Recitals:

- A. Columbia River Fire & Rescue provides special services, including emergency services, fire prevention services and other services required by state law.
- B. The District is authorized under ORS 478.410 (4) to establish fees and charges that are reasonably based upon the related costs to the District providing these services.

WHEREAS, Columbia River Fire & Rescue responses for fire prevention, medical and public assistance, rescue, and/or vehicular accidents continue to increase each year, and

WHEREAS, the cost of maintaining equipment and personnel to be available for immediate response, as well as the cost for a response, have been reviewed, and the Board of Directors has determined that the costs in the Master Fee Schedule, incorporated herein by reference, represent a reasonable estimate of actual costs incurred by the District for the provision of services involved;

WHEREAS, the Board of Directors desires to implement a fair and equitable procedure to collect said fees and shall establish a billing system in accordance with State and Federal laws;

IT IS HEREBY ORDAINED that Columbia River Fire & Rescue does hereby adopt Ordinance 2019-20-001, which provides for cost recovery for the delivery of Emergency Services and Fire Prevention Services and that Columbia River Fire & Rescue shall initiate fees for the delivery of these services. The fees shall be that which is the usual, customary and reasonable (UCR) cost of the services, and may fluctuate accordingly.

Section 1: Service fees for Columbia River Fire & Rescue are established in the attached Master Fee Schedule, incorporated herein by reference. The fees and charges established by this ordinance are reasonably based upon related costs to the District.

Section 2: The cost recovery fees and related administrative fees may be reviewed annually and adjusted for inflation based upon the Consumer Price Index (CPI) each March. Any increase in the fees shall be effective July 1 of the upcoming fiscal year. The fees shall be rounded to the nearest dollar based on the CPI. In the event that there is deflation the fees shall remain the same.

Section 3: Copies of this ordinance shall be maintained in the Administrative Office of Columbia River Fire & Rescue

Section 4: Classification of the fees. These cost recovery charges and fire prevention permit fees are classified as not subject to the limits of Section 11 b of Article XI of the Oregon Constitution.

Section 5: The Emergency Services cost recovery and associated administrative processing fees shall be first filed to the involved party's insurance carrier, representing an add-on-cost of the claim for damages of the vehicle, property and/or injuries. In absence of adequate insurance, or inability to secure insurance information at the scene, or other inability to file claim with a responsible insurance provider, claim costs may also be filed to the owner of the involved vehicle, property, or the responsible parties thereof. Fees for service will be limited to cost recovery. Methods of calculating cost of services shall be generally based on the average cost of providing

the service unless otherwise states. Cost calculations will include direct costs (apparatus, personnel, and consumable supplies), and indirect costs (administrative overhead).

Section 6: Fire Prevention fees for operational and construction permits shall be charged as allowed by the Oregon Fire Prevention Ordinance. These are necessary for maintaining compliance with various operations that could affect the fire and life safety of the citizens of the District.

Section 7: The Board of Directors or their designees are hereby authorized to execute any and all documents and/or implement any and all procedures necessary to effectuate the collection of fees in order to support services by Columbia River Fire & Rescue.

Section 8: Response shall be based on standard operating procedures as established by the District.

Section 9: Appeals by either persons or entities, both public and private, shall be presented to the Fire Chief in writing within 30 days from the date of invoice. The decision of the Fire Chief with respect to any such appeal shall be final and binding.

Section 10: All former Resolutions and Ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein are hereby repealed; and

BE IT FURTHER ORDAINED that Columbia River Fire & Rescue does adopt the attached Master Fee Schedule for emergency services cost recovery and fire prevention permit fees.

Record of Public Readings and Final Adoption

1st Reading: March 12, 2020

2nd Reading: _____

DATE OF EFFECT

This Ordinance shall take effect and be in force July 1, 2020.

ADOPTED THIS ____ DAY OF _____, 2020.

COLUMBIA RIVER FIRE & RESCUE
BOARD OF DIRECTORS

By: _____

Attest: _____

Public Records Requests:

Fee Schedule			
Minimum Research Fee:	\$25.00		
Charges for copies (per page):		Charges for Electronic Formats:	
8.5 x 11 black and white	\$0.25	Audio tape:	\$15.00
8.5 x 11 color	\$1.25	USB/Flash:	\$10.00
Certified copy:	\$10.00	Videotape: Actual reproduction cost	
Research Fees:	\$70 per hour		
Administrative Fees:		Photos (each):	\$10.00
Fire reports:	\$10.00	Maps & Non-standard Documents:	
Pre-hospital care report:	\$10.00	Actual reproduction costs	
District residents, patients & victims: No charge for basic B&W incident report.			

FireMed:

Lower Columbia FireMed is an annual emergency ambulance membership that covers any deductible or other portion of an ambulance bill not paid by your insurance. FireMed covers medically necessary emergency transports within the reciprocal service area. Coverage is available to participating fire district residents. The membership year is Nov 1-Oct 31. Fees are not pro-rated for partial years.

FireMed membership	\$50/year per family
FireMed/LifeFlight memberships	\$115/year per family

Ambulance Rates:

The following rates will be billed to patients transported by the Fire District:

Advanced Life Support (ALS2)	\$1,734 + 22.00 per patient mile
Basic Life Support (ALS1)	\$1,734 + 22.00 per patient mile
Basic Life Support Emergency (BLS)	\$1,734 + 22.00 per patient mile
Medic Response/LifeFlight Prep	\$250
Out of District	\$350
BLS Non-Emergency – Scheduled	\$375
Not Medically Necessary BLS TX	\$725

Non-Emergency Medical Responses:

Private Residence Lift Assist/Non-Transport responses will be charged per calendar year as follows:

First, second, third and fourth responses: \$0
 Each Lift Assist/Non-Transport after the fourth: \$150

Lift Assist Fee for Assisted Living or Healthcare Facility

First: \$150
 Second: \$300
 Third: \$600
 Fourth and subsequent: \$900

Cost Recovery Fees:

Fees for service shall be limited to cost recovery. Methods of calculating the cost of services shall be identified and generally based upon the average cost or specific cost of providing the service. Cost calculations will include direct costs (apparatus, personnel, and any miscellaneous supplies and services) and indirect costs (administrative costs and overhead).

The Office of the State Fire Marshal has established a standardized schedule of costs for apparatus and response (OAR 837-130). This model will be used, when applicable, to guide the establishment of costs.

Apparatus	Rate/Hour	Apparatus	Rate/Hour
Engine Type I	\$100	Ambulance Type 1 & 2	\$55
Engine Type II	\$80	Ambulance Type 3 & 4	\$45
Engine Type VI	\$50	Rescue Vehicle Type 1	\$150
Water Tender Type I	\$70	Rescue Vehicle Type 2	\$100
Ladder Truck	\$150	Rescue Vehicle Type 3	\$40
Crew Transport Type I	\$25	Rescue Vehicle Type 4	\$25
Equipment Trailer Pull	\$20	Fire Boat	\$250
Command Vehicle Type 1 & 2	\$100		
Command Vehicle Type 3	\$35		
Personnel		Preparedness Fee	\$250
Charged @ hourly rate plus payroll expenses			

Note: There will be a one hour minimum charge at the Cost Recovery rates for all incidents billed. Time will be charged in hourly increments. Hours will not be prorated.

Miscellaneous and disposable supplied used will be billed on specific usage and/or cost of replacement. Cost of outside vendors or services used will be billed without markup. Emergency and non-emergency costs associated with a governmental subdivision may be billed. Other expenses directly related to the service delivery will be billed.

Traffic Control	\$25 per intersection
Extrication	\$100 for light, \$250 for heavy
Structure Fire	\$500 (billed to insurance)

Transportation Route Response

Transportation route responses will be billed on a per hour basis of the Cost Recovery rates for the commitment of apparatus, personnel, supplies and services. In addition, standardized administrative costs and overhead will be added to each invoice.

Response to Inadequately Protected or Unprotected Areas

Responses to unprotected areas will be billed on a per hour basis of the Cost Recovery rates for the commitment of apparatus, personnel, supplies and services. In addition, standardized administrative costs and overhead will be added to each invoice.

Incident or Event Standby

Standbys will be billed on a per hour basis of the Cost Recovery rates for the commitment of apparatus, personnel, supplies and services. In addition, standardized administrative costs and overhead will be added to each invoice. Public school events will not be charged.

Fire Marshal Permit Fees and Fines:

Driveway and Road Inspection Fee: A permit fee of \$120 per driveway or new road will be collected for the initial application review, initial inspection and final inspection. The permit expires six (6) months after issuance.

Re-inspections for Driveways and Roads: A permit fee of \$60 will be assessed for any re-inspection that is required in between the initial and final inspection. In addition, if a final is requested and not all items are completed and require another visit, a re-inspection fee will be incurred.

Example: A final is requested and the inspector finds no address numbers on the building or at the end of the driveway.

Plan Reviews outside of existing contracts with other government entities: In some instances, the Fire Marshal's office is requested to perform a Fire and Life Safety Inspection that is not covered by another agency. In this instance, the fees associated for such a plan review will be based upon the fees established by the State Building Codes Division for Fire and Life Safety. These fees are based upon the valuation of the project. A project estimate will be required by a design professional for verification of the project.

Example: A new bridge is being built that is part of a fire apparatus access road. Currently, the county building official or road department does not perform these types of reviews for residential properties. A plan review fee based upon the evaluation of the project will be assessed using the State Fee structure for Fire and Life Safety Review.

Operational Permits:

An operational permit shall be obtained by the fire code official as set in the Oregon Fire Code Section 105.6A through 105.6.50. The operational permits as listed below are necessary for maintaining compliance with various operations that could affect the fire and life safety of the citizens of the fire district. Inquire with fire code official for specific requirements and parameters for individual permits. Individual permits are \$60.00

Construction permits:

A construction permit shall be obtained by the fire code official as identified in the Oregon Fire Code section 105.7.1 through 105.7.25. Any item covered by the Oregon Structural Specialty Code will not be required. Inquire with fire code official for specific requirements and parameters for individual permits. Individual permits are \$60.00

Violations: Fines of not less than \$10.00 or more than \$100.00 for each offense. Each day's continued refusal to conform to the Code or remove a fire hazard after notice by the inspecting officer is a separate offense.

Burning violation resulting in an uncontrolled or escaped fire: \$250 or Suppression Cost, whichever is greater.

False alarms: For violations of Section 401.5 of the Fire Code and/or response to 3 or more false alarms at the same location in a 365-day time period from the first alarm, the courts may order that the responsible person or persons pay for all the costs of responding fire personnel and apparatus as set by the State Fire Marshal's schedule.



Welcome Aboard!

We are very excited to have you as part of the EF Recovery family and look forward to recovering your incident response and mitigation costs.

Here's all you need to do to complete your contract.

Page 7 Please complete the signature block

Page 9 Exhibit A, Section 7: Please choose a billing option
Exhibit A, Section 8: Please complete the collection agency information, if applicable

Please be sure to complete Sections 7 and 8. This is very important information that we need to complete the setup of your account in our system.

Collection Letter Please sign your name at the bottom

Business Associate Agreement Please complete the signature block

As soon as we receive your contract, someone from our staff will contact you to begin the onboarding process and start submitting claims on behalf of your department.

Thank you again for becoming an EF Recovery customer!

COST RECOVERY AGREEMENT

This Cost Recovery Agreement (“Agreement”) is made as of the date shown below and between the following parties:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
 (“EFR”)

Columbia River Fire & Rescue
270 Columbia Blvd.
St. Helens, OR, 97051-2022
 (“Customer”)

Effective Date: March 3, 2020

and is subject to EFR’s Privacy Policy that can be found by visiting <https://www.efrecovery.com/privacy>.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings. In additions, other terms are defined elsewhere in the Agreement, in the context in which they arise.
 - 1.1 **“Liable Party” or “Liable Parties”** means negligent parties or their insurer(s).
 - 1.2 **“Services”** means, collectively, the services listed in Exhibit A attached hereto and incorporated herein by this reference.
 - 1.3 **“Total Claim Amount”** means the total of all Customer charges for equipment, labor, consumables, administrative costs, processing costs and other costs outlined, defined, and/or authorized by Customer’s jurisdictional law, code, resolution or ordinance, as set forth on Customer reimbursement cost schedule.
 - 1.4 **“Mobile Application”** means a program developed by EFR to collect on-scene incident information for use in billing a claim.
 - 1.5 **“Device”** means a compatible mobile telephone, tablet computer or on-board computers that Customer uses to operate the Mobile Application.
 - 1.6 **“Executable Code”** means the fully compiled version of a software program that can be executed by a computer, mobile telephone or tablet computer and used by an end user without further compilation.
 - 1.7 **“Software”** means the Mobile Application, plus any modified, updated or enhanced versions of programs that EFR may provide to customer hereunder in Executable Code in its sole discretion from time to time.
 - 1.8 **“Documentation”** means the user manuals provided to Customer along with the Software.
 - 1.9 **“Intellectual Property Rights”** means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.
2. **SERVICES.** Customer retains EFR as its billing contractor to perform the billing for services from any cost recovery order as directed by Customer and as allowed by law, code, resolution or ordinance to a Liable Party or Liable Parties). Customer also retains EFR to perform the Services in accordance with the terms of this Agreement. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the EFR and Customer with respect to the subject matter hereof, and any such prior agreements are hereby terminated.
3. **COMPENSATION TO EFR.** For each claim that EFR provides any Services, Customer shall pay EFR the Processing Cost or the Uncollected Claim Cost as defined in Exhibit B, plus any additional costs as defined in this Agreement.
4. **COLLECTED FUNDS / TERMS OF PAYMENT.** EFR will deposit all collected funds into a bank account administered solely by EFR. All recovered funds, less the Processing Costs, Uncollected Claim Costs, and/or Training Fees, as defined in Exhibit B, will be submitted to Customer along with a detailed accounting of funded claims within forty-five (45) days after the funds have been received by EFR. EFR shall not be responsible for the payment of any billings that a responsible party/entity denies or refuses to pay. Customer’s obligations hereunder are absolute and

unconditional and not subject to set-off, delay, counterclaim, or termination of performance. Customer shall notify EFR of any disputed billings within fourteen (14) days of receipt, but such dispute shall not serve as a basis for withholding of any sums due under this Agreement.

5. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date set forth above and shall continue until the first anniversary of such date (the "Initial Term"). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each (the "Renewal Term"), unless it is sooner terminated for cause pursuant to Section 6 of this Agreement. Either party may elect to not renew this Agreement by informing the other, in writing, of its intent not to renew; PROVIDED, HOWEVER, that such notice shall be delivered in accordance with this Agreement no later than sixty (60) days prior to the anniversary date of the Agreement. If Customer has not submitted a billable claim to EFR for a continuous twelve (12) month period, this Agreement will automatically terminate on the last day of the Initial Term or the last day of the Renewal Term. While this Agreement is in effect, Customer shall not retain any individual or entity other than EFR to perform the Services.
6. **TERMINATION FOR BREACH.** Except as otherwise set forth in this Agreement, either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure such material breach within thirty (30) days after receiving written notice thereof from the non-breaching party; PROVIDED, HOWEVER, that such notice shall describe the claimed breach in reasonable detail and afford the breaching party an opportunity to cure the default prior to the expiration of such 30 day period. EFR may suspend the Services (or any portion thereof) upon notice to Customer in the case of any breach or threatened breach by Customer. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law/equity.
7. **OBLIGATIONS UPON TERMINATION.** Upon termination or expiration of this Agreement for any reason, the following provisions shall apply.
 - 7.1 **Termination of Services and Obligations.** Neither party shall be under any further obligation or liability under this Agreement to the other from and after the date of termination, except as specifically set forth in this Section. Furthermore, EFR will terminate all Services.
 - 7.2 **Obligation to Satisfy Payment of Fees.** Customer understands and expressly acknowledges that termination of this Agreement prior to the expiration of the Initial Term or the Renewal Term for any reason neither suspends, discontinues, diminishes, or in any way alters its continuing obligation to timely satisfy all invoices nor suspends, discontinues, diminishes, or in any way disallows EFR from collecting any Processing Cost, Uncollected Claim Cost, or Training Fee monies due to EFR through the final date of the Initial Term or Renewal Term and that such fees will be immediately due and payable.
 - 7.3 **Obligation to Satisfy Payment of Claims.** Upon termination of this Agreement, EFR agrees to pay Customer any claim recovery monies collected but not released to Customer, less any applicable Processing Cost, Uncollected Claim Cost and/or Training Fee monies owed EFR.
 - 7.4 **Copies of Data.** Upon payment of all such Fees, and upon the request of Customer, EFR will provide Customer with a single copy of all Customer's content on EFR's system as of the effective date of expiration or termination in PDF format. Copies of data in non-PDF format will be made available upon the request by Customer at EFR's then-current rates.
 - 7.5 **Return of Confidential Information.** Customer agrees to deliver or return to EFR, at EFR's request at any time or upon termination of this Agreement or as soon thereafter as possible, all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by EFR or prepared by EFR in the course of this Agreement and all other Confidential Information in Customer's possession. If, for any reason, such document, material, database, equipment, or software cannot be returned, Customer will destroy all the Confidential Information belonging to EFR and delete such Confidential Information from any memory devices, then confirm to EFR, in writing, that said Confidential Information has been destroyed. Customer will not be permitted to continue using the Confidential Information in any way after the Termination Date.
 - 7.6 **Return of Equipment.** All Hardware, if any, provided by EFR is and shall remain the property of EFR and will be returned in like new condition except for normal wear and tear upon termination of this agreement.

7.7 **Survival Provisions.** The provisions of Section 1 Definitions, Section 12 Confidential Information, Section 14 Force Majeure, Section 15 Warranty Disclaimer, Section 16 Limitation of Liability, Section 17 Indemnification, Section 18 Noninterference and Section 19 General Provisions shall survive the expiration or termination of this Agreement.

8. **COLLECTION PROCESS.** EFR agrees that it shall use only lawful means to effect collections and will comply with all provisions of the Fair Debt Collection Practices Act ("FDCPA") and applicable state statutes in connection with these collections. EFR bills the responsible party and/or their insurance company once a month up to three (3) months or ninety (90) days. If the account has not been paid and depending on the selected billing options from Exhibit A by day one hundred eighty (180) after submission of the claim, at Customer's discretion, EFR will either (a) cease collection activity or (b) turn over the account to a collections agency to be specified by Customer, and such account will be deemed uncollectible (the "Uncollectable Account"). EFR will make a "best effort" to collect funds from the Liable Party. EFR shall not be responsible for the payment of any billings that are deemed an Uncollected Claim Cost.

9. **LICENSE GRANT.**

9.1 **License Grant.** Subject to the terms and conditions of this Agreement, EFR hereby grants to Customer, only for the Term (as defined in Section 5), a non-exclusive, non-transferable license to (a) install the Software only for purposes of its internal use, and not to market and/or distribute the Software to any third party purposes of resale; (b) make one copy of the Software solely for backup or archival purposes; and (c) copy and reproduce any Documentation provided to Customer solely for the purposes of training Customer's staff.

9.2 **License Restrictions; Reservation of Rights.** Except as expressly permitted by this Agreement or except with EFR's prior written consent, Customer will not, and will not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works from the Software or the Documentation; (b) merge the Software with other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software. The Software and Documentation and all worldwide Intellectual Property Rights therein, are the exclusive property of EFR and its suppliers. All rights not expressly granted to Customer in this Agreement are reserved by EFR.

9.3 **No Restriction or Exclusivity.** During the Term hereof, EFR may distribute, market, sell, or act as an agent or representative of any developer, publisher, or manufacturer, of online services or products that are functionally comparable or intended, by applicable marketing and promotional programs directed to such services or products, to compete directly with the Software.

10. **DATA & REPORTING.** Customer will make available to EFR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that Customer deems of use to EFR. All materials furnished by Customer will not be disclosed to any party, other than as required under the scope of the Agreement, without Customer's prior written approval. EFR shall provide Customer with status reports as set forth in Exhibit "A" and other reports as mutually agreed.

11. **INDEPENDENT CONTRACTOR.**

11.1 **Status.** EFR is and shall at all times remain an independent contractor of Customer.

11.2 **Employees.** EFR shall retain full control over the employment, direction, compensation and discharge of all persons employed by or assisting in the performance of service by EFR. EFR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. EFR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

11.3 **Binding of Customer.** EFR shall not incur or have the power to incur any debt, obligation or liability for or on behalf of Customer, or bind Customer in any manner, except as to matters specifically delegated in writing by Customer.

- 11.4 Claims.** Customer shall have no claim to the software, computer programs, other technology and/or work product developed/used by EFR in its performance of this Agreement. It is understood and agreed that Customer may use EFR proprietary software programs in providing the services set forth in this Agreement. Customer agrees that it shall not acquire any proprietary rights to such programs by virtue of this Agreement.
- 11.5 Benefits.** Unless otherwise expressly authorized by Customer, EFR will not participate in or receive any of the benefits which Customer extends to its employees, including, without limitation, vacation pay, sick leave and medical insurance. EFR agrees to waive all claims to such benefits.
- 11.6 Taxes, Etc.** EFR will be solely responsible for payment of all income taxes, self-employment taxes and other items due with respect to EFR's income hereunder. Except as provided otherwise in Exhibit A, EFR will be responsible for payment of any sums due to any persons hired by EFR to assist in the performance of the Services.

12. CONFIDENTIAL INFORMATION

- 12.1 Disclosure of Confidential Information.** Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Recipient will comply with any applicable state law, including the Public Records Act.
- 12.2 EFR Confidential Information.** The business practices including, but not limited to, financial information, staffing patterns, HIPAA protected information, business relationships, the Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, and all other business practices shall be considered EFR's Confidential Information.
- 12.3 Customer Confidential Information.** The business practices such as financial information, staffing patterns, client numbers, call center operations, HIPAA protected information, transport volumes, business relationships and all other business practices shall be considered Customer's Confidential Information.
- 12.4 Exceptions.** The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 12.5 Authority to Disclose Confidential Information.** In making any disclosure to EFR of private patient information, you will comply with all applicable state and federal law regarding protected health care information. In making any disclosure to you of private patient information, EFR will comply with all applicable state and federal law regarding protected health care information as agreed to by way of a separately executed Business Associates Agreement (BAA).

13. **NOTICES.** Either party may notice the other by means of (a) electronic mail to the e-mail address on record, or (b) by written communication sent by nationally recognized overnight delivery service or first class mail to the address shown below, or (c) by letter sent by confirmed facsimile to EFR at the fax number shown below. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email or fax). Notices will not be effective unless sent in accordance with the above requirements.

Notices to EFR:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
Fax: (253) 853-1340

Notices to Customer:

Columbia River Fire & Rescue
270 Columbia Blvd.
St. Helens, OR, 97051-2022
(503)397-3198

14. **FORCE MAJEURE.** Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.

15. **WARRANTY DISCLAIMER.** EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR RESPECTIVE LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES. EFR AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. EFR AND THEIR LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

16. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EFR AND/OR THEIR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, COSTS, DAMAGES, AND CLAIMS ARISING OUT OF OR RELATED TO DATA SECURITY INCIDENT(S), LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF EFR OR THEIR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EFR'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO EFR BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

17. **INDEMNIFICATION.**

17.1 **BY EFR TO CUSTOMER.** EFR agrees to defend and hold Customer, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it as a result of EFR's collections activity under this agreement; provided, however, that Customer warrants and guarantees that the information furnished to EFR is accurate and complies with all state and federal laws.

17.2 BY CUSTOMER TO EFR. Customer agrees defend and hold EFR, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it related to all claims submitted to EFR, the accuracy of the information furnished to EFR and the use of the Software; provided, however, that EFR warrants and guarantees that the billing services provided on behalf of Customer comply with industry-standard best practices and comply with all state and federal laws.

18. NONINTERFERENCE. During this Agreement and for two (2) years thereafter, neither party will, without the express consent of the other party: (a) hire or use the services of any person who was an employee or independent contractor of either party while this Agreement is in effect, or encourage or counsel any such person to leave either party's employ; (b) provide any competing services to or solicit any competing business from any person or entity who was a customer of either party, or to whom either party has submitted any business proposal, while this Agreement is in effect; or (c) be an officer, director, employee or agent of, or own any interest in, or provide any advice or assistance to any person or entity that engages in any of the foregoing. The foregoing will not apply to any person or client once s/he or it has ceased to provide or receive services to or from either party for a period of one (1) year or longer, nor will it be deemed to prohibit either party from accepting employment with any customer of either party, provided such employment does not relate to any product or service provided by either party to such customer (or to the subject matter of such product or service).

19. GENERAL PROVISIONS.

19.1 Governing Law and Jurisdiction. This Agreement shall be construed under the laws of the State of Washington, without regard to its principles of conflicts of law. In the event any litigation arises out of this Agreement, the parties agree that such case shall be heard exclusively in the federal and state courts in Pierce County, Washington. Customer waives an objection on the basis of inconvenient forum or otherwise.

19.2 Relationship. This Agreement does not make either party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.

19.3 Entire Agreement. This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final, complete, and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party to this Agreement.

19.4 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by an authorized representative of each party to this agreement party hereto.

19.5 Assignment of Agreement. Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of EFR. Any prohibited assignment shall be null and void. EFR may transfer its rights and obligations hereunder to any company or other legal entity that is controlled by, controls or is under common control with EFR. EFR may retain subcontractors to perform the Services.

19.6 Severability. In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision or otherwise unenforceable under applicable laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

19.7 Counterparts. This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof. Any translation of this Agreement into any other language shall be for convenience purposes only and shall not be binding on any party.

- 19.8 Delay or Omission Not Waiver.** No delay or failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 19.9 United Nations Convention of Contracts.** The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded
- 19.10 Controlling Language.** This Agreement is written in English (US), and English (US) is its controlling language
- 19.11 Capitalized Terms.** Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings.
- 19.12 Waiver of Breach.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach
- 19.13 No Third Party Beneficiaries.** No entities not a party to this Agreement shall be deemed third party beneficiaries hereunder.
- 19.14 Binding Effect.** The signatories to this Agreement each represent that each has the Authority to bind such party to the terms and conditions set forth herein. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the parties.
- 19.15 Construction.** This Agreement shall not be construed for or against any Party, regardless of its drafter.
- 19.16 Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe the provisions.

THIS AGREEMENT is executed as of the day and year first above written.

E&F RECOVERY, LLC

CUSTOMER

Signature Douglas Wright
 Name Doug Wright
 Title CEO
 Date March 3, 2020

Signature _____
 Name _____
 Title _____
 Date _____

EXHIBIT A
DESCRIPTION OF EF RECOVERY'S SERVICES, BILLING OPTIONS AND COSTS
"STANDARD SERVICE PLAN"

1. **SERVICES.** The following represents the complete scope of services to be provided by Customer and EFR in connection with this Agreement.
 - Customer may use its fire reporting system, the Mobile Application, or a combination thereof to collect claim information. Customer will build a claim in claim management software created by EFR using incident information provided solely by Customer, pursuant to Section 2 of this Exhibit A. Customer shall be solely responsible to determine the Total Claim Amount.
 - If customer wishes to link records from its fire reporting system to the Mobile Application to collect and update claim information, Customer agrees to give EFR access to the fire reporting system.
 - EFR will review each claim for sufficient incident data and likelihood of reimbursement. EFR will not amend, correct, adjust or modify the Total Claim Amount without the Customer's written approval.
 - If EFR determines that there is insufficient incident data such that reimbursement of a claim is unlikely, EFR will refer the incomplete claim back to the Customer with a request for additional information. If Customer does not provide the additional information within ninety (90) days after the claim is referred back, the claim will expire and will be removed from the claims management software.
 - If EFR determines that there is sufficient incident data such that reimbursement of a claim is likely, EFR will submit the claim to the Liable Party and seek reimbursement per the contact method(s) specified in this Exhibit A.
 - If a settlement offer is made by the Liable Party to pay less than the Total Claim Amount, Customer will determine, at its sole discretion, whether to accept the settlement offer.
 - EFR will submit funds to Customer pursuant to the terms of this Agreement.
 - EFR will make best efforts to seek reimbursement on each claim submitted to a Liable Party using methods and experience consistent with a billing agency. Customer expressly acknowledges and agrees that EFR is not a legal representative of Customer, is not trained to dispute claims on a legal basis and is not a collections agency. As such, EFR's actions with respect to denied claims specifically precludes legal arguments, aggressive follow-up or excessive number of collection attempts.

2. **CLAIM INFORMATION REQUIRED FROM CUSTOMER.** Customer acknowledges and agrees to provide the following minimum information about each incident for which it seeks reimbursement.
 - The name, address and driver license number of individual(s) involved in the incident. A minimum of information is required on one involved party.
 - The insurance information of individual(s) involved in the incident or the insurance information of the at-fault party as determined by on-scene law enforcement. If insurance information is not provided, EFR will bill the individual(s) involved in the incident. Customer expressly acknowledges that collection rates for billing individuals directly is significantly lower than collections rates for billing insurance carriers.
 - License plate number and state of all involved vehicles.
 - Date, time and location of incident.
 - A complete and descriptive narrative describing the details of the incident. EFR will provide guidance to Customer as to what constitutes a complete and descriptive narrative.

3. **PROCESSING COST.** Customer hereby agrees to pay EFR the Processing Cost, as defined in Exhibit B. The Processing Cost will be subtracted from the claim payment(s) received by EFR on behalf of Customer. Customer acknowledges that if it accepts a settlement offer on a claim, EFR remains entitled to collect the full Processing Cost, or a portion thereof, at its sole option.

4. **UNCOLLECTED CLAIM COST.** Customer hereby agrees to pay EFR the Uncollected Claim Cost, as defined in Exhibit B. The Uncollected Claim Cost will be subtracted from the claim payment(s) received by EFR on behalf of Customer. Reasons for considering a claim as uncollectible include, but are not limited to:
 - Legitimate denial from an insurance company

- A decision by Customer not to bill the Liable party or to write off the claim to charity
- An exhaustion of all collection options
- No liable party or a liability dispute
- A non-responsive Liable Party who cannot be contacted via telephone pursuant to Customer's policy
- No known Liable Party address

5. **TRAINING FEE.** Customer hereby agrees to pay EFR the Training Fee, as defined in Exhibit B. The Training Fee will be subtracted from the claim payment(s) received by EFR on behalf of Customer.

6. **CONDITIONS.** The following conditions apply to all claims processed by EFR on behalf of Customer:

- A jurisdictional law, code, resolution or ordinance in Customer's area of service authorizing cost recovery billing must be in place.
- Customer will designate two (2) points of contact: a primary contact who will respond to EFR inquiries in a timely manner, and a secondary contact that will remain knowledgeable about the program.

7. **BILLING OPTIONS.** EFR will recover funds based on the collection option selected below. These options and their associated fees may be amended from time to time by written notice pursuant to the terms of this Agreement.

(Note: Select only one billing choice per column)

	Residents	Non-Residents
1) Bill Insurance 2) If denied <i>or</i> no insurance, bill Liable Party 3) If unpaid, close claim	<input type="checkbox"/>	<input type="checkbox"/>
1) Bill Insurance 2) If denied <i>or</i> no insurance, bill Liable Party 3) If unpaid, send to collections	<input type="checkbox"/>	<input type="checkbox"/>
1) Bill Insurance 2) If denied <i>or</i> no insurance, close claim	<input type="checkbox"/>	<input type="checkbox"/>

8. **CUSTOMER COLLECTION AGENCY.** Customer hereby specifies the collection agency listed below (the "Collection Agency") to act on its behalf and authorizes EFR to release information related to uncollected claims as requested by the Collection Agency.

Agency Name _____
 Address _____

Contact Name _____
 Contact Phone _____
 Contact Email _____

EXHIBIT B
DEFINITIONS AND COSTS

1. **“Processing Cost”** means fifty dollars (\$50.00) or twenty percent (20%) of the Total Claim Amount or the settlement offer accepted by Customer on a claim, whichever is greater.
2. **“Uncollected Claim Cost”** means as twenty-five dollars (\$25.00) for a claim deemed by EFR, at its sole discretion, as uncollectable from a Liable Party or the Liable Party’s insurance carrier.
3. **“Training Fee”** means a one-time charge of one-hundred and ninety-five dollars (\$195.00) for training Customer on all procedures, software, mobile applications and other aspects of the program.

Columbia River Fire & Rescue
270 Columbia Blvd.
St. Helens, OR, 97051-2022

To Whom It May Concern:

Effective March 3, 2020, Columbia River Fire & Rescue signed an agreement with EF Recovery, LLC authorizing them to recover expenses incurred from vehicle accident and hazardous materials response and mitigation by this department.

This letter serves as acknowledgement of such authorization to all responsible parties, their insurance companies and all government and law enforcement agencies and directs them to provide information and reports as requested by EF Recovery on our behalf.

Respectfully,

Dennis Hoke
Fire Chief
Columbia River Fire & Rescue

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made as of the date shown below and between the following parties:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
 (“EFR”)

Columbia River Fire & Rescue
270 Columbia Blvd.
St. Helens, OR, 97051-2022
(the “Customer”)

Agreement Date: March 3, 2020 (“Effective Date”)

This Business Associate Agreement (“Agreement”) between EFR and Customer is executed to ensure that EFR will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Customer in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D - Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. GENERAL PROVISIONS

1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. OBLIGATIONS OF THE BUSINESS ASSOCIATE. EFR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. Report to Customer any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Customer without unreasonable delay but in no case later than 60 days after discovery of the breach.
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of EFR agree to the same restrictions, conditions, and requirements that apply to EFR with respect to such information.
5. Make PHI in a designated record set available to Customer and to an individual who has a right of access in a manner that satisfies Customer's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request.
6. Make any amendment(s) to PHI in a designated record set as directed by Customer, or take other measures necessary to satisfy Customer's obligations under 45 CFR §164.526.
7. Maintain and make available information required to provide an accounting of disclosures to Customer or an individual who has a right to an accounting within 60 days and as necessary to satisfy Customer's obligations under 45 CFR §164.528.
8. To the extent that EFR is to carry out any of Customer's obligations under the HIPAA Privacy Rule, EFR shall comply with the requirements of the Privacy Rule that apply to Customer when it carries out that obligation.

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by EFR on behalf of Customer, available to the Secretary of the Department of Health and Human Services for purposes of determining EFR and Customer's compliance with HIPAA and the HITECH Act.
10. Restrict the use or disclosure of PHI if Customer notifies EFR of any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR §164.522.
11. If Customer is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), EFR agrees to assist Customer in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Customer's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Customer agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Customer of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Customer of any threat of identity theft as a result of the incident.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE. The specific uses and disclosures of PHI that may be made by EFR on behalf of Customer include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Customer to its patients.
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts.
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Customer to its patients or to appeal denials of payment for the same.
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that EFR has been engaged to perform on behalf of Customer.

D. TERM AND TERMINATION

1. The Term of this Agreement shall be effective as of the Effective Date and shall terminate on the date covered entity terminates for cause as authorized in paragraph 2 of this Section.
2. Customer may terminate this Agreement if Customer determines that EFR has violated a material term of the Agreement and EFR has been apprised of the violation in writing and has not cured the violation within thirty (30) days of said written notice.
3. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
4. Upon termination of this Agreement, EFR shall return to Customer or destroy all PHI received from Customer, or created, maintained, or received by EFR on behalf of Customer that EFR still maintains in any

form. EFR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

THIS AGREEMENT is executed as of the day and year first above written.

E&F RECOVERY, LLC

CUSTOMER

Signature Douglas Wright
Name Doug Wright
Title CEO
Date March 3, 2020

Signature _____
Name _____
Title _____
Date _____

SCAPPOOSE RURAL FIRE PROTECTION DISTRICT

ORDINANCE NO. 20-01

AN ORDINANCE ADOPTING EMERGENCY SERVICES COST RECOVERY AND FIRE PREVENTION PERMIT FEES

Recitals:

- A. Scappoose Rural Fire Protection District provides special services, including emergency services, fire prevention services and other services required by state law.
- B. The District is authorized under ORS 478.410 (4) to establish fees and charges that are reasonably based upon the related costs to the District providing these services.

WHEREAS, Scappoose Rural Fire Protection District responses for fire prevention, medical and public assistance, rescue, and/or vehicular accidents continue to increase each year, and

WHEREAS, the cost of maintaining equipment and personnel to be available for immediate response, as well as the cost for a response, have been reviewed, and the Board of Directors has determined that the costs in the Master Fee Schedule, incorporated herein by reference, represent a reasonable estimate of actual costs incurred by the District for the provision of services involved;

WHEREAS, the Board of Directors desires to implement a fair and equitable procedure to collect said fees and shall establish a billing system in accordance with State and Federal laws;

IT IS HEREBY ORDAINED that Scappoose Rural Fire Protection District does hereby adopt Ordinance 20-01, which provides for cost recovery for the delivery of Emergency Services and Fire Prevention Services and that Scappoose Rural Fire Protection District shall initiate fees for the delivery of these services. The fees shall be that which is the usual, customary and reasonable (UCR) cost of the services, and may fluctuate accordingly.

Section 1: Service fees for Scappoose Rural Fire Protection District are established in the attached Master Fee Schedule, incorporated herein by reference. The fees and charges established by this ordinance are reasonably based upon related costs to the District.

Section 2: The cost recovery fees and related administrative fees may be reviewed annually and adjusted for inflation based upon the Consumer Price Index (CPI) each March. Any increase in the fees shall be effective July 1 of the upcoming fiscal year. The fees shall be rounded to the nearest dollar based on the CPI. In the event that there is deflation the fees shall remain the same.

Section 3: Copies of this ordinance shall be maintained in the Administrative Office of Scappoose Rural Fire Protection District

Section 4: Classification of the fees. These cost recovery charges and fire prevention permit fees are classified as not subject to the limits of Section 11 b of Article XI of the Oregon Constitution.

Section 5: The Emergency Services cost recovery and associated administrative processing fees shall be first filed to the involved party's insurance carrier, representing an add-on-cost of the claim for damages of the vehicle, property and/or injuries. In absence of adequate insurance, or inability to secure insurance information

at the scene, or other inability to file claim with a responsible insurance provider, claim costs may also be filed to the owner of the involved vehicle, property, or the responsible parties thereof. Fees for service will be limited to cost recovery. Methods of calculating cost of services shall be generally based on the average cost of providing the service unless otherwise states. Cost calculations will include direct costs (apparatus, personnel, and consumable supplies), and indirect costs (administrative overhead).

Section 6: Fire Prevention fees for operational and construction permits shall be charged as allowed by the Oregon Fire Prevention Ordinance. These are necessary for maintaining compliance with various operations that could affect the fire and life safety of the citizens of the District.

Section 7: The Board of Directors or their designees are hereby authorized to execute any and all documents and/or implement any and all procedures necessary to effectuate the collection of fees in order to support services by Scappoose Rural Fire Protection District.

Section 8: Response shall be based on standard operating procedures as established by the District.

Section 9: Appeals by either persons or entities, both public and private, shall be presented to the Fire Chief in writing within 30 days from the date of invoice. The decision of the Fire Chief with respect to any such appeal shall be final and binding.

Section 10: All former Resolutions and Ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein are hereby repealed; and be it further

BE IT FURTHER ORDAINED that Scappoose Rural Fire Protection District does adopt the attached Master Fee Schedule for emergency services cost recovery and fire prevention permit fees.

Record of Public Readings and Final Adoption

1st Reading: March 12, 2020

2nd Reading: _____

DATE OF EFFECT

This Ordinance shall take effect and be in force July 1, 2020.

ADOPTED THIS _____ DAY OF _____, 2020.

SCAPPOOSE RURAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS

By: _____
David Graham – Board President

–
Attest: _____
David Sorenson – Board Secretary

Public Records Requests:

Fee Schedule			
Minimum Research Fee:	\$25.00		
Charges for copies (per page):		Charges for Electronic Formats:	
8.5 x 11 black and white	\$0.25	Audio tape:	\$15.00
8.5 x 11 color	\$1.25	USB/Flash:	\$10.00
Certified copy:	\$10.00	Videotape:	Actual reproduction cost
Research Fees:	\$70 per hour		
Administrative Fees:		Photos (each):	\$10.00
Fire reports:	\$10.00	Maps & Non-standard Documents:	
Pre-hospital care report:	\$10.00		Actual reproduction costs
District residents, patients & victims: No charge for basic B&W incident report.			

FireMed:

Lower Columbia FireMed is an annual emergency ambulance membership that covers any deductible or other portion of an ambulance bill not paid by your insurance. FireMed covers medically necessary emergency transports within the reciprocal service area. Coverage is available to participating fire district residents. The membership year is Nov 1-Oct 31. Fees are not pro-rated for partial years.

FireMed membership	\$50/year per family
FireMed/LifeFlight memberships	\$115/year per family

Ambulance Rates:

The following rates will be billed to patients transported by the Fire District:

Advanced Life Support (ALS2)	\$1,734 + 22.00 per patient mile
Basic Life Support (ALS1)	\$1,734 + 22.00 per patient mile
Basic Life Support Emergency (BLS)	\$1,734 + 22.00 per patient mile
Medic Response/LifeFlight Prep	\$250
Out of District	\$350
BLS Non-Emergency – Scheduled	\$375
Not Medically Necessary BLS TX	\$725

Non-Emergency Medical Responses:

Private Residence Lift Assist/Non-Transport responses will be charged per calendar year as follows:

First, second, third and fourth responses: \$0
 Each Lift Assist/Non-Transport after the fourth: \$150

Lift Assist Fee for Assisted Living or Healthcare Facility

First: \$150
 Second: \$300
 Third: \$600
 Fourth and subsequent: \$900

Cost Recovery Fees:

Fees for service shall be limited to cost recovery. Methods of calculating the cost of services shall be identified and generally based upon the average cost or specific cost of providing the service. Cost calculations will include direct costs (apparatus, personnel, and any miscellaneous supplies and services) and indirect costs (administrative costs and overhead).

The Office of the State Fire Marshal has established a standardized schedule of costs for apparatus and response (OAR 837-130). This model will be used, when applicable, to guide the establishment of costs.

Apparatus	Rate/Hour	Apparatus	Rate/Hour
Engine Type I	\$100	Ambulance Type 1 & 2	\$55
Engine Type II	\$80	Ambulance Type 3 & 4	\$45
Engine Type VI	\$50	Rescue Vehicle Type 1	\$150
Water Tender Type I	\$70	Rescue Vehicle Type 2	\$100
Ladder Truck	\$150	Rescue Vehicle Type 3	\$40
Crew Transport Type I	\$25	Rescue Vehicle Type 4	\$25
Equipment Trailer Pull	\$20	Fire Boat	\$250
Command Vehicle Type 1 & 2	\$100		
Command Vehicle Type 3	\$35		
Personnel		Preparedness Fee	\$250
Charged @ hourly rate plus payroll expenses			

Note: There will be a one hour minimum charge at the Cost Recovery rates for all incidents billed. Time will be charged in hourly increments. Hours will not be prorated.

Miscellaneous and disposable supplied used will be billed on specific usage and/or cost of replacement. Cost of outside vendors or services used will be billed without markup. Emergency and non-emergency costs associated with a governmental subdivision may be billed. Other expenses directly related to the service delivery will be billed.

Traffic Control	\$25 per intersection
Extrication	\$100 for light, \$250 for heavy
Structure Fire	\$500 (billed to insurance)

Transportation Route Response

Transportation route responses will be billed on a per hour basis of the Cost Recovery rates for the commitment of apparatus, personnel, supplies and services. In addition, standardized administrative costs and overhead will be added to each invoice.

Response to Inadequately Protected or Unprotected Areas

Responses to unprotected areas will be billed on a per hour basis of the Cost Recovery rates for the commitment of apparatus, personnel, supplies and services. In addition, standardized administrative costs and overhead will be added to each invoice.

Incident or Event Standby

Standbys will be billed on a per hour basis of the Cost Recovery rates for the commitment of apparatus, personnel, supplies and services. In addition, standardized administrative costs and overhead will be added to each invoice. Public school events will not be charged.

Fire Marshal Permit Fees and Fines:

Driveway and Road Inspection Fee: A permit fee of \$120 per driveway or new road will be collected for the initial application review, initial inspection and final inspection. The permit expires six (6) months after issuance.

Re-inspections for Driveways and Roads: A permit fee of \$60 will be assessed for any re-inspection that is required in between the initial and final inspection. In addition, if a final is requested and not all items are completed and require another visit, a re-inspection fee will be incurred.

Example: A final is requested and the inspector finds no address numbers on the building or at the end of the driveway.

Plan Reviews outside of existing contracts with other government entities: In some instances, the Fire Marshal's office is requested to perform a Fire and Life Safety Inspection that is not covered by another agency. In this instance, the fees associated for such a plan review will be based upon the fees established by the State Building Codes Division for Fire and Life Safety. These fees are based upon the valuation of the project. A project estimate will be required by a design professional for verification of the project.

Example: A new bridge is being built that is part of a fire apparatus access road. Currently, the county building official or road department does not perform these types of reviews for residential properties. A plan review fee based upon the evaluation of the project will be assessed using the State Fee structure for Fire and Life Safety Review.

Operational Permits:

An operational permit shall be obtained by the fire code official as set in the Oregon Fire Code Section 105.6A through 105.6.50. The operational permits as listed below are necessary for maintaining compliance with various operations that could affect the fire and life safety of the citizens of the fire district. Inquire with fire code official for specific requirements and parameters for individual permits. Individual permits are \$60.00

Construction permits:

A construction permit shall be obtained by the fire code official as identified in the Oregon Fire Code section 105.7.1 through 105.7.25. Any item covered by the Oregon Structural Specialty Code will not be required. Inquire with fire code official for specific requirements and parameters for individual permits. Individual permits are \$60.00

Violations: Fines of not less than \$10.00 or more than \$100.00 for each offense. Each day's continued refusal to conform to the Code or remove a fire hazard after notice by the inspecting officer is a separate offense.

Burning violation resulting in an uncontrolled or escaped fire: \$250 or Suppression Cost, whichever is greater.

False alarms: For violations of Section 401.5 of the Fire Code and/or response to 3 or more false alarms at the same location in a 365-day time period from the first alarm, the courts may order that the responsible person or persons pay for all the costs of responding fire personnel and apparatus as set by the State Fire Marshal's schedule.

**RESOLUTION #2020-03
DECLARING SURPLUS EQUIPMENT
BEFORE THE BOARD OF DIRECTORS OF THE
SCAPPOOSE RURAL FIRE DISTRICT**

WHEREAS, the Board of Directors of Scappoose Rural Fire ("District") has determined that certain items ("the Property") in the inventory of District are outdated and are of no use to District or its volunteers; and

WHEREAS, the Board of Directors has been advised by the Fire Chief that the Property does not meet the current National Fire Protection Act Standards; and

WHEREAS, District's public contracting rules provide that the District may dispose of surplus personal property by any means in the best interest of the District; and

WHEREAS, the sale or donation of this Property at the price offered substantially promotes the public interest and will result in a cost savings to the District or yield a higher net return than if the competitive bid process were followed; and

WHEREAS, the value of the Property is less than \$10,000; and

WHEREAS, regulations require that the Board of Directors officially declare surplus property in order to dispose of it; and

WHEREAS, the Property is listed, itemized, attached and incorporated herein as Exhibit A; and

WHEREAS, the Purchaser/Donee will be obligated to sign Release of Liability and Bill of Sale forms prior to conveyance of the Property;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Scappoose Rural Fire District, Oregon that:

1. The Property attached hereto as Exhibit A is declared Surplus Property and will be disposed of according to the policies of District and the laws of the State of Oregon.
2. Ownership of the Property will be transferred, "as is" to the Purchaser/Donee as per the Bill of Sale and Release of Liability provisions.
3. The Board of Directors, in exercising its authority under this resolution, will act in the best interests of the District and in compliance with the state's ethics laws;

DATED this 12th day of March, 2020, by Scappoose Rural Fire's Board of Directors.

By: _____
David Graham, Board President

Attest: _____
David Sorenson, Board Secretary

EXHIBIT A

List of Surplus Items:

(1) 2001 Chevy Impala sedan Lic# E242073 VIN# 2G1WF55K119284481

SCAPPOOSE RURAL FIRE DISTRICT (SFD)



RFP NUMBER 00020-02

PROFESSIONAL, TECHNICAL, AND EXPERT SERVICES

Scappoose Rural Fire District
(SFD)
March 2020

REQUEST FOR PROPOSALS
For
Regional Unmanned Aerial Systems
Program Development
and
FAA COA Document Preparation

PROPOSALS DUE: March 30th, 2020 by 4:00 p.m.

SUBMITTAL INFORMATION: Refer to PART II, SECTION B.3 (PROPOSAL SUBMISSION)

Submit the Proposal to:

Jeff Pricher, Division Chief
Columbia River Fire & Rescue / Scappoose Fire
Chief Pilot Fire & EMS Workgroup
Regional Disaster Preparedness Organization (RDPO)
Email: jpricher@srfd.us

Refer questions to:

Jeff Pricher, Division Chief
Columbia River Fire & Rescue / Scappoose Fire
Chief Pilot Fire & EMS Workgroup
Regional Disaster Preparedness Organization (RDPO)
Email: jpricher@srfd.us

A **NON-MANDATORY PRE-SUBMITTAL MEETING** has been scheduled for March 16, 2020, 2pm at Scappoose Fire Station, located at 52751 Columbia River Highway., Scappoose, OR 97056.



Welcome Aboard!

We are very excited to have you as part of the EF Recovery family and look forward to recovering your incident response and mitigation costs.

Here's all you need to do to complete your contract.

Page 7 Please complete the signature block

Page 9 Exhibit A, Section 7: Please choose a billing option
Exhibit A, Section 8: Please complete the collection agency information, if applicable

Please be sure to complete Sections 7 and 8. This is very important information that we need to complete the setup of your account in our system.

Collection Letter Please sign your name at the bottom

Business Associate Agreement Please complete the signature block

As soon as we receive your contract, someone from our staff will contact you to begin the onboarding process and start submitting claims on behalf of your department.

Thank you again for becoming an EF Recovery customer!

COST RECOVERY AGREEMENT

This Cost Recovery Agreement (“Agreement”) is made as of the date shown below and between the following parties:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
 (“EFR”)

Scappoose Fire District
52751 Columbia River Hwy.
Scappoose, OR, 97056-3029
 (“Customer”)

Effective Date: March 3, 2020

and is subject to EFR’s Privacy Policy that can be found by visiting <https://www.efrecovery.com/privacy>.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings. In additions, other terms are defined elsewhere in the Agreement, in the context in which they arise.
 - 1.1 **“Liable Party” or “Liable Parties”** means negligent parties or their insurer(s).
 - 1.2 **“Services”** means, collectively, the services listed in Exhibit A attached hereto and incorporated herein by this reference.
 - 1.3 **“Total Claim Amount”** means the total of all Customer charges for equipment, labor, consumables, administrative costs, processing costs and other costs outlined, defined, and/or authorized by Customer’s jurisdictional law, code, resolution or ordinance, as set forth on Customer reimbursement cost schedule.
 - 1.4 **“Mobile Application”** means a program developed by EFR to collect on-scene incident information for use in billing a claim.
 - 1.5 **“Device”** means a compatible mobile telephone, tablet computer or on-board computers that Customer uses to operate the Mobile Application.
 - 1.6 **“Executable Code”** means the fully compiled version of a software program that can be executed by a computer, mobile telephone or tablet computer and used by an end user without further compilation.
 - 1.7 **“Software”** means the Mobile Application, plus any modified, updated or enhanced versions of programs that EFR may provide to customer hereunder in Executable Code in its sole discretion from time to time.
 - 1.8 **“Documentation”** means the user manuals provided to Customer along with the Software.
 - 1.9 **“Intellectual Property Rights”** means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.
2. **SERVICES.** Customer retains EFR as its billing contractor to perform the billing for services from any cost recovery order as directed by Customer and as allowed by law, code, resolution or ordinance to a Liable Party or Liable Parties). Customer also retains EFR to perform the Services in accordance with the terms of this Agreement. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the EFR and Customer with respect to the subject matter hereof, and any such prior agreements are hereby terminated.
3. **COMPENSATION TO EFR.** For each claim that EFR provides any Services, Customer shall pay EFR the Processing Cost or the Uncollected Claim Cost as defined in Exhibit B, plus any additional costs as defined in this Agreement.
4. **COLLECTED FUNDS / TERMS OF PAYMENT.** EFR will deposit all collected funds into a bank account administered solely by EFR. All recovered funds, less the Processing Costs, Uncollected Claim Costs, and/or Training Fees, as defined in Exhibit B, will be submitted to Customer along with a detailed accounting of funded claims within forty-five (45) days after the funds have been received by EFR. EFR shall not be responsible for the payment of any billings that a responsible party/entity denies or refuses to pay. Customer’s obligations hereunder are absolute and

unconditional and not subject to set-off, delay, counterclaim, or termination of performance. Customer shall notify EFR of any disputed billings within fourteen (14) days of receipt, but such dispute shall not serve as a basis for withholding of any sums due under this Agreement.

5. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date set forth above and shall continue until the first anniversary of such date (the "Initial Term"). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each (the "Renewal Term"), unless it is sooner terminated for cause pursuant to Section 6 of this Agreement. Either party may elect to not renew this Agreement by informing the other, in writing, of its intent not to renew; PROVIDED, HOWEVER, that such notice shall be delivered in accordance with this Agreement no later than sixty (60) days prior to the anniversary date of the Agreement. If Customer has not submitted a billable claim to EFR for a continuous twelve (12) month period, this Agreement will automatically terminate on the last day of the Initial Term or the last day of the Renewal Term. While this Agreement is in effect, Customer shall not retain any individual or entity other than EFR to perform the Services.
6. **TERMINATION FOR BREACH.** Except as otherwise set forth in this Agreement, either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure such material breach within thirty (30) days after receiving written notice thereof from the non-breaching party; PROVIDED, HOWEVER, that such notice shall describe the claimed breach in reasonable detail and afford the breaching party an opportunity to cure the default prior to the expiration of such 30 day period. EFR may suspend the Services (or any portion thereof) upon notice to Customer in the case of any breach or threatened breach by Customer. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law/equity.
7. **OBLIGATIONS UPON TERMINATION.** Upon termination or expiration of this Agreement for any reason, the following provisions shall apply.
 - 7.1 **Termination of Services and Obligations.** Neither party shall be under any further obligation or liability under this Agreement to the other from and after the date of termination, except as specifically set forth in this Section. Furthermore, EFR will terminate all Services.
 - 7.2 **Obligation to Satisfy Payment of Fees.** Customer understands and expressly acknowledges that termination of this Agreement prior to the expiration of the Initial Term or the Renewal Term for any reason neither suspends, discontinues, diminishes, or in any way alters its continuing obligation to timely satisfy all invoices nor suspends, discontinues, diminishes, or in any way disallows EFR from collecting any Processing Cost, Uncollected Claim Cost, or Training Fee monies due to EFR through the final date of the Initial Term or Renewal Term and that such fees will be immediately due and payable.
 - 7.3 **Obligation to Satisfy Payment of Claims.** Upon termination of this Agreement, EFR agrees to pay Customer any claim recovery monies collected but not released to Customer, less any applicable Processing Cost, Uncollected Claim Cost and/or Training Fee monies owed EFR.
 - 7.4 **Copies of Data.** Upon payment of all such Fees, and upon the request of Customer, EFR will provide Customer with a single copy of all Customer's content on EFR's system as of the effective date of expiration or termination in PDF format. Copies of data in non-PDF format will be made available upon the request by Customer at EFR's then-current rates.
 - 7.5 **Return of Confidential Information.** Customer agrees to deliver or return to EFR, at EFR's request at any time or upon termination of this Agreement or as soon thereafter as possible, all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by EFR or prepared by EFR in the course of this Agreement and all other Confidential Information in Customer's possession. If, for any reason, such document, material, database, equipment, or software cannot be returned, Customer will destroy all the Confidential Information belonging to EFR and delete such Confidential Information from any memory devices, then confirm to EFR, in writing, that said Confidential Information has been destroyed. Customer will not be permitted to continue using the Confidential Information in any way after the Termination Date.
 - 7.6 **Return of Equipment.** All Hardware, if any, provided by EFR is and shall remain the property of EFR and will be returned in like new condition except for normal wear and tear upon termination of this agreement.

7.7 **Survival Provisions.** The provisions of Section 1 Definitions, Section 12 Confidential Information, Section 14 Force Majeure, Section 15 Warranty Disclaimer, Section 16 Limitation of Liability, Section 17 Indemnification, Section 18 Noninterference and Section 19 General Provisions shall survive the expiration or termination of this Agreement.

8. **COLLECTION PROCESS.** EFR agrees that it shall use only lawful means to effect collections and will comply with all provisions of the Fair Debt Collection Practices Act ("FDCPA") and applicable state statutes in connection with these collections. EFR bills the responsible party and/or their insurance company once a month up to three (3) months or ninety (90) days. If the account has not been paid and depending on the selected billing options from Exhibit A by day one hundred eighty (180) after submission of the claim, at Customer's discretion, EFR will either (a) cease collection activity or (b) turn over the account to a collections agency to be specified by Customer, and such account will be deemed uncollectible (the "Uncollectable Account"). EFR will make a "best effort" to collect funds from the Liable Party. EFR shall not be responsible for the payment of any billings that are deemed an Uncollected Claim Cost.

9. **LICENSE GRANT.**

9.1 **License Grant.** Subject to the terms and conditions of this Agreement, EFR hereby grants to Customer, only for the Term (as defined in Section 5), a non-exclusive, non-transferable license to (a) install the Software only for purposes of its internal use, and not to market and/or distribute the Software to any third party purposes of resale; (b) make one copy of the Software solely for backup or archival purposes; and (c) copy and reproduce any Documentation provided to Customer solely for the purposes of training Customer's staff.

9.2 **License Restrictions; Reservation of Rights.** Except as expressly permitted by this Agreement or except with EFR's prior written consent, Customer will not, and will not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works from the Software or the Documentation; (b) merge the Software with other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software. The Software and Documentation and all worldwide Intellectual Property Rights therein, are the exclusive property of EFR and its suppliers. All rights not expressly granted to Customer in this Agreement are reserved by EFR.

9.3 **No Restriction or Exclusivity.** During the Term hereof, EFR may distribute, market, sell, or act as an agent or representative of any developer, publisher, or manufacturer, of online services or products that are functionally comparable or intended, by applicable marketing and promotional programs directed to such services or products, to compete directly with the Software.

10. **DATA & REPORTING.** Customer will make available to EFR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that Customer deems of use to EFR. All materials furnished by Customer will not be disclosed to any party, other than as required under the scope of the Agreement, without Customer's prior written approval. EFR shall provide Customer with status reports as set forth in Exhibit "A" and other reports as mutually agreed.

11. **INDEPENDENT CONTRACTOR.**

11.1 **Status.** EFR is and shall at all times remain an independent contractor of Customer.

11.2 **Employees.** EFR shall retain full control over the employment, direction, compensation and discharge of all persons employed by or assisting in the performance of service by EFR. EFR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. EFR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

11.3 **Binding of Customer.** EFR shall not incur or have the power to incur any debt, obligation or liability for or on behalf of Customer, or bind Customer in any manner, except as to matters specifically delegated in writing by Customer.

- 11.4 Claims.** Customer shall have no claim to the software, computer programs, other technology and/or work product developed/used by EFR in its performance of this Agreement. It is understood and agreed that Customer may use EFR proprietary software programs in providing the services set forth in this Agreement. Customer agrees that it shall not acquire any proprietary rights to such programs by virtue of this Agreement.
- 11.5 Benefits.** Unless otherwise expressly authorized by Customer, EFR will not participate in or receive any of the benefits which Customer extends to its employees, including, without limitation, vacation pay, sick leave and medical insurance. EFR agrees to waive all claims to such benefits.
- 11.6 Taxes, Etc.** EFR will be solely responsible for payment of all income taxes, self-employment taxes and other items due with respect to EFR's income hereunder. Except as provided otherwise in Exhibit A, EFR will be responsible for payment of any sums due to any persons hired by EFR to assist in the performance of the Services.

12. CONFIDENTIAL INFORMATION

- 12.1 Disclosure of Confidential Information.** Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Recipient will comply with any applicable state law, including the Public Records Act.
- 12.2 EFR Confidential Information.** The business practices including, but not limited to, financial information, staffing patterns, HIPAA protected information, business relationships, the Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, and all other business practices shall be considered EFR's Confidential Information.
- 12.3 Customer Confidential Information.** The business practices such as financial information, staffing patterns, client numbers, call center operations, HIPAA protected information, transport volumes, business relationships and all other business practices shall be considered Customer's Confidential Information.
- 12.4 Exceptions.** The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 12.5 Authority to Disclose Confidential Information.** In making any disclosure to EFR of private patient information, you will comply with all applicable state and federal law regarding protected health care information. In making any disclosure to you of private patient information, EFR will comply with all applicable state and federal law regarding protected health care information as agreed to by way of a separately executed Business Associates Agreement (BAA).

13. **NOTICES.** Either party may notice the other by means of (a) electronic mail to the e-mail address on record, or (b) by written communication sent by nationally recognized overnight delivery service or first class mail to the address shown below, or (c) by letter sent by confirmed facsimile to EFR at the fax number shown below. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email or fax). Notices will not be effective unless sent in accordance with the above requirements.

Notices to EFR:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
Fax: (253) 853-1340

Notices to Customer:

Scappoose Fire District
52751 Columbia River Hwy.
Scappoose, OR, 97056-3029
(503)543-5026

14. **FORCE MAJEURE.** Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.

15. **WARRANTY DISCLAIMER.** EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR RESPECTIVE LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES. EFR AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. EFR AND THEIR LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

16. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EFR AND/OR THEIR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, COSTS, DAMAGES, AND CLAIMS ARISING OUT OF OR RELATED TO DATA SECURITY INCIDENT(S), LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF EFR OR THEIR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EFR'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO EFR BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

17. **INDEMNIFICATION.**

- 17.1 **BY EFR TO CUSTOMER.** EFR agrees to defend and hold Customer, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it as a result of EFR's collections activity under this agreement; provided, however, that Customer warrants and guarantees that the information furnished to EFR is accurate and complies with all state and federal laws.

17.2 BY CUSTOMER TO EFR. Customer agrees defend and hold EFR, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it related to all claims submitted to EFR, the accuracy of the information furnished to EFR and the use of the Software; provided, however, that EFR warrants and guarantees that the billing services provided on behalf of Customer comply with industry-standard best practices and comply with all state and federal laws.

18. NONINTERFERENCE. During this Agreement and for two (2) years thereafter, neither party will, without the express consent of the other party: (a) hire or use the services of any person who was an employee or independent contractor of either party while this Agreement is in effect, or encourage or counsel any such person to leave either party's employ; (b) provide any competing services to or solicit any competing business from any person or entity who was a customer of either party, or to whom either party has submitted any business proposal, while this Agreement is in effect; or (c) be an officer, director, employee or agent of, or own any interest in, or provide any advice or assistance to any person or entity that engages in any of the foregoing. The foregoing will not apply to any person or client once s/he or it has ceased to provide or receive services to or from either party for a period of one (1) year or longer, nor will it be deemed to prohibit either party from accepting employment with any customer of either party, provided such employment does not relate to any product or service provided by either party to such customer (or to the subject matter of such product or service).

19. GENERAL PROVISIONS.

19.1 Governing Law and Jurisdiction. This Agreement shall be construed under the laws of the State of Washington, without regard to its principles of conflicts of law. In the event any litigation arises out of this Agreement, the parties agree that such case shall be heard exclusively in the federal and state courts in Pierce County, Washington. Customer waives an objection on the basis of inconvenient forum or otherwise.

19.2 Relationship. This Agreement does not make either party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.

19.3 Entire Agreement. This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final, complete, and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party to this Agreement.

19.4 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by an authorized representative of each party to this agreement party hereto.

19.5 Assignment of Agreement. Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of EFR. Any prohibited assignment shall be null and void. EFR may transfer its rights and obligations hereunder to any company or other legal entity that is controlled by, controls or is under common control with EFR. EFR may retain subcontractors to perform the Services.

19.6 Severability. In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision or otherwise unenforceable under applicable laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

19.7 Counterparts. This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof. Any translation of this Agreement into any other language shall be for convenience purposes only and shall not be binding on any party.

- 19.8 **Delay or Omission Not Waiver.** No delay or failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 19.9 **United Nations Convention of Contracts.** The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded
- 19.10 **Controlling Language.** This Agreement is written in English (US), and English (US) is its controlling language
- 19.11 **Capitalized Terms.** Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings.
- 19.12 **Waiver of Breach.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach
- 19.13 **No Third Party Beneficiaries.** No entities not a party to this Agreement shall be deemed third party beneficiaries hereunder.
- 19.14 **Binding Effect.** The signatories to this Agreement each represent that each has the Authority to bind such party to the terms and conditions set forth herein. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the parties.
- 19.15 **Construction.** This Agreement shall not be construed for or against any Party, regardless of its drafter.
- 19.16 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe the provisions.

THIS AGREEMENT is executed as of the day and year first above written.

E&F RECOVERY, LLC

CUSTOMER

Signature Douglas Wright
 Name Doug Wright
 Title CEO
 Date March 3, 2020

Signature _____
 Name _____
 Title _____
 Date _____

EXHIBIT A
DESCRIPTION OF EF RECOVERY'S SERVICES, BILLING OPTIONS AND COSTS
"STANDARD SERVICE PLAN"

1. **SERVICES.** The following represents the complete scope of services to be provided by Customer and EFR in connection with this Agreement.
 - Customer may use its fire reporting system, the Mobile Application, or a combination thereof to collect claim information. Customer will build a claim in claim management software created by EFR using incident information provided solely by Customer, pursuant to Section 2 of this Exhibit A. Customer shall be solely responsible to determine the Total Claim Amount.
 - If customer wishes to link records from its fire reporting system to the Mobile Application to collect and update claim information, Customer agrees to give EFR access to the fire reporting system.
 - EFR will review each claim for sufficient incident data and likelihood of reimbursement. EFR will not amend, correct, adjust or modify the Total Claim Amount without the Customer's written approval.
 - If EFR determines that there is insufficient incident data such that reimbursement of a claim is unlikely, EFR will refer the incomplete claim back to the Customer with a request for additional information. If Customer does not provide the additional information within ninety (90) days after the claim is referred back, the claim will expire and will be removed from the claims management software.
 - If EFR determines that there is sufficient incident data such that reimbursement of a claim is likely, EFR will submit the claim to the Liable Party and seek reimbursement per the contact method(s) specified in this Exhibit A.
 - If a settlement offer is made by the Liable Party to pay less than the Total Claim Amount, Customer will determine, at its sole discretion, whether to accept the settlement offer.
 - EFR will submit funds to Customer pursuant to the terms of this Agreement.
 - EFR will make best efforts to seek reimbursement on each claim submitted to a Liable Party using methods and experience consistent with a billing agency. Customer expressly acknowledges and agrees that EFR is not a legal representative of Customer, is not trained to dispute claims on a legal basis and is not a collections agency. As such, EFR's actions with respect to denied claims specifically precludes legal arguments, aggressive follow-up or excessive number of collection attempts.
2. **CLAIM INFORMATION REQUIRED FROM CUSTOMER.** Customer acknowledges and agrees to provide the following minimum information about each incident for which it seeks reimbursement.
 - The name, address and driver license number of individual(s) involved in the incident. A minimum of information is required on one involved party.
 - The insurance information of individual(s) involved in the incident or the insurance information of the at-fault party as determined by on-scene law enforcement. If insurance information is not provided, EFR will bill the individual(s) involved in the incident. Customer expressly acknowledges that collection rates for billing individuals directly is significantly lower than collections rates for billing insurance carriers.
 - License plate number and state of all involved vehicles.
 - Date, time and location of incident.
 - A complete and descriptive narrative describing the details of the incident. EFR will provide guidance to Customer as to what constitutes a complete and descriptive narrative.
3. **PROCESSING COST.** Customer hereby agrees to pay EFR the Processing Cost, as defined in Exhibit B. The Processing Cost will be subtracted from the claim payment(s) received by EFR on behalf of Customer. Customer acknowledges that if it accepts a settlement offer on a claim, EFR remains entitled to collect the full Processing Cost, or a portion thereof, at its sole option.
4. **UNCOLLECTED CLAIM COST.** Customer hereby agrees to pay EFR the Uncollected Claim Cost, as defined in Exhibit B. The Uncollected Claim Cost will be subtracted from the claim payment(s) received by EFR on behalf of Customer. Reasons for considering a claim as uncollectible include, but are not limited to:
 - Legitimate denial from an insurance company

- A decision by Customer not to bill the Liable party or to write off the claim to charity
- An exhaustion of all collection options
- No liable party or a liability dispute
- A non-responsive Liable Party who cannot be contacted via telephone pursuant to Customer's policy
- No known Liable Party address

5. **TRAINING FEE.** Customer hereby agrees to pay EFR the Training Fee, as defined in Exhibit B. The Training Fee will be subtracted from the claim payment(s) received by EFR on behalf of Customer.

6. **CONDITIONS.** The following conditions apply to all claims processed by EFR on behalf of Customer:

- A jurisdictional law, code, resolution or ordinance in Customer's area of service authorizing cost recovery billing must be in place.
- Customer will designate two (2) points of contact: a primary contact who will respond to EFR inquiries in a timely manner, and a secondary contact that will remain knowledgeable about the program.

7. **BILLING OPTIONS.** EFR will recover funds based on the collection option selected below. These options and their associated fees may be amended from time to time by written notice pursuant to the terms of this Agreement.

(Note: Select only one billing choice per column)

	Residents	Non-Residents
1) Bill Insurance 2) If denied <i>or</i> no insurance, bill Liable Party 3) If unpaid, close claim	<input type="checkbox"/>	<input type="checkbox"/>
1) Bill Insurance 2) If denied <i>or</i> no insurance, bill Liable Party 3) If unpaid, send to collections	<input type="checkbox"/>	<input type="checkbox"/>
1) Bill Insurance 2) If denied <i>or</i> no insurance, close claim	<input type="checkbox"/>	<input type="checkbox"/>

8. **CUSTOMER COLLECTION AGENCY.** Customer hereby specifies the collection agency listed below (the "Collection Agency") to act on its behalf and authorizes EFR to release information related to uncollected claims as requested by the Collection Agency.

Agency Name _____
 Address _____

Contact Name _____
 Contact Phone _____
 Contact Email _____

EXHIBIT B
DEFINITIONS AND COSTS

1. **“Processing Cost”** means fifty dollars (\$50.00) or twenty percent (20%) of the Total Claim Amount or the settlement offer accepted by Customer on a claim, whichever is greater.
2. **“Uncollected Claim Cost”** means as twenty-five dollars (\$25.00) for a claim deemed by EFR, at its sole discretion, as uncollectable from a Liable Party or the Liable Party’s insurance carrier.
3. **“Training Fee”** means a one-time charge of one-hundred and ninety-five dollars (\$195.00) for training Customer on all procedures, software, mobile applications and other aspects of the program.

Scappoose Fire District
52751 Columbia River Hwy.
Scappoose, OR, 97056-3029

To Whom It May Concern:

Effective March 3, 2020, Scappoose Fire District signed an agreement with EF Recovery, LLC authorizing them to recover expenses incurred from vehicle accident and hazardous materials response and mitigation by this department.

This letter serves as acknowledgement of such authorization to all responsible parties, their insurance companies and all government and law enforcement agencies and directs them to provide information and reports as requested by EF Recovery on our behalf.

Respectfully,

Dennis Hoke
Fire Chief
Scappoose Fire District

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made as of the date shown below and between the following parties:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
("EFR")

Scappoose Fire District
52751 Columbia River Hwy.
Scappoose, OR, 97056-3029
(the "Customer")

Agreement Date: March 3, 2020 ("Effective Date")

This Business Associate Agreement ("Agreement") between EFR and Customer is executed to ensure that EFR will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Customer in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D - Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. GENERAL PROVISIONS

1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. OBLIGATIONS OF THE BUSINESS ASSOCIATE. EFR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. Report to Customer any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Customer without unreasonable delay but in no case later than 60 days after discovery of the breach.
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of EFR agree to the same restrictions, conditions, and requirements that apply to EFR with respect to such information.
5. Make PHI in a designated record set available to Customer and to an individual who has a right of access in a manner that satisfies Customer's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request.
6. Make any amendment(s) to PHI in a designated record set as directed by Customer, or take other measures necessary to satisfy Customer's obligations under 45 CFR §164.526.
7. Maintain and make available information required to provide an accounting of disclosures to Customer or an individual who has a right to an accounting within 60 days and as necessary to satisfy Customer's obligations under 45 CFR §164.528.
8. To the extent that EFR is to carry out any of Customer's obligations under the HIPAA Privacy Rule, EFR shall comply with the requirements of the Privacy Rule that apply to Customer when it carries out that obligation.

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by EFR on behalf of Customer, available to the Secretary of the Department of Health and Human Services for purposes of determining EFR and Customer's compliance with HIPAA and the HITECH Act.
10. Restrict the use or disclosure of PHI if Customer notifies EFR of any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR §164.522.
11. If Customer is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), EFR agrees to assist Customer in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Customer's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Customer agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Customer of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Customer of any threat of identity theft as a result of the incident.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE. The specific uses and disclosures of PHI that may be made by EFR on behalf of Customer include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Customer to its patients.
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts.
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Customer to its patients or to appeal denials of payment for the same.
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that EFR has been engaged to perform on behalf of Customer.

D. TERM AND TERMINATION

1. The Term of this Agreement shall be effective as of the Effective Date and shall terminate on the date covered entity terminates for cause as authorized in paragraph 2 of this Section.
2. Customer may terminate this Agreement if Customer determines that EFR has violated a material term of the Agreement and EFR has been apprised of the violation in writing and has not cured the violation within thirty (30) days of said written notice.
3. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
4. Upon termination of this Agreement, EFR shall return to Customer or destroy all PHI received from Customer, or created, maintained, or received by EFR on behalf of Customer that EFR still maintains in any

form. EFR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

THIS AGREEMENT is executed as of the day and year first above written.

E&F RECOVERY, LLC

CUSTOMER

Signature Douglas Wright
Name Doug Wright
Title CEO
Date March 3, 2020

Signature _____
Name _____
Title _____
Date _____