#### **Scappoose Rural Fire District**

#### **BOARD OF DIRECTORS REGULAR MEETING**

Board Members and Required Staff met in-person at Scappoose Fire District Main Station
Also held electronically via GoToMeeting and telephone call-in number Thursday, May 13, 2021

Budget Committee Meeting followed by May Regular Board Meeting Thu, May 13, 2021 7:00 PM - 11:00 PM (PDT)

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/539323773

You can also dial in using your phone.
United States: +1 (646) 749-3122

**Access Code:** 539-323-773

#### **Call to Order & Flag Salute**

#### **Public Comment:**

"This is the time for public comment on agenda and non-agenda items. The Board will not take any immediate action but will document all comments and/or concerns. Any further action deemed appropriate will be taken promptly. We appreciate you keeping comments to 3 minutes per individual or 5 minutes if you are representing a group of patrons. Please note, personnel concerns will not be discussed in a public meeting. If you have any concerns with personnel, please schedule a meeting with the Fire Chief or Board President."

#### **Consent Agenda:**

- Approve minutes from the April 8, 2021 Regular meeting
- Approve 4.31.21 Expense Account activity
- 4.30.21 Budget vs. Actual

#### Statistical Data:

- Ambulance Activity Report
- Response Activity Report

#### **Staff Reports:**

- Chief's Report
- Operations Report
- Fire Marshal Report
- Training Report
- Financial Report Present Audit/Financials

#### **Old Business:**

- 1. Policy Manual Updates (This will be ongoing over the next several months)
  - a. UAS Policy (Need Approval)

#### **Committee Reports:**

- Management Team
- Long Range Planning Committee
- Awards & Incentives Funding for SVFA LOSAP

#### Miscellaneous:

#### **New Business:**

- 1. Budget Committee and Budget review
- 2. Safe Harbor Document Review Election Update
- 3. Purchase Proposal for Side By Side
  - a. Authorization to sign agreement with ODF (Same as last years agreement)

#### **Good of the Order**

#### Adjourn

Pursuant to ORS 192.640(1), the Board of Directors for the Scappoose Fire District reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

## PREVIOUS MEETING MINUTES

#### **Scappoose Rural Fire District**

#### **BOARD OF DIRECTORS REGULAR MEETING**

Board Members and Required Staff met in-person at Scappoose Fire District Main Station
Also held electronically via GoToMeeting and telephone call-in number Thursday, April 8, 2021

#### President Sorenson Called the meeting to Order at 7:01 pm Flag Salute

Present – Director Dave Sorenson, Director Mark Gift, Director Andy Krieck, Director Susan Reeves, Director David Graham, Staff - Fire Chief Jeff Pricher, Finance Director Alex Tardif

**Public Comment: None** 

"This is the time for public comment on agenda and non-agenda items. The Board will not take any immediate action but will document all comments and/or concerns. Any further action deemed appropriate will be taken promptly. We appreciate you keeping comments to 3 minutes per individual or 5 minutes if you are representing a group of patrons. Please note, personnel concerns will not be discussed in a public meeting. If you have any concerns with personnel, please schedule a meeting with the Fire Chief or Board President."

#### **Consent Agenda:**

- Approve minutes from the March 11, 2021 Regular meeting
- Approve 3.31.20 Expense Account activity
- 3.31.20 Budget vs. Actual

Director Graham moved to approve the consent agenda; Director Reeves Seconded – Director Sorenson asked a question on retirement helmets. These are paid from district but will be reimbursed from the volunteer account. Discussion ensued. The motion carried unanimously.

#### **Statistical Data:**

- Ambulance Activity Report 85 transports for the month. Discussion on refusals for transport. Director Graham asked what false alarms are. Chief Pricher responded on how this works, who are most frequent false alarms are, and how we are partnering to help lower the call volume. One option is to charge a fee for those who utilize false alarms and hit a certain call volume.
- Response Activity Report Chief highlighted and explained the new report by zone that
  is in the packet this month. Discussion on the reports and how the board likes them, and
  the information presented on them. Director Sorenson asked about medic miles, pg 31.
   Discussion on ambulances and mileage ensued. The District will be buying only 4X4

vehicles from here on out. Director Gift asked about the reasoning for only buying 4X4 vehicles. Chief Pricher explained the reasoning for why these are better for our crew than the 4x4's, especially in our remote rural areas.

#### **Staff Reports:**

- Chief's Report Director Sorenson asked about Holbrook station repairs. Discussion on quotes for Holbrook. Director Sorenson inquired about sidewalk. Chief Pricher explained it is a company that creates dashboards and provides analytics. Unless the board directs us to use them, we will stay with image trend. Director Gift provided feedback that the school district also has good data and The District should reach out for it. Director Sorenson asked how much if anything is left on the building remodel. Chief Pricher stated it is complete. Chief Pricher addressed the new Tenzinga platform for performance evaluations. Discussion on the value of performance reviews.
- Fire Marshal Report Chief Pricher stated it was another busy month. Discussion on the
  drone and the required repairs. Discussion on how helpful these drones are for
  investigations and highlighted how they are a community asset. The District has 2
  Drones. Director Gift asked who the new fire marshal for CRFR is. Discussion on how the
  Fire marshals work together and future collaborative opportunities. Director Gift stated
  that if we are going to do these reciprocal arrangements, we should charge half. All
  agreed.
- Operations Report Director Sorenson asked about the new Rosenbauer engine. Chief Pricher explained that he, LT Anderson and DC Marks will all go to Spokane to inspect the engine and check out the maintenance facility. Director Krieck asked about the moorage and what my come. There was discussion on the new hire probationary FF.
   Director Krieck asked about the vacancy in the NIFF program. No decision has been made as to how or when this position will be filled. Director Gift asked about the 3telemetry program. These were purchased with funds from Dyno. Discussion ensued on how these work and what value they provide to the community.
- Training Report Director Sorenson enquired about the new volunteer.
- Financial Report Discussion on budget. Discussion on IT budget.

#### **Old Business:**

1. Lexipol Update and suspension of certain policies – Briefing on the meeting with staff and the policy's that where suspended. Chief Pricher Asked the board to review and provide guidance on how they want us to move forward. Director Graham moved to accept edits and suspended policies as presented, Director Gift Seconded. Discussion – A BIG Thank you from the board to Chief Pricher for his hard work on these policies. A BIG Thank you to Cade Greenup for all his hard work and dedication to completing this task. Motion passed unanimously.

#### **Committee Reports:**

Management Team – discussion on financials

- Long Range Planning Committee no update
- Awards & Incentives no updates

#### Miscellaneous:

#### **New Business:**

- Possible Surplus items Discussion of the flatbed surplus Options 1) put it on gov deals, 2) Store it at station until we can purchase a new chassis. Chief Pricher recommends we surplus it. Director Graham moved to surplus the flatbed for a minimum bid of 3k, Director Krieck seconded. Motion carried unanimously.
- 2. FY 21/22 Budget Update –Board suggested that David Grant and Sandy Newman be contact to join the budget committee.
- 3. Executive Session the Board of Directors entered executive session under ORS 199.620 (2)(d) at 9.00 pm. The board came out of executive session at 9:25 with no action taken.

#### **Good of the Order**

Chief Pricher would like to thank the team for all their hard work and dedication to the fire district. Our team has been working hard putting new systems in place. He highlighted Marias trip to Maryland for the PIO course and her next trip for the fire starter program. He highlighted Chief Marks opportunity to train at the national academy. Director Graham expressed is gratitude for every one's hard work. The Board echoed his thanks.

Director Sorenson asked about Shelly's retirement at the end of the month. Succession planning was discussed.

#### At 9:36 pm the Meeting adjourned.

Director Krieck moved to adjourn the meeting, Director Reeves seconded, the motion carried unanimously.

Pursuant to ORS 192.640(1), the Board of Directors for the Scappoose Fire District reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

# EXPENSE ACCOUNT ACTIVITY

Date	Name	Source Name	Memo	Paid Amount
	AL FUND EXPENDIT	TURES		
1 1.1 GE	NERAL FUND PERS	SONNEL SVCS		
	nsu rance			
04/16/2021	health insurance	Benefit Help Soluti	Flex Savings reimb	75.00
04/28/2021 04/29/2021	health insurance	Dayohov Dayroll	Reimburse Benefit solutions Flex spend health ins cashout	-61.00 11,660.97
04/29/2021	workers comp	Paychex Payroll Paychex - tax	ER Work Benefit	45.62
Total	550 Insurance			11,720.59
560 F	Personnel S alaries			
04/08/2021	salaries	Inroads Credit Uni	Staff food fundMarch PR dedu	710.00
04/08/2021	salaries	American Heritage	Case # 84457 PR Deduc: R An	136.90
04/15/2021 04/29/2021	salaries salaries	P.E.R.S.	Employee 6% IAP plus unit con APR PR deduction	11,710.01 805.00
04/29/2021	other wages	Department of Jus Paychex Payroll	Deferred comp	4,087.00
04/29/2021	OT Salaries	Paychex Payroll	FLSA Overtime	2,284.80
04/29/2021	other wages	Paychex Payroll	FF incentives	1,839.63
04/29/2021	other wages	Paychex Payroll	Longevity	920.35
04/29/2021	data communica	Paychex Payroll	Phone Pay	150.00
04/29/2021	other wages	Paychex Payroll	Shift differential	152.00
04/29/2021 04/29/2021	OT Salaries	Paychex Payroll	Overtime	24,678.23
04/29/2021	salaries salaries	Paychex Payroll Paychex - tax	Balance of net pay Employee taxes withheld	65,853.77 44,319.57
		•	Employee taxes withheld	<u> </u>
ıotaı	560 Personnel Salar		157,647.26	
	SocSec/Medica re(FI	,		
04/29/2021	social security	Paychex - tax	Emplyr FICA	14,078.55
Total	570 SocSec/Medica	re(FICA)		14,078.55
580 \	/olunte er Services			
04/08/2021	volunteer services	Greenup, Cade	reimb cell phone April	38.00
04/08/2021	volunteer services	A+ Engraving, LLC	Nameplates for Board	27.20
Total	580 Volunteer Service	ces		65.20
590 F	Personnel B enefits			
04/08/2021	wellness	Oregon Occupatio	physical - C. Brehm	269.00
04/15/2021	PERS	P.E.R.S.	Employer PERS	48,572.45
04/27/2021	PERS	P.E.R.S.	Employer PERS	98.85
Total	590 Personnel Bene	efits		48,940.30

Date	Name	Source Name	Memo	Paid Amount		
Total 1	.1 GENERAL FUND	PERSONNEL SVCS		232,451.90		
	NERAL FUND MATE	ERIAL & SVC				
740 t 04/08/2021	Jniforms Mad Corps LLC	Mad Corps LLC	Helmet	381.49		
04/08/2021	Scappoose Outfi		uniform items invoice 1966	426.00		
Total	740 Uniforms			807.49		
750 [	Maintenance on Equ	ii pment				
04/08/2021	maintenance	Curtis	Annual Flow Test	4,760.00		
04/08/2021	maintenance	Emmert Chevrolet	Mirror replacement	532.87		
04/08/2021	maintenance	Emmert Chevrolet	Sierra k25 - MPE	68.50		
04/08/2021	maintenance	Sunset Auto Parts	truck parts	49.59		
04/08/2021	fuel	St. Helens Marina,		83.20		
04/13/2021 04/13/2021	maintenance maintenance	Ace Hardware - S Ace Hardware - S	Fasteners - pump throtle repair 1/2 inch socket rachet	0.14 0.89		
04/13/2021	maintenance	Ace Hardware - S	PAD VNY PROT	0.69		
04/13/2021	maintenance	Ace Hardware - S	R431 Slide out tray	0.43		
	750 Maintenance or		, and the same of	5,495.76		
	Admin istration			,		
04/01/2021	US Bank	US Bank	April Service Charge	103.01		
04/06/2021	Admin Oper	U.S. Postal Service	Postage	5.00		
04/08/2021	Tenzinga	Tenzinga	HR functionality	2,000.00		
04/09/2021	Admin Oper	Scappoose Bagel	lunch - Admin tenzinga training	106.00		
04/12/2021	•		LGIP transfer fee - March	0.05		
04/14/2021	US Bank	US Bank	April Service Charge	18.95		
04/22/2021			Refudn bank fees	-3.00		
04/30/2021	audit & PR svcs	Paychex Invoice	2021 PR svcs - Apr	173.50		
Total	760 Administration			2,403.51		
765 I	nformation Tec hnole	oav				
04/01/2021	IT Service Provi	Apple Inc.	Icould storage 200 GB	2.99		
04/08/2021	IT Service Provi	CrewSense	01/01/21 - 03/31/2021 : 66 User	770.22		
04/08/2021	IT Service Provi	Centerlogic, Inc.	Managed SAAS	607.00		
04/08/2021	IT Service Provi	Centerlogic, Inc.	Network Consultant	287.50		
04/08/2021	IT Service Provi	CrewSense	04/01/21-06/30/2021 : 66 Users	770.22		
04/08/2021	IT software	First Arriving	Annual dashboard subscription	1,197.00		
04/08/2021	EMS Technolog	EMS Technology	inventory and assetmanagement	270.00		
Total	Total 765 Information Technology 3,904.93					
770 (	Operating Materi als	/Suppli				
04/04/2021	operation	Amazon	Reflective red tape	10.99		

04/07/2021 operation Amazon Dish Soap 04/07/2021 operation Amazon Paper towels - Brown	19.14 57.28 2.01
04/07/2021 operation Amazon Paper towels - Brown	
· · · · · · · · · · · · · · · · · · ·	∠.∪ ۱
04/13/2021 operation Ace Hardware - S Rescue tool blades	-0.58
04/13/2021 maintenance Ace Hardware - S Ace rewards card 04/13/2021 maintenance Ace Hardware - S Ace rewards card	-0.56 -0.14
04/13/2021 maintenance Ace Hardware - S Ace rewards card	-0.14
04/13/2021 maintenance Ace Hardware - S Ace rewards card	-0.43
04/13/2021 maintenance Ace Hardware - S Ace rewards card	-2.01
04/13/2021 maintenance Ace Hardware - S Ace rewards card	-0.89
04/13/2021 maintenance Ace Hardware - S Ace rewards card	-0.81
Total 770 Operating Materials/Suppli	84.42
780 Building & Grounds M aint.	
	50.00
04/13/2021 maintenance Ace Hardware - S Ties for Cords	0.58
04/13/2021 maintenance Ace Hardware - S RUP ext RFLL - Angled tire Ga	0.81
Total 780 Building & Grounds Maint. 1,3	51.39
790 Training	
5 , 5	09.33
04/08/2021 Tenzinga Tenzinga Leadership development 2,5	00.00
Total 790 Training 2,6	09.33
810 Utilities	
04/08/2021 electricity W.O.E.C. Chapman electricity - April 2	82.00
,	299.25
	27.45
04/19/2021 electricity P.G.E. electricity for Holbrook station	59.80
Total 810 Utilities 7	68.50
870 EMS Operations	
04/08/2021 EMS Contracts Sasek, Dean MD Physician Advisor - April 6	91.67
· · · · · · · · · · · · · · · · · · ·	96.49
3-1-1-1 July 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	70.76
04/08/2021 EMS Supplies Environmental Co 1 biohazard containers	50.00
Total 870 EMS Operations1,1	08.92
Total 1.2 GENERAL FUND MATERIAL & SVC 18,5	34.25
Total 1 250,9	86.15

Date	Name	Source Name	Memo	Paid Amount
Total 1GEN	250,986.15			
TOTAL				250,986.15

#### Scappoose R ural Fire District Itemized Account Activity April 2021

Filters applied on this Report:

Account: Expense and other expense accounts

Date: Custom

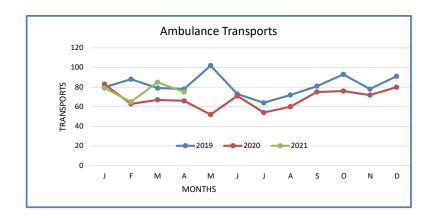
### **BUDGET VS ACTUAL**

	Jul '20 - Apr	Budg et	\$ Over Bud	% of Bud get
Income				
1. GENERAL FUND REVENUES Begin Available Cash on Hand Conflagration EMS Receipts Fire Marsh al FireMed G.E.M.T. (Medicaid) Gas Royalties Grant Awards Interest Earned on Investments Intergo vernmental Misc ell aneo us Revenue Propert y Taxes	1,950,733.78 445,605.05 515,515.11 44,513.20 27,180.75 39,333.01 19,575.86 4,264.20 12,487.30 8,974.16 16,996.40	1,876,467.00 30,000.00 640,000.00 10,000.00 42,000.00 5,000.00 1,000.00 1,000.00 0.00 20,000.00	74,266.78 415,605.05 -124,484.89 34,513.20 -14,819.25 9,333.01 14,575.86 3,264.20 11,487.30 8,974.16 -3,003.60	104.0% 1,485.4% 80.5% 445.1% 64.7% 131.1% 391.5% 426.4% 1,248.7% 100.0% 85.0%
Taxes - Current Local Option Levy Permanent Rate Levy	1,595,132.28 1,441,822.25	1,578,911.00 1,419,110.00	16,221.28 22,712.25	101.0% 101.6%
Total Taxes - Current	3,036,954.53	2,998,021.00	38,933.53	101.3%
Taxes - Prior Years	105,469.34	105,000.00	469.34	100.4%
Total Pro perty Taxes	3,142,423.87	3,103,021.00	39,402.87	101.3%
Total 1. GENERAL FUND REVENUES	6,227,602.69	5,758,488.00	469,114.69	108.1%
GRANT FUND REVENUE     Begin Available Cash on Hand     Grant Award	2,553.90 84,223.19	0.00	2,553.90 -15,776.81	100.0% 84.2%
Total 2. GRANT FUND REVENUE	86,777.09	100,000.00	-13,222.91	86.8%
<ol> <li>PROPERTY FUND REVENUES         Begin Available Cash On Hand         Interest Earned on Investments         Transfers In     </li> </ol>	298,224.82 1,401.01 0.00	298,278.00 0.00 97,122.00	-53.18 1,401.01 -97,122.00	100.0% 100.0% 0.0%
Total 3. PROPERTY FUND REVENUES	299,625.83	395,400.00	-95,774.17	75.8%
4. PERSONNEL SVCS FUND REVEN Begin A vailable Cash On Hand Interest Earned on Investments Transfers In	47,584.53 267.00 0.00	47,817.00 0.00 50,000.00	-232.47 267.00 -50,000.00	99.5% 100.0% 0.0%
Total 4. PERSONNEL SVCS FUND REVEN	47,851.53	97,817.00	-49,965.47	48.9%
Total Income	6,661,857.14	6,351,705.00	310,152.14	104.9%
Gross Profit	6,661,857.14	6,351,705.00	310,152.14	104.9%
Expense 1GENERAL FUND EXPENDITURES 1 1.1 GENERAL FUND PERSONNEL SVCS 550 Insurance 560 Personnel Salaries 570 SocSec/Medicare (FICA) 580 Volunt eer Services 590 Personnel Benefits	474,410.07 1,889,405.09 152,140.57 1,006.23 503,383.12	658,155.00 2,277,956.00 178,978.00 20,000.00 710,834.00	-183,744.93 -388,550.91 -26,837.43 -18,993.77 -207,450.88	72.1% 82.9% 85.0% 5.0% 70.8%
Total 1.1 GENERAL FUND PERSONNEL	3,020,345.08	3,845,923.00	-825,577.92	78.5%
1.2 GENERAL FUND MATERIAL & SVC				

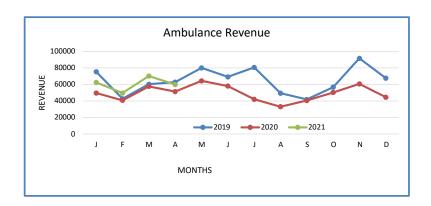
	Jul '20 - Apr	Budg et	\$ Over Bu d	% of Bud get
670 Contract Services 680 Communications Maintenance 720 Public Fire Services 730 Property & Liability Insur. 740 Uniforms 750 Maintenance on Equipment 760 Administration 765 Information Technology 770 Operating Materials/Suppli 775 Emerg. Operating Supplies 780 Building & Grounds Maint.	95,668.85 6,452.12 1,374.20 54,028.00 6,517.98 103,894.06 39,322.88 117,481.23 4,714.21 11,293.11 48,080.04	45,000.00 15,000.00 14,800.00 58,050.00 15,000.00 110,000.00 56,500.00 95,000.00 50,000.00 93,264.00	50,668.85 -8,547.88 -13,425.80 -4,022.00 -8,482.02 -6,105.94 -17,177.12 22,481.23 -285.79 -38,706.89 -45,183.96	212.6% 43.0% 9.3% 93.1% 43.5% 94.4% 69.6% 123.7% 94.3% 22.6% 51.6%
790 Trainin g 810 Utilit ies 870 EMS Operations 880 FireMed	44,223.14 21,790.50 102,189.48 65.00	55,000.00 35,570.00 155,000.00 23,000.00	-10,776.86 -13,779.50 -52,810.52 -22,935.00	80.4% 61.3% 65.9% 0.3%
Total 1.2 GENERAL FUND MATERIAL &	657,094.80	826,184.00	-169,089.20	79.5%
1.3 GENERAL FUND CAPITL OUTLAY 910 CO Equipment	0.00	25,000.00	-25,000.00	0.0%
Total 1.3 GENERAL FUND CAPITL OUT	0.00	25,000.00	-25,000.00	0.0%
1.4 GENERAL FUND DEBT 930 Debt	63,652.72	64,259.00	-606.28	99.1%
Total 1.4 GENERAL FUND DEBT	63,652.72	64,259.00	-606.28	99.1%
Total 1	3,741,092.60	4,761,366.00	-1,020,273.40	78.6%
1.5 GENERAL FUND TRANSFER OUT Transfers to Perso nnel Services Transfers to Property Fund	0.00 0.00	50,000.00 97,122.00	-50,000.00 -97,122.00	0.0% 0.0%
Total 1.5 GENERAL FUND TRANSFER OUT	0.00	147,122.00	-147,122.00	0.0%
1.6 GENERAL FUND CONTINGENCY 1.7 GENERAL RESERVED FOR FUTURE	0.00	200,000.00 650,000.00	-200,000.00 -650,000.00	0.0% 0.0%
Total 1GENERAL FUND EXPENDITURES	3,741,092.60	5,758,488.00	-2,017,395.40	65.0%
2. GRANT FUND EXPENSE 2.3 MATERIALS & SERVICES	23,004.42	100,000.00	-76,995.58	23.0%
Total 2. GRANT FUND EXPENSE	23,004.42	100,000.00	-76,995.58	23.0%
<ol> <li>PROPERTY FUND CAPITAL OUTLAY         Fire Apparat us &amp; Equipm ent         Misc ell aneo us Real Property         Reserved for Fu ture Exp enses</li> </ol>	122,080.00 0.00 0.00	389,400.00 5,000.00 1,000.00	-267,320.00 -5,000.00 -1,000.00	31.4% 0.0% 0.0%
Total 3. PROPERTY FUND CAPITAL OUTLAY	122,080.00	395,400.00	-273,320.00	30.9%
<ol> <li>PERSONNEL SVC FUND EXPENSE Lia bilit y &amp; Service Reserved for Fu ture Exp enses</li> </ol>	9,723.45	96,817.00 1,000.00	-87,093.55 -1,000.00	10.0% 0.0%
Total 4. PERSONNEL SVC FUND EXPENSE	9,723.45	97,817.00	-88,093.55	9.9%
Total Expense	3,895,900.47	6,351,705.00	-2,455,804.53	61.3%
Net Income	2,765,956.67	0.00	2,765,956.67	100.0%

# AMBULANCE BILLING & TRANSPORT REPORT

	2019	2020	2021
J	80	83	79
F	88	63	65
M	79	67	85
Α	78	66	75
M	102	52	
J	73	71	
J	64	54	
Α	72	60	
S	81	75	
0	93	76	
N	78	72	
D	91	80	

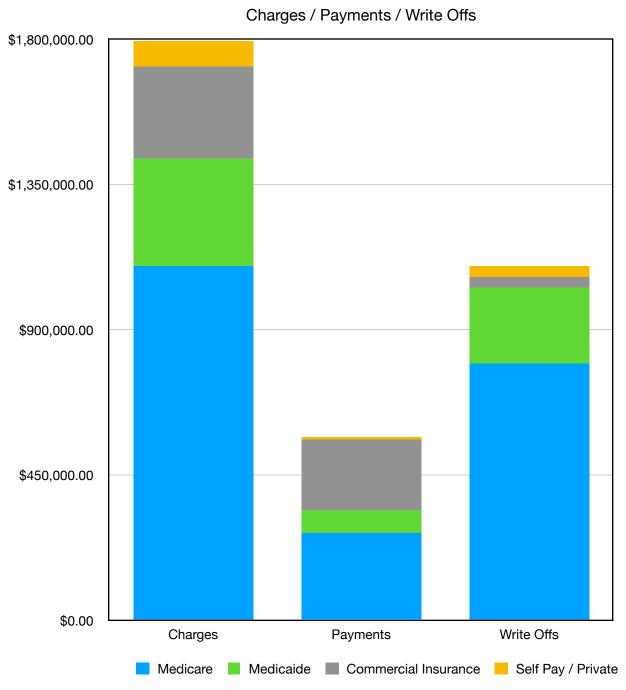


	2019	2020	2021
J	75406	49,639	62,433
F	42641	40,764	49,564
M	60274	57,548	70,213
Α	62786	51,391	59,929
M	80009	64,340	
J	69047	58,014	
J	80583	42,023	
Α	49376	33,007	
S	41784	40,574	
0	56713	50,250	
N	91565	60,727	
D	67635	44,503	



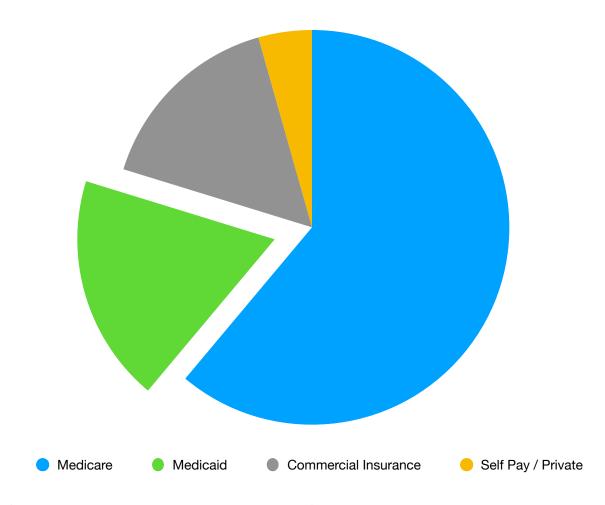
515,515.00

#### **FY 2020 Ambulance Revenue and Transports**



CLIENT FUNDING	Charges		Payments		Write Offs	
Medicare	\$	1,094,958.00	\$	271,331.20	\$	794,891.38
Medicaide	\$	337,152.60	\$	70,826.59	\$	236,253.21
Commercial Insurance	\$	284,527.80	\$	218,851.76	\$	31,445.53
Self Pay / Private	\$	79,815.80	\$	6,097.31	\$	32,572.49

#### Insurance Categories and Number of Trnsports

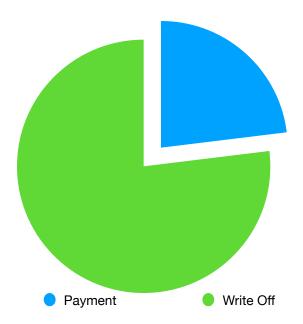


CLIENT FUNDING SUPPORT	NUMBER OF TRANSPORTS
Medicare	501
Medicaid	153
Commercial Insurance	130
Self Pay / Private	36

Medicare Pay Percentage



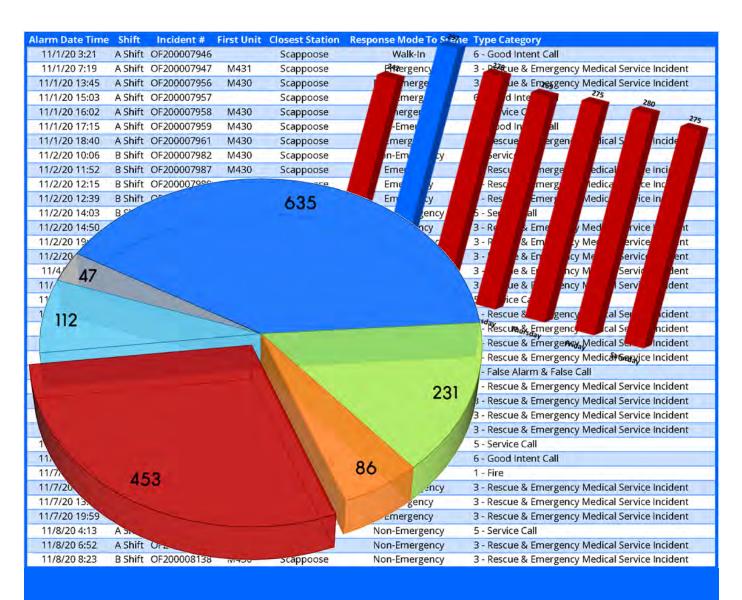
Medicaid Pay Percentage



# MONTHLY RESPONSE & ACTIVITY PREPORTS



## SCAPPOOSE RURAL FIRE PROTECTION DISTRICT



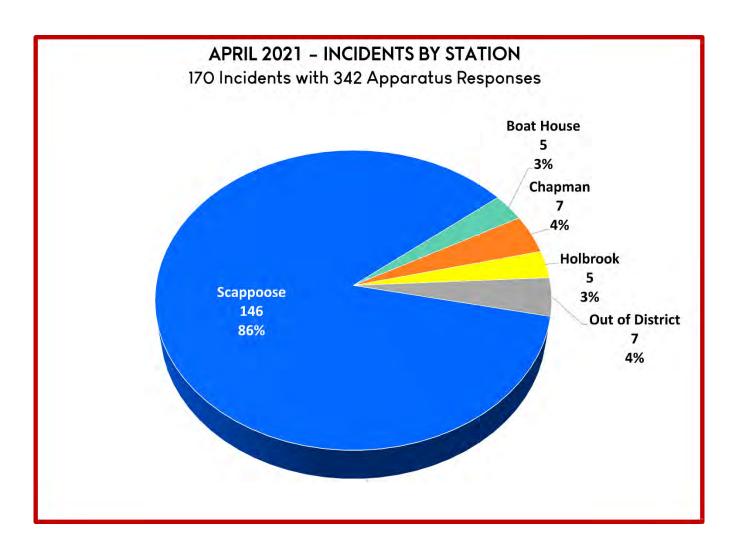
**APRIL 2021** 

For the month of April, the ratio of EMS incidents to Fire incidents was 72% to 28% respectively. There were 122 EMS related calls for the month, where 136 patients were treated. COVID-19 was suspected or confirmed in 0 patients.

Approximately 44% of the total call volume (75 incidents) represents overlapping calls (at least one other call in progress). This could require units to respond to areas outside their base districts, which would result in increased response times as well as depleted available resources to respond to emergencies.

Total Fire & EMS calls for service during the month was 170, with a total of 342 apparatus responses spending 220 hours and 23 minutes of time.

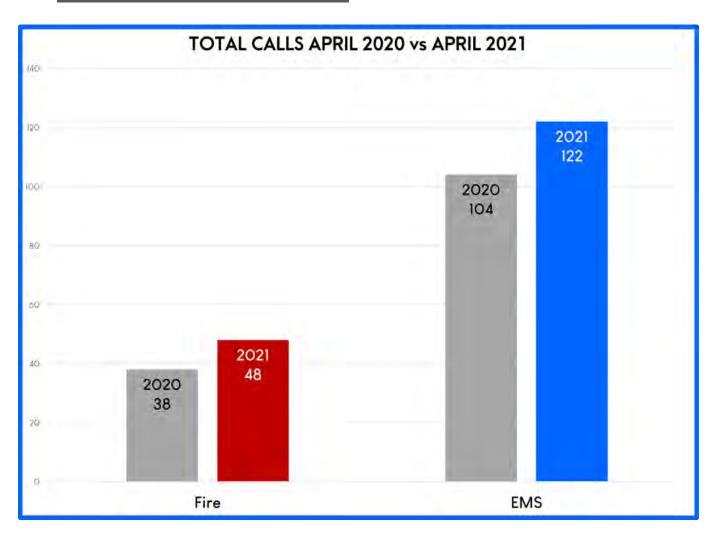
For the month of April, SRFD averaged 1.60 fire calls per day and 4.07 EMS calls per day for an overall daily average of 5.67 calls per day.

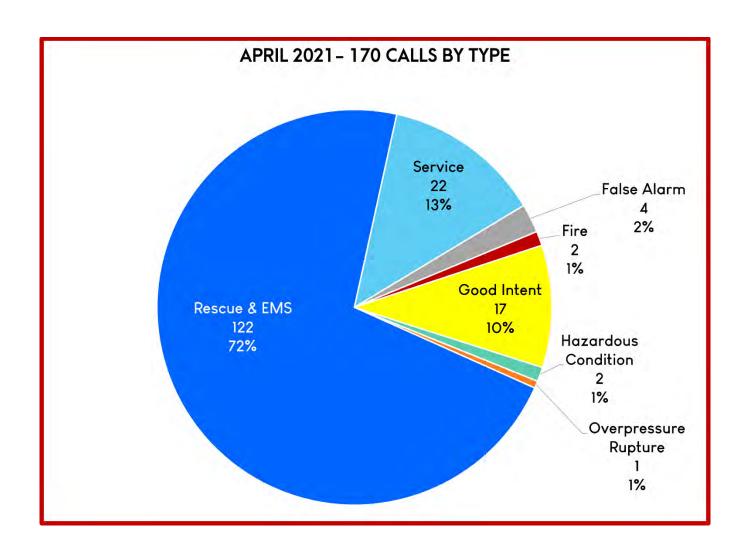


#### FIRE AND EMS CALL BREAKDOWN FOR APRIL 2020

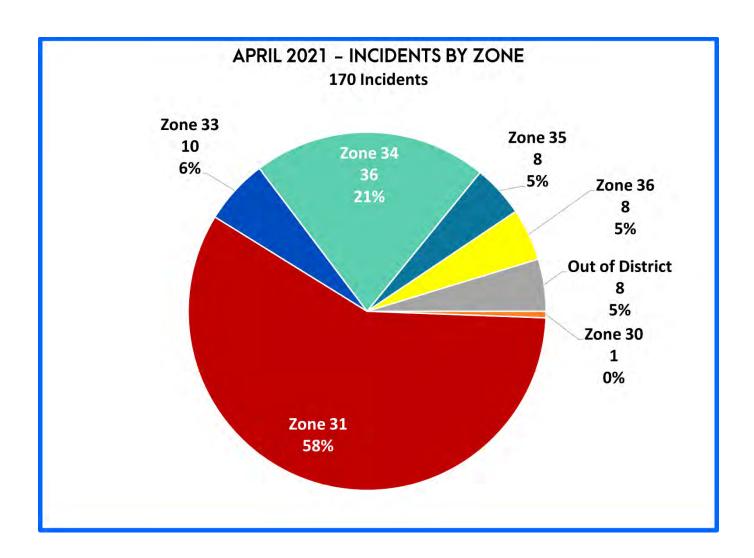
Fires	2
Hazardous Condition	2
Service Call	22
Good Intent	17
Other Assistance	1
False Alarm	4
FIRE CALLS TOTAL	48

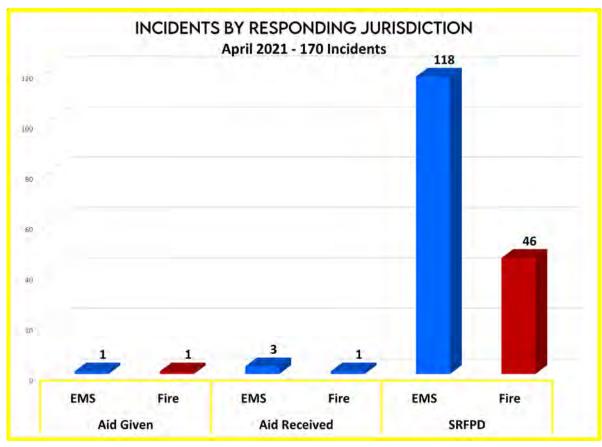
ALS Provided	82
BLS Provided	39
Standby	1
Other Assistance	0
EMS CALLS TOTAL	122

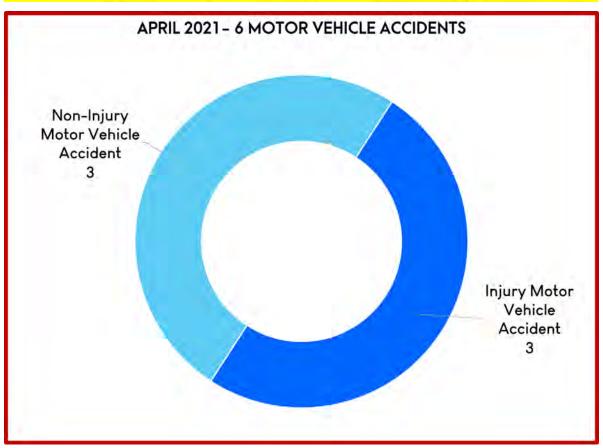


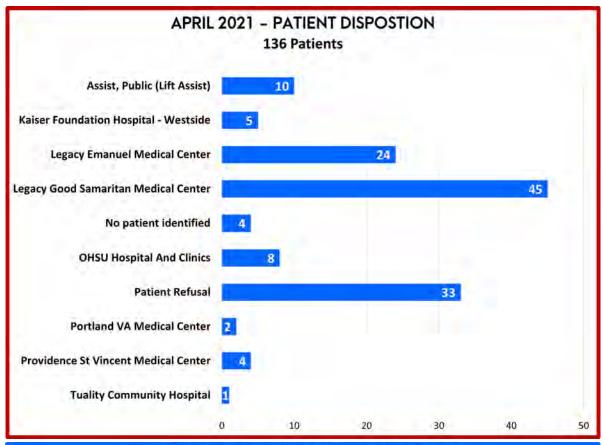


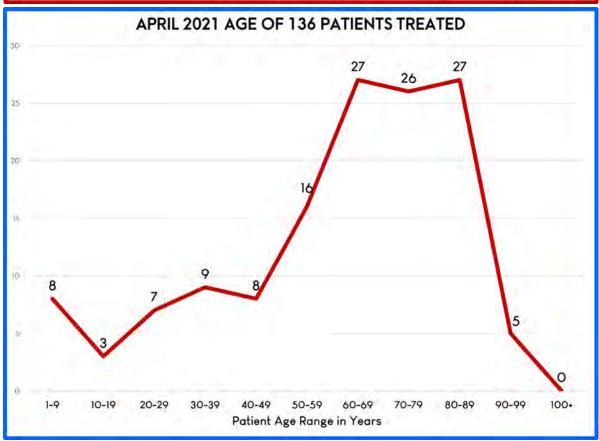
	Average Calls Per Day	Total Number of Calls	Percentage
Fire	1.60	48	28%
EMS	4.07	122	72%
TOTAL	5.67	170	100%

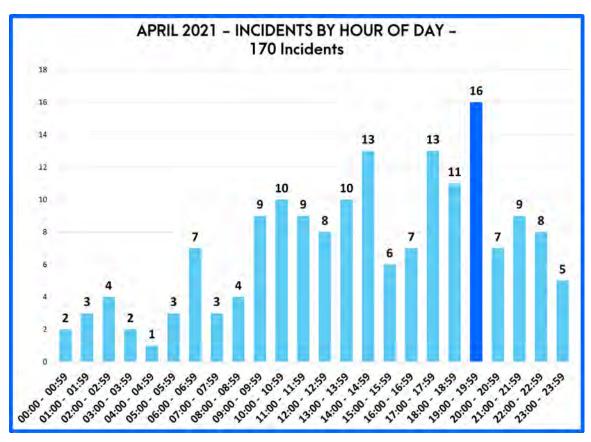


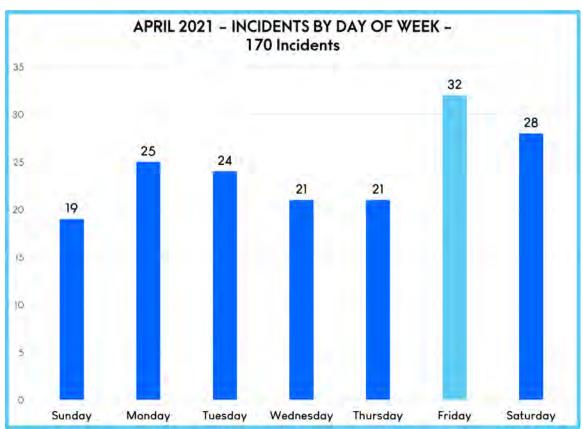


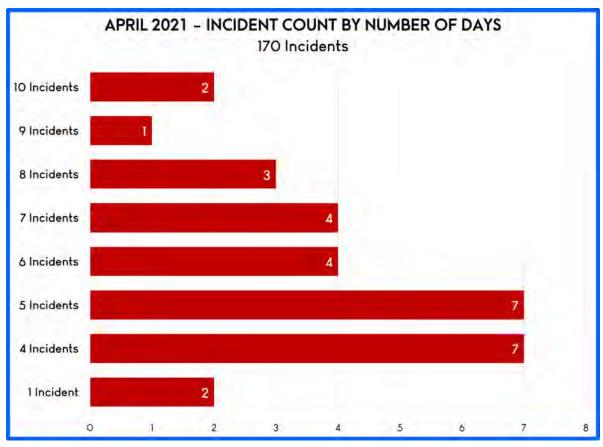


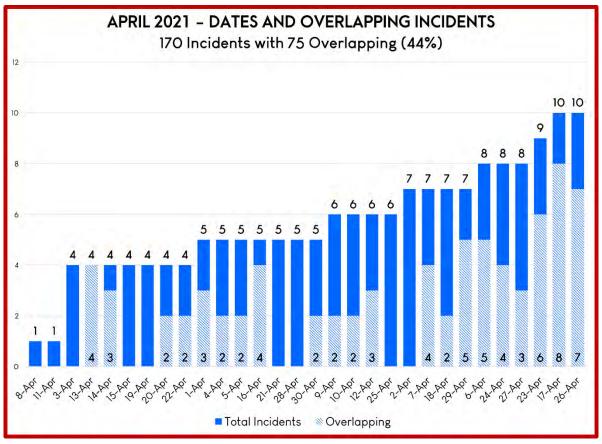


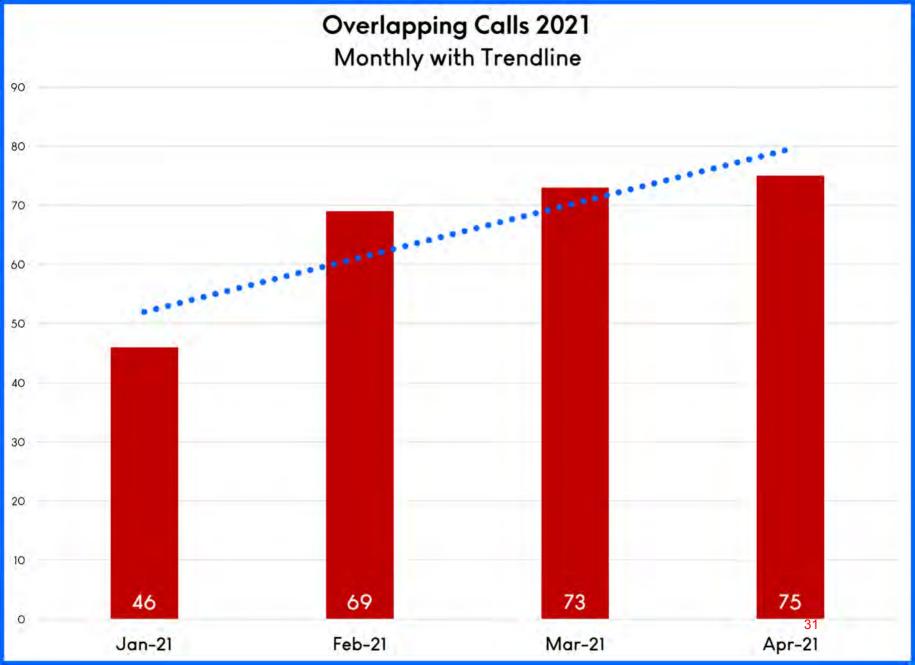


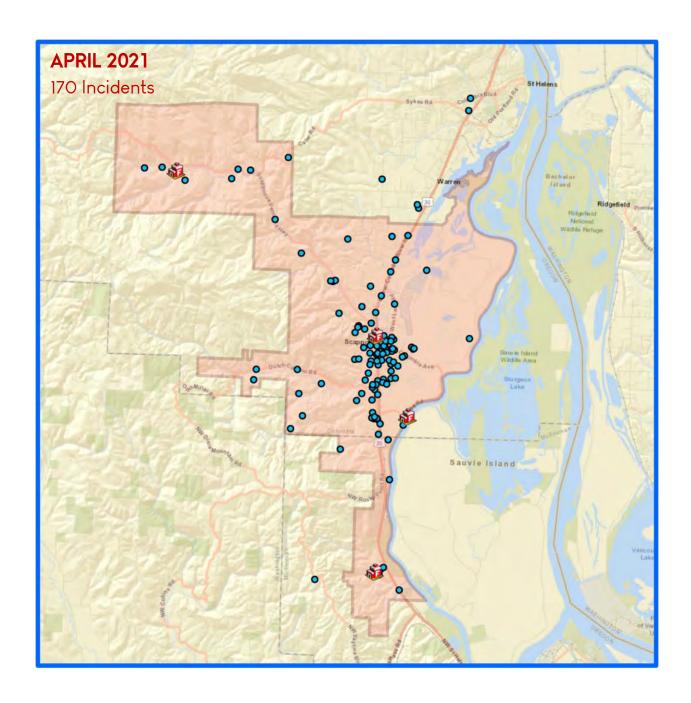












### **STAFF REPORTS**

#### Fire Chief Report May 2021

**Meetings Attended** 

Date	Topic	Date	Topic
4/5/21	Meeting with C-47	4/15/21	IAAI PDX Chapter Mtg
4/5/21	Area Trauma Advisory Board Mtg	4/15/21	Col. County Radio Workshop Mtg
4/6/21	R6 Saw Program Update Mtg	4/19/21	Regional IMT Meeting
4/6/21	FPAAC Annual Meeting	4/19/21	Presented to Scappoose City Council
4/6/21	American Rescue Plan Funding Mtg	4/20/21	Regional IMT Meeting
4/6/21	Traffic Safety Meeting	4/20/21	Petzl Rescue Solutions update
4/6/21	Juvenile Intervention Mtg	4/21/21	Regional IMT Meeting
4/7/21	My Sidewalk Proposal Mtg	4/21/21	Helicopter Bucket Training
4/7/21	Presentation to the Scappoose CDC	4/21/21	Public Safety Radio Mtg with CCOM
4/7/21	Tenzinga Task/Standards Mtg	4/21/21	Volunteer Appreciation Evening
4/8/21	Tenzinga Leadership Training	4/22/21	Regional IMT Meeting
4/8/21	Presented at AUVSI with NSC	4/23/21	Officers Mtg
4/8/21	Interagency Fire UAS Mtg	4/25/21	Mtg with Fire Dist. Attorney
4/8/21	Pre-App City of Scappoose	4/25/21	Mtg with B-Shift
4/8/21	Board Meeting	4/27/21	Operations Committee Meeting
4/9/21	Mult. Co. CWPP Check in Mtg	4/29/21	Wildfire prep mtg at CRPUD
4/12/21	Hazard Mitigation Mtg	4/29/21	Mult. Co CWPP meeting
4/13/21	FIT Meeting	4/30/21	KOHI Radio Interview
4/13/21	REGIS Steering Committee Mtg		
4/14/21	WUI Assessment on Logie Trail Rd		All Hands Meeting (Volunteer)pm

**Hours Worked January:** 232 Hours (58 hrs/wk)

On Call in March: 225 Hours (9 Days)

**TOTAL HOURS: 533** 

#### Training

Helicopter Bucket / Communication Training UAS recertification Fire Code Training Regional IMT Training R6 Saw Training update

#### **Projects**

SHSG – Aircraft (\$86,000) Submitted with letter of support from Sen. Johnson AFG Grant – Radios (\$248,000 project) Submitted AFG Grant – SAFER (\$1,282,804.02) Submitted RDPO UAS Grant 65% complete RFA / VFA Grant – In progress

Fire Code Guide Update - Tabled Special Operations - Tabled Image Trend (Analytics) - In progress Tenzinga - Completed Jamf - Managing over 40 devices

The month of April was full of meetings and small projects. Thankfully we have been able to complete several of them and move on to others. As we indicated last month, we were starting our Performance Evaluation platform. We completed training on this in April and have begun to use this. Over the next week, the board members will have access to this as well to evaluate the Fire Chief. I will be providing a 1 on 1 training for each of you to walk you through the platform.

Other prjects include reaching out to the City and the County to complete education on our Annual report and how the Fire District and these other government entities need to start communicating better as we both strive to work best for our community.

Staff spent several hours going back and forth with the Secretary of State office to put together a document that has Safe Harbor status. This is needed to be able to talk to the public about what is on the ballot and what the ballot measure is for.

Spent additional time with the Near Space Corporation in another component of our project and I hope to be able to show this off in one of the upcoming meetings. Attached to this report is a couple of examples of things we have doing with our UAS program in terms of tangible product. At the end of this report you will see a Digital terrain Map and an Ortho mosaic of a property the Clatskanie Fire bought to site a new station on.

A lot of April was spent working with other agencies and furthering partnerships and relationships.

We have moved forward with advertising the vacant division chief position. While we cannot fill this till July (due to budget constraints) we are leaving it open till the 28<sup>th</sup> of May to hopefully allow us to attract strong candidates. In addition, we lowered the EMS certification level to try and attract more candidates.

We are still working towards a solution to fill the vacant fire inspector position. This position will experience a retirement at the end of July. We are working to try and see if we can fill this position in house and not have to hire outside the organization.

With the suggestion of a couple of staff members, I have started to spend more Time With the Teat (TWT). I will be trying to meet with each shift once a month to receive feedback, share current events and just catch up on a personal level. With the added responsibilities and workload, making that time was challenging. After talking to staff, this is being made more of a priority. Same thing can be said with respect to meeting with our Local. Monthly meetings now include Administration, Officers, Team, Local 1660 and will be starting the same thing with the Volunteers.

Lastly, of significant concern are several aging infrastructures and rolling stock hotspots. This item will probably stay on my monthly report until we can schedule a planning meeting. We will need to budget and or plan for replacement of the following in the immediate future:

- STATION: Replacement of a few or all 1987 AC units on the roof (Cost unknow at this time), work station computers (Various ages and processor speeds, \$10-16,000-high estimate), Tap out system for the station (\$15-30,000), front lobby remodel (security and COVID preparedness (\$20-30,000), remodel and expansion of kitchen and sleeping quarters in the main station (Unknown cost at this time), Vehicle exhaust system for the main station (Unknown cost at this time) and finishing the boat house (Tape, mud and paint unknown cost at this time). There are other items, but these are the most critical.
- ROLLING STOCK: Rescue (\$250,000), Type 1 Ambulance (\$200,000), Type 1 fire engine (\$550,000), Squads / Suburban's (\$60,000ea.)

#### FIRE MARSHAL REPORT

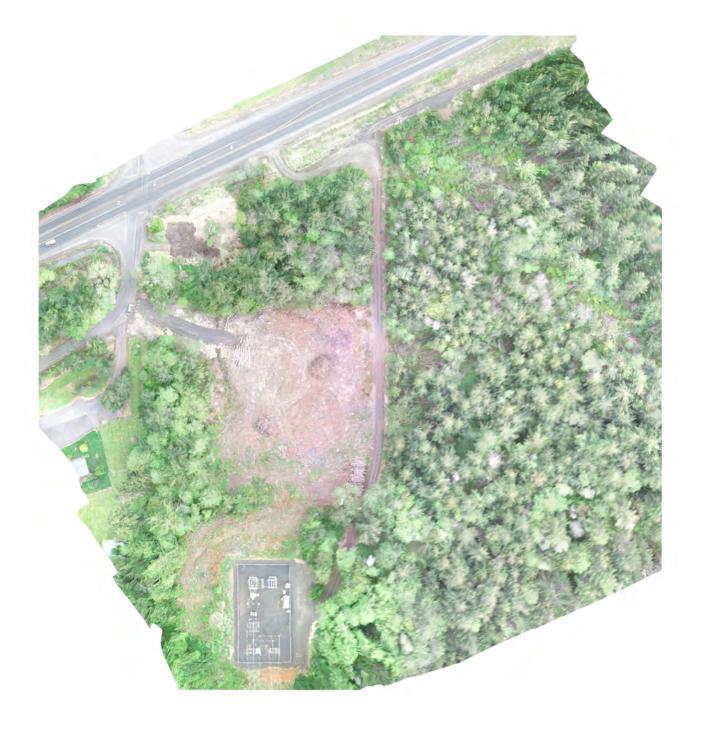
The fire marshal's office spent several days completing plan reviews for the City of St. Helens, The County and Scappoose.

Still working out some of the kinks with our new reporting system and integrating the permit module to better track operation permits and plan reviews. This will be necessary as we work towards full implementation of the Fire and Life Safety ordinance and fees that was established in the last year and a half.

Worked with several developers on various building projects and provided input on proposed subdivisions and fire and life safety upgrades at a local target hazard commercial facility.

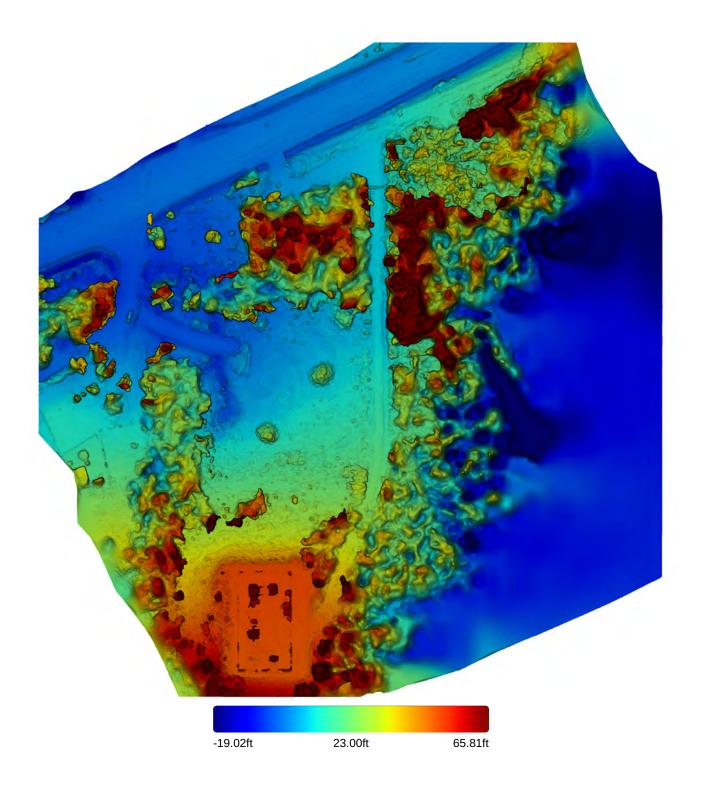
Continuing to work with the Near Space Corporation to finish the UAS project and grant. We have made significant headway with the training platform, have uploaded a good chunk onto a remote server to be able to host training virtually. In addition to all of this, we have been furthering our partnerships with the Office of Aviation Services and the USFS as partners in the development of the training requirements. I will be presenting o the Regional Disaster Preparedness Organization (RDPO) on the 17<sup>th</sup> with an update on this project.

```
Plan Reviews
4
Driveway Inspections
2
System Tests
2
General Inspections
1
Fire Investigations
1
UAS (Drone) Missions
```



Powered by Trone Deploy

20m |40m | 75ft |150ft



Powered by TroneDeploy

20m |40m | 75ft | 150ft

#### **OPERATIONS REPORT**

Received word from Rosenbauer that the Engine has been completed and is ready for delivery after the 12<sup>th</sup> of May. We will be working to implement the training required to get this vehicle in-service and kitted out with the necessary equipment.

Holbrook station: We are working our way through a bid process. The bid process is to re-roof the Holbrook station. Our goal is to have this completed before the end of the fiscal year.

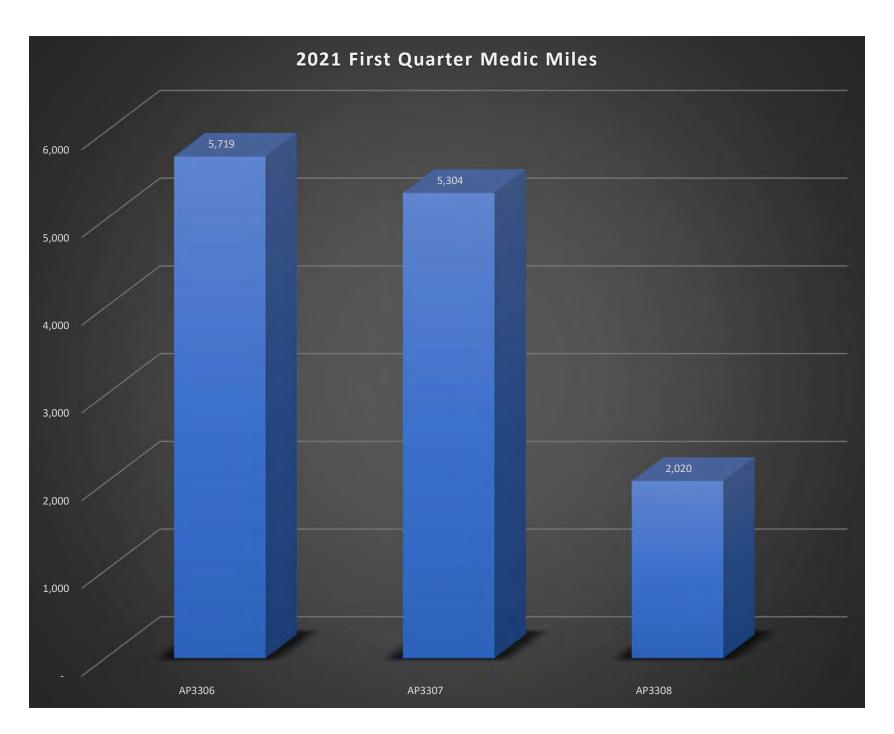
Chapman station has no outstanding deficiencies and is operating within limits.

The boat House station is in working order and there is nothing to report at this time.

Scappoose station is holding steady, with the exception of high wear and tear areas. We are still obtaining quotes for HVAC replacement as a couple of contractors have been no shows. Another challenge that has been observed recently is vehicle exhaust keeps getting into the admin areas of the station. At some point in the future, we need to look at an exhaust system.

Was able to work with Hillsboro Aviation to set up some much-needed helicopter training. This covered both air to ground communications as well as aircraft familiarization.

Participated in a couple of discussions with Columbia County 911 on their project and hired vendor as they look to finalize a solution and plan for a complete radio system overhaul. More on this in the future.



# Training Report Chief Marks May 2021

#### **April Projects:**

**Duty Shifts** 

Probationary Academy
2021 annual training calendar
Ambulance and Ambulance Service applications
Drills / Activities / Meetings in April included
Board Meeting
LCRTOA
Admin and Officers Meetings
EMS Recert

Training hours reports for EMT's Tenzinga Training
Co-Teach S-131

The first two weeks of April was taken up with facilitating and working with crews on a probationary academy. This training was mostly completed by crews on duty with little overtime dollars spent for the training. Our probationary fire fighter completed this training and was released to work on shift. B Shift has been working well with this member and training has continued daily.

Members are working diligently on completing EMS recertification CEU's. These hours need to be completed prior to EMS licensed members applying for recertification with the state. These hours and applications are due prior to June 30 of every odd year. A vast majority of our licensed members have completed the EMS Skills verification. Those left will schedule time to complete this task. I continue to run reports for those who request them to assist them with ensuring their hours are met.

Along with member recertification, I was tasked with applying for our Ambulance Service and Ambulance (physical ambulances) Renewals. This was a first for me and this project was completed more rapidly than anticipated.

My Time Worked in April 2021 Call Time in April 2021 188.5 hours

278 Hours (15 call shifts minus 90

hours office time)

466.5 Hours

440.75 Hours

376.81 between 16 individuals

### Total Hours

Total April Training Hours
Total Volunteer Hours in April 2021



Wednesday Night Training



F/F Quinn's First Fire

#### A. Tardif Finance Director May 2021 Meeting

At April 30, the District completed 83% of the fiscal year. April was a busy month for Finance as we completed the budget document and started open enrollment. A balanced budget has been created and will be presented for adoption on May 13<sup>th</sup>.

Current budget trends are looking good. Personnel salaries and payroll taxes are on track and currently under budget coming in at 78.5% of budgeted expenses.

Materials & Services overall came in at 79.5%, also slightly under budget. Materials and Services are under budget, however Contract Services is at 213%, or roughly \$51,000 over what was budgeted. This is due to the heavy wildfire season in 2020. Equipment Maintenance is at 93.1%. The District has been prioritizing maintenance on the aging fleet. This account is expected to exceed the budgeted amount by 5-10 thousand by year end. Due to this overage the line item for Equipment Maintenance was increased to \$130,000 for the 2021-2022 budget (next FY). The Information Technology account is at 124% of what was budgeted. This is due to Covid and The Districts need to connect and keep continuity during a pandemic.

The Real & Personal Property Fund paid \$122,080 for the Rosenbauer engine chassis. The balance owed upon completion is about \$339,000. The loan funds in escrow are \$225,000, so the remaining cash owed by the District is about \$114,000. We expect to pay these funds after taking delivery in the late spring of 2021. We made our first payment of four in the amount of 61,578 on our debt.

EMS receipts to date total \$515,515, which is 80% of budget. The monthly average for the last 3 months is \$59,902. Current yearly average is \$51,552 (515,515/10). EMS revenue must average \$53,333 per month to reach this year's conservative budget of \$640.000. We had 75 transports for April.

Of note, we have received 101% of budgeted taxes or \$1,595,132 for local option and \$1,441,822 for permanent rate. We received \$105,469 in prior year taxes or 100% of budgeted revenue. General fund revenues are at 108% of budget. The revenue increase is due to Conflagration, The District budgeted \$30,000 and due to the extreme fire season in 2020 received roughly \$446,000 for support.

# **OLD BUSINESS**

# Policy **550**

### Scappoose Fire District

Policy Manual

## **Unmanned Aircraft Systems (UAS)**

#### 550.1 PURPOSE AND SCOPE

The purpose of this policy is to govern the use of Unmanned Aircraft Systems (UAS) during emergency and non-emergency use. This policy was based upon 14CFR, Part 107 (Federal Aviation Administration (FAA) Small UAS Rule), the National Fire Protection Association (NFPA) 2400, 2019 edition: Standard for Small Unmanned Aircraft Systems (sUAS) Used for Public Safety Operations, Oregon Administrative Rules (OAR) 738-080-0050(2), Oregon Revised Statutes (ORS) 837, National Wildfire Coordination Group (NWCG) PMS-515, National Institute of Standards and Technology (NIST) and the UAS Operations Guide that has been adopted.

The Scappoose Fire District intends to use UAS to enhance the situational awareness on emergency scenes, damage assessment, investigations, making maps as part of planning activities or other lawful request from a partner agency. This policy requires that all UAS operations account for preservation of privacy, civil rights and civil liberties, accountability for the Pilot In Command (PIC) and data collected, but accomplished in a manner that allows for transparency to the public, the board of directors and other government agencies.

#### 502.1.1 DEFINITIONS

Definitions related to this policy include:

**Personnel Accountability Report (PAR)** -- A roll call of all operations members assigned to an incident at specified times; a PAR is designed to account for each member's location and activity and to verify his/her safety.

**Autonomous Flight** — Set of equipment/computers, and internal navigation systems (INS) GPS navigation units which allow a UAS to navigate and fly autonomously. Autonomous flight generally means the vehicle is capable of reasoning and decision making without oversight or intervention from human controllers, a level of autonomy that is not presently contained in most UAS.

**C-Band** — Frequency band selected and used by a UAS system to operate an aircraft from its control station when in line-of-sight. C-Band is from 4GHz to 8GHz and is one of several bands used to control UAS.

**Civil Aircraft** — Aircraft other than public aircraft (public aircraft include military and other government-use aircraft). Civil aircraft include those which are privately owned such as general aviation (GA) aircraft governed by 14 CFR Part 91, and those operated for commercial purposes such as those which fall under 14 CFR Part 121 and 14 CFR Part 135 operations.

Class A Airspace — Generally, airspace from 18,000 feet Mean Sea Level (MSL) up to and including FL 600, including the airspace overlying the waters within 12 nautical miles of the coast of the 48 contiguous states of the United States and Alaska. Unless otherwise authorized, all persons must operate their aircraft under Instrument Flight Rules (IFR) in Class A airspace.

Class B Airspace — Generally, airspace from the surface to 10,000 feet MSL surrounding the nation's busiest airports having very high numbers of airport operations or passenger

enplanements. The configuration of each Class B airspace area is individually tailored and consists of a surface area and two or more layers (some Class B airspace areas resemble upside-down wedding cakes) and is designed to contain all published instrument procedures once an aircraft enters the airspace. An Air traffic Control (ATC) clearance and two-way communication is required for all aircraft to operate in the area, and all aircraft that are so cleared receive separation instructions within the airspace.

Class C Airspace — Generally, that airspace from the surface to 4,000 feet above the airport elevation surrounding those airports that have an operational control tower, are serviced by a radar approach control, and have a certain number of IFR operations or passenger enplanements. Although the configuration of each Class C area is individually tailored, the airspace usually consists of a surface area with a five nautical mile (NM) radius, a circle with a 10 NM radius that extends no lower than 1,200 feet up to 4,000 feet above the airport elevation, and an outer area that is not charted. Each person must establish two-way radio communications with the ATC facility providing air traffic services prior to entering the airspace, and thereafter maintain those communications while within the airspace.

**Class D Airspace** — Generally, airspace from the surface to 2,500 feet above the airport elevation surrounding those airports that have an operational control tower. The configuration of each

Class D airspace area is individually tailored and when instrument procedures are published, and the airspace will normally be designed to contain the procedures. Arrival extensions for instrument approach procedures may be within Class D or Class E airspace. Unless otherwise authorized, each person must establish two-way radio communications with the ATC facility providing air traffic services prior to entering the airspace and thereafter maintain those communications while in the airspace.

Class E Airspace — Generally, if the airspace is not Class A, Class B, Class C, or Class D, and it is controlled airspace, it is Class E airspace. Class E airspace extends upward from either the surface or a designated altitude to the overlying or adjacent controlled airspace. When designated as a surface area, the airspace will be configured to contain all instrument procedures. Also, in this class are federal airways, airspace beginning at either 700 or 1,200 feet AGL used to transition to/from the terminal or en route environment, en route domestic, and offshore airspace areas designated below 18,000 feet MSL. Unless designated at a lower altitude, Class E airspace begins at 14,500 MSL over the United States, including that airspace overlying the waters within 12 NMs of the coast of the 48 contiguous states and Alaska, up to, but not including 18,000 feet MSL, and the airspace above FL 600.

**Class G Airspace** — Airspace not designated as Class A, B, C, D or E.

Note for Airspace definitions: There are also minimum equipment requirements for aircraft to operate in each class of airspace. This in many ways can be a limiting factor to UAS operators. (FAA 2014d)

**Collision Avoidance** — The sense and avoid (detect-and-avoid) system function where the UAS takes appropriate action to prevent an intruder from penetrating the collision volume. Action is expected to be initiated within a relatively short time horizon before the closest point of approach. The collision avoidance function engages when all other modes of separation fail. (See SAA; see DAA)

**Communication Link** — The voice or data relay of instructions or information between the UAS pilot and the ATC and other National Air Space (NAS) users. It is generally understood that there are two possible communication links: one from the UAS operator to/from the vehicle and the other from the payload operator to/from the vehicle.

**Control Station** — The equipment used to maintain control, communicate with, guide, or otherwise pilot an unmanned aircraft. The control station includes the communications equipment, computers, control inceptors, and displays used to control the vehicle as well as the physical enclosure, support systems, and power sources.

Crewmember [UAS] — In addition to the crewmembers identified in 14 CFR Part 1, a UAS flight crewmember includes pilots, sensor/payload operators, and visual observers, but may include other persons as appropriate or required to ensure safe operation of the aircraft.

**Data-link** — Typically, a ground-to-air communications system that transmits information via digital coded pulses. However, data-link can also be air-to-air, ground-to-ground, and groundto-space.

Fire Traffic Area Protocol (FTA) — Firefighting aircraft follow a communications protocol known as the FTA, which is a 12-mile radius from the center point of an incident. UAS are typically launched and recovered from inside the FTA. Unmanned Aircraft Systems Pilots (UASP) must follow this protocol before the aircraft is launched.

**Lost Link** — Describes the state of the aircraft when it has no communication with ground control. Once the link is lost, the operator is no longer in control of the airplane until link is regained. In the event of lost link, the UAS executes preprogrammed lost link procedures. which can be loaded prior to takeoff or during flight depending on the type of UAS. The aircraft will strictly follow the procedures preprogrammed by the operator. A few examples of lost link procedures are listed below:

- · Fly to the recovery field
- Fly to a specific set of coordinates using GPS
- Take any action it was preprogrammed to take (such as flight termination).

**Model Aircraft** — An unmanned aircraft that is capable of sustained flight in the atmosphere; flown within visual line-of-sight of the person operating the aircraft and flown for hobby or recreational purposes.

Narrow Beam Antenna — High gain antenna with a focused narrow sector for a long distance.

**Notice To Airmen (NOTAM)** — A **NOTAM** is a notice containing information essential to personnel concerned with flight operations but not known far enough in advance to be publicized by other means. It states the abnormal status of a component of the National Airspace System (NAS) – not the normal status.

**OMNI Antenna** — Omnidirectional antenna that sends and receives signals equally in all directions.

Operator — Under the proposed FAA rule for small UAS, pilots of a small UAS will be considered operators.

**Payload** — Set of sensors and cameras carried on board a UAS.

**Public Aircraft** — An aircraft operated by a governmental entity (including federal, state, or local governments, and the U.S. DOD and its military branches) for certain purposes as described in 49 U.S.C. §§ 40102(a)(41) and 40125. Public aircraft status is determined on an operation-by-operation basis. See 14 CFR Part 1, § 1.1 for a complete definition of a public aircraft.

**Public Aviation** — Public Aircraft Operation (PAO) is limited by statute to certain government operations within U.S. airspace. Although these operations must comply with certain general operating rules (including those applicable to all aircraft in the NAS), other civil certification and safety oversight regulations do not apply. Whether or not an operation may be considered public is determined on a flight-by-flight basis, under the terms of the statute (49 U.S.C. 40102 and 49 U.S.C. 40125) and depends on factors such as aircraft ownership, operator, the purpose of the flight, and the persons on board the aircraft.

**SATCOM** — Satellite communications: Term used to describe controlling the aircraft in BLOS using a satellite system and equipment.

**Section 333 Exemption** — By law, any aircraft operation in the national airspace requires a certificated and registered aircraft, a licensed pilot, and operational approval. Section 333 of the FAA Modernization and Reform Act of 2012 grants the Secretary of Transportation the authority to determine whether an airworthiness certificate is required for a UAS to operate safely in the NAS. This authority is being leveraged to grant case-by-case authorization for certain unmanned aircraft to perform commercial operations prior to the finalization of the Small UAS Rule, which will be the primary method for authorizing small UAS operations once it is complete. The Section 333 Exemption process provides operators who wish to pursue safe and legal entry into the NAS a competitive advantage in the UAS marketplace, thus discouraging illegal operations and improving safety.

**Self-Separation** — Sense and avoid system function where the UAS maneuvers within a sufficient timeframe to remain clear of other airborne traffic.

**Sensor** — set of equipment that can be installed on board the UAS for the purpose of information gathering.

Special Airworthiness Certificate — Experimental Category (UAS) — Airworthiness certification for a civil experimental UAS. The FAA defines the Experimental Category as follows: A special airworthiness certificate in the experimental category is issued to operate an aircraft that does not have a type certificate or does not conform to its type certificate and is in a condition for safe operation. Additionally, this certificate is issued to operate a primary category kit-built aircraft that was assembled without the supervision and quality control of the production certificate holder.

**Special Government Interest (SGI)** — First responders and others organizations responding to natural disasters or other emergency situations may be eligible for expedited approval through our SGI process. Operations that may be considered include: Firefighting. Search and Rescue. Law Enforcement.

**Temporary Flight Restriction (TFR)** — TFRs are tools used by the FAA to restrict aircraft operations within designated areas.

**Test Range** — A defined geographic area where research and development are conducted. Test ranges are also known as test sites in related documents, such as the FAA's Screening Information Request.

**Unmanned Air Systems Pilot (UASP)** — The UASP provides data to tactical and strategic decision makers and is responsible for flying, managing, and coordinating UAS missions on emergency and non-emergency incidents.

Unmanned Air Systems Manager (UASM) — The UASM is the conduit between an UASP and an Incident Management Team (IMT) or other governing body. The UASM coordinates the missions with operations, air operations, and planning personnel and is the designated representative for the operation.

Visual Line-of-Sight — Unaided (corrective lenses and/or sunglasses exempted) visual contact between a PIC or a visual observer and a UAS sufficient to maintain safe operational control of the aircraft, know its location, and be able to scan the airspace in which it is operating to see and avoid other air traffic or objects aloft or on the ground.

Wide Antenna — Directional antenna, perhaps on a UAS ground data terminal, which sends and receives signals equally distributed in a wide sector of interest with a variety of ranges that are specific to the operation.

#### 550.2 POLICY

It is the policy of this district that any district pilots or pilots contracted by the district adhere to this policy. All pilots shall follow all FAA rules and regulations, ensure proper exemptions have been secured when needed and all reports are compiled for public transparency. This policy will be reviewed every two years. Any mission conducted under Section 333 or under SGI rules, must be in accordance for the section 333 flight or SGI flight. This includes flights in Temporary Flight Restriction (TFR) areas.

#### 550.3 RESPONSIBILITIES

It is the responsibility of the PIC, to follow all FAA regulations, circulars, district policy, district operations guide, and all applicable guidelines when flying on federal and state lands. The PIC is responsible for all pre and post flight checks, accident reporting, Loss Of Signal (LOS) reporting, or any other mishap. The PIC is responsible to check for local TFR's or other requirements of a flight that may be out of the local district. Furthermore, all data collected must be in accordance with the operations guide, ORS and agency retention policies. If a mission request comes from a Law Enforcement Agency, a Probable Cause Affidavit must be filed with the court having jurisdiction in accordance with ORS.

#### 550.4 REPORTING

Every flight shall be recorded with a flight log. Specific areas of information to be collected include:

- o Date
- o Time
- Location
- Incident Number or Agency authorizing flight
- Permission of the property owner of where the flight is to occur (Unless this in not possible)
- Aircraft Number
- PIC and Certification Number
- Airspace (What Type)
- Weather (Visibility, Ceiling, Wind and KP Index) and weather source
- Pre and Post Flight Checks (Including Battery used)
- o Go / No-Go Checklist
- Flight Type (Software Controlled, Free Flight, Combined)
- Software (Programs used for the flight operations)

 Flight Data (What type of data was collected, was it logged, if evidence, was the evidence logged appropriately?)

#### 550.5 USE OF INFORMATION COLLECTED

Data shall only be collected, used and stored under the following conditions:

Criminal Cases Fire Investigations Active Fire responses Crash Reconstruction **Authorized Mapping Missions** Training

Information must be checked for any violations of civil liberties, civil rights and or First Amendment violations. Additionally, any information collected as part of a criminal investigation must be in accordance with OAR and ORS. Consultation with the local District Attorney is advised when in doubt of collected information. Personally Identifiable Information (PII) shall only be stored or kept in circumstance involving a legally authorized investigation. All applicable laws governing investigations shall be followed, including PII.

All data captured shall be stored on a department owned RAID hard drive that is partitioned to provide a redundant backup. All data shall be recorded by date, incident number in a folder for the specific year that the data was captured.

Any information that is captured in an investigation shall be kept on the recording device and logged into evidence (Micro SD Card).

#### 550.6 DISSEMINITING INFORMATION COLLECTED

To promote transparency and foster confidence with the public about UAS operations, all flight logs shall be available to the public for review. This policy shall be posted on the district website.

All requests for data sharing must be made in writing and have the approval of the chief. In certain circumstance, the Fire District's attorney may be consulted to ensure accordance with this policy and all applicable laws.

#### 550.7 ACCOUNTABILITY OF UAS OPERATIONS

UAS operations shall be conducted in accordance with this policy and all applicable rules governing a specific mission or location of a mission. The PIC is accountable for all actions that occur during the flight, up to including the logging and storing of any data collected.

This policy also allows for accountability to the general public in the safe, lawful use of UAS during the course of district operations or requests for flights that are legally authorized.

#### 550.8 COMPLAINTS

All complaints regarding a PIC, mission or district UAS must be made in writing to the fire district. The complaint must include a violation of ORS, Federal Aviation Regulation Violations, or district policy violation.

Any complaint that does not contain a standard, rule or law will still be reviewed, however, any decision rendered will be final.

The district shall have a 21-day review period when a complaint is filed. After the review is complete, a final decision by the Fire Chief shall be recorded and be provided to the complainant. The decision shall include any laws or policies violated, corrective action and recommendations that will be implemented to prevent a violation from occurring in the future.

#### 550.9 SHARING DATA WITH OTHER ORGANIZATIONS / JURISDICTIONS

Any information collected during an incident or special request from another entity shall be made available to that entity as long as that information is not subject to PII.

Information that is part of an ongoing investigation shall not be shared or released unless it is specific to the investigation activities and the outside agency(s) requesting the data. Members of the public or media seeking to obtain information obtained with a UAS that is part of an investigation, must obtain a court order before the district will release such information.

#### 550.10 REVIEW OF POLICY

This policy shall be reviewed every two years. This review is necessary to update any new laws or regulations pertaining to UAS. With speed at which the industry is evolving, it is necessary to make sure the district is not missing anything. Any new law, rule or regulation will be updated quarterly when other updates to the policy manual occurs.

# **NEW BUSINESS**



# Proposed Measure 5-285 Fire and Emergency Medical Service



On May 18, 2021 Voters will have the opportunity to vote on a measure which would add three (3)

Firefighter / Paramedic positions to staff the Scappoose Fire Station and provide two (2) ambulances 24 hours a day if passed.

#### WHY IS PROPOSED MEASURE 5-285 ON THE BALLOT?

The Scappoose Fire District Fire Board of Directors has referred to the ballot a proposed measure which, if passed, would fund at least three (3) additional Firefighter / Paramedics; one for each of the three staffed shifts. This proposed levy would provide Scappoose Fire District residents with two (2) staffed ambulances 24 hours a day (up from one now), as well as a fully staffed engine crew of four (4), for residential and commercial fires, motor vehicle crashes, and other emergencies.

Current minimum staffing is three (3) Firefighter / Paramedics. It takes two (2) staff to legally operate an ambulance. If passed, the proposed measure would fund an increase in staff that would meet the state staffing requirements to provide two ambulances.

#### WHAT WOULD THE PROPOSED MEASURE FUND FOR THE COMMUNITY?

70% of the 911 calls to the Fire District are for medical calls. Records show that 40% of the time, the Scappoose Fire District community does not have an ambulance staffed and relies on units from other communities to respond. 40% of the time, more than one call is happening at the same time and an ambulance is sent from another community. The proposed measure would fund Advanced Life Support, Paramedic response and transport to the emergency room in the event of a stroke, heart attack, sudden cardiac arrest and significant trauma.

#### WHAT DOES MEASURE 5-285 DO?

If the measure passes, the five-year local option levy will cost \$1.99 per \$1,000 of assessed value. A property owner of a \$200,000 assessed-valued home in the Scappoose Fire District would pay an estimated \$398 per year.

#### WHAT HAPPENS IF MEASURE 5-285 DOES NOT PASS?

If proposed Measure 5-285 does not pass, the additional staffing and services would not be provided, and the proposed tax levy would not be assessed. The current levy expires on June 30<sup>th</sup> 2022.

#### WHAT HAPPENS IF PROPOSED MEASURE 5-285 PASSES?

If proposed Measure 5-285 passes, the Scappoose Fire District would increase the minimum staffing from three (3) to four (4). the Fire District would hire three (3) more Firefighter / Paramedics. Additionally, if passed, all current staff would be retained (22) and there would be no layoffs. Tax revenue from the proposed Levy would be used to fund emergency services as well as future capital expenditures. Over 50% of the fire district fleet is older than 25 years.

"This information (SH21-038), except for the website link(s), was reviewed by the Oregon Secretary of State's Office for compliance with ORS 260.432."



## **MEMORANDUM**

TO: Scappoose Fire District Board

FROM: Fire Chief Pricher

SUBJECT: Side by Side Purchase Proposal

DATE: May 13<sup>th</sup> 2021

#### **Requested Action:**

Allow staff to Purchase a Side-by-Side Utility vehicle

#### **Critical date for action:**

5/13/2021 (Prior to end of this fiscal year)

#### **Purpose:**

Acquire a much needed off road 4x4 people mover for increased off road calls to mountain bikers and recreationalists (Rocky Point), increased recreation on Crown Z trail, future park plans by the City of Scappoose and calls in the timber and logging road area west of the city.

#### Impact:

Currently, Scappoose Fire &EMS responders are challenged by requests for service for patient removal in the Mountain (MTN) Bike areas on Rocky Point Road, the increase in use of the CZ trail, the city watershed, the new trail out by the Airpark expansion and other recreational areas in the timberland west of the city limits and in the hills. In the last few years, we have had several calls for ATV accidents, bike accidents on the CZ trail and now the expansion of MTN biking near Rocky Point.

Last year, Scappoose Fire experimented with a concept called REMS (Rapid Extraction Module Support) and was deployed for 40 days on the August Complex in California. During that deployment, the REMS platform generated \$304,000 in revenue. Overhead costs included \$22,000 in side-by-side rental as some of the contractual expenses. After expenses were realized, there was enough left over to invest for this requested purchase.

The fire district intends to establish a local REMS program to mitigate all of the current challenges and future recreation challenges as more people travel to the continued developed recreational opportunities in

our community. Additionally, the fire district intends to make this platform available for regional deployment to support rescue in the wildfire environment, when staffing is available.

Support for this program and project has been achieved by admin staff, most members of Local 1660 and the volunteers. An example of the support includes the Scappoose Volunteer association loaning the district \$4,000 to purchase a trailer to transport the side by side.

Regardless of the challenges faced by the upcoming election, this requested purchase has no long term or significant impact on dollars for staffing. If layoffs occur, it is because the district cannot afford a \$400,000 program. A \$23,000 purchase cannot support the wages and benefits of four (4) staff for a year. However, if layoffs occur, our intent is to hire back the NIFF staff to staff the REMS for wildfire deployment which will allow them to continue extended employment through the fire season (assuming they wish to participate).

Storage will be a bit of a challenge, but staff has several options to secure and protect the new purchase. Over time, if additional revenue is acquired by this equipment, we intend to reinvest revenue to secure a covered trailer for total security and protection of this investment.

If approved, staff intends to secure an agreement with ODF for availability and deployment of this tool during the wildfire season. Approval of this purchase will include support of staff to pursue an agreement with ODF. We will not repeat the mistakes of last year with deploying four (4) structural line staff. The goal will be to send no more than two (2) and supplement the 4-person crew with our volunteers and or staff from neighboring agencies. There is no intent to diminish staff and incumber those staying home with unnecessary overtime mandates.

Another consideration, if the levy does not pass, this equipment will become more important as we will have a reduction of staff to effect rescues and pack outs of injured parties.

This program and project is an outside the box approach to a current challenge locally. Additionally, this would be an investment that may have a long-term gain. In other words, if we look at the regional opportunities that are available during the wildfire season, as this concept is rather new, jumping on the bandwagon will allow more opportunities in future years as we are considered legacy participants. Waiting for a couple more years may prove unwise as several agencies will undoubtedly be wanting to participate. We do not want to be behind the curve. Staff will be very judicious in how we deploy this asset if requested so as to not negatively impact the district.

An added benefit of this program is that it will promote regional training, regional cooperation (speaking from the county perspective). Last year, staff, while on deployment were able to train for about two (2) hours a day. This training is valuable in ways we cannot quantify annually due to overtime costs, scheduling and actual hands-on experience. This program is a vision and an investment.

#### **Availability of funding:**

Based upon allocated and available funds in the capitol reserve account, we have the necessary funds to complete this purchase. This purchase will not affect the needed cash carryover, nor will it impact dollars needed for staffing. This was a planned purchase and part of the Chief's 2021 goal.

#### **Coordination:**

This project will need to be coordinated between the Fire Chief, Finance Director and staff that deployed on last year's REMS assignment.

#### **Contact person(s):**

Jeff Pricher

Alex Tardif

#### **Attachments:**

Quote for side by side.

#### **Recommendations:**

- 1. Authorize capital expenditure
- 2. Deny expenditure
- 3. Delay expenditure

#### **Conclusion:**

This purchase will be a significant improvement to the overall safety of the responders by providing them with a stable and reliable way to remove injured customers and move staff expeditiously. The ability to limit exposure of injury to the responders and reduce transport time of injured parties should categorize this purchase as a necessary tool instead of superfluous expense. There will be many workflows and use cases for this tool, but easing into the capability of this tool will allow us to take a measured and fiscally responsible approach as this tool is better realized for our response area. This style of utility vehicle is being used by Mist-Birkenfeld Fire and Sauvie Island Fire.



82 6 13"
Horsepower Person Capacity Ground Clearance



c file r.f.

## **COLUMBIA RIVER MOTORSPORTS**



Salesperson Details

Name: GARY COLBY Email: garyc@columbiarivermoto.com

#### **COLUMBIA RIVER MOTORSPORTS**

58245 COLUMBIA RIVER HWY ST HELENS, OR 97051 503-397-3502

#### **Buyer Information**

SCAPPOOSE FIRE DEPARTMENT

971-325-4788

SCAPPOOSE, OR 97056 JPRICHER@SRFD.US

N/U	Year	Make	Model	Stock #	VIN
New	2021	POLARIS RANGER	RANGER XP1000 C	RPOSCFD	

Manufacturer Options, Parts and Labor	
K-WINCH, 6K PRO,ZS(P)	\$949.99
K-ACCY,ROOF,SPORT,CREW(P)	\$539.99
K-ACCY,WNDSLD,PLT,HC,ZS(P)	\$519.99
K-LIGHTBAR,VL,30,DUAL,RZT(P)	\$499.99
HOOD STORAGE RACK(P)	\$369.99
WINCH INSTALL (2.5 HOURS)(L)	\$300.00
K-ACCY,STORAGE,UNDERSEAT,ZS(P)	\$209.99
CHAINSAW PRESS(P)	\$134.99
FRONT RACK INSTALL (1 HOUR)(L)	\$120.00
WINDSHIELD/ROOF/STORAGE INSTALL (1 HOUR)(L)	\$120.00
K-ACCY,HRNS,1LT BR,TTN(P)	\$84.99

Pricing Details	
Manufacturer Base Price	\$18,799.00
Options Price	\$4,089.92
Freight & Dealer Prep	\$1,245.00
Unit Subtotal	\$24,133.92
Document Fee	\$50.00
License Fee	\$108.50
HEROES ADVANTAGE	(\$1,000.00)
Discount	(\$1,000.00)
Net Selling Price	\$22,292.42
Amount Financed	\$22,292.42

Customer	Date
Dealer Representative	Date
Dealer Representative	Dale

## Pro Caliber Motorsports 10703 NE Fourth Plain Road

Vancouver WA 98662 360-892-3030

SCAPPOOSE FIRE DISTRICT

Buyer's Order

05/03/2021

Order No.

Salesman Owen Krueger

52751 COLUMBIA RIVER HWY SCAPPOOSE OR 97056

Customer Signature \_

Unit Information						
New/U	Year	Make	Model	Serial No.	Stock No.	
New	2021	POLARIS	RANGER XP 10		TEMP	
Options	:				Ouatanaa Dria	¢19,000,00
					Customer Price Manufacturer Rebate Dealer Added Options (D) Customer Added Options Dealer Prep / Freight	\$18,099.00 \$0.00 \$0.00 \$0.00 \$0.00
					Unit Subtotal Vehicle Service Contract Accessories GAP Insurance Prepaid Maintenance Oregon Trip Permit Theft Protection Tire and Wheel Appearance Protection Title/License/Registration Fees Document Fee Sales Tax	\$18,099.00 \$0.00 \$4,910.07 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$98.00 \$150.00 \$67.87
					Cash Price Trade Allowance Payoff	\$23,324.94 \$0.00 \$0.00
					Net Trade Net Sale (Cash Price - Net Trade)	\$0.00 \$0.00 \$23,324.94
Notes:	tes:			Sub Total (Net Sale + Other Charges) Cash Down Payment Total Down Payments	\$23,324.94 \$0.00 \$0.00	
Trade Ir	nformatio	on		For 1 1		\$23,324.94 <b>\$23,324.94</b> <b>Months at</b> <b>Rate O.A.C.</b>
AND EM ARE NEC OFFER B ANY AG I AUTHO	PLOYME GOTIABLI BE SUBMI REEMEN ORIZE YO	NT HISTORY AND T E, INCLUDING PRICI TTED TO THE DEAL T IS SUBJECT TO EX	HE RELEASE OF THIS II 3, TRADE ALLOWANCE ER FOR ACCEPTANCE. ECUTION OF CONTRAC	NFORMATION. , AND \$150 DO NOTHING COI T DOCUMENT	TE. I AUTHORIZE AN INVESTIGATION ALL ELEMENTS OF THIS PROPOSED CUMENTARY SERVICE FEE. I REQUINTAINED HERIN IS BINDING ON EITH S. ALL CREDIT IS SUBJECT TO CRED ORY AND TO ANSWER ANY QUESTION	N OF CREDIT TRANSACTION EST THAT THIS IER PARTY; DIT APPROVAL.

#### **Build Summary**





Poly Crew Sport Roof, Black

\$579.99 | #2889223

Hard Coat Poly Full Vented Windshield with Lock & Ride® Technology, Clear

\$599.99 | #2883266

Mounting Bracket for Hard Coat Poly Windshield Wiper & Washer

\$54.99 | #2207624

Wide-Angle Rear View Mirror

\$134.99 | #2881439

Polaris® PRO HD 6,000 Lb. Winch with Rapid Rope Recovery

\$949.99 | #2882710

Lightbar Harness

\$84.99 | #2882209

Pro Armor® 30" Dual-Row LED Light Bar

\$499.99 | #2882074

**Dual Bin Under Seat Dry Storage Box** 

\$209.99 | #2882910

Front Hood Storage Rack

\$369.99 | #2882690

Lock & Ride® Chainsaw Mount

\$134.99 | #2879354

Pro Armor® Wheel & Tire Set: Buckle & Harvester®, Matte Black, 28R14

\$1,339.99 #2883221

**Additional Notes** 

**\$18,799.00**US MSRP

As Configured **\$23,758.89**US MSRP

Plus destination charge and setup









# STATE OF OREGON INCIDENT RESOURCE AGREEMENT for Emergency Medical Services

#### **PURPOSE**

This Agreement sets forth the terms and conditions under which the State of Oregon shall hire resources and equipment for district use during wildfire incidents, under the authorities of ORS 477.406 and ORS 279A.025(2)(n).

This Agreement does not guarantee that a Resource Provider will receive a request to provide Services. Nothing in this Agreement shall preclude the State from utilizing resources from any source prior to or instead of the resources provided by the Resource Provider pursuant to this Agreement when, at the discretion of the State, such utilization is in the public interest of effectively and efficiently deploying available resources for an existing fire situation.

All resources provided by the Resource Provider must meet and comply with all the applicable requirements of this Agreement for the entire term of the Agreement.

#### **SCOPE OF AGREEMENT**

This Agreement is for wildland fire emergency medical services provided to the State by the Resource Provider. The needs of the State, and availability of the Resource Provider's personnel and equipment during an emergency, cannot be determined in advance. Upon request by the State, and to the extent willing and able, the Resource Provider shall furnish the resources listed in Attachment A Resource Information and Rate Sheet, and in accordance with the specific details of the applicable Resource Order.

Equipment furnished under this Agreement may be subject to extreme environmental and strenuous operating conditions. Conditions include but are not limited to unimproved roads, steep, rocky/hilly terrain, dust, heat, and smoky environments. As a result, by entering into this Agreement, the Resource Provider agrees that what is considered wear and tear under this Agreement is in excess of what the equipment is subjected to under normal operating conditions, and is reflected in the rates agreed upon in Attachment A.

The Services under this Agreement occur during wildfire incidents when the working environment may include very hazardous conditions. It is imperative the Resource Provider utilizes only Qualified personnel when filling Resource Orders under this Agreement.

The Resource Provider is responsible for transporting their personnel and equipment to and from incidents.

#### **DEFINITION OF TERMS**

**Authorized Government Representative (AGR)** – A Government employee with the authority to execute Resource Orders for an incident. This may include employees of authorized federal government agencies, the Oregon Department of Forestry, and designated Forest Protective Associations.

**Incident Issue Form** – The document used to track items issued during an incident that is completed by the State or a State assigned representative.

**Incident Management Team (IMT)** –The Authorized Government Representatives (AGRs) responsible for managing a wildfire incident.

**On-Shift** – The time from when a resource leaves the Point-Of-Hire and begins traveling to the incident after being ordered by the State and ends at the estimated time of arrival back to the Point of Hire after being released from the incident. On-Shift time shall be documented on a shift ticket. On-Shift time does not include travel between lodging locations and the Incident Command Post (ICP) unless directed by the State.

**Point of Hire** – The physical location from which a resource is hired, which may be the Designated Dispatch Location, an incident managed by the State, or other location agreed upon by the Resource Provider and the State.

**Qualified** – A person who has a recognized degree, certification, professional standing, knowledge, training, or experience, and has successfully demonstrated the ability to perform the work, solve or resolve problems relating to the work, subject matter, or project.

**Resource Order** – The form used by the State to obtain and document the Resource Provider's Services for an incident assignment.

**Resource Provider** – The person or company who possesses or controls the use of the personnel and equipment, as well as who provides Qualified resources under the terms of this Agreement. The Resource Provider is not an agent, employee, or officer of the State.

**Self-Sufficient** – To supply one's own needs on an incident assignment, without State assistance.

**Services** – All services or activities ordered or provided under this Agreement.

**Statement of Work** – A Statement that dictates the tasks or areas of responsibility the Resource Provider is to perform at a particular locale during a stated period, including objectives and deliverables to be provided. A Statement of Work may be given by written or verbal means and may be subject to change in reflection of changing fire conditions.

**State** – The State of Oregon, Department of Forestry, its officers, employees, agents; Douglas Forest Protective Association, Coos Forest Protective Association, and Walker Range Protective Association.

**Subsistence** - Food and drink for an incident assignment, generally at specified intervals but also available as needed to accommodate incident conditions. Subsistence may also include those items normally provided in fire camp, such as showers, restrooms, camping/sleeping facilities, etc.

**Under Hire** - The period of time, whether compensable or non-compensable, that begins at the estimated departure time agreed upon by the Resource Provider when a resource is dispatched by the State and that ends at the arrival time of the resource back at the Point of Hire.

#### **AGREEMENT PROVISIONS**

#### **Equipment/Personnel**

All Services required to be performed by the Resource Provider shall be performed in accordance with the highest applicable professional or industry standards and in compliance with the terms and conditions of the Agreement.

All equipment under this Agreement shall be in operating order with the capability of completing the work under this Agreement as documented on the Resource Order. The State reserves the right to reject equipment that is not in safe and operable condition. Equipment that is determined to be unsafe at any point in time, or inoperable, shall not be reimbursed for travel and is not considered On-Shift.

The Resource Provider shall be responsible for all equipment, materials, supplies, transportation, trained/Qualified personnel necessary to meet or exceed the Agreement requirements. All equipment shall be maintained in safe working condition and be in good working order.

The Resource Provider shall provide Oregon state certified personnel with Supervising Physician Standing Orders specifically allowing their staff:

- a) to practice at any Oregon location, and
- b) to make clinical observations, and
- c) to dispense over-the-counter medications

Additionally, the Resource Provider shall provide no less than one EMT-Paramedic certified employee per shift.

#### **Requirements Specific to Service Options**

Base Camp Medical Unit – referenced in Exhibit 1, pages 14-17 of this Agreement Rapid Extraction Module Support – referenced in Exhibit 2, pages 18-20 of this Agreement Swift Water Rescue Team – referenced in Exhibit 3, pages 21-27 of this Agreement

The State may choose to purchase additional consumable supplies that are not listed in Exhibit 2 and require the medical unit to dispense these supplies as necessary and document the recipients of the supplies on an Incident Issue Form.

#### **Independent Contractor Status**

The Resource Provider is an independent contractor and not an agent, employee, or officer of the State, as defined in ORS 477.001 and ORS 30.265, and shall not make representations to third parties

to the contrary. Neither the Resource Provider nor the State shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

Although the State reserves the right to evaluate the quality of the completed performance and determine and modify the delivery schedule for the Services to be performed, the State cannot and shall not control the means or manner by which Resource Provider performs the Services, except to the extent the means and manner in which the Services are to be provided is specifically set forth in an applicable Statement of Work. The Resource Provider is responsible for determining the appropriate means and manner of performing the Services.

#### **Term of Agreement**

The term of the Agreement will commence upon the date of execution by the State and expire on <u>December 31, 2021</u>, unless terminated sooner by mutual written agreement of the Resource Provider and the State.

The Agreement may be terminated by the State at its sole discretion, for any reason or no reason, upon 30 days written notice to the Resource Provider.

The State may terminate the Agreement, at no expense to the State, immediately or upon such conditions as are contained in a written notice, if the Resource Provider is in default with the terms and conditions of this Agreement.

#### **Default**

The Resource Provider shall be in default of this Agreement under the following circumstances:

- The Resource Provider institutes or has instituted against it, insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- The Resource Provider no longer holds a license or certificate that is required to perform its obligations under this Agreement.
- The Resource Provider commits any material breach or default of any covenant, warranty, obligation, or certification under the Agreement.

The State shall be in default of this Agreement if the State commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement and such breach, default or failure is not cured within 60 business days after the Resource Provider's delivery of a notice of default to the State or such longer period as the Resource Provider may specify in such notice.

#### Remedies

If a Resource Provider is in default of the Agreement, the State is entitled to the following remedies:

 Recovery of any and all damages suffered as the result of the Resource Provider's default, including but not limited to direct, indirect, incidental, and consequential damages and damages provided by any other applicable Oregon law.

- Termination of the Resource Provider's Agreement.
- Initiation of an action or proceeding for specific performance or declaratory, injunctive, or equitable relief.
- Exercise of its right of setoff and withholding of monies otherwise due and owing.

These remedies are cumulative to the extent the remedies are not inconsistent, and the State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

#### **Compliance with Applicable Laws, Standards and Policies**

The Resource Provider shall be responsible for ensuring that all of the Resource Provider's employees comply with the provisions of this section and any failure to enforce this provision may result in all remedies and penalties permitted under this Agreement. During the Term of the Agreement, the Resource Provider shall comply with all federal, State, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement and any Resource Order, including without limitation, the following:

**OHA, EMS Provider Licensure** 

OR-OSHA, OAR Chapter 437, Occupational Safety and Health Codes

Oregon Bureau of Labor and Industries Prevailing Wage Rates

**The US Department of Labor Fair Labor Standards Act** 

The US Department of Labor Contract Work Hours and Safety Standards Act

#### Compliance with State of Oregon and Federal Tax Law

Oregon State agencies and certain political subdivisions are prohibited from entering into contracts or agreements with providers of goods and/or Services who are in violation of "any Oregon tax law." "Any Oregon tax law" includes, but is not limited to, ORS Chapters 118, 119,314, 316, 317, 318, 320, and 323 and sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief, Department of Revenue, ORS 305.610.

#### **Prohibition of Drugs/Alcohol**

Resource Provider and Resource Provider's employees are prohibited from engaging in the manufacture, distribution, dispensing, or unlawful possession or use of controlled substances under federal law (includes marijuana) or alcohol: (a) while on State property; (b) while in fire camp; (c) while Under Hire; or (d) at any time while providing Services under this Agreement.

#### **Unlawful or Criminal Actions**

Violation of State or federal laws by Resource Provider, or Resource Provider's employees, while Under Hire may result in suspension or termination of Resource Provider's Agreement.

#### **Prohibition of Dangerous Weapons**

The possession of firearms or other dangerous weapons (as defined in 18 USC 930 (g) (2)) is prohibited at all times: (a) while on State property; (b) while in fire camp; (c) while Under Hire; or (d) at any time while providing Services under this Agreement. The term "dangerous weapon" does not include a pocket knife with a blade less than 2 ½ inches in length, or a multi-purpose tool.

#### Discrimination and Harassment-Free/Violence Free Workplace

The Resource Provider shall ensure that their employees conduct themselves so as to ensure the maintenance of a work and rest environment free from behavior, action, or language that is or may be perceived by others as threatening, offensive, hostile, intimidating, violent or abusive. Also prohibited are acts that express or are reasonably perceived to express intent to cause damage to property. Harassment or discrimination in any form is unacceptable conduct and will not be tolerated. Reference: Oregon Department of Administrative Services Policy 50.010.01.

The Resource Provider shall have a policy and practice that prevents Sexual Harassment, Sexual Assault and Discrimination against members of a Protected Class, <u>OAR 125-246-330(5)</u>.

The State reserves the right to verify the Resource Provider's compliance with applicable laws at any time during the term of the Agreement.

#### Compensation

The compensation rates described shall include compensation for all labor, materials, equipment, Services, transportation, taxes, fees, insurance, Resource Provider overhead and administration and any other cost, fee or expense of any type or description incurred by the Resource Provider under this Agreement. The State will not provide compensation for any costs associated with equipment support, invoice reconciliation, check-out time, or any other off-shift activities related to resource readiness beyond the guarantees specified. These costs are considered incidental and are to be incorporated into the Resource Provider's daily rate. Payment will be made only for those items described in the Agreement.

#### Rates of Payments (Daily Rate and Shift Rate Options)

Daily rates for each Service Option ordered per Attachment A shall be paid at a daily rate for 24 hours of Service. If the resource time worked is less than 12 hours, the Resource Provider shall be paid one half of the daily rate for that shift.

Per shift rates for each Service option ordered per Attachment A shall be paid at a per shift rate. Shifts may vary from 12-16 hours of service during the incident. If the resource time worked is less than 8 hours, the Resource Provider shall be paid one half of the daily rate for that shift.

#### <u>Subsistence</u>

The Resource Provider shall ensure each of their personnel has adequate food and water during travel to the incident and until end of the first shift worked at no expense to the State. A Resource Provider may be required to ensure each of their personnel arrives with two lunches, including drinks, as documented on the Resource Order at time of ordering depending upon the availability of Subsistence at the incident after the first shift.

If available, the State shall provide Subsistence after the first shift worked if the resource is not released to their point of hire and is required to stay in fire camp.

If the resource is allowed or directed to return to its point of hire during off-shift time, the State will not provide Subsistence.

If a resource is ordered to be Self-Sufficient for an assignment, as documented on the Resource Order, the State will not provide Subsistence. However, the Resource Provider will be compensated for Subsistence after the end of the first shift worked, and in accordance with applicable per diem meal/incidental rates published by the US General Services Administration website <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>.

For resource travel time exceeding Work/Rest standards or complying with driving limitations, or where no fire camp is available and the State determines that commuting is uneconomical, the State will either furnish Subsistence, direct the resource to a designated facility, or provide an additional payment based on the per diem rates published by the US General Services Administration website, or actual lodging expenses, whichever is lower. Lodging expenses are paid for based on double occupancy at a hotel/motel or other commercial facility.

The maximum allowance to be paid is based on the number of personnel shown on the shift ticket, and according to the Module option listed on the Agreement and Resource Order.

The Resource Provider shall request payment for Subsistence under this section using an invoice provided by the Resource Provider which shall be submitted to the Incident Host Unit (as documented on the Resource Order). Any lodging listed on the Resource Provider's invoice for compensation must be accompanied by receipts.

#### **Travel Time**

Compensable travel time via ground transportation will be calculated by dividing distance (from Point of Hire to Incident, and either return to Point of Hire or Incident to Incident if reassigned) by travel speed of 45 mph. Meal and rest breaks are included in the 45-mph calculation.

Expected arrival time at the Incident will be determined by the State at the time of dispatch. Return travel time will be determined by the State at the time of release from the Incident.

The State will not pay return travel time to the Point of Hire upon release or removal of a resource from an Incident resulting from defaults of the terms and conditions of the Agreement; or if the Resource Provider fails to correct violations at the incident following a notice and a request to correct by the State.

If a fire camp is not accessible and the resource is directed to commute to the incident from its Point-of-Hire on a daily basis, the State shall pay compensation for daily travel to and from the incident.

<u>Vehicle Cleaning for Noxious Weed Control</u> – When directed by the incident, the Resource Provider shall clean their vehicle(s) to remove noxious weed seeds. Time spent by resources performing this task is considered On-Shift time.

The State normally provides cleaning facilities, however, if the State requires use of commercial facilities, the State will reimburse the Resource Provider for actual costs based on the written receipts.

#### Work/Rest Policy

The Resource Provider is required to follow the <u>Work/Rest Guidelines</u> established by the NWCG. The use of the words "Work" and "Rest" used in this section are for purposes of defining Work/Rest periods only and not for the purposes of compensation. To maintain safe and productive incident activities, the State shall appropriately manage work and rest periods, assignment duration, and shift length for resources working at Incidents under the State's control. The State and the Resource Provider shall plan for all resources to be provided a minimum 2:1 work to rest ratio (i.e., one (1) hour of sleep or rest for every two (2) hours of work or travel).

For the purposes of defining Work/Rest in the context of the 2:1 Work/Rest ratio, "Work" includes travel to and from the worksite, compensated meal breaks, debriefing and equipment refurbishment following assigned work shift in preparation for the next Operational Period, whether compensable or not. "Rest" is all time off duty outside of the work shift and includes noncompensable breaks.

Work shifts that exceed 16 hours or consecutive days that do not meet the 2:1 Work/Rest ratio should be the exception, and no work shift should exceed 24 hours. However, in situations where this does occur (for example, initial attack), the State will resume the 2:1 Work/Rest ratio as quickly as possible.

The Incident Commander, or AGR must justify work shifts that exceed 16 hours and those that do not meet 2:1 Work/Rest ratio. Justification will be documented in the daily incident records. Documentation must include the mitigation measures used to reduce fatigue.

The State shall provide each resource with adequate rest time while at the incident. The Incident Commander, or AGR is authorized to determine the need for rest for all resources provided for under this Agreement.

The Resource Provider shall provide adequate rest time for all resources while under the Resource Provider's control and shall monitor the rest time provided by the State when resources are working at an incident to ensure that such time is adequate for safety. The Resource Provider must communicate promptly to the State any concerns relating to the State's provision of, or perceived failure to provide, adequate rest time during an incident.

#### **Timekeeping**

On-Shift time shall be verified and approved by the AGR responsible for ordering and/or directing the use of the resources. Time shall be recorded using 24-hour military time (0001-2400), rounding time to the nearest quarter-hour on shift.

Shift tickets shall be the official payment document and need to be fully completed at the end of each shift. No payment shall be made for incomplete shift tickets or unauthorized work time. Shift tickets shall be signed by both the resource and the AGR on the incident.

Shift tickets are the responsibility of the AGR to turn in to the incident's timekeeping unit.

#### **Invoicing and Payment**

Payments for all Services under this Agreement shall be made to the Resource Provider by the State's incident host unit listed on the Resource Order. The State shall have no obligation to pay any compensation to the Resource Provider unless the Resource Order was issued with respect to an incident under the jurisdiction of the State of Oregon.

The State shall not be liable to the Resource Provider for any compensation owing to Resource Provider by, or for any delay or failure to compensate by, any federal, other state or local entity, or tribal jurisdictions.

#### Method of Payment

Resource Providers must be registered in the <a href="OregonBuys">OregonBuys</a> system to receive payment.

Lump-sum payment shall be processed once all documents have been audited. <u>At Type1/Type 2</u> incidents, an invoice shall be generated at the incident for time On-Shift. For all other incidents, an invoice shall be generated by the Resource Provider and shall be sent to the incident host unit for payment. Resource Provider is responsible for assuring that all invoices are received by the State within ninety (90) days of the Services provided by the Resource Provider.

Each invoice shall include the incident name and Resource Order number(s), as well as the Resource Provider's name and/or company name, taxpayer identification number, remittance address, and phone number. Payment for On-Shift time will be made for actual units ordered and performed under Attachment A.

Unless specifically stated elsewhere in this Agreement, the cost of any supplies, maintenance, materials, or Services, including non-returned cache items, provided for the Resource Provider by the State shall be deducted from the payment to the Resource Provider.

In the event of Resource Provider default of this Agreement or if the State suffers financial damages, the State reserves the right to withhold payment to the Resource Provider.

**Funds Available and Authorized; Payments**. The Resource Provider shall not be compensated for Services performed under this Agreement by any other agency or department of the state of Oregon. The State certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the State's current biennial appropriation or limitation.

The Resource Provider understands and agrees that the State's payment of amounts under this Agreement is contingent on the State receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow the State, in the exercise of its reasonable administrative discretion, to make payments under this Agreement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

#### Insurance

The Resource Provider shall provide to the State, Certificate(s) of Insurance for all required insurance before performing any Services under this Agreement. The Certificate(s) shall list the State

of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance shall include a list of all policies that fall under the excess/umbrella insurance.

#### Commercial General Liability

The Resource Provider shall obtain, at its expense, and keep in effect during the Term of the Agreement, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations, and contractual liability coverage for the indemnity provided under this Agreement and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$2,000,000.

#### Automobile Liability Insurance

The Resource Provider shall obtain, at its expense, and keep in effect during the Term of the Agreement, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

#### **Professional Liability Insurance**

The Resource Provider shall obtain, at its expense, and keep in effect during the Term of the Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. Coverage limits shall not be less than \$1,000,000.00 combined single limit per occurrence.

#### Workers' Compensation

Resource Providers that employ "subject workers" as defined in ORS 656 who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

#### **Additional Insured**

The liability insurance coverage, except Workers' Compensation, required for performance of the Agreement shall include as endorsed Additional Insured, all the following: the State of Oregon, Oregon Board of Forestry, Oregon Department of Forestry, Coos Forest Protective Association, Douglas Forest Protective Association, and Walker Range Protective Association. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

#### Tail Coverage

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. The Resource Provider shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement. If

Continuous "claims made" coverage is used, the Resource Provider shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Agreement.

#### Notice of Change or Cancellation

The Resource Provider or its insurer shall provide at least 30 days' written notice to the State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

#### Insurance Requirement Verification

All insurance providers are subject to State acceptance. The Resource Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to the AGRs responsible for verification of insurance coverages.

#### Liability for Personal Injury and/or Property Damage

Notwithstanding ORS 477.410, the Resource Provider agrees to assume responsibility for all damage or injury to persons or property, including State employees and third parties, resulting from the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Resource Provider or its employees, officers, or agents in performing under this Agreement.

For equipment furnished under this Agreement, the Resource Provider shall be liable for any loss, damage, or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of State employee(s) while acting within the scope of their employment.

#### <u>Indemnification</u>

The Resource Provider shall defend, save, hold harmless, and indemnify the State of Oregon, Oregon Department of Forestry and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the Resource Provider or its officers, employees, or agents under this Agreement.

#### No Third-Party Beneficiaries.

The State and the Resource Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

#### **Authorization**

By completion and submittal of Attachment A (Resource Information and Rate Sheet), the undersigned acknowledges, attests, and certifies individually and on behalf of the Resource Provider that:

He/she is a duly authorized representative of the Resource Provider, has been authorized by Resource
Provider to make all representations, attestations, and certifications contained in this Agreement, if any,
issued, and to execute this Agreement on behalf of Resource Provider,

- The Resource Provider is bound by and shall comply with all requirements, specifications, terms, and conditions contained in this Agreement (including all listed Attachments and Exhibits issued),
- The Resource Provider certifies that all training certificates, insurance documents, licenses, and permits are authentic and valid, and that all resources provided have met all training/certification requirements,
- The Resource Provider shall provide/furnish federal employee identification number or social security number with offer,
- The Resource Provider acknowledges and certifies that they are not on any state or federal debarred or suspension lists,
- The Resource Provider shall furnish the following documentation to the appropriate AGR upon arrival and check-in at all incidents:
  - o Resource Order Form
  - Agreement Copy
  - o A copy of Attachment A (Resource Information and Rate Sheet), fully executed
  - o Current qualification/certification documents for all personnel and equipment being utilized
- The Resource Provider shall furnish the following documentation to the PCSU at the time of application:
  - Attachment A
  - Insurance Certificates
  - Personnel Training/Qualification Documents including Supervising Physician Standing Orders
  - Equipment Certifications (Ambulance)
  - DEA Certifications

#### Attachment A

OREGON DEPARTMENT OF FORESTRY						
RESOURCE INFORMATION AND RATE SHEET FOR EMERGENCY MEDICAL SERVICES						
BUSINESS NAME/MAILING ADDRESS	BUSINESS OWNER NAME					
DESIGNATED DISPATCH LOCATION ADDRESS	EMAIL					
DIODATOU GONTAGT NAME	FEIN/DUNS					
DISPATCH CONTACT NAME	EMAIL					
	PHONE					
Please mark All SERVICE OPTIONS you wish to include and Daily OR Per Shift Rate for each SERVICE OPTION						
☐ Option 1: Fireline Certified EMT (EMTF) with **non-ambulance transportation						
<b>Link to EMTF Position Certification Requirements</b>	Qty: Daily:	Per Shift:				
☐ Option 2: Fireline Certified Paramedic (EMPF) with **	*non-ambulance transpo	ortation				
**Non ambulance transportation needs to b	e suitable for fire line ro	oads, preferably 4WD				
Link to EMPF Position Certification Requirements	Qty: Daily:	Per Shift:				
☐ Option 3: a) BLS Ambulance w/EMPF/EMTF/2WD	Qty: Daily:	Per Shift:				
b) BLS Ambulance w/EMPF/EMTF/4WD	Qty: Daily:	Per Shift:				
☐ Option 4: a) ALS Ambulance w/EMPF/EMTF/2WD	Qty: Daily:	Per Shift:				
b) ALS Ambulance w/EMPF/EMTF/4WD	Qty: Daily:	Per Shift:				
<b>Link to OHA Ambulance Service and Licensing Require</b>	<u>ements</u>					
☐ Option 5: Base Camp Medical Unit (see Exh 1)	Qty: Daily:	Per Shift:				
☐ Option 6: REMS Unit (see Exh 2)	Qty: Daily:	Per Shift:				
☐ Option 7: Swift Water Rescue Team (see Exh 3)	Qty: Daily:	Per Shift:				
☐ Option 8: Radio Operator (RADO)	Qty: Daily:	Per Shift:				
Link to RADO Position Certification Requirements						
☐ Option 9: Medical Unit Leader (MEDL)	Qty: Daily:	Per Shift:				
Link to MEDL Position Certification Requirements						
AUTHORIZED COMPANY REPRESENTATIVE PRINTED NAME/SIGNATURE		Date				
ODE CONTRACT OFFICER PRINTER NAME/CICNATURE						
ODF CONTRACT OFFICER PRINTED NAME/SIGNATURE  Date						