

Scappoose Rural Fire District
Board of Directors Regular Meeting

Thursday, May 11, 2023

Microsoft Teams meeting

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Meeting ID: 273 755 937 628

Passcode: khapZx

- I. Call to Order & Flag Salute
- II. Roll Call
- III. 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. 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.”
- IV. Consent Agenda
 - A. Approve Minutes from 4-13-2023 regular meeting
 - B. Approve April 2023 Profit & Loss Detail
 - C. Approve April 2023 Budget vs. Actual
- V. Statistical Data
 - A. Ambulance Activity Report
 - B. Response Activity Report
 - C. UAS Flight Summary
- VI. Staff Reports
 - A. Chief’s Report
 - B. Operations Report
 - C. EMS Operations Report
 - D. Fire Marshal & Training Report
 - E. Member Outreach/Battalion Aide Report
 - F. Finance Report

VII. Old Business

- A. Major Budget Item Discussion
- B. Lexipol Policy Updates

VIII. Committee Reports

- A. Management Team
- B. Long Range Planning Committee
- C. Awards & Incentives – LOSAP forfeitures update

IX. Miscellaneous

X. New Business

- a. IGA with the City of Scappoose regarding police powers
- b. Ordinance 23-01 Establishment of Civil Service Commission, first reading

XI. Communications

- a. EKU Magazine Publication

XII. Good of the Order

- a. Fire Prevention Grant Award

XIII. 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 FIRE DISTRICT

P.O.Box 625 SCAPPOOSE, OREGON 97056

Scappoose Rural Fire District Board of Directors Regular Meeting Thursday, April 13, 2023 Microsoft Teams meeting

- I. **Call to Order & Flag Salute:** President Reeves call the meeting to order and led the Pledge of Allegiance at 7:06 pm.
- II. **Roll Call:** President Reeves, Vice-President Gift, Director Sorenson, Director Graham, Director Kriek, Chief Pricher, Chief Bautista, Chief Marks, Lt. DuBois, FF Booth, FF Dietz, FF Zimbrick, David Grant, FA Heath

Remote attendance: Chief Greenup, FF Kriek
- III. **Public Comment:** No audience participation
- IV. **Consent Agenda Discussion:**
 - A. Approve Minutes from 3-9-2023 regular meeting: Director Gift asked that the first paragraph on pg. 6 of the April board packet be amended for clarity.
 - B. Approve March 2023 Profit & Loss (P & L) Detail: Directors inquired about the following purchases: Olympus cameras, airfare expenses, RATS Coyote Pack, Freely Systems purchases, and T-shirt purchases. Director Gift requested a change to the Profit and Loss report. He asked that purchases made with credit cards be identified as such. FA Heath explained that a column could be added to the report that would identify credit card purchases, however, adding an additional column would make the Profit & Loss report difficult to read with little white space. After the board discussion, Director Gift said he would like to see credit card purchases be identified by card number. FA Heath explained that card purchases are paid to a managing account with the last four digits different than individual cards, so individual card expenses would not be reflected by adding an additional column. FA Heath added that all expenses are listed in the P & L report each month, not just check payments. The majority of board members agreed to leave the report as it is, since all expenses, regardless of type, are included in the P & L.

- C. Approve March 2023 Budget vs. Actual: Director Sorenson noted that GEMT revenue is significantly higher than budgeted, noting that the budget committee members may comment on this during the May budget committee meeting.

Director Graham moved to approve the consent agenda. Director Gift seconded.

The motion carried unanimously.

V. **Statistical Data Discussion:**

- A. Ambulance Activity Report: Director Graham noted that our historical numbers year-over-year are close to the same.
- B. Response Activity Report: Chief Pricher spoke to the training reports which are new and added at the end of the response activity report. The goal is to show the community our investment in training.
- C. UAS Flight Summary: Director Graham asked about the locations of Burkhardt Ct. and Birch St. fires. Chief Pricher explained that those flights were in response to requests from outside agencies.

VI. **Staff Reports**

- A. **Chief's Report:** Director Sorenson asked for an update on grant awards. Chief Pricher explained the District has been awarded nearly \$1.6 million in grant awards this fiscal year. A grant from the Oregon State Fire Marshal for \$47,000 was used to purchase an aircraft with mapping payload capabilities and will be used to target hazards identified in the HazMat planning grant as well as respond to all types of emergencies. Director Graham mentioned that the 2022 Annual Report is a very nice document that shares the District's strengths and challenges with the community. Director Gift spoke about the turnout times, saying he felt some of the times could use improvement.
- B. **Operations Report:** Chief Pricher spoke about the maintenance issues identified in the Operations report, as well as the apparatus replacement schedule recently developed. Director Graham inquired about a meeting with the City of Scappoose regarding fire station renovation and the addition of an annex building. Chief Pricher said the District will likely retain the services of a planning professional and the possibility of asking for a variance from the city for improvements to NW 1st St.
- C. **EMS Operations Report:** Chief Marks updated the board on the ASA project and communications with the new public health employee whose role is to monitor the project.
He also updated the board on the new access control system for the station, stating that he will soon receive training from the contractor on software operation. Chief Marks has taken on more responsibilities with the EMS chiefs, as recent changes have dictated. One important aspect of this project is finding a replacement for the physician advisor.

- D. **Fire Marshal & Training Report:** Chief Bautista updated the board on the progress of probationary firefighters, explaining that FF Zimbrick recently completed his probationary year.

The volunteer academy will finish in June with the EMS portion. An academy graduation will be coordinated and announced as soon as possible.

Chief Bautista also reviewed recent and upcoming training.

- E. **Member Outreach/Battalion Aide Report:** Director Graham said that the Awards Banquet was a success and thanked those who planned the event.
- F. **Finance Report:** Director Gift liked the layout of the finance report.

VII. **Old Business**

- A. **Major Budget Item Discussion:** Chief Pricher reviewed the four vehicle purchases expected in FY23-24. Those are the purchase of a Type 1 Engine, water tender, squad, and battalion chief vehicle. Allocations for these will be included in the Property Reserve Fund of the FY 23-24 budget.

B. **Lexipol Policy Updates:**

Updates to policy #413 Emergency Response Technician – It was noted that NIFF will be replaced with ERT (Emergency Response Technician) throughout the document.

Director Sorenson moved to approve policy #413 with corrections.

Director Graham seconded.

The motion passed unanimously.

Updates to policy #205 Minimum Staffing Levels – This policy was added to match the language in the collective bargaining agreement.

Director Graham moved to approve policy #205.

Director Gift seconded.

The motion passed unanimously.

- C. **Overpayment of Salaries:** Chief Pricher shared a Memorandum regarding the request to seek legal counsel on questions related to overpayments to employees. This request was made at the March board meeting. Counsel's response stated that there are no known legal obligations of the district to require repayment. If an overpaid employee refused to pay, the District's likely avenue to recoup any overpayments would be through small claims court, where the District would incur additional attorney fees. Of the options presented in the Memorandum, the board discussed option #2 of the Memorandum which states: Request employees repay overage amounts from this fiscal year only. Since the Baker-Tilly study covered only two months of FY22-23. Director Sorenson thought it wouldn't be worth the District's resources to attempt repayment. After discussion, Director Graham moved to direct staff to communicate with the labor group regarding the report findings. Director Sorenson seconded.

The motion carried unanimously.

VIII. **Committee Reports**

- A. **Management Team:** Met prior to the meeting.
- B. **Long Range Planning Committee:** No meeting.
- C. **Awards & Incentives- Funding for SVFA LOSAP:** Ambiguous language in the LOSAP funding agreement entered in April 2019 has led to the forfeiture of 8 members' account balances. Specifically, the vesting language is easily misinterpreted. These funds were returned to the district in March via check. Members were recently notified that their account balances were forfeited due to not meeting the vesting requirements. Director Sorenson stated that he felt the funds should be returned to the 8 members. Chief Pricher asked that the board direct staff on the recommended changes to the vesting language in the agreement.

2022 LOSAP funding: Directors approved \$10,000 for contributions to volunteers who met the 100-hour minimum in the calendar year 2022. FA Heath asked the board to consider adding one additional administrative volunteer to the list of recipients. The individual volunteered countless hours to the district to teach the finance administrator aspects of the position. A gift certificate in an amount equal to the contributions the other 9 volunteers receive was suggested.

Director Graham moved to approve \$9,000 for LOSAP contributions, plus \$1,000 for a gift certificate to one volunteer, for a total of 10 individuals who met the 100-hour minimum.

Director Kriek seconded.

The motion passed unanimously.

- IX. **Miscellaneous:** Chief Pricher shared two new aircraft with the board members.

X. **New Business**

A. Credit Card Policy updates:

Director Graham moved to approve the new credit card policy as presented. Director Gift seconded. Cardholders will receive training per the policy.

The motion carried unanimously.

- B. **SAFER Grant Acceptance:** Chief Pricher notified the board that the District received the SAFER grant in the amount of \$423,400 to be paid over 4 years. The grant is not fully funded and will require additional general fund dollars to support the position. Prior to accepting the grant, Chief Pricher wanted the board to be aware of the funding and how the District intends to use the grant.

Director Gift moved to approve the SAFER grant for \$423,400 over four years.

Director Graham seconded.

The motion carried unanimously.

- XI. **Communication:** Thank you note from the City of Scappoose for the CPR/First Aid training provided.
- XII. **Good of the Order:** Director Graham thanked the volunteers who organized the Awards Banquet.
- XIII. **Adjourn:** Director Graham moved to adjourn. Director Kriek seconded. President Reeves adjourned the meeting at 9:06 pm.

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.

Susan Reeves, Board President

Submitted by Maria Heath

EXPENSE ACCOUNT ACTIVITY

Scappoose Rural Fire Protection District

Profit and Loss Detail

April 2023

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Ordinary Income/Expenses			
Income			
	1. GENERAL FUND REVENUES		\$136,256.05
	3. PROPERTY FUND REVENUES		\$1,312.82
	4. PERSONNEL SVCS FUND REVEN		\$606.05
Total for Income			\$138,174.92
Expenses			
1..GENERAL FUND EXPENDITURES			
1...			
1.1 GENERAL FUND PERSONNEL SVCS			
550 Insurance			
04/13/2023	S.D.I.S.	Health Insurance Premiums	28,707.40
04/13/2023	Standard Insurance	Life, LTD, & AD&D	1,279.65
04/26/2023	HRA VEBA Trust	Standard HRA & PEHP	9,580.73
04/26/2023	Paychex Payroll	Flex spd- cash out	9,802.84
04/26/2023	Paychex - tax	OR ER Work Benefit	56.12
Total for 550 Insurance			\$49,426.74
560 Personnel Salaries			
04/04/2023		Record voided check #35985	-2,009.46
04/12/2023	Benefit Help Solutions(FSA)	Flex savings reimbursement	163.08
04/12/2023	P.E.R.S.	ER PERS IAP	12,815.73
04/13/2023	Standard Insurance	Short Term Disability	498.80
04/13/2023	American Heritage Life Insurance Co.	Misc employee insurance	136.90
04/26/2023	HRA VEBA Trust	PEHP HRA - Employee	2,496.00
04/26/2023	Transamerica Life Ins. Co.	Life Ins - Ahlers	93.81
04/26/2023	Voya - Oregon Savings Growth Plan	Apr OSGP Contributions	21,006.32
04/26/2023	Tualatin Valley Fire Fighters Union	April Union Dues	2,516.26
04/26/2023	Principal Financial Group	Employee Insurance	42.41
04/26/2023	Inroads Credit Union	April food fund	850.00
04/26/2023	Paychex - tax	Employee Taxes Withheld	51,380.05
04/26/2023	Paychex Payroll	ShiftDf- Acting Lt. Pay	270.17
04/26/2023	Paychex Payroll	Balance of Net Pay	85,107.33
04/26/2023	Paychex Payroll	OT	14,456.44
04/26/2023	Paychex Payroll	Phone pay	100.00
04/26/2023	Paychex Payroll	Longevity	1,116.82
04/26/2023	Paychex Payroll	Incentives	1,964.86
04/26/2023	Paychex Payroll	FLSA - OT	7,658.36
04/26/2023	Paychex Payroll	Deferred Compensation	8,362.44
04/26/2023	Voya - Oregon Savings Growth Plan	Loan repayment	129.80
04/27/2023	Paychex Check	Contract payment	805.00

Scappoose Rural Fire Protection District

Profit and Loss Detail

April 2023

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Total for 560 Personnel Salaries			\$209,961.12
570 SocSec/Medicare(FICA)			
04/26/2023	Paychex - tax	ER Payroll Taxes	16,813.84
Total for 570 SocSec/Medicare(FICA)			\$16,813.84
580 Volunteer Services			
04/13/2023	Mike Greisen	Apr. cell phone use	34.00
04/13/2023	Greenup, Cade	Apr.. cell phone use	34.00
04/13/2023	Machine Entertainment	Lakehouse Rental	800.00
04/26/2023	LOSAP	2022 Vol acct. funding	9,000.00
Total for 580 Volunteer Services			\$9,868.00
590 Personnel Benefits			
04/12/2023	P.E.R.S.	ER PERS RHIA-UAL Contrib	38.28
04/12/2023	P.E.R.S.	ER Pension PERS Contrib	56,532.98
04/13/2023	Oregon Occupational Medicine	NFPA Physical - Bautista	607.30
04/13/2023	Oregon Occupational Medicine	NFPA Physical - Gandara	657.30
04/13/2023	Oregon Occupational Medicine	NFPA Physical - Booth	582.30
04/13/2023	Oregon Occupational Medicine	NFPA Physical - Chaffeur	657.30
04/18/2023	Benefit Help Solutions(FSA)	Monthly fee	125.00
04/26/2023	Ready Rebound	injury mgmt medical service provider	6,050.00
Total for 590 Personnel Benefits			\$65,250.46
Total for 1.1 GENERAL FUND PERSONNEL SVCS			\$351,320.16
1.2 GENERAL FUND MATERIAL & SVC			
670 Contract Services			
04/13/2023	Merina+Co	Accounting Assistance	1,110.00
04/26/2023	Columbia County	HSEMC Support Fee	9,844.88
Total for 670 Contract Services			\$10,954.88
720 Public Fire Services			
04/07/2023	Amazon	Measuring Wheel	79.98
04/07/2023	International Code Council	Commentary & Tabs	316.00
04/19/2023	CombatBet	Challenge Coins	405.00
04/26/2023	Ace Hardware - Scappoose	10 U posts	75.90

Scappoose Rural Fire Protection District

Profit and Loss Detail

April 2023

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Total for 720 Public Fire Services			\$876.88
730 Property & Liability Insur.			
04/13/2023	S.D.I.S.	Liability 2022 Ambulance	204.00
04/13/2023	S.D.I.S.	Damage 2022 Ambulance	1,034.00
Total for 730 Property & Liability Insur.			\$1,238.00
740 Uniforms			
04/14/2023	Amazon	Boot care supplies	11.99
04/14/2023	Amazon	Boot care supplies	21.82
04/15/2023	Amazon	1000 ft paracord	69.99
04/26/2023	Beyond Uniforms & Apparel	T-shirts	888.46
Total for 740 Uniforms			\$992.26
750 Maintenance on Equipment			
04/13/2023	Sunset Auto Parts	snap ring	1.06
04/13/2023	Wilcox & Flegel	250 Gal Bio-diesel @ \$3.17452	795.32
04/13/2023	Phoenix USA	Wheel Simulator Parts	307.90
04/13/2023	Columbia Feed & Supply	Chainsaw parts	61.93
04/13/2023	St. Helens Auto Body	Squad 432 body work	2,678.95
04/13/2023	Pro Automotive & Diesel	2005 Ford F550 Headlamp Assembly	432.28
04/13/2023	Wilcox & Flegel	98.2 Gal unleaded @ \$3.27587	359.65
04/13/2023	Pro Automotive & Diesel	2008 GMC - Air Cond. Service	320.00
04/13/2023	Pro Automotive & Diesel	2008 Ford PU tires, oil filter, sensors	1,005.42
04/15/2023	Amazon	LED Indicator Lights	41.97
04/26/2023	Ace Hardware - Scappoose	Aluminum flat bar	16.58
04/26/2023	Sunset Auto Parts	3M adhesive & connectors	73.02
04/26/2023	Ace Hardware - Scappoose	Nylon Rope	19.99
04/26/2023	Sunset Auto Parts	Slide terminals	53.81
04/26/2023	Pro Automotive & Diesel	2008 GMC horn repair, oil change	1,015.00
04/26/2023	Wilcox & Flegel	180 Gal Bio-diesel @ \$3.10178	559.54
04/26/2023	Pro Automotive & Diesel	2008 GMC replace sway bar bracket	363.00

Scappoose Rural Fire Protection District

Profit and Loss Detail

April 2023

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Total for 750 Maintenance on Equipment			\$8,105.42
760 Administration			
04/03/2023	JAMF Software, LLC	monthly subscription	184.00
04/03/2023		Service fee - State Pool	0.10
04/04/2023		Record voided check #36289	-24.72
04/04/2023		Record voided check #35775	-490.00
04/12/2023	Fred Meyer	Refreshments for Swearing In	46.32
04/13/2023	Local Government Law Group	.6 hrs payroll analysis/FAA permit	156.00
04/13/2023	Pacific Office Automation, Inc.	Color copies	203.29
04/13/2023	Pacific Office Automation, Inc.	B & W copies	52.71
04/13/2023	A+ Engraving, LLC	nameplates, passports, member board for volunteers	98.75
04/13/2023	DocuMart Printing & Copying	Annual Report copies	292.62
04/14/2023	US Bank	Analysis Service Charge	16.95
04/16/2023	Amazon	office supplies	81.35
04/17/2023	Fred Meyer	Refreshments Fire Defense Board Mtg.	37.27
04/18/2023	Bamford Bakery	CCOM Telecom Wk.	85.90
04/19/2023	Amazon	Budget book dividers	74.57
04/21/2023	Reservations.com	Service fee	26.12
04/22/2023	Reservations.com	OFCA Lodging	389.73
04/22/2023	Secretary of State	FY21-22 Filing Fee	250.00
04/24/2023	FAADroneZone	UAS Registration	5.00
04/26/2023	Paychex Invoice	payroll processing invoice	202.85

Scappoose Rural Fire Protection District

Profit and Loss Detail

April 2023

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Total for 760 Administration			\$1,688.81
765 Information Technology			
04/03/2023	Apple Inc.	monthly storage	2.99
04/13/2023	Centerlogic, Inc.	3.5 hr @ \$115	402.50
04/13/2023	Centerlogic, Inc.	Monthly billing	1,676.50
04/13/2023	Verizon Wireless	Cell phones & iPads	576.76
04/13/2023	EMS Technology Solutions, LLC	Op IQ fleet mgmt licenses	120.00
04/13/2023	Kleinberg Tech	March report	250.00
04/13/2023	Comcast Business	Main station IT	253.85
04/13/2023	Verizon Wireless	Machine to machine	7.87
04/14/2023	Firms App Ltd	monthly recurring fee	6.52
04/18/2023	CenturyLink	Main station back-up	60.00
04/18/2023	CenturyLink	Holbrook modem	75.00
04/22/2023	Intuit Quickbooks	QBO monthly fee	85.00
04/26/2023	Spectrum VoIP	VOIP	30.56
04/26/2023	ImageTrend	Annual fee- EMS Performance Insight	682.50
04/26/2023	ImageTrend	Annual fee- Fire content	525.00
04/26/2023	Centerlogic, Inc.	4.50 hr @ \$115	517.50
04/26/2023	CenturyLink	Chapman Internet	83.57
04/26/2023	AT&T Mobility	Apr.. Wireless phone bill	455.42
04/26/2023	ImageTrend	Annual fee- EMS content	525.00
04/26/2023	ImageTrend	Annual fees - base continuum	1,575.00
04/26/2023	City of Portland	800 MHZ access	157.89
Total for 765 Information Technology			\$8,069.43
770 Cleaning Materials & Supplies			
04/12/2023	Amazon	papertowels	86.47
04/13/2023	Amazon	towels & tissue	145.16
04/14/2023	Amazon	Vacuum filters	20.89
04/18/2023	Amazon	Detergent	48.16
04/18/2023	Amazon	Dishwashing tabs	18.07
04/19/2023	Amazon	5 gal. Suds	48.36
Total for 770 Cleaning Materials & Supplies			\$367.11
775 Emerg. Operating Supplies			
04/18/2023	Witmer Public Safety Group Inc	1 pr. structural boots	625.76
04/24/2023	EnChroma	Specialized safety glasses	229.00

Scappoose Rural Fire Protection District

Profit and Loss Detail

April 2023

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Total for 775 Emerg. Operating Supplies			\$854.76
780 Building & Grounds Maint.			
04/02/2023	Amazon	4 ft lights	259.98
04/13/2023	Alonzo Yard Maintenance LLC	Chapman Station	200.00
04/13/2023	Alonzo Yard Maintenance LLC	Holbrook Station	200.00
Total for 780 Building & Grounds Maint.			\$659.98
790 Training			
04/04/2023	Delta Air	ImageTrend Conference Airfare	677.80
04/04/2023	Delta Air	ImageTrend Conference Airfare	677.80
04/04/2023	ImageTrend	PreConference Workshop	350.00
04/04/2023	ImageTrend	ImageTrend Connect Conference	899.00
04/04/2023		Record voided check #35847	-24.94
04/05/2023	ImageTrend	Preconference Workshop	350.00
04/06/2023	ImageTrend	Preconference workshop	350.00
04/13/2023	Dahlgren's Do It Best Builder's Supply	3 8x4x8 plywood	424.00
04/13/2023	Bernier, Kyle	OIT Winter Tuition reimbursement	714.63
04/13/2023	Curio, Kathryn	ImageTrend Airfare reimbursement	612.79
Total for 790 Training			\$5,031.08
810 Utilities			
04/13/2023	Comcast	Xfinity - Acct 0162514	29.81
04/13/2023	Graybar Financial Services	Voip phones	299.25
04/13/2023	P.G.E.	Cleetwood	105.07
04/13/2023	CRPUD	Boathouse Electricity	106.92
04/13/2023	CRPUD	Main Station Electricity	925.50
04/13/2023	N.W. Natural Gas	Monthly charges Acct 447881-4	310.41
04/13/2023	Waste Management of Oregon, Inc.	Mar. garbage/recycling	136.67
04/26/2023	CRPUD	Main Station Electricity	769.71
04/26/2023	CenturyLink	Main Station Fax	60.54
04/26/2023	CenturyLink	Chapman Phone	61.04
04/26/2023	CRPUD	Boathouse Electricity	79.40
04/27/2023	W.O.E.C.	Acct 13045001 - April billing	349.41

Scappoose Rural Fire Protection District

Profit and Loss Detail

April 2023

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Total for 810 Utilities			\$3,233.73
870 EMS Operations			
04/13/2023	Life-Assist, Inc.	EMS supplies	330.71
04/13/2023	Airgas - USA, LLC	Standard Invoice	231.80
04/13/2023	Systems Design West (SDW)	Mar. EMS billing	2,072.42
04/13/2023	Life-Assist, Inc.	EMS supplies	162.90
04/13/2023	EMS Technology Solutions, LLC	Op IQ inventory & asset mgmt licenses	150.00
04/13/2023	Airgas - USA, LLC	Standard Invoice	651.95
04/13/2023	Bound Tree Corp.	EMS supplies	255.99
04/13/2023	Airgas - USA, LLC	Cylinder Rental	77.24
04/13/2023	Life-Assist, Inc.	EMS supplies	1,273.61
04/13/2023	Sasek, Dean MD	Physician Advisor - Apr 2023	691.67
04/18/2023	Oregon Health Authority	Ambulance Service License	625.00
04/18/2023	CRACKYL Magazine	Magazine subscription	38.40
04/18/2023	Oregon Health Authority	3306, 3307, 3308 renewals	600.00
04/18/2023	North American Rescue Products	9 Heat reflective shell	582.30
04/26/2023	Life-Assist, Inc.	EMS supplies	1,095.46
04/26/2023	Life-Assist, Inc.	EMS supplies	112.50
Total for 870 EMS Operations			\$8,951.95
Total for 1.2 GENERAL FUND MATERIAL & SVC			\$51,024.29
Total for 1...			\$402,344.45
Total for 1..GENERAL FUND EXPENDITURES			\$402,344.45
2. GRANT FUND EXPENSE			
2.3 MATERIALS & SERVICES			
04/18/2023	Air Insight Consulting	RDPO Grant Stand Kits	1,747.50
04/19/2023	Amazon	RDPO Grant Buckets	659.88
04/19/2023	Online Labels	RDPO Grant labels	255.03
04/19/2023	Amazon	RDPO Grant wooden circles	20.99
04/19/2023	Hoodman Corporation	RDPO Drone landing pads	638.11
Total for 2.3 MATERIALS & SERVICES			\$3,321.51
Total for 2. GRANT FUND EXPENSE			\$3,321.51

Scappoose Rural Fire Protection District

Profit and Loss Detail

April 2023

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Unapplied Cash Bill Payment Expense			
04/25/2023	US Bank	April CC charges	-13,382.56
04/26/2023	US Bank	4-26-23	7,565.61
04/26/2023	US Bank	4-26-23	3,279.09
04/26/2023	US Bank	4-26-23	965.49
04/26/2023	US Bank	4-26-23	427.37
04/26/2023	US Bank	4-26-23	1,145.00
Total for Unapplied Cash Bill Payment Expense			\$0.00
Total for Expenses			\$405,665.96
Net Income			\$ -267,491.04

BUDGET VS ACTUAL

Scappoose Rural Fire Protection District

Budget vs. Actuals: FY2022-23 Budget - FY23 P&L

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
1. GENERAL FUND REVENUES				
Begin Available Cash on Hand	2,590,232.96	2,310,420.00	279,812.96	112.11 %
Conflagration	46,028.15	30,000.00	16,028.15	153.43 %
EMS Receipts	677,057.18	634,781.00	42,276.18	106.66 %
Fire Marshal	3,409.29	1,000.00	2,409.29	340.93 %
FireMed	22,536.25	20,000.00	2,536.25	112.68 %
G.E.M.T. (Medicaid)	174,682.56	50,000.00	124,682.56	349.37 %
Gas Royalties		20,000.00	-20,000.00	
Grant Awards	33,164.04	1,000.00	32,164.04	3,316.40 %
Interest Earned on Investments	73,267.38	5,000.00	68,267.38	1,465.35 %
Miscellaneous Revenue	38,063.94	60,528.00	-22,464.06	62.89 %
Property Taxes				
Taxes - Current				
Local Option Levy	2,938,385.76	2,897,007.00	41,378.76	101.43 %
Permanent Rate Levy	1,618,541.78	1,629,565.00	-11,023.22	99.32 %
HERT Turnover	119.44		119.44	
Total Permanent Rate Levy	1,618,661.22	1,629,565.00	-10,903.78	99.33 %
Total Taxes - Current	4,557,046.98	4,526,572.00	30,474.98	100.67 %
Taxes - Prior Years	106,652.21	85,000.00	21,652.21	125.47 %
Total Property Taxes	4,663,699.19	4,611,572.00	52,127.19	101.13 %
Total 1. GENERAL FUND REVENUES	8,322,140.94	7,744,301.00	577,839.94	107.46 %
2. GRANT FUND REVENUE				
Begin Available Cash on Hand	51,158.60		51,158.60	
Grant Award	10,000.00	1,000.00	9,000.00	1,000.00 %
Total 2. GRANT FUND REVENUE	61,158.60	1,000.00	60,158.60	6,115.86 %
3. PROPERTY FUND REVENUES				
Begin Available Cash On Hand	122,304.60	163,099.00	-40,794.40	74.99 %
Grant Income	200,000.00		200,000.00	
Interest Earned on Investments	9,665.87		9,665.87	
Transfers In	355,000.00	355,000.00	0.00	100.00 %
Total 3. PROPERTY FUND REVENUES	686,970.47	518,099.00	168,871.47	132.59 %
4. PERSONNEL SVCS FUND REVEN				
Begin Available Cash On Hand	106,665.60	58,128.00	48,537.60	183.50 %
Interest Earned on Investments	3,621.68		3,621.68	
Transfers In	100,000.00	100,000.00	0.00	100.00 %
Total 4. PERSONNEL SVCS FUND REVEN	210,287.28	158,128.00	52,159.28	132.99 %
Total Income	\$9,280,557.29	\$8,421,528.00	\$859,029.29	110.20 %
GROSS PROFIT	\$9,280,557.29	\$8,421,528.00	\$859,029.29	110.20 %
Expenses				
1..GENERAL FUND EXPENDITURES				

Scappoose Rural Fire Protection District

Budget vs. Actuals: FY2022-23 Budget - FY23 P&L

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
1...				
1.1 GENERAL FUND PERSONNEL SVCS				
550 Insurance	477,481.54	688,500.00	-211,018.46	69.35 %
560 Personnel Salaries	2,256,961.18	2,896,854.00	-639,892.82	77.91 %
570 SocSec/Medicare(FICA)	172,239.36	221,609.00	-49,369.64	77.72 %
580 Volunteer Services	15,779.89	20,000.00	-4,220.11	78.90 %
590 Personnel Benefits	598,841.28	781,810.00	-182,968.72	76.60 %
Total 1.1 GENERAL FUND PERSONNEL SVCS	3,521,303.25	4,608,773.00	-1,087,469.75	76.40 %
1.2 GENERAL FUND MATERIAL & SVC				
670 Contract Services	61,522.53	55,000.00	6,522.53	111.86 %
680 Communications Maintenance	2,938.26	15,000.00	-12,061.74	19.59 %
720 Public Fire Services	12,448.17	20,000.00	-7,551.83	62.24 %
730 Property & Liability Insur.	67,386.00	70,000.00	-2,614.00	96.27 %
740 Uniforms	7,526.52	20,000.00	-12,473.48	37.63 %
750 Maintenance on Equipment	92,173.82	150,000.00	-57,826.18	61.45 %
760 Administration	45,822.99	56,000.00	-10,177.01	81.83 %
765 Information Technology	94,516.86	120,000.00	-25,483.14	78.76 %
770 Cleaning Materials & Supplies	3,888.26	5,000.00	-1,111.74	77.77 %
775 Emerg. Operating Supplies	46,912.17	80,000.00	-33,087.83	58.64 %
780 Building & Grounds Maint.	44,387.31	114,000.00	-69,612.69	38.94 %
790 Training	84,879.21	85,000.00	-120.79	99.86 %
810 Utilities	28,274.62	40,000.00	-11,725.38	70.69 %
870 EMS Operations	101,746.65	160,000.00	-58,253.35	63.59 %
Total 1.2 GENERAL FUND MATERIAL & SVC	694,423.37	990,000.00	-295,576.63	70.14 %
1.3 GENERAL FUND CAPITL OUTLAY				
910 CO Equipment	103,000.09	225,528.00	-122,527.91	45.67 %
Total 1.3 GENERAL FUND CAPITL OUTLAY	103,000.09	225,528.00	-122,527.91	45.67 %
1.4 GENERAL FUND DEBT				
930 Debt Service Interest	4,260.54		4,260.54	
930 Debt Service Principal	59,392.18	65,000.00	-5,607.82	91.37 %
Total 1.4 GENERAL FUND DEBT	63,652.72	65,000.00	-1,347.28	97.93 %
Total 1...	4,382,379.43	5,889,301.00	-1,506,921.57	74.41 %
1.5 GENERAL FUND TRANSFER OUT				
Transfers to Personnel Services	100,000.00	100,000.00	0.00	100.00 %
Transfers to Property Fund	355,000.00	355,000.00	0.00	100.00 %
Total 1.5 GENERAL FUND TRANSFER OUT	455,000.00	455,000.00	0.00	100.00 %
1.6 GENERAL FUND CONTINGENCY		400,000.00	-400,000.00	
1.7 GENERAL RESERVED FOR FUTURE		1,000,000.00	-1,000,000.00	
Total 1..GENERAL FUND EXPENDITURES	4,837,379.43	7,744,301.00	-2,906,921.57	62.46 %
2. GRANT FUND EXPENSE				
2.3 MATERIALS & SERVICES	13,321.51	1,000.00	12,321.51	1,332.15 %

Scappoose Rural Fire Protection District

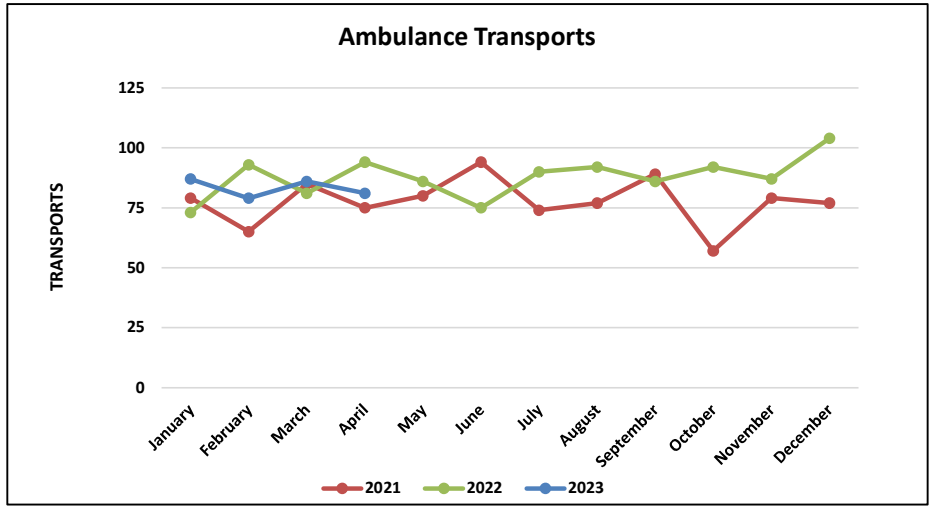
Budget vs. Actuals: FY2022-23 Budget - FY23 P&L

July 2022 - June 2023

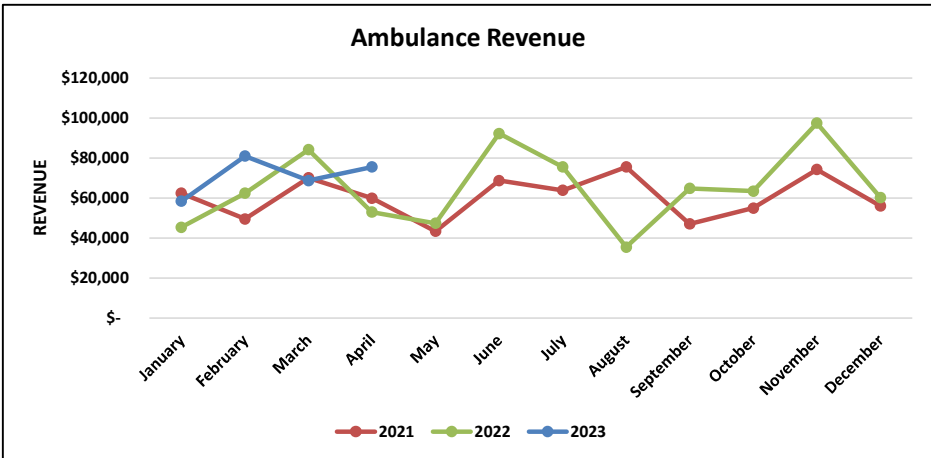
	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total 2. GRANT FUND EXPENSE	13,321.51	1,000.00	12,321.51	1,332.15 %
3. PROPERTY FUND CAPITAL OUTLAY				
EMS Apparatus & Equipment	238,434.82	220,599.00	17,835.82	108.09 %
Fire Apparatus & Equipment	37,373.48	250,000.00	-212,626.52	14.95 %
Miscellaneous Real Property		47,500.00	-47,500.00	
Total 3. PROPERTY FUND CAPITAL OUTLAY	275,808.30	518,099.00	-242,290.70	53.23 %
4. PERSONNEL SVC FUND EXPENSE				
Liability & Service	4,669.00	150,000.00	-145,331.00	3.11 %
Reserved for Future Expenses		8,128.00	-8,128.00	
Total 4. PERSONNEL SVC FUND EXPENSE	4,669.00	158,128.00	-153,459.00	2.95 %
Unapplied Cash Bill Payment Expense	0.00		0.00	
Total Expenses	\$5,131,178.24	\$8,421,528.00	\$ -3,290,349.76	60.93 %
NET OPERATING INCOME	\$4,149,379.05	\$0.00	\$4,149,379.05	0.00%
NET INCOME	\$4,149,379.05	\$0.00	\$4,149,379.05	0.00%

**AMBULANCE BILLING
&
TRANSPORT REPORT**

Month	2021	2022	2023
January	79	73	87
February	65	93	79
March	85	81	86
April	75	94	81
May	80	86	
June	94	75	
July	74	90	
August	77	92	
September	89	86	
October	57	92	
November	79	87	
December	77	104	



Month	2021	2022	2023
January	\$ 62,433	\$ 45,385	\$ 58,387
February	\$ 49,564	\$ 62,509	\$ 81,019
March	\$ 70,213	\$ 84,303	\$ 68,763
April	\$ 59,929	\$ 52,956	\$ 75,599
May	\$ 43,379	\$ 47,415	
June	\$ 68,789	\$ 92,324	
July	\$ 63,882	\$ 75,581	
August	\$ 75,612	\$ 35,455	
September	\$ 47,015	\$ 64,803	
October	\$ 55,047	\$ 63,485	
November	\$ 74,287	\$ 97,509	
December	\$ 56,095	\$ 60,188	



**MONTHLY RESPONSE
&
ACTIVITY REPORTS**

MONTHLY REPORT

SCAPPOOSE RURAL FIRE PROTECTION DISTRICT



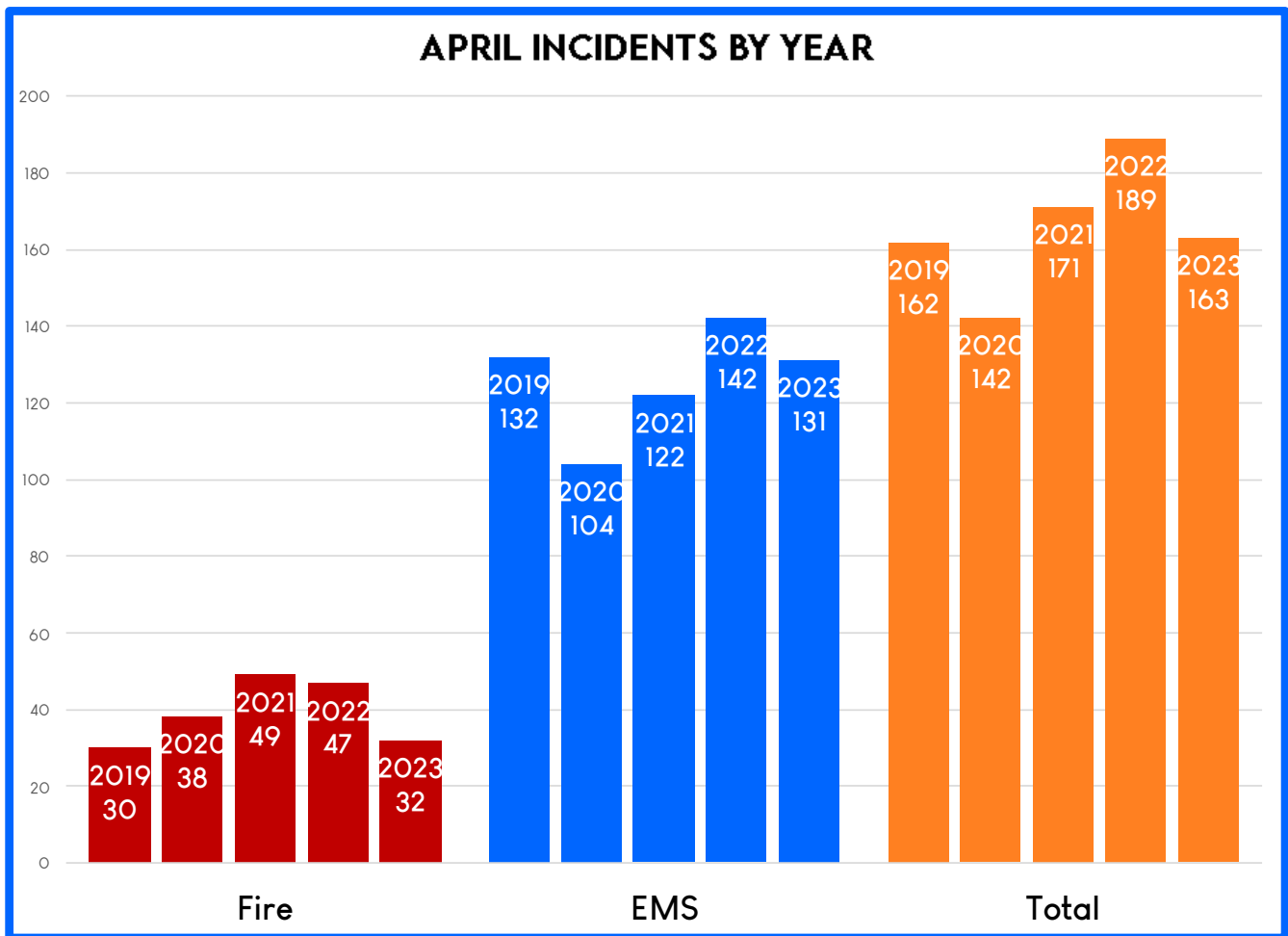
APRIL 2023

For the month of April, the ratio of EMS incidents to Fire incidents was 80% to 20% respectively. Total EMS related calls for the month were 131, including a total of 147 patients treated, with 81 of those transported to area hospitals. COVID-19 was suspected or confirmed in 2 patients.

Approximately 40% of the total call volume (163 incidents) represents overlapping calls (at least one other call in progress). Approximately 25% (13 incidents) of the 53 incidents that occurred during the hours of 8 PM to 8 AM represents overlapping calls. There were no incidents where unit(s) were deployed for more than two days. Either of these situations 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 163, with a total of 340 apparatus responses spending 204 hours and 40 minutes of time. Total Fire & EMS incidents for the same month in 2022 was 189. There were 13.76% less calls this month compared to the same month last year.

For the month of April, SRFD averaged 1.03 Fire calls per day and 4.23 EMS calls per day for an overall daily average of 5.26 calls per day.



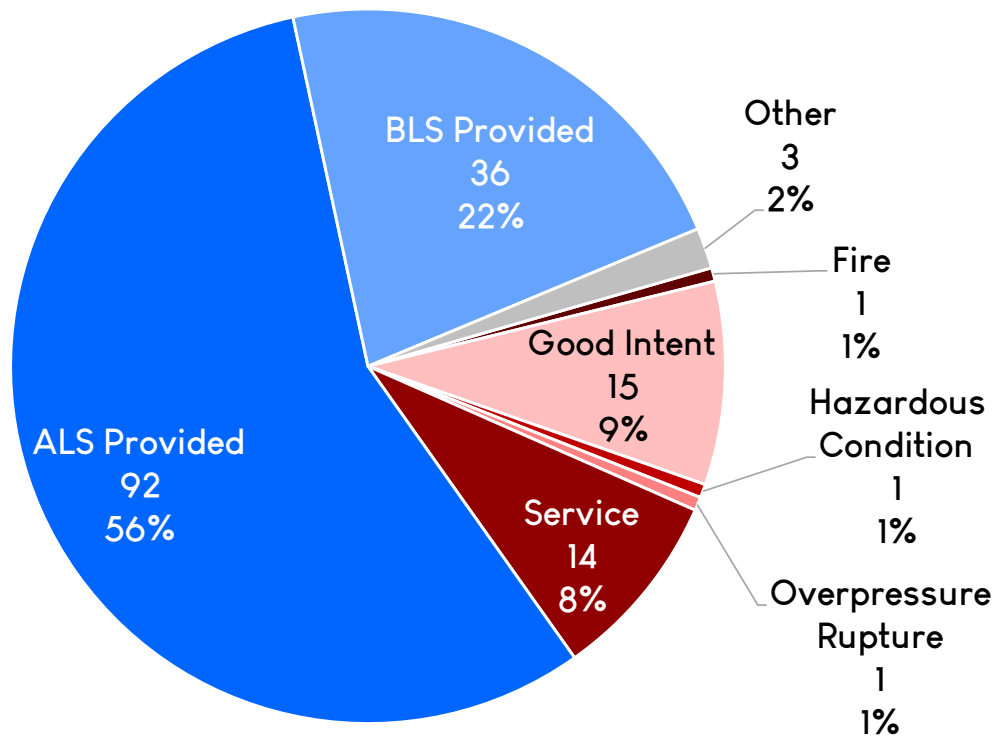
FIRE AND EMS CALL BREAKDOWN FOR APRIL 2023

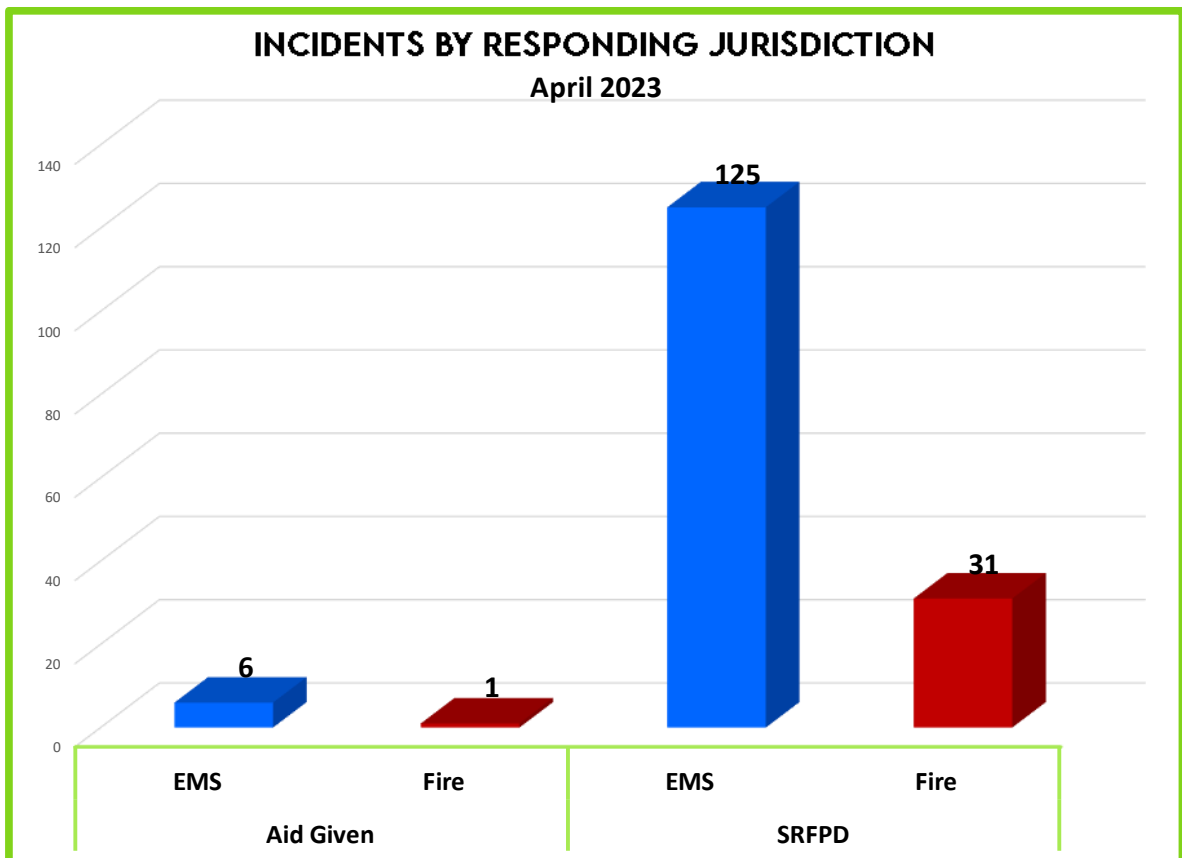
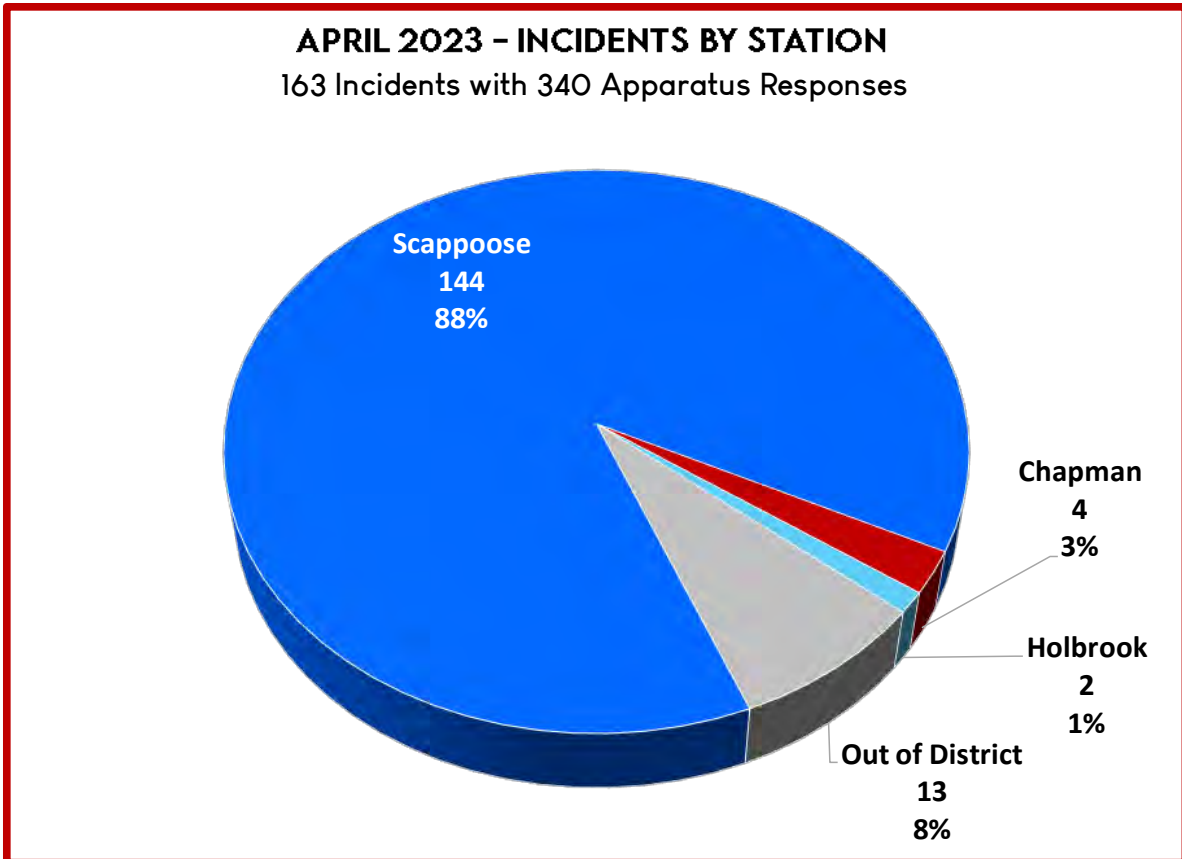
Fires	1
Hazardous Condition	1
Service Call	14
Good Intent	15
Other Assistance	1
False Alarm	0
FIRE CALLS TOTAL	32

ALS Provided	92
BLS Provided	36
Investigate	0
Cancelled	0
Other Assistance	3
EMS CALLS TOTAL	131

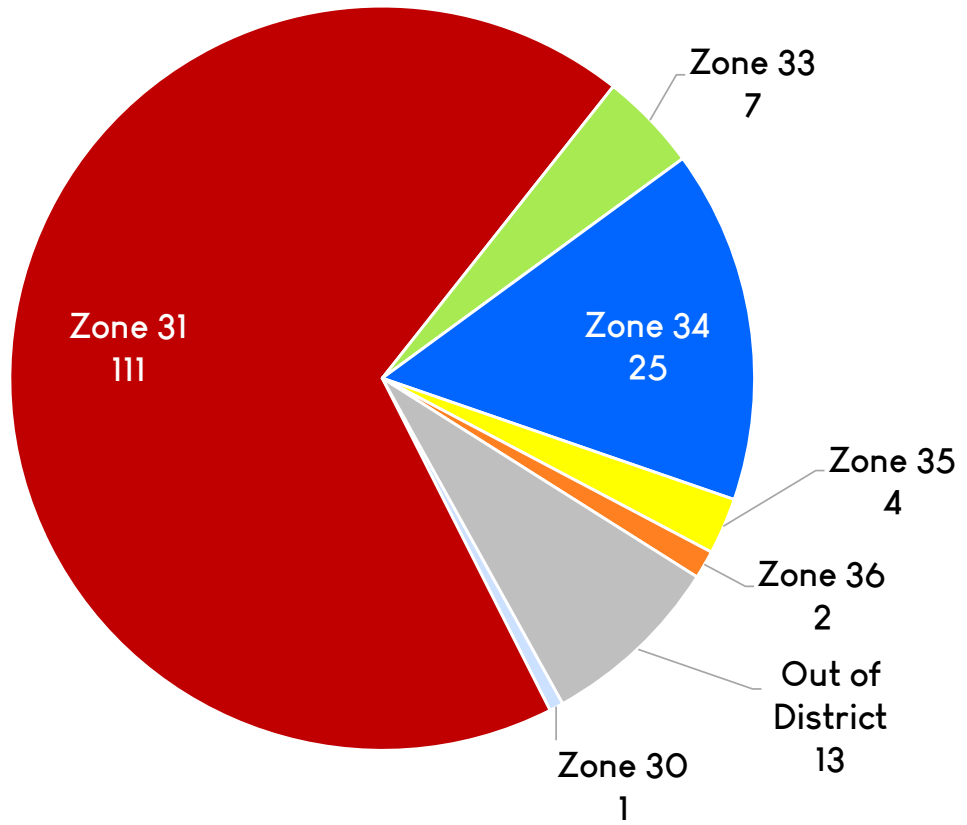
APRIL 2023 - CALLS BY TYPE

163 Incidents



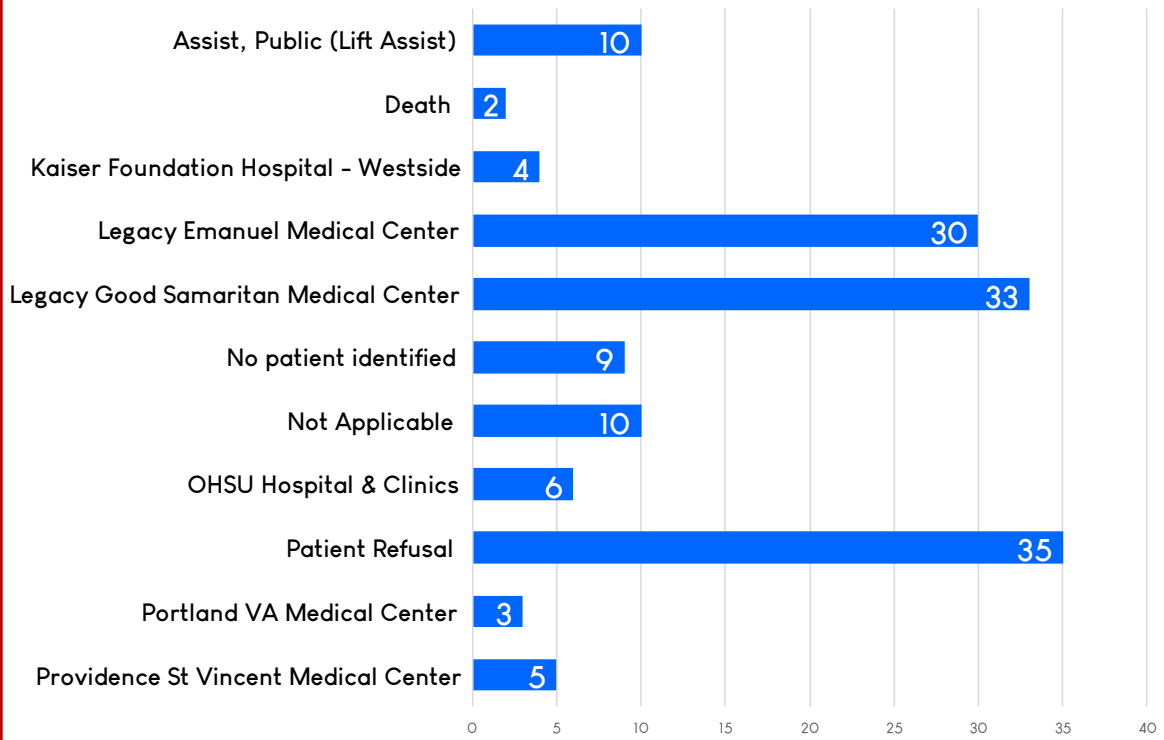


APRIL 2023 - INCIDENTS BY ZONE

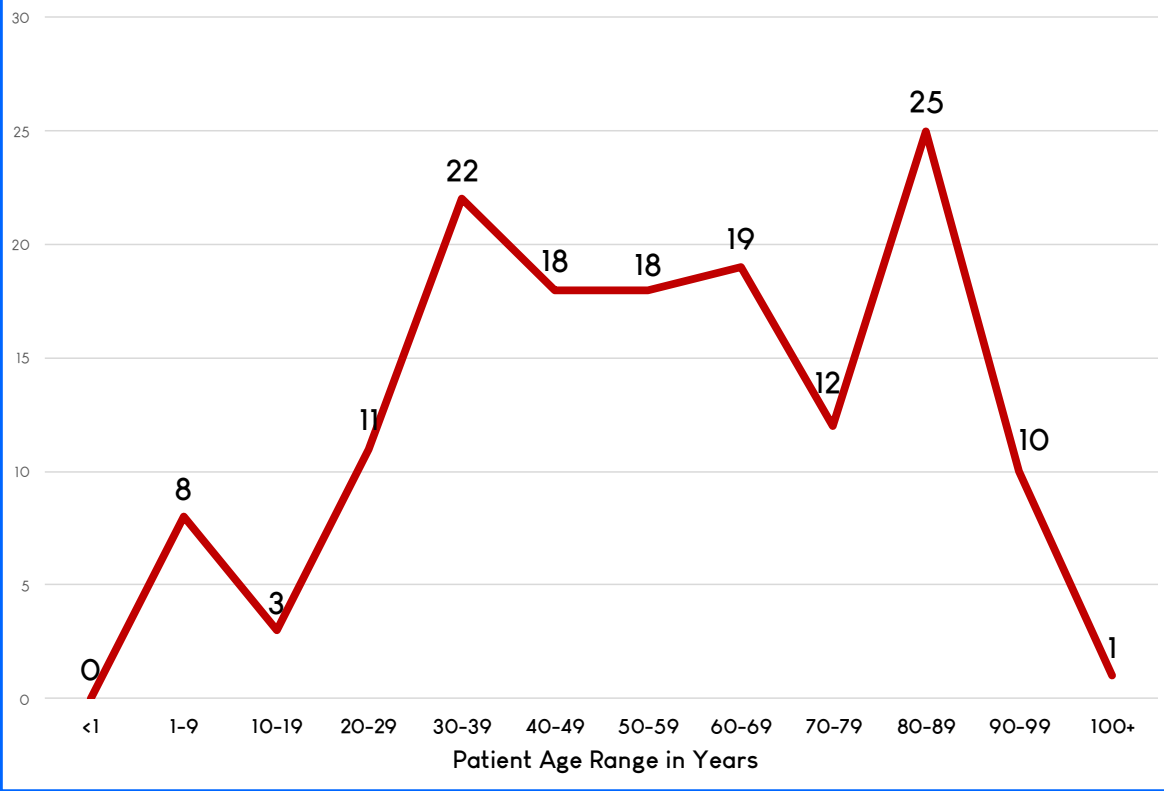


APRIL 2023 - PATIENT DISPOSTION

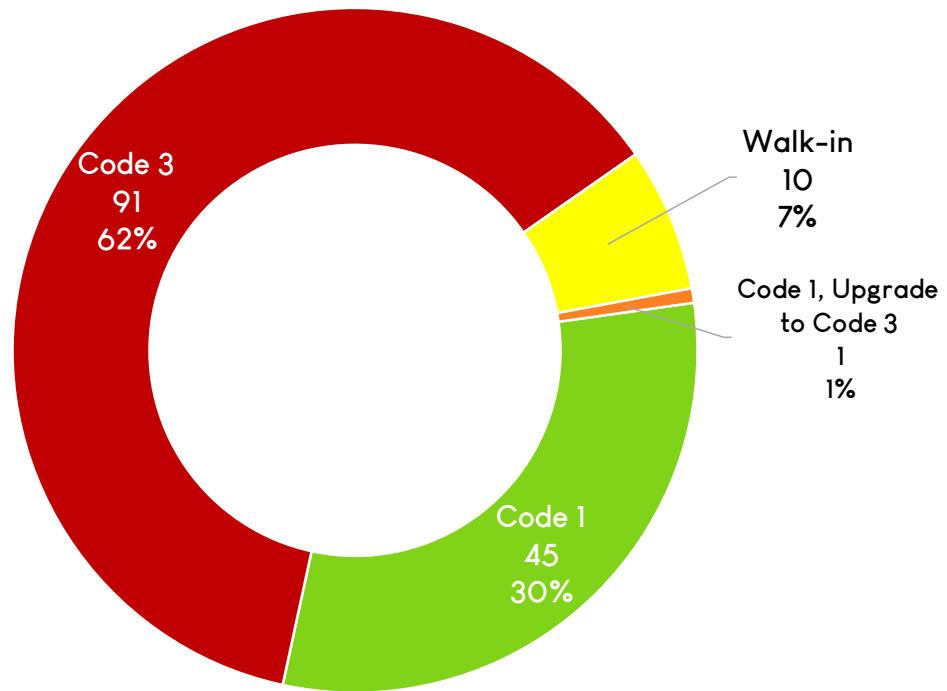
147 PATIENTS TREATED; 81 TRANSPORTED



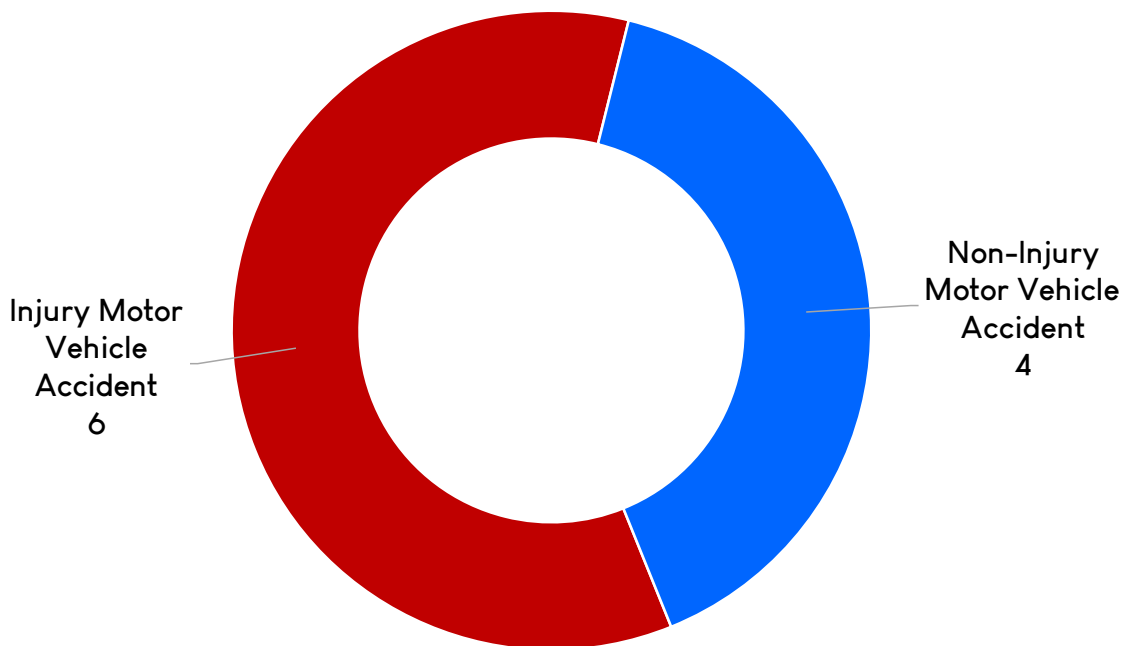
APRIL 2023 AGE OF 147 PATIENTS TREATED



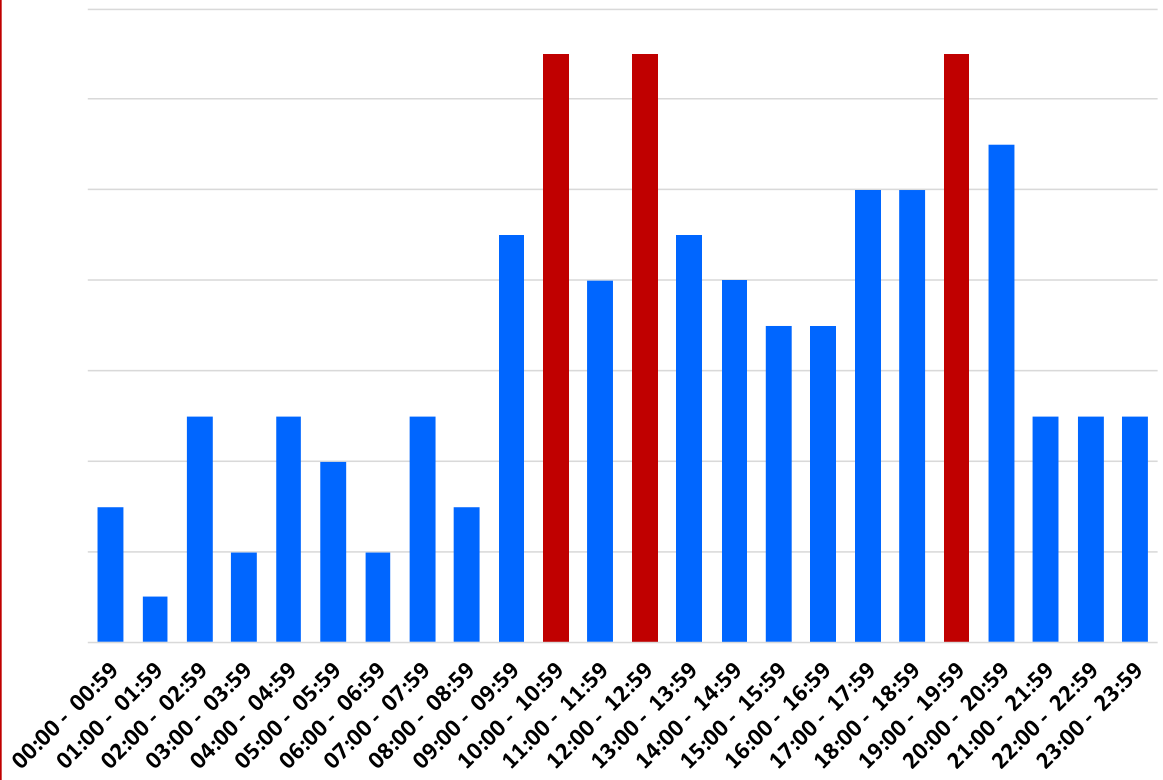
APRIL 2023 - EMS RESPONSE MODE



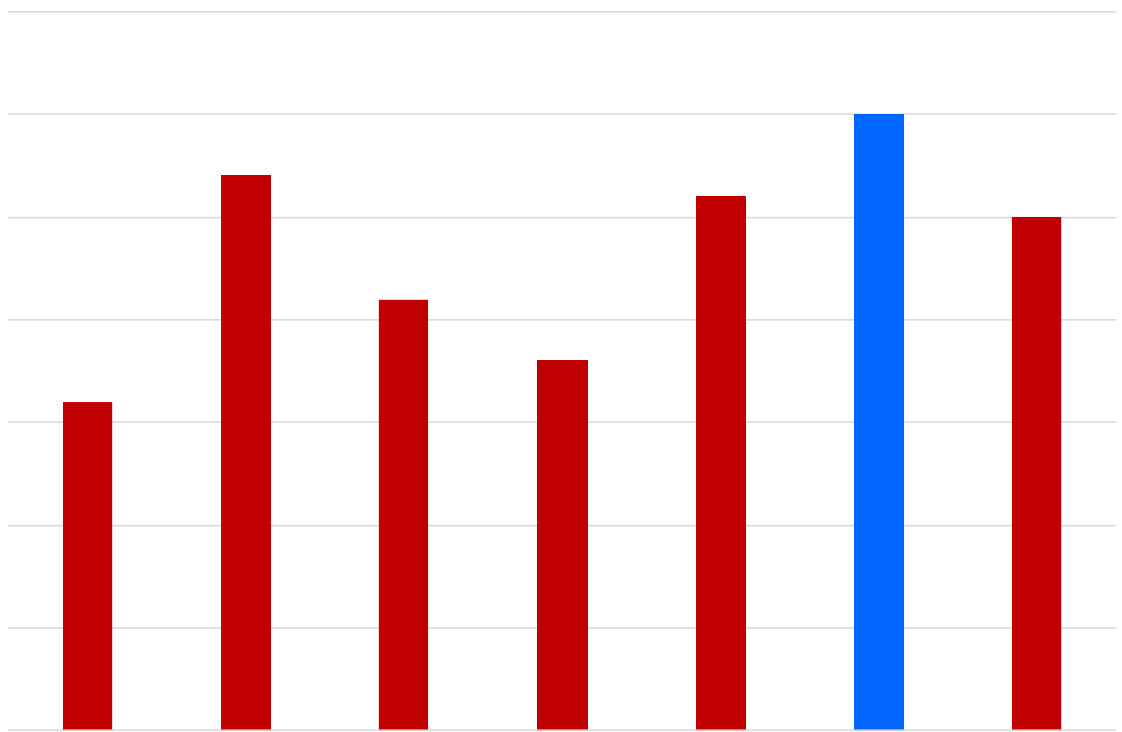
APRIL 2023 - 10 MOTOR VEHICLE ACCIDENTS



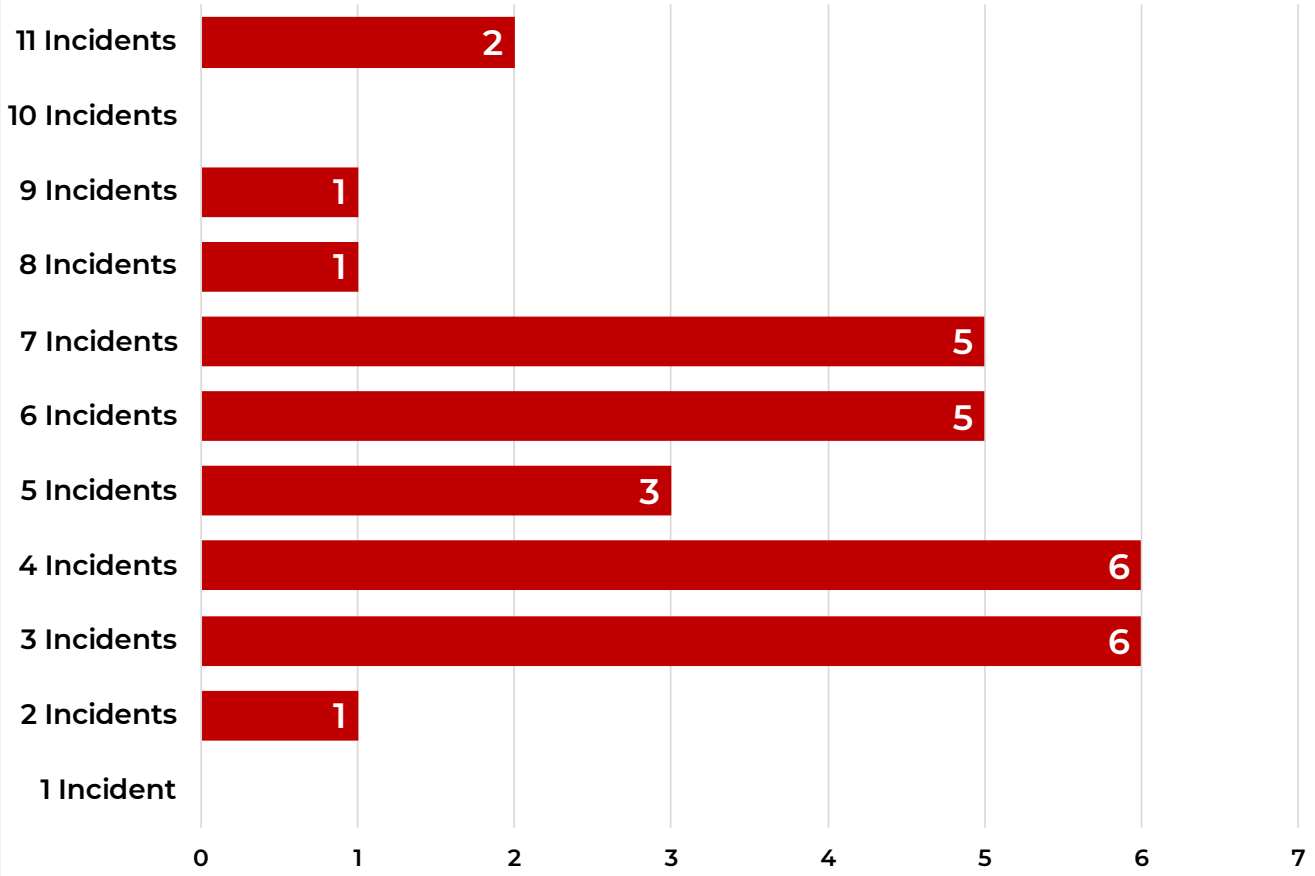
APRIL 2023 - INCIDENTS BY HOUR OF DAY



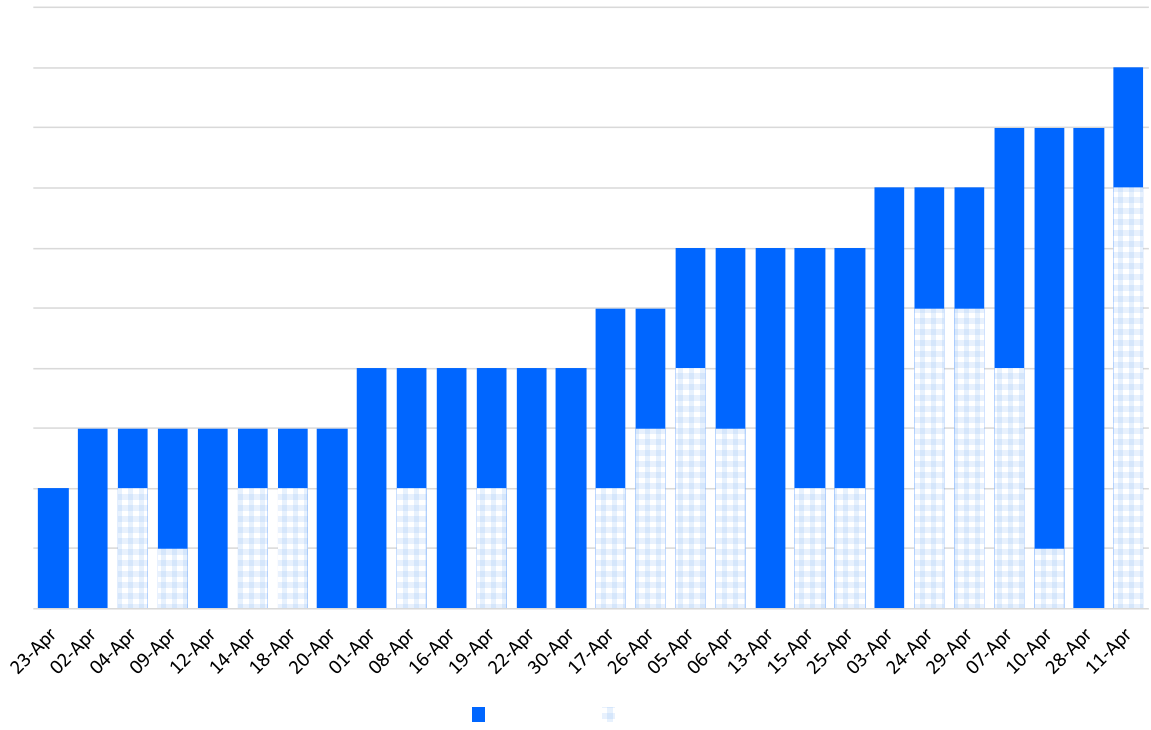
APRIL 2023 - INCIDENTS BY DAY OF WEEK



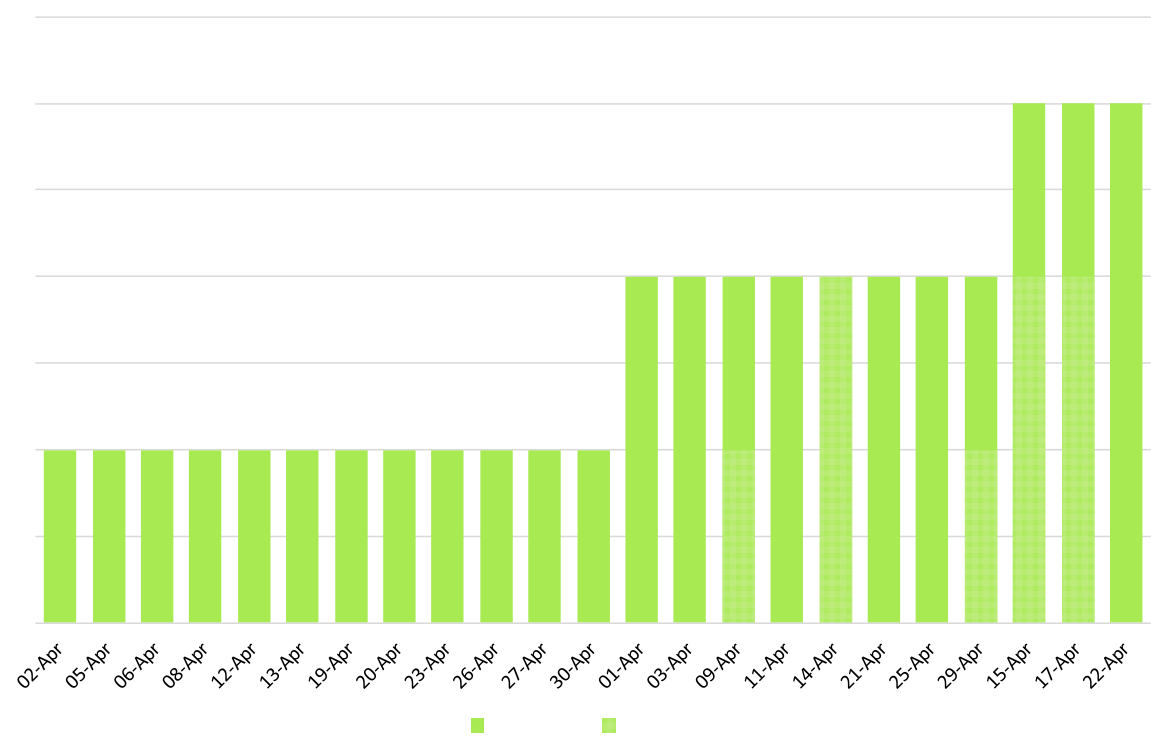
APRIL 2023 - INCIDENT COUNT BY DAYS



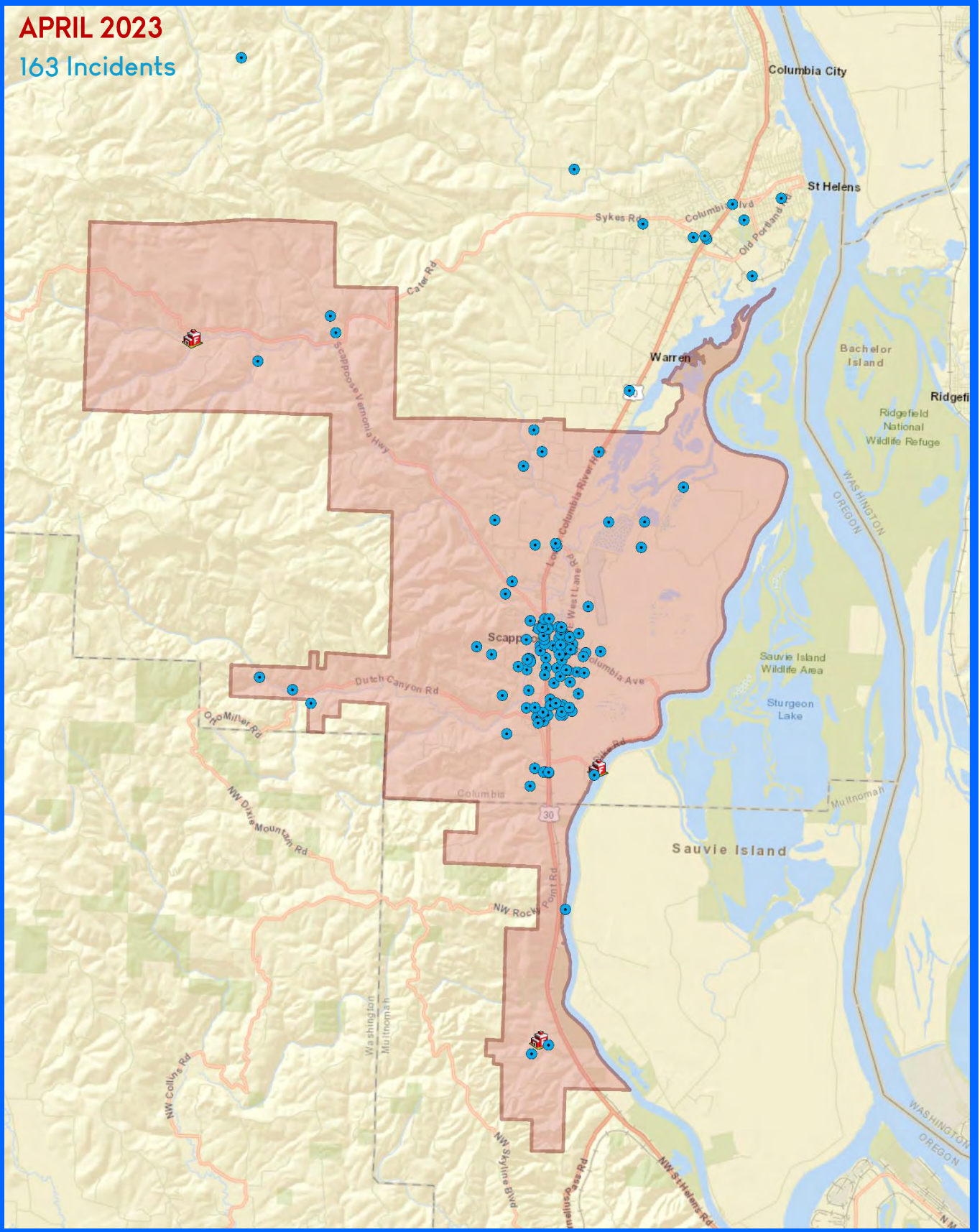
APRIL 2023 - DATES AND OVERLAPPING INCIDENTS



APRIL 2023 - DATES AND OVERLAPPING INCIDENTS



APRIL 2023
163 Incidents



April Flights

Flight #1	2023-04-30 19:19:40	Air Time: 00:08:32 Total Mileage (Miles): 1	Max Altitude (Feet): 176.8 Max Distance (Miles): 0
Takeoff Lat/Long: 45.701025,-121.530360 Above Sea Level (Feet): 512.5			
Max Bat Temp (f): 82.0	Takeoff Bat: 49% Takeoff mAh: 2818 Takeoff Volts: 21.975	Landing Bat: 20% Landing mAh: 1098 Landing Volts: 21.072	
Takeoff Degrees/Minutes/Seconds: 45° 42' 3.69"N, 121° 31' 49.30"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 51.1 Avg Wind: 14.8 Max Gust: 22.8			

Flight #2	2023-04-29 17:02:18	Air Time: 00:09:55 Total Mileage (Miles): 1	Max Altitude (Feet): 206.4 Max Distance (Miles): 0
Takeoff Lat/Long: 45.700837,-121.531161 Above Sea Level (Feet): 517.4			
Max Bat Temp (f): 93.2	Takeoff Bat: 49% Takeoff mAh: 2797 Takeoff Volts: 22.026	Landing Bat: 17% Landing mAh: 950 Landing Volts: 20.999	
Takeoff Degrees/Minutes/Seconds: 45° 42' 3.01"N, 121° 31' 52.18"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 44.4 Avg Wind: 13.7 Max Gust: 22.4			

Flight #3	2023-04-23 16:51:25	Air Time: 00:07:29 Total Mileage (Miles): 2	Max Altitude (Feet): 396.0 Max Distance (Miles): 1
Takeoff Lat/Long: 45.761871,-122.878982 Above Sea Level (Feet): 54.6			
Max Bat Temp (f): 78.3	Takeoff Bat: 94% Takeoff mAh: 5581 Takeoff Volts: 25.186	Landing Bat: 71% Landing mAh: 4108 Landing Volts: 23.02	
Takeoff Degrees/Minutes/Seconds: 45° 45' 42.74"N, 122° 52' 44.34"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 51.0 Avg Wind: 5.1 Max Gust: 9.4			

Flight #4	2023-04-23 16:21:56	Air Time: 00:27:40 Total Mileage (Miles): 1	Max Altitude (Feet): 509.2 Max Distance (Miles): 0
Takeoff Lat/Long: 45.761871,-122.878983 Above Sea Level (Feet): 54.6			
Max Bat Temp (f): 87.6	Takeoff Bat: 94% Takeoff mAh: 5400 Takeoff Volts: 24.903	Landing Bat: 14% Landing mAh: 769 Landing Volts: 20.715	
Takeoff Degrees/Minutes/Seconds: 45° 45' 42.74"N, 122° 52' 44.34"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 29.5 Avg Wind: 6.2 Max Gust: 14.2			

Flight #5	2023-04-23 15:41:37	Air Time: 00:26:19 Total Mileage (Miles): 0	Max Altitude (Feet): 65.0 Max Distance (Miles): 0
Takeoff Lat/Long: 45.761860,-122.879005 Above Sea Level (Feet): 54.4			
Max Bat Temp (f): 110.5	Takeoff Bat: 95% Takeoff mAh: 6300 Takeoff Volts: 12.476	Landing Bat: 20% Landing mAh: 1278 Landing Volts: 10.794	
Takeoff Degrees/Minutes/Seconds: 45° 45' 42.70"N, 122° 52' 44.42"W Drone Registration Number: FA3Y3HLWX Photos: 0 Videos: 0 Drone Name: EVO_2_UR4WX Drone Type: EVO2 Max Speed (mph): 13.3 Avg Wind: 10.5 Max Gust: 14.8			

Flight #6	2023-04-23 15:40:59	Air Time: 00:00:00 Total Mileage (Miles): 0	Max Altitude (Feet): 12.6 Max Distance (Miles): 0
Takeoff Lat/Long: 45.761860,-122.879005 Above Sea Level (Feet): 54.4			
Max Bat Temp (f): 69.4	Takeoff Bat: 96% Takeoff mAh: 6322 Takeoff Volts: 12.676	Landing Bat: 96% Landing mAh: 6318 Landing Volts: 12.625	
Takeoff Degrees/Minutes/Seconds: 45° 45'42.70"N,122° 52'44.42"W Drone Registration Number: FA3Y37HLWX Photos: 0 Videos: 0 Drone Name: EVO_2_UR4WX Drone Type: EVO2 Max Speed (mph): 0.1 Avg Wind: 0.0 Max Gust: 0.0			

Flight #7	2023-04-23 15:38:33	Air Time: 00:00:00 Total Mileage (Miles): 0	Max Altitude (Feet): 3.9 Max Distance (Miles): 0
Takeoff Lat/Long: 45.761875,-122.878998 Above Sea Level (Feet): 54.5			
Max Bat Temp (f): 67.1	Takeoff Bat: 97% Takeoff mAh: 6402 Takeoff Volts: 12.513	Landing Bat: 97% Landing mAh: 6392 Landing Volts: 12.656	
Takeoff Degrees/Minutes/Seconds: 45° 45'42.75"N,122° 52'44.39"W Drone Registration Number: FA3Y37HLWX Photos: 0 Videos: 0 Drone Name: EVO_2_UR4WX Drone Type: EVO2 Max Speed (mph): 0.1 Avg Wind: 0.0 Max Gust: 0.0			

Flight #8	2023-04-11 22:10:36	Air Time: 00:00:00 Total Mileage (Miles): 0	Max Altitude (Feet): 0.0 Max Distance (Miles): 0
Takeoff Lat/Long: Above Sea Level (Feet): 0.0			
Max Bat Temp (f): 67.5	Takeoff Bat: 48% Takeoff mAh: 2841 Takeoff Volts: 21.946	Landing Bat: 48% Landing mAh: 2838 Landing Volts: 22.039	
Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 0.0 Avg Wind: 0.0 Max Gust: 0.0			

Flight #9	2023-04-11 22:07:43	Air Time: 00:00:00 Total Mileage (Miles): 0	Max Altitude (Feet): 0.0 Max Distance (Miles): 0
Takeoff Lat/Long: 45.764728,-122.892933 Above Sea Level (Feet): 310.2			
Max Bat Temp (f): 67.5	Takeoff Bat: 49% Takeoff mAh: 5762 Takeoff Volts: 22.157	Landing Bat: 49% Landing mAh: 2883 Landing Volts: 22.096	
Takeoff Degrees/Minutes/Seconds: 45° 45'53.02"N,122° 53'34.56"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 0.0 Avg Wind: 0.0 Max Gust: 0.0			

Flight #10	2023-04-11 22:06:10	Air Time: 00:00:00 Total Mileage (Miles): 0	Max Altitude (Feet): 0.0 Max Distance (Miles): 0
Takeoff Lat/Long: 45.764728,-122.892933 Above Sea Level (Feet): 310.2			
Max Bat Temp (f): 68.9	Takeoff Bat: 49% Takeoff mAh: 5641 Takeoff Volts: 22.165	Landing Bat: 49% Landing mAh: 2809 Landing Volts: 22.112	
Takeoff Degrees/Minutes/Seconds: 45° 45'53.02"N,122° 53'34.56"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 0.0 Avg Wind: 0.0 Max Gust: 0.0			

Flight #11	2023-04-11 22:04:45	Air Time: 00:00:00 Total Mileage (Miles): 0	Max Altitude (Feet): 0.0 Max Distance (Miles): 0
Takeoff Lat/Long: 45.764728,-122.892933 Above Sea Level (Feet): 310.2			
Max Bat Temp (f): 69.1	Takeoff Bat: 48% Takeoff mAh: 2766 Takeoff Volts: 22.124	Landing Bat: 48% Landing mAh: 2752 Landing Volts: 22.068	
Takeoff Degrees/Minutes/Seconds: 45° 45'53.02"N,122° 53'34.56"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 0.0 Avg Wind: 0.0 Max Gust: 0.0			

Flight #12	2023-04-11 21:25:00	Air Time: 00:00:00 Total Mileage (Miles): 0	Max Altitude (Feet): 0.0 Max Distance (Miles): 0
Takeoff Lat/Long: 45.764728,-122.892933 Above Sea Level (Feet): 310.2			
Max Bat Temp (f): 67.8	Takeoff Bat: 47% Takeoff mAh: 5452 Takeoff Volts: 22.081	Landing Bat: 47% Landing mAh: 2674 Landing Volts: 21.98	
Takeoff Degrees/Minutes/Seconds: 45° 45'53.02"N,122° 53'34.56"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 0.0 Avg Wind: 0.0 Max Gust: 0.0			

Flight #13	2023-04-11 21:22:59	Air Time: 00:00:00 Total Mileage (Miles): 0	Max Altitude (Feet): 0.0 Max Distance (Miles): 0
Takeoff Lat/Long: 45.764728,-122.892933 Above Sea Level (Feet): 310.2			
Max Bat Temp (f): 67.8	Takeoff Bat: 48% Takeoff mAh: 5523 Takeoff Volts: 22.117	Landing Bat: 48% Landing mAh: 2755 Landing Volts: 22.068	
Takeoff Degrees/Minutes/Seconds: 45° 45'53.02"N,122° 53'34.56"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 0 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 0.0 Avg Wind: 0.0 Max Gust: 0.0			

Flight #14	2023-04-11 21:17:29	Air Time: 00:01:26 Total Mileage (Miles): 0	Max Altitude (Feet): 3.3 Max Distance (Miles): 0
Takeoff Lat/Long: 45.764744,-122.892916 Above Sea Level (Feet): 310.3			
Max Bat Temp (f): 71.1	Takeoff Bat: 34% Takeoff mAh: 4029 Takeoff Volts: 21.688	Landing Bat: 28% Landing mAh: 1512 Landing Volts: 20.868	
Takeoff Degrees/Minutes/Seconds: 45° 45'53.08"N,122° 53'34.50"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 1 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 0.0 Avg Wind: 0.0 Max Gust: 0.0			

Flight #15	2023-04-11 21:08:53	Air Time: 00:01:25 Total Mileage (Miles): 0	Max Altitude (Feet): 11.5 Max Distance (Miles): 0
Takeoff Lat/Long: 45.764743,-122.892919 Above Sea Level (Feet): 310.3			
Max Bat Temp (f): 70.9	Takeoff Bat: 41% Takeoff mAh: 2454 Takeoff Volts: 21.819	Landing Bat: 36% Landing mAh: 1927 Landing Volts: 21.144	
Takeoff Degrees/Minutes/Seconds: 45° 45'53.07"N,122° 53'34.51"W Drone Registration Number: FA3LM4AFFR Photos: 0 Videos: 1 Drone Name: UR4FR Drone Type: M30 Max Speed (mph): 7.6 Avg Wind: 1.1 Max Gust: 2.3			

Item #16	Total	Air Time: 01:22:46 Total Mileage (Miles): 5	
Photos: 0 Videos: 2			

STAFF REPORTS

Fire Chief Report

May

Meetings Attended

Date	Topic	Date	Topic
4/3/23	Meeting at CCOM with 4302	4/18/22	Mtg With Colonial Insurance
4/3/23	Meeting with City about Ordinance	4/18/22	Budget Meeting
4/3/23	Meeting with Emergency Manager	4/19/22	OMIC Hazards Mtg
4/4/23	RDPO Program Cmte. Mtg	4/20/22	ASA Meeting
4/4/23	RADIO Conference	4/21/22	Mtg with Dunkel about Surp. engine
4/5/23	RADIO Conference	4/24/22	C43 & 4302 meet with Care Oregon
4/6/23	Officers Mtg	4/23/22	Final Inspection
4/6/23	Budget Mtg	4/24/22	Mtg with chief Lintzberg
4/6/23	Meeting with 4701	4/25/22	Testify in salem against SB 812
4/6/23	RDPO Fire & EMS WG Mtg	4/26/22	OFCA Conference Bend
4/6/23	Mtg with 4302 and 4702	4/27/22	OFCA Conference Bend
4/10/23	WHA Insurance mtg		
4/10/23	Budget Mtg		
4/10/23	AUVSI Board Mtg		
4/12/23	Mtg wth PFB Arson Unit		
4/12/23	Mtg with Colonial Insurance		
4/12/23	FF. Zimbrick swearing in ceremony		
4/13/23	Board Mtg		
4/17/23	Fire Defense Board Mtg		

Hours Worked March: 207 Hours

On Call in January: 168 Hours (Call shifts minus office time)

TOTAL HOURS: 375

Training

Share Point

FIT Training in Beaverton

Projects

EMS Boundaries Multnomah County – *In Progress*

Draft Strategic Plan – *In Progress*

Fire Station Project ~ *In Progress*

OSFM HMEP Grant 2021 ~ *Completed UAS, still working on training grant*

UASI Grant for UAS Training ~ *Training Scheduled for May*

UASI Grant for UAS Detection for LEWG ~ *Ordered equipment, supply chain delay*

SHSGP ~ *Submitted an additional document for FEMA review before funds are to be released*

Senate Discretionary spending request ~ *Working on paperwork*

2022 AFG Grants ~ *Working through both projects, update on one in this board meeting*

Tender Project ~ *In progress*

Engine Project ~ *In Progress*

April finished with staff working in overdrive. We were actively working to complete the budget for the next fiscal year, understand our challenges from the previous year and make sure we did not have any gaps. One core component to this process was to work with the auditors to complete the audit from the previous fiscal year. While this process was laborious for the finance administrator, this provided us with a great opportunity to provide better analysis and reporting. One area that we are very focused upon is to make sure that all our grants (pass throughs) function through the budget process effectively. Over the last few years, we had some gaps. Thankfully, between the accountant firms we have been using and the auditor, we will be effective moving forward.

Another big change that has required significant time is future planning based upon the changes regionally. This has necessitated us to think beyond just the borders of our district, think about staffing models and how to best serve our community. Most of this will be reflected in our proposed budget.

April was also a busy month for our UAS program. Specifically, we have been asked to share what we have accomplished, how we can interface with others across the state and how people can access our material. Fortunately, we do not have any more commitments than May and the ORPIC training. This training will take two weeks and is the culmination of three years of work.

April was also included several inspections and repeat inspections for the new OMIC building. There is a lot happening at the facility in the way of fire and life safety. Included in this is very special alarm systems and alarm system functions. As a result, this necessitated returns to the building to make sure that all the intertwined systems actually worked.

One of the new components of the next fiscal year is a program that we were asked to participate in. Care Oregon reached out to us to have us start a Community Paramedic program. This program has been a project in the county for some time and its benefit serves many purposes. A brief two include a reduction of use on the hospital ER system and reduction of calls to the 911 system. This is accomplished through education, compassion, and basic assistance. This program will be covered almost in full by Care Oregon. We hope to start in either June or July depending on when the contract is signed.

One other position to note, is the addition of a daytime lieutenant. With all the vehicle, station and IT challenges we have experienced recently, this position will allow us to be focused on providing a better service. Additionally, looking forward to succession planning, we needed to plan for almost our entire officer core, who will be retiring at nearly the same time.

Lastly, I was able to attend the OFCA chiefs conference. It has been a while since I attended the conference. This was a great opportunity to collaborate and share information with my peers about some of the big challenges that we are all facing. There are many injects that are facing the fire service from ambulance service challenges, cost of emergency vehicles, legislation, labor relations and interfacing with our communities.

OPERATIONS REPORT

We are still having challenges with our aging fleet. This has kept one of our lieutenants very busy over the last month trying to keep everything up and running. This coupled with planning for the in-service of the new ambulance has stretched our staff.

We are still working with our vendor to nail down timelines and add-ons for the fire engine and water tender that are on order. There is an incredible amount of coordination with the manufacturer and our vendor on who will be doing what. The current timeline that have been described to us by the vendor are still showing that we will be able to have everything between December 2023 and or February 2024.

We submitted two different grants for staffing this year. One was for the Oregon SAFER and the other was to try and acquire \$35,000.00 in additional funds from the OSFM to be able to add an addition brush engine and crew over the summer months. Unfortunately, the competition for the Oregon SAFER was very high and our of the over 150 plus agencies that submitted requests, only 38 were awarded grants. We are still waiting to hear back from OSFM about the other grant.

Staff ordered several pallet loads of hose earlier this year to help us replace our aging and failing hose. The hose we are buying is Large Diameter Hose (LDH) and attack hose. We have been told that we will be able to take delivery of the hose before the end of this fiscal year. In the recent month, we have had several sections of hose fail while in training and on incidents.

We are working with image trend to implement the community paramedic module. There were several calls with the vendor to go over how this would take place and costs. Thankfully, the cost of the added module will be paid for by Care Oregon.

We met with Mr. Dunkel regarding one of our surplus engines. It looks like South Lane Fire will be taking that apparatus off our hands. We will be selling the engine for a dollar to this start up fire district that has a contract with South Lane Fire. This is important as we work to reduce the number of vehicles in our stations.

Holbrook station: Currently, there are no outstanding deficiencies and is operating within limits. However, we are planning on increasing the preventative maintenance for this facility in the next year as it has not had much support in quite some time.

Chapman station: The roof was covered in the areas of the leak. We need good weather and a couple more quotes before we can finish this project.

The Boat House station: Nothing to report at this time.

APPARATUS

APPARATUS TOTAL HOURS BY MONTH

	BR435	E431	E432	E435	M431	M432	M433	TW431
January	1,540	388			-	5,104	2,854	
February		406	3,424		-	5,232	2,882	6,607
March		418			-	5,261	2,901	
April	1,546			3,340	-	5,293	2,917	
May								
June								
July								
August								
September								
October								
November								
December								

APPARATUS TOTAL MILEAGE BY MONTH

	BR435	E431	E432	E435	M431	M432	M433	TW431
January	26,687	5,627			211,170	142,359	71,385	
February		5,805	53,162		212,006	145,840	72,133	98,373
March		6,030			214,682	146,526	72,641	
April	26,756			23,768	216,691	147,343	73,017	
May								
June								
July								
August								
September								
October								
November								
December								

**Division Chief Marks
May 2023**

April Projects:

Duty Shifts - Safety Program - Wellness Program
CQI Program – Compliance Data Collection - GEMT
Medicare Ground Ambulance Data Collection System (GADCS)
MPD Search

Drills / Activities / Meetings in April included

Admin Meetings	Fire Defense Board
Protocol Development	FTEP Follow-up
Meet with EMS Chiefs	County Public Health Listening meeting
MPD Interviews	ASA Draft Meetings
Run Card Review	FPAAC Summit
RDPO	EMS Leadership Meetings
Operations Committee	Columbia Pacific CPCCO

The access control system for the stations has been upgraded. I am still waiting on training with the contractor to see how the new software works. The contractor and IT are having security issues not allowing remote access to the system. They continue to work with our IT and the Access Control IT to solve the issue.

I continue to work on the civil service project as directed. This process is long and detailed. A draft copy has been provided to Chief Pricher and the labor group for review and comment. This project will continue.

I continue to work with the county EMS chiefs in search of ways to improve our systems in the county. Communication with these chiefs continues to improve as we work together more often to handle EMS issues. One big item being worked on currently is our Physician Advisor. Doctor Sasek has informed the EMS leadership he is looking to step away from his position for family reasons. He is working with the team on finding a replacement by providing some

recommendations. I have been designated as the lead for this project by the other EMS Chiefs of the county. We have interviewed three (3) physicians for this process and will be deciding shortly.

The ASA draft has been reviewed by county EMS leadership. The group had a meeting with Public Health on items in the draft with recommendations by the group to change some items. Public Health seemed very open to these ideas. We are waiting to see how they are incorporated into the document. Chief Pricher and I are also working with other ideas that could improve service throughout the county. These items could improve the collaboration between agencies.

I attended a listening session put on by Public Health regarding opioid use in the community. The county has received approx. two million dollars in settlement money from national cases. The county wanted to know how to best use the money received. The issue is the money will come over the next 18 years. This means the county will receive about \$81,00 a year in this program.

As reported last month, the new ambulance had some issues with the lettering on the rear making it unable to be licensed by the state. The new lettering has been received by Braun NW after another issue. Lt. Anderson is working with Braun to get this scheduled.

My Time Worked in April 2023	165 Hours
Call Time in April 2023 (time)	124 Hours (call shifts minus office time)
Total Hours for April 2023	289 Hours



Chief Bautista Report

May 2023

April Projects:

SRFD Fire Marshal Fee Schedule Proposal (Tabled)

SRFD Admin Support Internship program for Fire Prevention, EMS and Training (Tabled)

Update CCFiremarshal.com website (Tabled)

2023 Training Calendar (In progress)

Fire Marshal Duties:

Two (2) consults were conducted. Four (4) referral and acknowledgements were completed. Three (3) driveway inspections and two (2) final inspections were completed.

We were able to complete one (1) company fire inspection in April. Logistics and scheduling continue to be a challenge.

Training Duties:

The Volunteer Firefighter Academy has completed the live fire burn portion of the academy and completing the wildland courses. In May they will move into the EMR academy and their wildland skills day.

FF Bernier completed his 9-month firefighter skills exam, which includes pumper operator skills in the month of April. We will be working with FF Wenner's new shift to schedule his exam.

FF Hughes completed his 6-month skills test and is now moving into the pumper operator phase of his probation.

The two-day NFPA Common Passenger Vehicle Extrication Technician course was cancelled due to low in-house attendance and logistical issues.

NFPA Apparatus Operator with Aerial Device course has been completed, a total of five (5) members attended the training. A course will be scheduled in the Fall for remaining members needing the training.

We conducted an NFPA Driver practical assessment for two volunteer firefighters, both successful passed their tests. We have submitted their applications for certification with DPSST. Thanks for all the members who helped with the testing process.

Lastly, the NFPA Live Fire Instructor hybrid course was completed, we have a total of six (6) students registered, five (5) completed the course. Students consisted of a combination of volunteer and career members. The skills assessment was completed during the live fire drill for the Volunteer Firefighter Academy.

April Meetings:

Date	Meeting and/or Topic
4/4/23	Driveway Consult Cater Road (North of Boozer RD)
4/6/23	Officers Meeting
4/6/23	Driveway Inspection - Carter RD (North of Boozer RD)
4/11/23	Driveway Inspection 56975 Mollenhour Rd.
4/11/23	OMIC Dedication Ceremony
4/12/23	Fire Service Referral and Acknowledgement - V23-04
4/12/23	4303 Final Inspection @ 52127 Rabinsky Rd.
4/12/23	Exposure Device Meeting with Dr. Tolentino
4/12/23	C-Shift Company Inspection -InRoads Credit Union
4/12/23	FF Zimbrick Swearing In Ceremony
4/13/23	Aztec Films Media Packet Inquiry
4/13/23	Final Driveway Inspection 50440 Canary LN
4/13/23	Driveway Inspection 19326 NW Morgan Rd
4/13/23	Driveway Consult Rabinsky RD
4/13/23	Board Meeting
4/16/23	Columbia County Volunteer Firefighter Academy Live Fire
4/18/23	LCROTA Meeting
4/18/23	Referral and Acknowledgment NCU 23-02
4/18/23	Referral and Acknowledgement RDA 23-03
4/18/23	CF Climb/Firefighter Stairclimb Planning

Upcoming Chief Officer Development:

Youth Firesetting Prevention and Intervention R0629

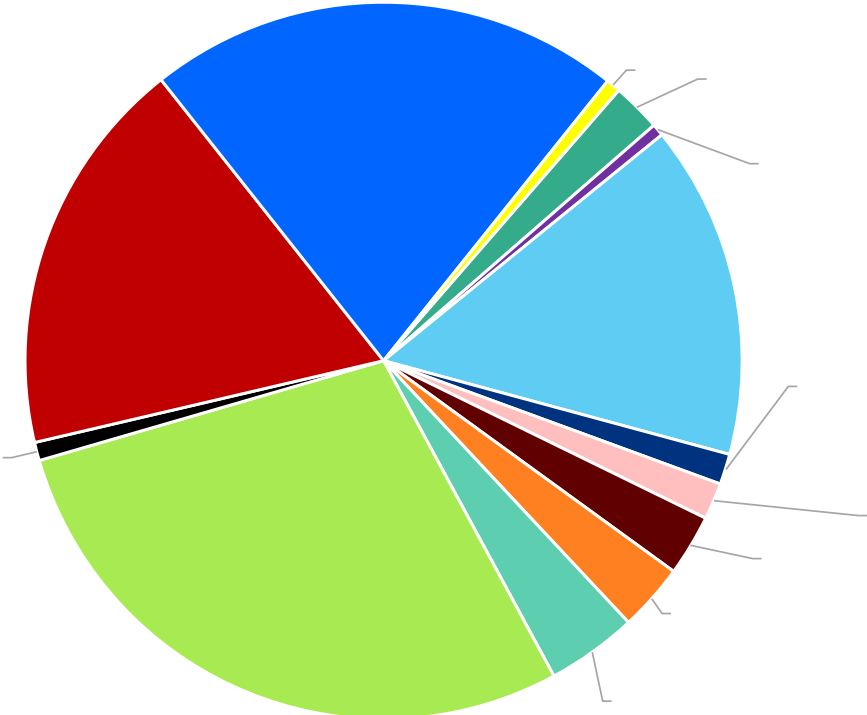
NFPA Conference & Expo

Upcoming Training:

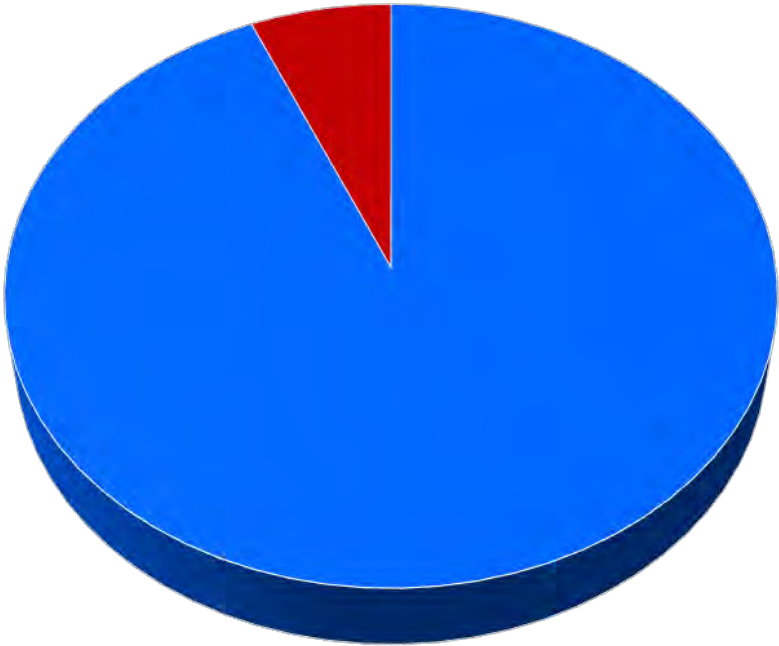
Total hours for April 2023: 267.25 hours (139.25 hours & 128 Duty Officer On-call hours, minus office hours)



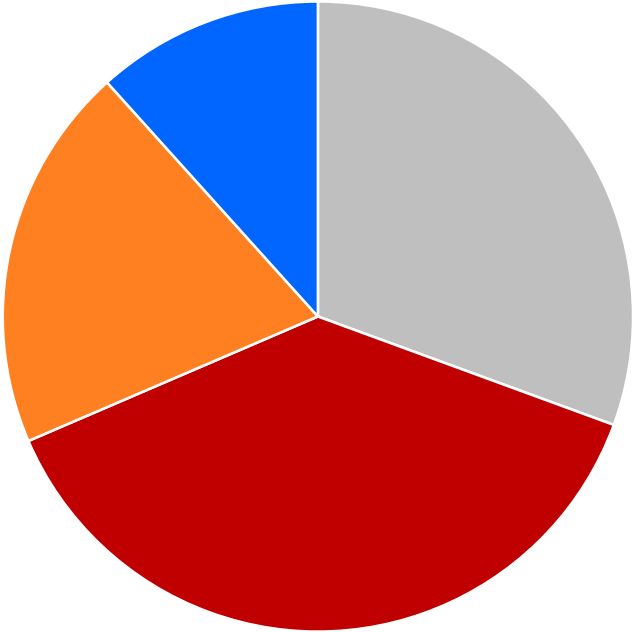
APRIL 2023 - TRAINING HOURS BY SUB-CATEGORY



APRIL 2023 - VOLUNTEER & CAREER TRAINING HOURS



APRIL 2023 - TRAINING HOURS BY SHIFT



**Member Outreach / Battalion Aide Green Report
May 2023**

Training / Drill:

This month was another excellent month of drill night participation with the volunteers. Was able to come to rope class and finish rope ops and tech taskbooks. We have 3 new recruits in the onboarding process with another 3 possible in the next month or so. We have had tremendous interest.

Projects:

Finished the volunteer handbook, waiting for final approval from Chief. Currently finishing getting new recruits onboarded. Also working on a mentor handbook to be used with this influx of new recruits. They will be assigned a mentor. Various PIO projects as needed hoping to finish taskbook soon.

Upcoming Classes:

Signed up for upcoming ORPIC class. Inspector 1 and 2 in two weeks. PIO completed and taskbook started.

May 2023 Finance Report – FA Heath

Revenue:

General Fund revenues continue to run ahead of budgeted amounts, except for Miscellaneous Revenue. Larger than expected deposits for the following line items contributed to a total General Fund income of \$136,256 in April:

- EMS revenue: \$75,599
- GEMT revenue: \$22,168 (\$124,683 over budget)
- Tax turnover: \$26,875 (this includes prior year taxes)
- Interest earned on investments: \$12,203 allocated across funds

Expenditures:

With 83% of the fiscal year complete, our expenses slowed in April. There are still large ticket transactions to be completed prior to June 30, 2023, however most projections on spending remain under budget. Total General Fund expenditures were \$402,344 in April. The following major purchases were made this month:

- Ready Rebound: \$6,050
- Columbia County Homeland Security & Emergency Management Commission (HSEMC) annual support fee: \$9,845
- Image Trend annual fees: \$3,308
- US Bank credit card expenses: \$13,383
- Image Trend Conference fees: \$3,917

FY21-22 Audit:

The audit is complete, and the report has been filed with the Secretary of State's Office. The management and governance letters have been sent to the Board. The auditors stated: "...the financial statements present fairly, the respective financial position of the District" (pg. 1). In connection with our testing nothing came to our attention that caused us to believe the District was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants..." (pg. 31).

FY23-24 Budget:

Documents were made available to the budget committee and public on Monday, May 1, 2023.

OLD BUSINESS

COMMITTEE REPORTS

MISCELLANEOUS

NEW BUSINESS



MEMORANDUM

TO: Scappoose Fire District Board

FROM: Fire Chief Pricher

SUBJECT: IGA with the City of Scappoose Fire Fire Code Enforcement

DATE: May 8th 2023

Requested Action: Authorize staff to sign agreement

Critical date for action: Not critical

Purpose:

Over the last year, the City of Scappoose and the Fire District have been working together to better effect Fire Code violations in the city. After several meetings with city staff, researching past and current ordinances, the city recently adopted a new ordinance and established a resolution for the board to consider.

Over the years, there has been no way for the fire district to dissuade bad behavior when people in the community burn illegally, shoot off fireworks and or do not comply with the Oregon Fire Code. As a result, the city wishes to extend police powers (fire districts normally do not have this ability) to help curtail the abusers of the fire code. Normally, we write a citation, but that citation has no teeth. We can send citizens to collections, but this often costs more in time and money than its worth.

With this IGA, we will be able to for the first time, cite violators into municipal court. This will hopefully deescalate some of the repeated bad behaviors we have experienced.

The fire district has no intention of automatically citing people into court, but as a last result, this will bolster what we already have in place with our current fire code ordinance.

Impact:

There will be no economic impact to the district in the implementation of this IGA. The district may see recovery from fines associated with fire code violations, but this is not anticipated to be a revenue stream.

We do recognize that there will be some additional time required to train some of our staff in this, but we will most likely accomplish this on shift.

Lastly, we have no intent on using this in a way that will cause concern for the community. This IGA and the associated authorizations that it will give us, is intended to be used as a last resort.

Contact person(s):

Jeff Pricher

Attachments: (Included IGA)

Options:

1. Authorize staff to sign the IGA
2. Request more information.
3. Take another month to consider this.
4. Other option not included in this memo.

Conclusion:

We think that this is a step in the right direction. At some point we may want to approach the county to be able to have some of the same privileges. Vernonia Fire has this ability covering their entire district in Columbia County. We would become the second agency in the county to have this ability as a fire district.

c file
r.f.

RESOLUTION NO. 23-06

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN SCAPPOOSE RURAL FIRE PROTECTION DISTRICT AND CITY OF SCAPPOOSE RELATING TO FIRE CODE ENFORCEMENT

WHEREAS, ORS 190.010 allows Oregon units of local government to enter into written agreements with another unit of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have the authority to perform; and,

WHEREAS, the City of Scappoose ("City") possesses the power, authority, and responsibility to enforce municipal codes and regulations within its boundaries; and,

WHEREAS, Scappoose Rural Fire Protection District ("SRFD") does not currently possess the authority to issue citations for violations of the Oregon Fire Code within the City's boundaries; and,

WHEREAS, City and SRFD desire to enter into an agreement to provide SRFD with the authority to issue citations for violations of the Fire Code within the City's boundaries; and

WHEREAS, City and SRFD agree that an instrument to enforce the provisions of the Fire Code is necessary to protect the fire and life-safety of Scappoose residents.

NOW, THEREFORE BE IT RESOLVED,

SECTION 1: RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: APPROVAL. The Scappoose City Council hereby authorizes the City Manager to enter the City of Scappoose into an intergovernmental agreement with the Scappoose Rural Fire Protection District. The intergovernmental agreement is attached hereto as **Exhibit A** and incorporated herein by this reference.

SECTION 3: EFFECTIVE DATE. This Resolution shall take effect upon its passage and approval.

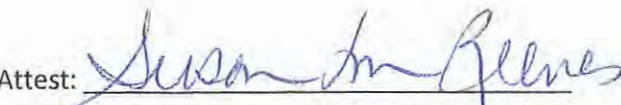
PASSED AND ADOPTED by the City Council this 17th day of April, 2023 and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON



Joseph A. Backus, Mayor

Attest:



Susan M. Reeves, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN SCAPPOOSE RURAL FIRE PROTECTION DISTRICT AND
CITY OF SCAPPOOSE, OREGON RELATING TO FIRE CODE ENFORCEMENT**

This Agreement is entered into by Scappoose Rural Fire Protection District, a municipal corporation of the State of Oregon (hereinafter SRFD), and the City of Scappoose, a municipal corporation of the State of Oregon (hereinafter City), collectively, "the parties," pursuant to the authority granted by ORS Chapter 190.

WHEREAS, the City possesses the power, authority, and responsibility to enforce municipal codes and regulations within its boundaries; and

WHEREAS, SRFD has provided and will continue to provide fire protection and emergency medical services within the City's boundaries since January 1, 1980; and

WHEREAS, SRFD adopted the Oregon Fire Code, with Amendments, with the adoption of SRFD Ordinance No. 17-02; and

WHEREAS, SRFD does not currently possess the authority to issue citations for violations of the Oregon Fire Code (hereinafter Fire Code) within the City's boundaries; and

WHEREAS, the City adopted Ordinance 906, An Ordinance Regulating Fireworks in the City of Scappoose; Amending Scappoose Municipal Code Title 8, Creating Chapter 8.26, Fireworks; and Rescinding Resolution 22-11; and

WHEREAS, the parties desire to enter into an agreement to provide SRFD with the authority to issue citations for violations of the Fire Code within the City's boundaries; and

WHEREAS, the parties have recognized a need to provide a venue for the enforcement of citations issued by SRFD; and

WHEREAS, the City of Scappoose Municipal Court can provide such a venue, and the City agrees to provide its municipal court services to enforce the adopted Fire Code.

NOW, THEREFORE, pursuant to ORS 190.010, the City and SRFD hereby agree:

1. Fire Code Enforcement Services. For the term of this Agreement, SRFD will:
 - a. Possess the authority for the enforcement and issuance of citations for fire-related violations of the most recently adopted Fire Code, Scappoose Municipal Code, or any emergency order pertaining fire and life-safety issued by local, state, or federal agencies within the boundaries of or applicable to the City.
 - b. Possess the authority to confiscate illegal fireworks which are categorically banned within the boundaries of the City.
 - c. Possess the authority to confiscate legal fireworks used in violation of the provisions of SMC Chapter 8.26.

- d. Notify the City's Municipal Court of any citations issued by SRFD within the boundaries of the City.
- e. Attend or provide testimony to the Scappoose Municipal Court, as necessary.

2. Issuance of Citations. For the term of this Agreement, SRFD will:

- a. Issue citations in accordance with the most currently adopted SRFD Master Fee Schedule for violations of the adopted Fire Code.
- b. Issue citations in accordance with the Scappoose Municipal Code for fire and life-safety violations specific to the Scappoose Municipal Code.

3. Indemnification.

- a. SRFD Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify and hold harmless SRFD and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against SRFD, the City shall defend the same as its sole cost and expense; provided that SRFD reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against SRFD, and its officers, agents, and employees, or any of them, or jointly against SRFD and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- b. City Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, SRFD shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of SRFD, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, SRFD shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and SRFD and their respective officers, agents, and employees, or any of them, SRFD shall satisfy the same.
- c. Liability Related to City Ordinances. Policies. Rules and Regulations. In executing this Agreement, SRFD does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance,

policy, custom, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, SRFD, or an individual officer assigned to the City, the City shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a City policy or ordinance is unconstitutional and/or violates a person's rights, the City shall indemnify County and any involved individual officer. The City's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. The sole intent of this provision is to make the City liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation, and is not intended to override the provisions of 3a and 3b that make each party liable for its own actions.

4. Termination Process. Either party may initiate a process to terminate this agreement as follows:
 - a. Notice of Termination. If either party wishes to terminate this agreement, they shall provide the other party with a 30-day written notice of intent to terminate the Agreement.
5. Fee Revenue and Administrative Costs.
 - a. For revenue received from citations issued pursuant to the enforcement of the Fire Code, the City shall retain 5% of the fee for administrative overhead costs to the City. SRFD shall receive 95% of the fee revenue resulting from citations issued in accordance with Section 2(a) of this Agreement.
6. Duration. This Agreement is effective upon authorization and signature by both parties. The term of this agreement is effective upon execution by both parties and shall renew annually unless terminated by the parties in accordance with Section 4 of this Agreement.
7. Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.
8. Agreement Administration:
 - a. Agreement Administrators. The City Manager (City) and Fire Chief (SRFD) shall serve as agreement administrators to review agreement performance and resolve operational problems.
 - b. Agreement Dispute Issues. Agreement dispute issues involving agreement language interpretation or cost matters shall be referred to the City Manager and Fire Chief.
 - c. Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by SRFD or City during the term of this Agreement and three years after termination.
9. Third Party Beneficiaries. SRFD and City are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall

be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this contract.

10. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be made upon the Fire Chief and the City Manager, and either hand-delivered, or sent by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty (30) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Columbia County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon.
12. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by fire, riot, pandemic, strike, or acts of God, terrorism, or war where such cause was beyond reasonable control.
13. Survival. The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
15. Warranties. The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
16. Entire Agreement and Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of SRFD, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below:

CITY OF SCAPPOOSE

By: 

Name Printed: Alexandra Rains

Date: 4/19/23

Approved as to Form:

Legal Counsel for City of Scappoose

Peter O. White

SCAPPOOSE RURAL FIRE PROTECTION DISTRICT

By: _____

Name Printed: _____

Date: _____

Approved as to Form:

Legal Counsel for Scappoose Rural Fire Protection District

**INTERGOVERNMENTAL AGREEMENT BETWEEN SCAPPOOSE RURAL FIRE PROTECTION DISTRICT AND
CITY OF SCAPPOOSE, OREGON RELATING TO FIRE CODE ENFORCEMENT**

This Agreement is entered into by Scappoose Rural Fire Protection District, a municipal corporation of the State of Oregon (hereinafter SRFD), and the City of Scappoose, a municipal corporation of the State of Oregon (hereinafter City), collectively, "the parties," pursuant to the authority granted by ORS Chapter 190.

WHEREAS, the City possesses the power, authority, and responsibility to enforce municipal codes and regulations within its boundaries; and

WHEREAS, SRFD has provided and will continue to provide fire protection and emergency medical services within the City's boundaries since January 1, 1980; and

WHEREAS, SRFD adopted the Oregon Fire Code, with Amendments, with the adoption of SRFD Ordinance No. 17-02; and

WHEREAS, SRFD does not currently possess the authority to issue citations for violations of the Oregon Fire Code (hereinafter Fire Code) within the City's boundaries; and

WHEREAS, the City adopted Ordinance 906, An Ordinance Regulating Fireworks in the City of Scappoose; Amending Scappoose Municipal Code Title 8, Creating Chapter 8.26, Fireworks; and Rescinding Resolution 22-11; and

WHEREAS, the parties desire to enter into an agreement to provide SRFD with the authority to issue citations for violations of the Fire Code within the City's boundaries; and

WHEREAS, the parties have recognized a need to provide a venue for the enforcement of citations issued by SRFD; and

WHEREAS, the City of Scappoose Municipal Court can provide such a venue, and the City agrees to provide its municipal court services to enforce the adopted Fire Code.

NOW, THEREFORE, pursuant to ORS 190.010, the City and SRFD hereby agree:

1. Fire Code Enforcement Services. For the term of this Agreement, SRFD will:
 - a. Possess the authority for the enforcement and issuance of citations for fire-related violations of the most recently adopted Fire Code, Scappoose Municipal Code, or any emergency order pertaining fire and life-safety issued by local, state, or federal agencies within the boundaries of or applicable to the City.
 - b. Possess the authority to confiscate illegal fireworks which are categorically banned within the boundaries of the City.
 - c. Possess the authority to confiscate legal fireworks used in violation of the provisions of SMC Chapter 8.26.

- d. Notify the City's Municipal Court of any citations issued by SRFD within the boundaries of the City.
 - e. Attend or provide testimony to the Scappoose Municipal Court, as necessary.
2. Issuance of Citations. For the term of this Agreement, SRFD will:
- a. Issue citations in accordance with the most currently adopted SRFD Master Fee Schedule for violations of the adopted Fire Code.
 - b. Issue citations in accordance with the Scappoose Municipal Code for fire and life-safety violations specific to the Scappoose Municipal Code.
3. Indemnification.
- a. **SRFD Held Harmless.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify and hold harmless SRFD and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against SRFD, the City shall defend the same as its sole cost and expense; provided that SRFD reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against SRFD, and its officers, agents, and employees, or any of them, or jointly against SRFD and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
 - b. **City Held Harmless.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, SRFD shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of SRFD, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, SRFD shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and SRFD and their respective officers, agents, and employees, or any of them, SRFD shall satisfy the same.
 - c. **Liability Related to City Ordinances. Policies. Rules and Regulations.** In executing this Agreement, SRFD does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance,

policy, custom, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, SRFD, or an individual officer assigned to the City, the City shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a City policy or ordinance is unconstitutional and/or violates a person's rights, the City shall indemnify County and any involved individual officer. The City's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. The sole intent of this provision is to make the City liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation, and is not intended to override the provisions of 3a and 3b that make each party liable for its own actions.

4. Termination Process. Either party may initiate a process to terminate this agreement as follows:
 - a. Notice of Termination. If either party wishes to terminate this agreement, they shall provide the other party with a 30-day written notice of intent to terminate the Agreement.
5. Fee Revenue and Administrative Costs.
 - a. For revenue received from citations issued pursuant to the enforcement of the Fire Code, the City shall retain 5% of the fee for administrative overhead costs to the City. SRFD shall receive 95% of the fee revenue resulting from citations issued in accordance with Section 2(a) of this Agreement.
6. Duration. This Agreement is effective upon authorization and signature by both parties. The term of this agreement is effective upon execution by both parties and shall renew annually unless terminated by the parties in accordance with Section 4 of this Agreement.
7. Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.
8. Agreement Administration:
 - a. Agreement Administrators. The City Manager (City) and Fire Chief (SRFD) shall serve as agreement administrators to review agreement performance and resolve operational problems.
 - b. Agreement Dispute Issues. Agreement dispute issues involving agreement language interpretation or cost matters shall be referred to the City Manager and Fire Chief.
 - c. Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by SRFD or City during the term of this Agreement and three years after termination.
9. Third Party Beneficiaries. SRFD and City are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall

be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this contract.

10. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be made upon the Fire Chief and the City Manager, and either hand-delivered, or sent by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty (30) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Columbia County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon.
12. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by fire, riot, pandemic, strike, or acts of God, terrorism, or war where such cause was beyond reasonable control.
13. Survival. The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
15. Warranties. The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
16. Entire Agreement and Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of SRFD, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below:

CITY OF SCAPPOOSE

By: _____

Name Printed: _____

Date: _____

Approved as to Form:

Legal Counsel for City of Scappoose

SCAPPOOSE RURAL FIRE PROTECTION DISTRICT

By: _____

Name Printed: _____

Date: _____

Approved as to Form:

Legal Counsel for Scappoose Rural Fire Protection District

RESOLUTION NO. 23-06

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN SCAPPOOSE RURAL FIRE PROTECTION DISTRICT AND CITY OF SCAPPOOSE RELATING TO FIRE CODE ENFORCEMENT

WHEREAS, ORS 190.010 allows Oregon units of local government to enter into written agreements with another unit of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have the authority to perform; and,

WHEREAS, the City of Scappoose (“City”) possesses the power, authority, and responsibility to enforce municipal codes and regulations within its boundaries; and,

WHEREAS, Scappoose Rural Fire Protection District (“SRFD”) does not currently possess the authority to issue citations for violations of the Oregon Fire Code within the City’s boundaries; and,

WHEREAS, City and SRFD desire to enter into an agreement to provide SRFD with the authority to issue citations for violations of the Fire Code within the City’s boundaries; and

WHEREAS, City and SRFD agree that an instrument to enforce the provisions of the Fire Code is necessary to protect the fire and life-safety of Scappoose residents.

NOW, THEREFORE BE IT RESOLVED,

SECTION 1: RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: APPROVAL. The Scappoose City Council hereby authorizes the City Manager to enter the City of Scappoose into an intergovernmental agreement with the Scappoose Rural Fire Protection District. The intergovernmental agreement is attached hereto as **Exhibit A** and incorporated herein by this reference.

SECTION 3: EFFECTIVE DATE. This Resolution shall take effect upon its passage and approval.

PASSED AND ADOPTED by the City Council this ____ day of April, 2023 and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON

Joseph A. Backus, Mayor

Attest: _____
Susan M. Reeves, MMC, City Recorder

ORDINANCE NO. 914

**AN ORDINANCE AMENDING THE SCAPPOOSE MUNICIPAL CODE TITLE 8,
CHAPTER 8.08 (FIRE PREVENTION REGULATIONS)**

WHEREAS, the City of Scappoose (“City”) desires to provide authority to the Scappoose Rural Fire Protection District (“SRFD”) to enforce the adopted Oregon Fire Code (“Fire Code”) within the boundaries of the City; and

WHEREAS, SRFD does not currently possess the authority necessary to issue citations for violations of the adopted Oregon Fire Code within the City’s boundaries; and

WHEREAS, the City and SRFD have recognized a need to provide a venue for the enforcement of citations issued by SRFD; and

WHEREAS, the Scappoose Municipal Court can provide such a venue; and

WHEREAS, Title 8, Chapter 8.08 of the Scappoose Municipal Code (SMC) provides for Fire Prevention Regulations pertaining; and

WHEREAS, this ordinance adds a new section to SMC Title 8, Chapter 8.08 to provide SRFD with the requisite authority to enforce the Fire Code.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF SCAPPOOSE ORDAINS AS
FOLLOWS:**

Section 1. Title 8, Chapter 8.08 of the Scappoose Municipal Code is hereby amended as indicated in Exhibit A, attached hereto and hereby incorporated by reference.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. This ordinance is effective thirty (30) calendar days after passage.

PASSED AND ADOPTED by the City Council this ____ day of May, 2023, and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON

Joseph A. Backus, Mayor

First Reading:
Second Reading:

Attest: _____
Susan M. Reeves, MMC, City Recorder



MEMORANDUM

TO: Scappoose Fire District Board of Directors

FROM: Division Chief Marks

SUBJECT: Civil Service Commission

DATE: May 11, 2023

History:

During the November 8, 2023, Board of Commissioners meeting, the Board Directed staff to investigate a new Civil Service Commission. This project was long, but staff feels a set of draft rules have been created to enable to project to move forward. This work was completed in collaboration between the labor group and administration. The Civil Service Commission needs to be recognized by the Board of Directors through a Resolution. Resolution 22/23-001 has been added on the agenda for the first reading at tonight's meeting.

Impact:

There will be minimal impact to staff after the initial uplift and set up. The district already pays for services through a testing company (National Testing Network), so the only cost will be for a chief examiner. This cost will need to be negotiated once an examiner has been selected. Staff time will be affected due to hosting meetings at the Scappoose Station. These are public meetings meaning posts will have to be made and minutes posted. These items should be within the bandwidth of current staff.

Availability of funding: Already in the budget under contract services.

Coordination: This project will be coordinated by Staff.

Contact person(s): Chief Pricher & Division Chief Marks

Recommendations / Options:

- 1) After the second reading of SRFD Ordinance 22/23-001 a motion is necessary to approve the ordinance. Once the ordinance is approved, it will be entered at the County Clerks office for official record.
- 2) Request more info.
- 3) Do Nothing.

Conclusion: The adoption of a new Civil Service Commission will give the organization more control over how the rules are established, changed and followed to ensure they meet the letter of ORS. This will also give other agencies the ability to work more collaboratively on a system.

Scappoose Rural Fire Protection District

Civil Service System & Rules

Initial Adoption in 2023

Revision 1 Adopted _____

Commissioners 1:
 2:
 3:

RULE 1

STATEMENT OF PURPOSE

The Purpose of these rules is to implement and give effect to the provisions of the District's Civil Service Ordinances as Follows:

- Scappoose Rural Fire District Ordinance# _____ "Civil Service System"

These rules are meant to establish a Civil Service System covering the employees of the Fire District, and to implement Civil Service Ordinances/Resolutions which comply with the exemption in ORS 242.704 (1). The rules are intended to substantially accomplish the general purposes of ORS 242.702 to ORS 242.824.

Sections of the Rules may be superseded by relevant Federal, State, or local law, or District collective bargaining agreements.

The Rules are intended to provide the manner in which competitive examinations shall be held, and appointments, promotions, demotions, transfers, reinstatements, suspensions and dismissal shall be made. Nothing in these Rules is intended to supersede provisions of collective bargaining agreements related to layoff and disciplinary issues.

The Rules are meant to be a guideline for the conduct of competitive examinations and not meant to limit the Civil Service Commission from approving or implementing examinations which utilize methods not specifically detailed in these Rules. The Rules shall always be interpreted with the goal of hiring and retaining the most qualified candidates and shall not be interpreted such that employees or candidates who may not be successful may make demands to change or alter processes or results of actions taken under these Rules, if the Commission otherwise determines such processes or results to be sound.

The purpose of these Rules is meant to find the best qualified candidates for appointment not to provide grounds for appeal by unsuccessful candidates.

These Rules may be applied to other Fire Districts that may desire to participate in this Civil Service system when:

- The Fire District(s) enter into an IGA with the member Districts to support the Civil Service System.
- The Fire District(s) petition the current member Districts to join this system, and
- The Fire District(s) duly pass an ordinance/resolution within their jurisdiction to join the Scappoose Rural Fire Protection District Civil Service Commission at which time the name of the commission will be adjusted to include petitioning member agencies.

RULE2

DEFINITIONS

1. **APPOINTING POWER:** Refers to the Board of Directors, or its designee, of the member District with the authority to hire or promote any position subject to Civil Service.
2. **APPOINTMENT:** All methods of selecting or employing any person to hold a position subject to Civil Service.
3. **“Burden of Proof”** is the duty placed upon a party to prove or disprove a disputed fact. The standard of proof placed on the party is the preponderance of evidence (i.e., the party must show that the weight of the evidence is in their favor).
4. **CERTIFICATION:** The process of the Civil Service Commission or the Chief Examiner relating to the appointing power, upon requisition, the name of the individual ranked highest on an eligibility list.
5. **CHIEF EXAMINER:** The person appointed by the Commission to administer the examinations and any other aspect of the Civil Service System assigned by the Commission.
6. **CIVIL SERVICE:** The system, procedures and rules established by the adoption of the Ordinances of the member District referred to in RULE 1 of these rules to provide oversight in the hiring and promotion of qualified applicants, through a competitive examination process. These rules also provide oversight into the discipline, demotion, and termination of employment in compliance with ORS 242.704 (1).
7. **CLASSIFICATION:** A group of positions sufficiently alike in duties, authority and responsibilities that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to, all positions in the group.
8. **COMMISSION:** The Civil Service Commission created by these rules. The Commission consists of three (3) Commissioners appointed by the Board of Directors of Scappoose Rural Fire Protection District. If an additional agency’s, through an IGA, join this Civil Service Commission, member agency input will be solicited for Commissioner selection.
9. **COMMISSIONER:** A member of the Civil Service Commission created by these rules and duly appointed and sworn into office by the Board of Directors of Scappoose Rural Fire Protection District or its designee.
10. **DAY:** One calendar day(s) unless otherwise specified.
11. **DEMOTION:** The transfer of an employee from a position in one classification to a position in another classification having a lower maximum salary.
12. **DISMISSAL:** Removal by the appointing power from a position or service within the Fire District either by request or by any cause.
13. **DISTRICT:** Scappoose Rural Fire Protection District
14. **EMPLOYEE:** A person hired by one of the member Districts, whose primary duties are preventing or combating fires and whose annual working hours are expected to exceed 1039 hours. The member Districts may, at each District's discretion, include additional District employees to the Civil Service System.

15. "Entrance List" means a list of eligible candidates who have been found qualified by an entrance examination for appointment to a position.
16. "Examination" means an evaluation or series of evaluations designed to assess candidates for a particular position and produce a list of eligible candidates.
17. "Exempt Status" means the status of an employee who has been appointed to a position exempt from the classified service.
18. GOVERNING BODY: The Board of Directors of the member Districts.
19. LAYOFF: A separation from the service because of shortage of funds or materials, abolishment of position or for other reasons not reflecting discredit on an employee and for reasons outside the employee's control.
20. "List" means a register which ranks eligible on the basis of each eligible's final examination score plus any preference points or credits applied to that score.
21. MEMBER DISTRICTS: One of the Fire Districts that is a party to the these Civil Service rules. Membership is typically established by the District Board of Directors passing an Ordinance/Resolution stating the District's use of these Civil Service System Rules and the District's signature on the Intergovernmental Agreement for a Common Civil Service System. Current member Districts are:
 - A) Scappoose Rural Fire District (SRFD)
 - B) Any other District which may enter into Agreement for this Common Civil Service System.
22. POSITION: Includes any classification or District employment detailed by a particular job description.
23. PROBATIONARY PERIOD: A working test period of twelve months from the date of initial appointment to a position during which an employee is required to demonstrate the ability to satisfactorily perform the duties of the position.
24. PROMOTION: The transfer of an employee from a position in one classification to a position in another classification normally having a higher maximum salary.
25. PUBLIC NOTICE: Written or printed notification conspicuously posted on official bulletin boards in all areas of employment and publication in a local newspaper or electronic posting on Districts' web sites.
26. REGULAR EMPLOYEE: An employee who has completed the probationary period for the class of the present position held.
27. RULES: The Civil Service rules adopted by the member Fire Districts and the Columbia River Civil Service Commission.
28. SALARY PLAN: The system adopted by the individual member Districts for the compensation of their employees. Through collective bargaining agreement for represented employees of the member Districts, personal service contracts for non-represented members, or policy or resolution statements adopted by the member Districts. These rules are not intended to adopt a single salary plan for the member Districts and each District retains its independent rights and responsibilities for establishing its own salary plan.
29. SUSPENSION: A temporary removal from duty, with or without pay, of an employee for disciplinary purposes or for the purposes of investigation of accusations brought against an employee

RULE3

ADOPTION AND AMENDMENT OF THE RULES

Section 1: Adoption of Civil Service Rules.

The Commission shall adopt rules relating to the administration of the Civil Service System only after public hearing open to any citizen, officer, or employee of the member Districts. Fourteen (14) or more days public notice of such a hearing shall be given, setting forth the place and the time of the hearing and the purpose for which it is called. Rules adopted by the Commission shall become effective ten (10) days after adoption and shall be posted on all official bulletin boards of the District.

Section 2: Naming of the Commission.

The name of this Civil Service Commission shall change with the addition of any new member agencies. To be fair and equitable to all member agencies, the member districts will be placed in alphabetical order. A name change will not warrant an amendment to these rules for the fact that member agencies' must petition current districts to join this system.

Section 3: Amendment of Rules.

A request for change in the Civil Service Rules may be submitted at any time by the Chief Examiner, Governing Body, any employee, or other interested party in a written communication to the Commission indicating the proposed change and the reasons therefore. The Commission may amend the Civil Service Rules as it believes proper. The procedure for adoption of rules in Section 1 shall also apply to amendments to the rules.

Section 4: Application of Rules.

Any personnel action taken prior to the official adoption of a new or amended rule shall be governed by the rules in effect at the time of the action and shall not be affected by the proposed new or amended rules unless the Commission specifically designates in the adoption of any rule that it shall apply retroactively.

Section 5: Interpretation of Rules.

The Commission has the power and authority to interpret its rules. The Commission may apply such principles as it deems appropriate to carry out the purposes of state law and its rules in determining cases which are not clearly defined by rules adopted by the Commission. The Commission's interpretation of these Rules shall be based on the goal of appointing and retaining the most qualified candidates for positions within the Districts and shall not be based on strict interpretation of the Rules. Further, the interpretation of these Rules shall recognize the changing world and workplace and not be bound by strict interpretation to sections which may be outdated given circumstances at the time.

Section 6: Personnel Rules of the Boards of Directors.

Personnel Rules relating to salaries, wages, leave, attendance, hours of work, holidays, retirement, or any other factor of employment having direct budgetary implications in the classified and exempt service shall be established and administered by the governing bodies of the individual member Districts.

Section 7: District Rules of Conduct.

Rules governing the general conduct of employees, work regulations, and assignment schedules shall be adopted and administered by the individual governing bodies. Such rules shall be readily available for review by employees and the Civil Service Commission.

Section 8: Severability.

If any of these rules and regulations or portions thereof are hereafter declared by a court of competent jurisdiction or judicial proceedings or rulings of a proper court to be illegal or unconstitutional, the part declared unconstitutional and/or illegal shall be deemed severable and shall not affect the remaining rules and regulations or remaining portions of the rules and regulations.

Section 9: Termination of Civil Service Membership.

Any Member District may terminate its membership in this Civil Service Commission upon thirty (30) days written notice to the Civil Service Commission.

Section 10: Hold Harmless.

A member District terminating its membership in this Civil Service Commission agrees to hold the Civil Service Commission and its remaining member Districts harmless from any action brought against it as a result of its termination of membership in this Civil Service Commission.

RULE4

ORGANIZATION, DUTIES & AUTHORITY

Section 1: Civil Service System.

The Civil Service System is composed of a Commission of three members, a Chief Examiner, and such assistants as may be necessary. All actions of the Chief Examiner shall be subject to the review and approval or disapproval of the Commission.

Section 2: Commission Chairperson.

The Commission shall elect a chairperson at the first meeting of each calendar year or may choose to allow the election of the current chairperson to continue without specific duration.

Section 3: Appointment of members to the Commission.

The Board of Directors for Scappoose Rural Fire Protection District shall appoint three (3) members to serve as the Civil Service Commission. The Scappoose Rural Fire Protection District Board of Directors shall solicit input including interested and potential Commissioners from the member Districts, if applicable, when filling any vacancies on the Commission. Commissioners shall serve without compensation. Appointments shall be staggered to vary the end of term date.

Section 4: Commission terms of office.

Each Commission member shall serve a four-year term. Commissioners may serve multiple terms. If any commissioner resigns before the end of the term, a new Commissioner shall be appointed to serve the remainder of such term.

Section 5: Qualifications of Commissioners.

- A) No member of the Commission shall be a member of any member District governing body, a volunteer firefighter, or an employee of the member Districts, subject to Civil Service or be immediately related to any employee of the member Districts subject to these rules.
- B) Commissioners may serve as Commissioners for another Civil Service Commission.
- C) Persons appointed shall be known to believe in the principles of Civil Service.
- D) Commissioners must reside within the geographical boundaries of the member Districts.
- E) Commissioners must be citizens of the United States and must be qualified to vote in Columbia County.

Section 6: Meetings.

The Commission shall meet as needed to conduct its business but shall meet at least every ninety (90) days, provided a quorum is available and provided there are discussion items for the agenda. If a quorum is unavailable at 90 days or there are no identified discussion items for the agenda, a meeting shall be scheduled as soon is reasonable once a quorum is available and/or items for agenda discussion are identified. Special meetings may be held at such times and places as may be determined by the Commission. All meetings shall be in compliance with Oregon Statutes related to Public Meetings Law. Virtual options will be provided for meetings.

Section 7: Quorum.

Two members of the Commission shall constitute a quorum, and the votes of any two Commissioners shall be sufficient for decision in all matters and transactions.

Section 8: Removal of Commissioners.

The Board of Directors of Scappoose Rural Fire Protection District may remove any Commissioner for incompetency, dereliction of duty or other good cause, after giving due notice in writing of the charges against the Commissioner and providing the Commissioner an opportunity to be heard publicly on such charges before the Scappoose Rural Fire Protection District Board of Directors.

- A) The Board of Directors of a member District may initiate a removal hearing by filing a petition for removal of a Civil Service Commissioner with the Scappoose Rural Fire Protection District Board of Directors.
- B) A copy of the charges and a transcript of the record of the hearing shall be filed with the Scappoose Rural Fire Protection District Board of Directors and a copy sent to the Board of Directors of each member District, each Civil Service Commissioner, and the Civil Service Chief Examiner.
- C) Commissioners may resign their Commission by giving written notice to the Scappoose Rural Fire Protection District Board of Directors

Section 9: Duties and Authority of the Commission.

The Commission shall:

- A) Have such authority and duties as indicated by statute, ordinance, and these rules.
- B) Maintain minutes of its meetings and records of its proceedings and actions though it may do so through the offices of any one of the member Districts.
- C) Provide for competitive examinations to determine the relative qualifications of persons for employment in positions under Civil Service and prepare lists of eligible candidates for vacancies and to certify the same.
- D) Hear and determine appeals arising from the administration of these rules.
- E) Investigate and report on all matters relating to the enforcement and effects of these rules.

Section 10: Preparation of the Budget Appropriations.

Scappoose Rural Fire Protection District shall budget for the reasonable expenses of the Civil Service System including the provision of office support staff, record storage, and publication costs. Each Member District will contribute a share of the costs for conducting testing processes to establish joint eligibility lists as provided for in the IGA cost sharing formulas. Individual Districts shall be responsible for the costs of the testing process for establishing individual lists. Member Districts shall pay these costs promptly but not before each Board of Directors has had an opportunity to review the expenses. The governing body of each member District shall appropriate sufficient funds to carry out the programs of the Civil Service Commission.

Section 11: Chief Examiner and Secretary of the Commission.

The Commission shall appoint a Chief Examiner. The Chief Examiner shall be responsible for:

- A) Providing for the holding of competitive examinations.
- B) Ensuring that the meetings meet the public notice requirements of these rules and Oregon Public Meeting Laws.
- C) Ensuring records of the Commission's proceedings are kept.
- D) Ensuring records are kept of all:
 - 1. Examinations
 - 2. Certified hiring and promotional lists.
 - 3. Investigations made or held under the direction of the Commission.
- E) The Chief Examiner may delegate performance of the above items to staff of any member District.
- F) The Secretary shall be responsible for attending and taking minutes of all meetings of the Commission and maintain all records and files of the Commission. The Secretary shall also record on behalf of the Commission established functions related to employment, promotion and disciplinary matters of those positions covered by Civil Service.

Section 12: Offices and clerical help for the Commission.

- A) The Board of Directors of Scappoose Rural Fire Protection District will provide such office space and clerical support as may be needed for the Commission to perform its duties.
- B) Member Districts will assist as needed in the preparation of and in conducting the testing processes.

Section 13: Officers of the Member Districts to assist the Commission.

All officers of the member Districts shall:

- A) Aid in all proper ways in carrying out the provisions of the Civil Service System and such rules and regulations as may from time to time be prescribed by the Commission.
- B) Afford the Commission, its members and employees, all reasonable facilities, and assistance in inspecting books, papers, documents, and accounts relating to positions subject to Civil Service.
- C) Produce such books, papers, documents, and accounts and testify, whenever required to do so by the Commission.

Section 14: Preservation of records and examinations; public records.

The Commission shall keep on file all examination papers and their markings, records of Commission hearings and all other papers, documents, and communications received by it. Except for examination

papers, including application forms, all such papers, reports, and files shall be public records and accessible at reasonable and convenient times as provided by public record laws. The Commission shall retain and may destroy the public records described above according to the Oregon General Retention Schedule.

Section 15: Rules of the Commission: Examinations.

The Commission shall make these rules not inconsistent with the spirit and intent of ORS 242.702 to 242.824 to carry out the provisions of the Scappoose Rural Fire Protection District Civil Service System however the Commission is not obligated to make these Rules to match the ORS. These regulations describe the following:

- A) The manner in which examinations shall be held.
- B) The manner in which appointments and promotions shall be made.
- C) The manner in which demotions, transfers, reinstatements, suspensions, and dismissals shall be made.

These rules shall be posted in the business offices of each member District and shall be available for public inspection. The Chief Examiner shall oversee the administration of all examinations required by these rules. The Commission shall assess such weights on examinations, as they deem necessary and pertinent. The Chief Examiner may delegate any portion of an examination to any staff of any member district.

Section 16: Investigations by Commission of Abuses: Report of Investigation.

When any resident of the member Districts *or* any person subject to Civil Service alleges in a written verified petition that an abuse of the Civil Service System exists, the Commission shall:

- A) Investigate the enforcement and effect of the provisions of, and the regulations prescribed under, this Civil Service System.
- B) Inspect all positions affected by this Civil Service System and cited by the petition.
- C) Make a public report upon all matters investigated under these rules and regulations.

D) The Commission may, upon its own initiative, make any investigation that it deems advisable. The Commission shall not be obligated to investigate any reports or concerns received anonymously. **Section 17: Administering oaths, compelling attendance of witnesses and production of documents, depositions of witnesses.**

During an investigation, the Commission may administer oaths, subpoena witnesses, and compel the production of books, papers, documents, and accounts pertinent to the investigation. Attendance of witnesses, either with or without books, papers, documents, or accounts may not be compelled unless such witnesses are personally served with subpoena. The Commission may cause the deposition of witnesses residing within or without the State to be taken in the manner prescribed by law for like depositions in civil suits and actions. If a person refuses to attend to give testimony or produce books, papers, documents, or accounts, pursuant to a subpoena issued under this section, the

Circuit Court of Columbia County, upon petition of the Commission, shall compel obedience to the subpoena and shall punish refusal to obey or to testify in the same manner as a refusal to obey a subpoena or to testify pursuant to a subpoena issued from the Circuit Court.

Section 18: Witness fees.

Every person served with a subpoena requiring attendance before the Commission shall be entitled to any fees or mileage as are allowed by law to witnesses in ORS 44.415 (2), except that no person shall be entitled to any fees or mileage who is employed in the public service of the member Districts in which the person is called as a witness. The fees and mileage allowed by this section need not be prepaid, but the governing body of the member District(s) party to the action shall provide payment thereof when certified by the Commission.

Section 19: Procedure in hearings before the Commission: Rules of Evidence.

All hearings and investigations before the Commission are governed by these Civil Service rules, regulations, and practice of procedure adopted by the Commission; and in the conduct thereof, the Commission is not bound by the rules of evidence. No informality in any hearing or investigation, or in the manner of taking testimony, shall invalidate any order, decision, rule or regulation made, approved, or confirmed by the Commission.

Section 20: Action to secure compliance with Civil Service Rules.

The Commission may conduct any civil suit or action that may be necessary for the proper enforcement of

the Civil Service System rules and regulations. The Commission shall be represented in such proceedings by the chief legal counsel for Scappoose Rural Fire Protection District, or their designee. Special counsel appointed and retained by the Commission may in any case represent the Commission. If the actions described in this section are for the benefit of the System or all member Districts, the costs incurred by such action shall be borne equally by all member Districts. If the actions described in this section place a member District as an adversary of the system or the remaining Districts, then the cost shall be borne by the remaining Districts with the possibility of the losing party being assigned all costs by the court. If the actions described in this section are for the benefit of one or more, but not all, of the member Districts, the costs of such action shall be borne equally by the involved Districts.

Section 21: Positions Subject to the Civil Service Rules.

Positions whose primary duties are preventing or combating fires are subject to these Civil Service Rules, provided the employee filling such position works more than 1039 hours in any calendar year.

RULE 5

CLASSIFICATION PLAN

Section 1: The Commission adopts the classifications now in existence for each of the member Districts and will review any future classification proposals by the member Districts for inclusion in the classification plan. A list of those positions subject to the Civil Service System can be found in Appendix 3 of this Civil Service System document. This Appendix may be updated at any time without requiring update of these rules.

Section 2: The Commission shall classify, with reference to the examinations provided for in these rules, all positions in the Civil Service. The classifications shall be based upon the functions of the positions and the compensation attached thereto.

Section 3: At the request of the governing body of a member District, the classifications may, from time to time, be amended, added to, consolidated, or abolished by the Commission. No person holding any position under any established classification shall be affected by such change so as to deprive the person of any of the benefits attached to the classification applicable to the position then held by the person. No person shall be promoted or advanced to a higher classification by such change without being eligible for appointment to such higher classification by reason of the position of the person on the promotion register. **Section 4: Effect on incumbent when position first becomes subject to Civil Service** All persons employed in positions subject to Civil Service at the time such position first becomes subject to Civil Service, and who have been employed by the Member District continuously for a period of at least six (6) months preceding the date when that position became subject to Civil Service, and who are legally eligible to work in the United States hereby are inducted into Civil Service in the positions then held as if such persons had been regularly appointed under Civil Service after examination and investigation.

Section 5: All persons who hold positions subject to Civil Service in any Member District at the time such position first becomes subject to Civil Service but who are not eligible for induction into Civil Service as provided for in subsection (1) of this section shall continue to hold their positions until replaced by persons appointed under Civil Service.

Section 6: Within fourteen (14) days after a position first becomes subject to Civil Service, the appointing power for that position shall file with the treasurer, auditor, comptroller or similar officer of the Member District a statement giving the names, residence, occupation, length of continuous service and compensation of each person holding that position, declaring whether each person is or is not eligible for induction into Civil Service as provided in subsections (4) and (5) of this rule, ORS 242.756 (4) and certifying as to the work eligibility of each such person.

Section 7: Within sixty (60) days after any position first becomes subject to Civil Service, the Commission shall classify such position. Within ninety (90) days after a position first becomes subject to Civil Service, the Commission shall hold an examination to fill any positions not filled by persons inducted into Civil Service as provided in Section (4) of this rule.

Section 8: Nothing in this rule is intended to imply that there shall be a single classification plan under this Civil Service System. Each member District is responsible for developing its own and separate classification plan.

RULE 6

APPLICATIONS AND EXAMINATIONS

Section 1: Application of Rule

This Rule is intended to be applied broadly with the goal of recruiting and retaining the most qualified candidates for any position. The Rule is not intended to address every possible situation or circumstance, given the changing nature of business practices, procedures, and technology. No inconsistency in the Rules nor in a testing process will be considered to nullify the test results unless considered by the Civil Service Commissioners to be of significant extent and harm to candidates and process. The Rule is intended to be broad guidance that will be applied to each situation as the circumstances warrant. The Commission further explicitly encourages the use of validated technology and resources, in house or outsourced, that may not be in existence or addressed specifically by these Rules.

Section 2: Distribution of Examination Announcements:

DISTRIBUTION OF ANNOUNCEMENTS

- A. Entrance examinations with closing dates. Public announcement of entrance examinations with closing dates will be given at least two weeks in advance of the last date for filing applications.
- B. Announcements will be posted on the district website and advertised externally as deemed appropriate to attract diverse qualified candidates.
- C. **Open continuous entrance examination.** Public and ounce minutes of open continuous entrance examination's will be given throughout the year on the district website add through external sources as deemed appropriate to attract diverse, qualified candidates.
- D. **Promotional examinations.** Announcements will be posted on bulletin boards or other media provided for such purpose for no less than two weeks. The district will take necessary steps to bring announcements to the attention of all eligible employees.
- E. **Content of Announcements.** Official notices of examinations shall state the title, general duties and pay of positions in the classes for which tll e examinations are to be held, the qualifications required, the time, place and manner of making application for admission to such examinations, the relative weights to be given to different parts of the tests, closing date for filing applications, and any other information which may be considered pertinent. If circumstances dictate, portions of the examination process may change. Sufficient notice of the change will be provided to all candidates in a maimer reasonable to tile circumstances.

Section 3 Applications

- A) **Filing of Applications.** All applications must be made upon official District application forms completed as directed and filed in the office of the Commission within five (5) business days of tentative job offer. The applicant must sign each application and such signature constitutes a certification that all information contained therein is true to the best of the knowledge of the applicant. The Commission may conduct pre-employment investigations to verify the past employment record and to obtain other information relating to the qualifications of the applicant. No application shall be accepted unless it is complete as determined by the Chief Examiner. Applicants are expected to ensure the completeness of their applications as well as the completeness and appropriateness of any required supplemental documentation. It is the explicit and clear position of the Commission that this responsibility lies with the applicant alone and that no applicant shall have cause to file all appeal with the Commission due to this issue.
- B) **Freedom from Bias.** The application form shall contain no question so formed as to elicit any information concerning political, racial, religious affiliations of the applicant or designed to provide a means of discovery of a candidate's protected status.
- C) **Equal Employment Opportunity.** The member Districts affirm all official policy of nondiscrimination

towards any qualified employee or applicant for employment. Discrimination on the basis of any protected status is prohibited (except where there are bona fide occupational qualifications).

Section 4: Eligibility to Compete in Examinations.

- A) **Who May Compete.** Examinations designed to establish entrance lists will be open to all persons who meet the minimum qualifications and other requirements for the position as stated in the position description and in the announcement. It is the responsibility of the candidate to ensure sufficient information is provided to prove that the minimum qualifications are met.
- **Volunteer or current employee participation.** Volunteers or current employees of a member district may be allowed to compete in an examination even if they do not hold a required paramedic certification (if one is required), providing, however, that the volunteers may not be considered for placement on the eligibility list and for hire until they have submitted documented evidence of the qualifications required. In no case shall a volunteer who does not meet the minimum requirements be allowed to participate in a limited participation testing process if doing so would prevent a qualified candidate from participating in such limited testing process (e.g., physical competency testing).
- B) **Entrance Requirements.** The Commission shall establish and may revise requirements regarding minimum qualifications. These qualifications may vary by District.
- C) **Lateral Lists.** A member district may decide to allow lateral firefighters. If a lateral entry list is requested, the requesting agency must submit a plan for evaluating potential candidates to the Civil Service Commission for approval. Competitive scoring shall be included in the request.
- D) **Competition in Promotional Examinations.** Promotional examinations shall be open to employees who meet the minimum qualifications as stated in the class specification and job description and as set forth in the announcement and who have held a position subject to Civil Service in one of the member Districts. Eligibility may be extended by the Commission to other member Districts or outside the member Districts in the event less than three eligible candidates are available within the member District or in the event no one attains a passing score on the promotional examination given. The decision as to whether to treat the examination as an entrance or promotional examination shall be made by the governing body and/or the appointing power. This determination shall be included in the announcement of opening supplied to the Commission.
- **Experience Requirements:** Employees who meet qualifications described elsewhere in this Section, and who will meet the necessary experience requirements during an anticipated thirty (30) month life of the promotional examination may be deemed eligible to take the promotional examination with the understanding they may not be interviewed or appointed until the experience criterion has been met.
 - **Education Requirements:** Employees who meet qualifications described elsewhere in this section and who may meet the necessary education requirements within twelve (12) months of the adoption of the promotional list may be deemed eligible to take the promotional examination with the understanding they may not be interviewed or appointed until the education requirements are met and documentation has been submitted to Human Resources. If the education requirements are not completed and documentation has not been submitted within twelve (12) months of adoption of the list, the employee's name will be removed from the list.

Section 5: Disqualification of Applicants.

The Chief Examiner may reject the application of any person for admission to an examination or decline to examine any applicant who:

- A) Is found to lack, or to have not provided the information necessary to verify the qualifications prescribed for admission to the examination as announced in the public notice.
- B) Is found to be unqualified because of his or her previous employment or driving record or for reason reflecting discredit on the applicant.
- C) Is unable to perform the essential duties of the position with or without reasonable accommodation.
- D) Has been convicted of a crime or misdemeanor, or violation involving moral turpitude, or who has been dismissed from the public service for delinquency or misconduct or has been dishonorably discharged from the armed forces of the United States.

- E) Has used, or attempted to use, political pressure or bribery to secure an advantage in testing or appointment.
- F) Has made false statements of any material fact or has practiced, or attempted to practice, deception or fraud in the application or examination.
- G) Has otherwise violated provisions of the Civil Service Law or these rules.
- H) If an applicant is disqualified for any reason other than failure to provide a completed application with qualifications documented, the applicant shall be so notified in writing by postal or electronic mail by the Chief Examiner. The applicant may then provide additional information to the Chief Examiner prior to the examination to demonstrate sufficient qualifications.
- I) Should the matter not be settled prior to the examination, the applicant shall be allowed to compete in the examination, if feasible, and the Commission shall make the final decision as to whether the name shall be included on the eligibility list, provided the applicant otherwise passes the examination. In so determining, the Commission shall follow these rules and the applicant shall be entitled to present arguments and evidence as to the applicant's qualifications which shall be considered by the Commission along with any reports from the Chief Examiner or member Districts. The Commission's determination shall be final.
- J) In no case, however, shall a disqualified applicant be allowed to displace a qualified applicant from a limited participation testing process. In such event, the disqualified applicant shall have no further grounds to pursue the examination process.
- K) Applicants who do not complete the application form and process correctly (including providing documentation of required qualifications) as determined by the Chief Examiner, shall not be allowed to compete in the examination and shall have no right of appeal before the Commission.

Section 6: Examination Administration.

- A) ***Conduct of Examinations.*** All aspects of the preparation and administration of examinations shall be under the direction of the Commission and carried out by the Chief Examiner. Tests shall not be given until approved by the Commission. The Chief Examiner may delegate the preparation and or administration of examinations. Written or performance examinations shall be conducted in such places as deemed appropriate by the Chief Examiner. The Chief Examiner shall designate the number of examiners necessary to conduct examinations and provide them with instructions.
- B) ***Frequency of Examinations.*** Entrance examinations shall be given at least every thirty months. Promotional examinations shall be given at least every thirty months unless the Districts have no vacancies available, in which case the entrance or promotional examination shall be given when a vacancy becomes available.
- C) ***Open-Continuous Examinations.*** When necessary to meet continuing requirements for filling positions, and when there is no immediately available large pool of applicants for a class, the closing date for any test may be indefinite, and applicants may be tested continuously in such manner and at such times and places as the Chief Examiner may provide. A closing date for an open-continuous test may be set at any time by giving public notice, at least two weeks prior to the effective date. Entrance lists established from open-continuous examinations. These lists will be continuously updated to add the names of candidates who have achieved eligibility and to drop the names of those who remained on the list for twelve (12) successive months. A candidate's time on an entrance list that was established from open-continuous examination is limited to twelve (12) months from the date that their name was most recently placed on the list.
- D) ***Anonymity of Applicants.*** The identity of persons taking written examinations shall not be disclosed to examiners except where conditions of anonymity are impractical.

Section 7: Character of Examinations.

A) Nature of Examinations.

1. All examinations, except physical ability examinations, shall be open, competitive examinations.
2. Physical ability examinations may be either competitive (scored) or Pass/No Pass examinations.
3. Tests shall be job related and competitive, and will be designed to determine the qualifications, fitness, and ability of candidates to perform the duties of the class for which a list is to be established. They may be written, oral, and/or physical, in the form of a demonstration of skill, an evaluation of training and experience, or any combination of such types. They may take into consideration education, experience, aptitude, capacity, knowledge, character, physical fitness, length and quality of service, and other qualifications to determine the relative fitness of the candidates.
4. No questions in the examination shall relate to religious, political or fraternal opinions, or affiliations of the applicants or in any manner attempt to identify a candidate as a member of a protected class.
5. Applicants must request any necessary reasonable accommodations required at the earliest time so acceptable accommodations can be made without disrupting the process.

Section 8: Rating of Examinations.

- A) **Sequence of Examinations.** The Commission may choose to limit the number of candidates allowed to take any part of the examination and may choose to utilize any or all parts of an examination. Examinations shall usually be taken in the following sequence, but may be taken out of sequence at the discretion of the Chief Examiner:
1. Written Examination
 2. Assessment Center Activities
 3. Physical Ability Activities
 4. Oral Examination
- B) **Scoring of Examinations.** Individual portions of an examination must be identified as scored or pass/no pass. The Commissioners will consider and approve any scoring proposal at the time the overall examination is approved.
- C) **Preference Points.** This Civil Service System shall recognize Veteran's preference points (ORS 408.225 to ORS 408.325) as required by law and Member District Volunteer preference points as required by these rules.
1. Current Member District EMT/Paramedics. An Emergency Medical Technician or Paramedic, currently employed by one of the member Districts for at least the prior 12 months, shall be awarded three (5) points to their final passing score. Such current EMT/Paramedics must otherwise successfully complete all aspects of the required testing process.
 2. Member District Volunteers. Volunteers who are currently active members and have served in good standing as a volunteer of a member District for the past three (3) years shall be awarded three (5) points to their final passing score.
 3. A candidate may qualify for any or all the above preference points.
 4. A candidate who does not receive a final passing score (as defined in the recruitment announcement) prior to the award of preference points is not eligible for any preference points award.
- D) **Notification of Score and Rank.** The list will be posted, either on paper or electronically, in each fire station within ten (10) business days following certification of a promotional exam by the Commission. Each examinee shall be notified in writing by postal or electronic mail of the results of the examination and, if the applicant received a passing score, of the relative position on the eligibility list. Written notice will be mailed to the address appearing on the examinee's application or at such other address as the examinee may have subsequently provided in writing to the Chief Examiner.

Section 9: Entrance Register.

- A) **Ranking.** Upon completion of all aspects of the examination, all applicants who have achieved a passing score shall be placed on an eligibility register for the recruited classification. Applicants shall be ranked according to their relative standing as determined by all examinations and investigations. Candidates of equal standing shall take rank upon the register in equal status.
- B) **Laid Off Employees.** Each member District's entrance and promotional registers shall be headed by the names of persons who have been regular employees and who were laid off, by that District, from a position in that class through no fault of their own within the prior twelve months. If two employees in the same classification are laid off at the same time, the person with the greatest seniority in that classification shall be listed first on the entrance register. If both employees have the same seniority, they shall be placed on the register with the employee having the highest merit rating in the member District's performance evaluation system listed first. (Terms of a District's collective bargaining agreement may supersede this rule.)
- C) **Duration.** The entrance register shall not be canceled unless it has been exhausted or has been in existence for at least twelve (12) months. To remain eligible for employment, all applicants must keep the Commission apprised of current address and telephone numbers. The Commission may schedule examinations prior to the expiration or extend the duration of eligibility lists as it deems to be in the best interests of the Service.

Section 10: Promotion Register.

- A) **Ranking.** Upon completion of all aspects of the examination, all applicants who meet the minimum requirements for the classification concerned shall be placed on the register. Applicants shall be ranked according to their relative standing as determined by examination and investigation. Candidates of equal standing shall take rank upon the register in equal status.
- B) **Duration.** The promotion register shall not be canceled unless it has been exhausted or has been in existence for at least twenty-four (24) months. The Commission may schedule examinations prior to the expiration or extend the deadline of any eligibility list as it deems in the best interest of the Service.
- C) **Effect on member Districts.** Unless otherwise agreed upon by two or more member Districts before the promotional process is advertised, promotional processes are to be considered "in-house" processes for the individual member Districts. Each member District shall maintain its own promotional lists comprised solely of its own members.

Section 11: Review and Challenges.

- A) Within fourteen (14) days after notice of final score has been sent via postal or electronic mail, any candidate may challenge any portion of the testing process or contend that the examination was improperly conducted by submitting to the Chief Examiner within fourteen (14) days after the notice of final score has been sent, a written statement clearly pointing out the candidate's contentions and stating why the candidate believes the grading was wrong, the questions unfair, or the examination improperly conducted.
- B) The Chief Examiner shall present such written challenge to the Commission at a Special Meeting, scheduled within thirty (30) days of the date the Chief Examiner received the written challenge, provided a quorum is available.
- C) If the Commission is satisfied as to the validity of the challenges, after hearing from all interested persons, it shall order the examinations be re-graded accordingly, the eligibility list restructured, the notices mailed to everyone on the eligibility list indicating the action ordered and its effect on their individual ranking on the eligibility list.
- D) The Commission may also choose to order a new test and set aside the results of the one given and challenged. However, the standard by which the Commission would decide to nullify a portion or all of an examination is high.
- E) Dissatisfaction by a candidate with a score or process is not sufficient grounds to nullify or change a testing process. If the Commission does not find that the standard to challenge a test has been met, it shall deny the request from the candidate and re-validate or re-affirm the testing process and results.

Section 12: Action of one member District, impact upon the other member Districts (if applicable).

A) Job Offers:

1. If a member District has made a conditional offer of employment to a candidate and that candidate has refused said offer, then that candidate shall return to the eligibility list and may be considered by the other Districts. The District having made such offer need not reconsider that candidate in future employment actions.
2. If a member District has made a conditional offer of employment to a candidate and the candidate accepts that offer, the member District shall notify the Chief Examiner of the offer and acceptance and the candidate shall be considered ineligible to the other member Districts.
3. A member District who has made a conditional offer of employment and the candidate accepts the offer and is later dismissed by the hiring District for any reason (except for cause) during the probationary period, shall notify the Chief Examiner and the candidate's name will be returned to the eligibility list for the other member Districts, in the order they would appear by virtue of their overall test score. The district dismissing such candidate need not reconsider the candidate in future employment opportunities.
4. A member District who has made a conditional offer of employment to a candidate and the candidate accepts that offer and is later released from employment for cause, shall notify the Chief Examiner of such action. The candidate will not be returned to the eligibility list.
5. All the above actions require a report to the Chief Examiner and the Commission at the next regularly scheduled Commission meeting.

- B) Reductions in force; Layoffs.** A member District who reduces its work force and must lay off employees, shall notify the Chief Examiner of the names of such employees and they will be placed at the top of the eligibility list of the affected entrance/promotional list for up to twelve (12) months after layoff. The remaining member Districts may honor this ranking and may make offers of employment to these candidates and the candidates may accept employment with another member district. However, such employees will remain at the top of the eligibility list of the member District who laid them off. If such employee declines a job offer from another member District, that decision shall not affect the placement on the list of the member District from which the employee was laid off.

Section 13: Removal of name from Eligibility Lists.

- A) No name may be removed from an eligibility list (except upon written request of the candidate) without the consent of the Commission. When consideration of such action is to be made by the Commission, the individual(s) who may be affected shall be notified that such action is to be considered and that the applicant may appear before the Commission to comment prior to any action being taken by the Commission.
- B) An applicant may request that the applicant's name be removed from an eligibility list by filing a written statement with the Chief Examiner or by verbal request if approved by the Commission. A written confirmation of that request will be sent by the Chief Examiner confirming any verbal request for removal from a list.
- C) An applicant who is on the preliminary list who rejects appointment or additional testing to one District will be removed from consideration for that District. An applicant who rejects appointment or additional testing to all Districts will have their name removed from the list unless a waiver is granted by the Commission.
- D) An applicant who has been hired from one District's list shall be removed from the list.
- E) An eligible person who is proved to have falsified the application and/or test records shall have their name removed from all eligibility lists by the Commission and shall be prohibited from taking the examination again for at least two years.
- F) If an individual requests that their name be removed from an eligibility list, that person shall not be eligible to take an examination for such position for at least one year without special permission from the Commission.

Section 14: Revocation of Eligibility Lists.

An eligibility list may be revoked within thirty (30) days of certification by the Commission and another list prepared if the Commission deems it advisable on account of errors or of obviously inappropriate standards prescribed in connection with the examination and of plainly inadequate results obtained therefrom. If a list is revoked, written notice will be sent to all persons whose standing may be affected by the revocation.

RULE 7

CERTIFICATION AND APPOINTMENT

Section 1: Filling Vacant Positions.

To fill a vacancy in a position subject to Civil Service, the appointing power shall submit to the Chief Examiner a request for names of qualified eligible candidates.

Section 2: Certification of Eligible Candidates.

- A) **Order and Number of Names Certified.** Names shall be certified in order of standing on the list. The number of names certified from the entrance list shall be five plus one for each additional vacancy; from the promotional list, the number of names certified shall be three plus one for each additional vacancy.
- B) **Joint Hiring.** When two or more member Districts decide to hold a joint hiring process, they shall be entitled to review several candidates equal to the total number of vacancies of the combined Districts, plus five candidates.
- C) **Additional Certification to a Vacancy.** The appointing power may reject a certified candidate found unqualified and request an additional candidate from the Chief Examiner. The appointing power shall include this rejection of a candidate in its process report to the Chief Examiner. The Chief Examiner shall investigate and decide on the validity of the reasons submitted. If the rejection is approved, the Chief Examiner shall immediately certify to the appointing power the name and address of the next eligible candidate standing highest upon the register and return the name of the rejected candidate to the same position on the eligible register from which the candidate was certified. If the rejection is not approved, the Chief Examiner shall immediately notify the appointing power that this is the case and upon receipt of this notice, the appointing power shall immediately appoint the certified candidate in question to the position. This action is subject to review by the Civil Service Commission and the appointing power may request a Commission meeting at the earliest convenient time following public notice guidelines. The appointing power may postpone appointing a candidate until the conclusion of this review.

Section 3: Appointments.

- A) **Probationary Period.** The probationary period is a fundamental part of the selection and promotional process of the member Districts. The probationary period provides an opportunity to observe and evaluate new and promoted employees. Additionally, the probationary period allows the member Districts time to train and aid new or promoted employees as they adjust to their new position.
 - I. Entrance Appointments. The appointing power shall appoint one of the certified candidates to a vacant position with a probationary period of one year from the date the candidate first reports to work for the appointing power. If the person on probation is a new appointee, the appointing power may dismiss that person at any time without cause during probation. If a person on probation successfully completes a one-year probationary period, that person shall only be demoted or dismissed for cause and in a manner specified by these rules. If a member District has a collective bargaining agreement that permits an extension of the probationary period, the member District shall notify the Commission of its intent to extend probation and clearly state the reasons for such an extension, specific objectives to be met, and the consequences of non-compliance.
 2. Promotional Appointments. The appointing power shall appoint one of the certified candidates to a promotional vacant position to serve a probationary period of one (I) year. A person on probation may be re-appointed to their prior position if that person fails the probationary period. Other Civil Service appointment rules regarding appointment to a permanent position do not apply to such a reappointment. The person who has been appointed to a higher classification, and who fails to meet the member District's expectations for that position during the probationary period, shall not lose his/her seniority in the lower classification from which the promotion was made. If a person on probation successfully completes the one (I)

year probationary period and qualifies for the promoted position, that person shall only be demoted or dismissed for cause and in the manner specified by these rules.

3. Voluntary return to a previously held position by non-probationary personnel. Personnel who have completed their probationary period may at any time request to voluntarily return to a lower ranking position if a position exists and the employee has previously held that position or meets all of the qualifications for that position. The decision to allow an employee to return to a lower ranking position is solely in the discretion of the Fire Chief of the member District of the employee. Such a request is not to be used in lieu of or in avoidance of, disciplinary procedures. Such a request by an employee and action on that request by the Fire Chief shall not be deemed a disciplinary action, demotion, or dismissal and is not subject to other Civil Service appointment rules. If a position is not available, the employee may be placed at the top of the promotional roster for such position and may be offered that position when one becomes available. If the employee accepts the position when it becomes available, the employee shall not lose any seniority with the district.
4. Voluntary transfer to another position by non-probationary personnel. Personnel who have completed their probationary periods may at any time request to voluntarily transfer to a different position which has the same or lesser required qualifications and same or lesser pay as the position currently held by the employee if such a position is vacant and available. The decision to allow an employee to transfer to a different position is solely in the discretion of the Fire Chief of the member District of the employee contingent upon approval of the Civil Service Commission prior to the transfer. Such a request may not be used in lieu of a disciplinary demotion, nor may such a request be granted to transfer an employee to a position with higher required qualifications or pay or to a position that would be considered promotional in any regard. Such a request may, but is not required to, be granted approval by the Civil Service Commission regardless of whether an existing entrance eligibility list is in effect. If more than one employee from the district makes such a request for the same vacant position, this section does not apply, and the rules related to the competitive recruitment process shall be followed.

B) **Temporary Appointments.** When there is a short-term vacancy in a position that is anticipated to last longer than 14 days but no more than 90 days, the district may choose to fill that position, using any one of the following methods at its own discretion:

- (1) Temporarily appoint any District Volunteer Firefighter or a Firefighter not regularly employed by the district, providing such candidates are otherwise qualified.
- (2) Request the top five candidates from an existing eligibility list and temporarily appoint one of those candidates.
- (3) Temporarily appoint an existing employee to a higher classification position in which there exists a short-term vacancy. The district may request an additional 90-day extension to the temporary appointment when circumstances require. Employees accepting temporary appointment under this Section shall be notified that their appointment is temporary in nature only and that they cannot be appointed to a regular position in a District without undergoing the appropriate Civil Service recruitment process.
- (4) Temporary appointments made to fill a vacancy caused by a military deployment may be approved for longer durations. In such case, the appointing power shall present a request for the Commission, which may approve a temporary appointment for such a purpose for up to 12 months with a 12-month extension if needed.

C) **Regular Appointment.** If no action is taken by the appointing power to dismiss or demote a probationary employee during the probation period, the employee shall be deemed to have satisfactorily completed the probationary period and the appointment shall be made regular at the end of the specified period.

D) **Reclassification.** If a District has determined that a vacant and funded position of Firefighter/EMT or Firefighter/Paramedic is available, an EMT or Paramedic currently employed by that District may request to be reclassified to that available position within that District. The determination of the availability of a Firefighter/EMT or Firefighter/Paramedic position shall be under the sole discretion of the Chief of the District. If such a reclassification request is received, the Chief may appoint the EMT or Paramedic to the Firefighter position, provided the candidate otherwise meets the qualification of the Firefighter position. Such a request may be granted even if a current eligibility.

list exists. The appointment shall be reported to the Civil Service Commission at the next meeting and:

- The requesting EMT or Paramedic has previously taken the required physical and other testing as indicated by prior/current Civil Service recruitment processes.
- The requesting EMT or Paramedic has been employed by the member District for at least the prior 12 months and successfully passed the required probationary period. This time may be shortened on the discretion of the fire chief if the probationary employee has completed specific training markers.

If more than one current EMT/Paramedic indicates interest in such a reclassification, a recruitment under the provision of these Rules must be undertaken. This recruitment may be restricted to interested current District employees only and need not be offered to external candidates.

A request for reclassification from a Firefighter/EMT currently employed by one of the districts to a position of Firefighter/Paramedic may be considered under the following circumstances:

- The requesting Firefighter/EMT has previously taken the required physical and other testing as indicated by prior/current Civil Service recruitment processes.
- The requesting Firefighter/EMT has been employed by the member District for at least the prior 12 months and successfully passed a required probationary period.
- The Firefighter/EMT provide evidence of current Paramedic certification in the State of Oregon.

If such a reclassification request is approved, the affected employee shall be subject to an entrance probationary period as otherwise provide for in these Rules.

E) **Notice to Commission.** The appointing power shall report to the Commission upon each appointment:

1. The name of the appointee
2. The title of the position to which he or she was appointed.
3. The date of beginning of service
4. The salary or compensation
5. In addition, the appointing power shall report to the Commission on the date of official action or knowledge of each case, every change in the position of any person covered by these rules.

F) **Transfer or Reinstatement.** The appointing power may authorize the transfer or reinstatement of any person holding one position to a similar position in the same classification. No transfer or reinstatement shall be made from a position in one classification to a position in another classification.

Section 4: Leave of Absence Without Pay.

Leave of absence for not more than ninety (90) days without pay, and without consent of the Commission, may be granted by the appointing power. Such leave shall not in any way prejudice the rights or privileges of a person subject to Civil Service. The Board of Directors of the member District according to its rules may grant leaves for longer periods. Immediate notice of such leave shall be given to the Commission. The Commission will honor leaves protected under federal and/or State medical and family leave laws and for call-up to active duty of an armed forces branch of the United States, State National Guard or qualifying service in the National Disaster Medical System. Time spent on an unpaid leave of absence during a probationary period shall not count towards completion of the probationary period.

RULE 8

DISCIPLINARY ACTIONS

Section 1: Cause for Disciplinary Action.

The tenure of persons subject to Civil Service shall continue during good behavior and such persons may be dismissed, demoted, suspended without pay or deprived of special privileges for any of the following cause or any other good cause: (except that employees in a probationary period may be dismissed or demoted at any time with or without cause.)

- A) Incompetency, inefficiency or inattention to or dereliction of duty.
- B) Dishonesty, intemperance, reporting to work under the influence of, or the use of drugs or controlled substances while on duty, immoral conduct, insubordination, or discourteous treatment of the public or of fellow employees.
- C) Any other willful failure of good conduct tending to injure the public service or other Federal or State laws or regulations of the district.
- D) Any willful violation of the provisions of these rules.
- E) Conviction of a felony, or a misdemeanor involving moral turpitude.
- F) The willful giving of false information or withholding information with intent to deceive, when making application to an entrance examination. These actions are considered severe breaches in good conduct and subject to the immediate dismissal, demotion, suspension of pay, and/or deprivation of special privileges without progressive disciplinary steps by a member District.

Section 2: Written Accusation.

When a person subject to Civil Service who has been regularly appointed is dismissed, demoted, suspended without pay, or deprived of special privileges, he/she must be served with a signed, written statement of the charges against him/her including the probable disciplinary consequences of those charges, and given a chance orally or in writing, to refute those charges with a person having authority to adjust the action. A duplicate shall be filed with the Commission.

Section 3: Provision of other Rules.

Nothing in these rules is intended to relieve or absolve a member District of its employment practices and responsibilities under other Federal or State statute or benefit program.

RULE 9

APPEALS, HEARINGS AND INVESTIGATIONS

Section 1 Appeals:

- A) **Disciplinary Actions.** Any employee who is suspended, reduced in pay, demoted, or dismissed shall have the right to appeal to the Commission. Notice of appeal must be filed with the Commission not later than ten days after the effective date of such action. Such notice must be in writing and must set forth reasons why the disciplinary action is thought to be improper. The Commission shall hear the appeal within thirty (30) days after receipt of the request provided a quorum is available. The Commission shall furnish the appointing power concerned with a copy of the notice of appeal in advance of the hearing. Employees may not utilize both the grievance procedure in a union contract and this Civil Service System appeals process.
- B) **Examination Process.** Applicants may request reviews of the results of an examination process as described in Rule 6, Section 10 in which case the hearing process shall follow the process indicated in Rule 6 and shall not be subject to the provisions of this Rule intended to process disciplinary appeals.
- C) **Other.** See Rule 4, Section 16.

Section 2: Legal Representation.

The Commission, if it needs legal advice, shall retain counsel to be paid out of the Civil Service Budget.

Section 3: Record of Proceedings.

The Commission shall cause minutes to be taken of its proceedings by such clerical assistance as it may have available but need not have a transcript made of its proceedings. Appellant shall be advised prior to the hearing that if a transcript is desired, the appellant must make necessary arrangements with a court reporter and bear the expense of same.

Section 4: Content of Hearing.

The hearing investigation shall be confined to a determination of the question of whether such removal, suspension, demotion, or dismissal was made in good faith for cause.

Section 5: Subpoenas and Records.

The Commission has the power to administer oaths, subpoena witnesses, and compel the production of books, papers, communications, and other material evidence pertinent to any investigation or hearing authorized by law. The Columbia County Circuit Court, on petition of the Commission, shall compel obedience of any person who fails to appear in response to a subpoena, or to answer any question or produce any books, papers, communications and/or other materials evidence pertinent to such investigation or hearing, and shall punish refusal to obey or to testify in the same manner as a refusal to obey a subpoena or to testify pursuant to a subpoena issued from the Columbia County Circuit Court.

Section 6: Investigations.

In connection with an appeal, complaint, protest, or any other purpose authorized by these rules, the Commission may conduct such investigation or civil suit, as the Commission deems necessary for the proper enforcement of these rules. The Commission shall make a public report upon all matters investigated under these rules.

Section 7: Hearings.

- A) **Procedure.** Commission hearings shall be open to the public and informal. Both the person requesting a hearing and the member district shall be given written notification of the time and place of a hearing at least fourteen (14) days in advance and shall have the right to have subpoenas issued by the Commission, present witnesses, and give evidence before the Commission.
- B) **Witness Fees.** Every person served with a subpoena requiring his/her attendance before the Commission shall be entitled to the same fees and mileage as are allowed by law to witnesses in civil suits and actions, except that no person shall be entitled to any fees or mileage who is employed in the public service of a political subdivision in which he/she is called as a witness. The fees and mileage allowed in this section need not be prepaid, but the member District shall provide for payment thereof when certified by the Commission.

- C) **Conduct of Hearings.** A hearing before the Commission is intended solely for the purpose of receiving evidence either to refute or to substantiate specific charges that the Commission has been requested to examine. It shall not be made an occasion for uttering irresponsible accusations, attacks upon the character or conduct of employer or employee, or other derogatory matters having no bearing on the charges under investigation. The Commission in conducting such hearings is not bound by the rules of evidence.
- D) **Counsel or Representative.** In appealing a disciplinary action to the Commission, an employee is not required to have counsel. The appellant may examine and cross-examine witnesses, make statements, summarize testimony, and otherwise conduct his/her own hearing. However, counsel or other representative of his/her own choosing may represent an employee.
- E) **Informal Conduct.** No informality in the conduct of any hearing hereunder shall invalidate any decision made by the Commission.

Section 8: Commission Findings.

If, after receiving evidence presented in hearings on disciplinary actions, the Commission finds that the complained-of action taken by the appointing power was made in good faith for cause, the Commission may affirm or modify the action, or if the Commission finds that the complained-of action was not made in good faith for cause, the employee shall be reinstated to his/her position and shall not suffer any loss in pay or status. The Commission shall certify its findings and order in writing to the appointing power that shall put it into effect.

AGENCY: Ordinance 20

AN ORDINANCE ESTABLISHING A CIVIL SERVICE SYSTEM FOR AGENCY _____

Whereas, ORS 242.702 through ORS 242.824 provides for a Civil Service for Firefighters (generally), and

Whereas, ORS 242.704 (1) provides In part that: "(1) ORS 242.702 to 242.824 do not apply to any political subdivision which under its charter, ordinances or regulations has a civil service system covering the employees of its fire department which substantially accomplishes the general purposes of ORS 242.702 to 242.824. However, such political subdivision shall retain such exemption only so long as the civil service system upon which the exemption is based remains in effect". And,

Whereas, _____ desires to amend Its current Civil Service Rules to substantially accomplish the general purposes of ORS 242.702 through 242.824 and, more clearly reflect the practices of a Civil Service System covering more than one employer, now, therefore,

BE IT ORDAINED as follows:

1. There is hereby created a Civil Service Commission for _____.
2. _____ shall offer Its Civil Service System to other fire districts who by Ordinance/Resolution of their governing bodies agree to the rules and guidelines of the _____ Civil Service System.
3. Agreement of other fire districts being further evidenced by their participation in an Inter Governmental Agreement (IGA) establishing its participation and other conditions of a joint Civil Service System.
4. The Civil Service Commission shall be made up of three members who shall be appointed by the Board of Directors of Scappoose Rural Fire District.
5. The term of office of each member of the Civil Service Commission is four years. Members are allowed to *serve* more than one term and shall *serve* without compensation.
6. No member of the Commission shall be a member of the governing body or an employee of any of the member Districts. Commissioners shall believe in the principles of Civil Service.
7. The Commissioners in place at the time of the adoption of this Ordinance shall retain their current status and terms of office, including appointment as Chairperson.
8. Two members of the Commission shall constitute a quorum, and the affirmative *votes* of any two members shall be sufficient to decide all matters or transactions.
9. The Commission shall prepare and submit a budget to the District for Its review and approval in conjunction with the District fiscal cycle each year.

10. The Commission shall follow the rules and guidelines adopted by Scappoose Rural Fire Protection District which substantially accomplishes the general purposes of ORS 242.702 to 242.824.

11. The Civil Service Commissioners in effect at the time of the adoption of this Ordinance are as follows:

Position	Name	Office	Term Expires
1		Chairperson	
2			
3			

13. In Accordance with ORS 242.756 all persons who are covered by Civil Service by any of the member Districts prior to the adoption of this Ordinance shall continue to be covered by Civil Service subsequent the adoption of this Ordinance.

14. Ordinance Resolution _____ will be the initial Ordinance / Resolution for this Civil Service Commission.

15. The Commission shall appoint a Chief examiner when a vacancy in this position occurs. The Chief Examiner retained by the Commission prior to the adoption of this Ordinance will continue as the Chief Examiner.

16. Scappoose Rural Fire Protection District will supply the Commission with all office supplies, equipment and space necessary to carry on the business of the Commission and provide the commission with such clerical assistance as the commission may consider necessary.

17. The Commission shall make suitable regulations not inconsistent with ORS 242.702 to 242.824

to carry out the provisions thereof. The regulations shall provide in detail the manner in which examinations shall be held, and appointments, promotions, demotions, transfers, reinstatements, suspensions and discharges shall be made. The rules and regulations together with all amendments thereto shall be posted in the fire department and shall be available for inspection in the secretary's office for public inspection. The rules and regulations shall not limit the personal citizenship rights of any members of the fire department.

This matter having come before the Board at its regularly scheduled meeting as follows: First Reading on:
2nd Reading on:

The final vote and took place on this matter on and is recorded as follows: AYES:iNAYS:Q.

This Ordinance takes effect thirty (30) days from this date or.

_____, Board President

_____, Recording Secretary

Filed with the County Clerk on:.

APPENDIX2
MEMBER DISTRICT INTERGOVERNMENTAL AGREEMENT
FORMING JOINT CIVIL SERVICE SYSTEM

Scappoose Rural Fire Protection District
INTERGOVERNMENTAL AGREEMENT
FORA COMMON
CIVIL SERVICE SYSTEM

This agreement is made and entered into by and between the Scappoose Rural Fire Protection District (Scappoose) and _____. Each District is a unit of local government of the State of Oregon organized and offering fire protection and other services to their respective patrons in accordance with Oregon Revised Statute Chapter 478.

RECITALS:

Whereas, Scappoose Rural Fire Protection District has an established Civil Service System and;

Whereas, Scappoose Rural Fire Protection District has appointed both a Civil Service Commission and they in turn, have appointed a Civil Service Chief Examiner; and

Whereas, _____ have need of provisions of a Civil Service System; and

Whereas, Oregon Revised Statutes 190.010 authorizes governments to make intergovernmental agreements that allow for the performance of a function or activity by one of the parties for any other party.

NOW, THEREFORE, in consideration of the mutual covenants and commitments herein, the parties agree as follows:

1. Appointment:
 - A. _____ each hereby appoint the Civil Service Commission of Scappoose Rural Fire Protection District as the Civil Service Commission for their respective district.
 - B. _____ hereby appoint the Chief Examiner of Scappoose Rural Fire Protection District as the Chief Examiner for their respective District.
2. Rules:
 - A. _____ hereby adopt and agree that the rules attached hereto marked a Scappoose Rural Fire Protection District Civil Service System and Rules shall apply to and be effective for the conducting of civil service business for each respective district.
 - B. The rules of Scappoose Rural Fire Protection District borne are considered by all parties as a Civil Service System covering the required employees of the respective fire districts and declare that this substantially accomplishes the general purposes of and provides an exemption from ORS242.702 to 242.824 as is provided by ORS 242.704 (!).
 - C. Prior to the rules being modified the commission will advise each District of the proposed changes and its purpose at least thirty (30) days prior to its enactment.
 - D. If there is a dispute regarding a proposed rule it will be resolved through the dispute resolution of this agreement.
 - E. Each district may propose the adoption of rules to be added to an appendix to the Civil Service Rules that apply only to their respective district. If there is an inconsistency between the general Civil Service Rules and the rules adopted on behalf of a specific District as it relates to matters concerning that district the district's specifically adopted rule will apply.

3. Costs and Expenses
 - A. All costs and expenses for operation of the Civil Service System in its day-to-day activities shall be borne by the parties as follows:
 - B. Prior to March 1st of each year the budget officer of Scappoose Rural Fire Protection District will provide a copy of the Commission's proposed budget for the upcoming fiscal year. Each governing body shall appropriate sufficient funds to carry out the general operating services of the Commission according to Section A)above.
 - C. Any services provided specifically on behalf of any district or any combination thereof, less than all, shall be billed separately to the district or districts receiving such services. Examples of such activities include hearings on protests or claims of violations of Civil Service Rules as it relates to any specific district or any reviews or appeals of dismissal, demotion, suspension, and/or deprivation of special privileges as it relates to an employee of any individual district.
 - D. Any penalties or actions assessed by the Commission or subsequent actions shall be borne by the party or parties that incurred such penalty.
 - E. Funds received by Scappoose Rural Fire Protection District from other districts shall be accounted for and reported to the respective districts annually. The report shall consist of a report showing all the expenses and receipts of the Commission. To the extent that estimated charges are paid by any one district exceeds the amounts used by the Commission those amounts will be carried forward and used as a dedication for that district's future year. To the extent that such amounts as paid by any district do not equal the amount required to pay for the district's share of expenses that amount, if not previously paid should be added to and become an obligation of the district's next succeeding year's contribution.
4. Indemnification and Waiver
 - A. Member districts agree to waive any claims each may have against the others because of the activities of the Commissioners or the Chief Examiner unless those activities involve gross negligence or willful misconduct on the part of the party.
 - B. Member districts agree to defend and hold each other harmless from the acts of their directors, employees, volunteers, or candidates that may be brought because of any duties performed under this agreement specifically on behalf of any one of the signatory parties.
5. Dispute Resolution:
 - A. If there are any disputes relating to charges or rule making matters under this agreement, those disputes will be referred to an advisory committee including the fire chief and board president or their respective designees for each District. A meeting may be called by giving notice at least ten (10) days prior to the date of the proposed meeting. It is the object of any meeting to facilitate the attendance by all parties. If because of such meeting the parties are not able to resolve their differences and those differences are subject to being determined by arbitration, then they will proceed as follows:

The advisory committee shall meet and determine a procedure for arbitration and selection of an arbitrator. If no arbitration procedure can be determined the matter shall then be submitted to the presiding judge of the Columbia County Circuit Court, for action or appointment of an arbitrator in accordance with the rules of ORS Chapter 36 on Arbitration to be conducted in accordance with the Oregon Trial Court Rules. If there is any dispute about the procedure to be used for arbitration, the arbitrator shall have authority to resolve that dispute. The decision of the arbitrator shall be binding on all parties. The involved parties shall share the costs of arbitration equally.
 - B. Any other disputes may be referred to the advisory committee. Such disputes would not be subject to arbitration.
 - C. These dispute resolution procedures are for the administration of this intergovernmental agreement and not for the resolution of the Civil Service System business that has its own process.

6. Term of Agreement:

A. This agreement shall be effective upon its signing by all of the parties. This agreement shall continue in full force and effect unless notice of intent to withdraw from the agreement is given as follows:

- a. If Scappoose Rural Fire Protection District wishes to terminate providing Civil Service System they shall notify each district at least ninety (90) days prior to the proposed cessation of services. Any unused monies paid by the District for general Civil Service Commission operations shall be refunded to the respective districts on a pro rata basis.
- b. If _____ desire to terminate the use of the Civil Service System they may do so upon thirty (30) days' notice to Scappoose Rural Fire Protection District. Any funds paid for general operations of the commission shall not be subject to refund.

7. Prior Agreements:

Any and all prior agreements regarding intergovernmental provisions of Civil Service System services are hereby revoked and are not further in force or effect.

DATED AND ACCEPTED this _____ day of _____, 200__
For Columbia River Fire & Rescue Board of Directors

By: _____
President Secretary

DATED AND ACCEPTED this _____ day of _____, 200__ .
For _____ Fire Protection District Board of Directors

By: _____
President Secretary

DATED AND ACCEPTED this _____ day of _____ 200__ .

For

By: _____
President Secretary

Civil Service Commission

Civil Service Commissioner Civil Service Commissioner

Civil Service Commissioner Chief Examiner

APPENDIX3

Classification Plans

Scappoose Rural Fire Protection District Classified Positions Covered by Civil Service

1. Lieutenant
2. Firefighter/Paramedic
3. Firefighter/EMT

APPENDIX4
CIVIL SERVICE COMMISSIONER
OATH OF OFFICE

I, _____ do solemnly swear that I will support the Constitution of the United States of America, the State of Oregon, the laws and ordinances of Columbia County, and the Rules of the Columbia River Fire & Rescue Civil Service System. I further swear that I believe in the principles of Civil Service and that I will, to the best of my ability, faithfully perform the duties of the office of Civil Service Commissioner during my continuance therein.

Dated this _____ day of _____, 2____.

Signature _____

Notary:

Signed: _____

Exp: _ _ _ _ _

Scappoose Rural Fire Protection District:

Ordinance 22/23-001

AN ORDINANCE ESTABLISHING A CIVIL SERVICE SYSTEM FOR Scappoose Rural Fire Protection District

Whereas, ORS 242.702 through ORS 242.824 provides for a Civil Service for Firefighters (generally), and

Whereas, ORS 242.704 (1) provides In part that: "(1) ORS 242.702 to 242.824 do not apply to any political subdivision which under its charter, ordinances or regulations has a civil service system covering the employees of its fire department which substantially accomplishes the general purposes of ORS 242.702 to 242.824. However, such political subdivision shall retain such exemption only so long as the civil service system upon which the exemption is based remains in effect". And,

Whereas, Scappoose Rural Fire Protection District desires to amend Its current Civil Service Rules to substantially accomplish the general purposes of ORS 242.702 through 242.824 and, more clearly reflect the practices of a Civil Service System covering more than one employer, now, therefore,

BE IT ORDAINED as follows:

1. There is hereby created a Civil Service Commission for Scappoose Rural Fire Protection District.
2. Scappoose Rural Fire Protection District shall offer Its Civil Service System to other fire districts who by Ordinance/Resolution of their governing bodies agree to the rules and guidelines of the Scappoose Rural Fire Protection District Civil Service System.
3. Agreement of other fire districts being further evidenced by their participation in an Inter Governmental Agreement (IGA) establishing its participation and other conditions of a joint Civil Service System.
4. The Civil Service Commission shall be made up of three members who shall be appointed by the Board of Directors of Scappoose Rural Fire District.
5. The term of office of each member of the Civil Service Commission is four years. Members are allowed to *serve* more than one term and shall *serve* without compensation.

6. No member of the Commission shall be a member of the governing body or an employee of any of the member Districts. Commissioners shall believe in the principles of Civil Service.
7. The Commissioners in place at the time of the adoption of this Ordinance shall retain their current status and terms of office, including appointment as Chairperson.
8. Two members of the Commission shall constitute a quorum, and the affirmative *votes* of any two members shall be sufficient to decide all matters or transactions.
9. The Commission shall prepare and submit a budget to the District for its review and approval in conjunction with the District fiscal cycle each year.
10. The Commission shall follow the rules and guidelines adopted by Scappoose Rural Fire Protection District which substantially accomplishes the general purposes of ORS 242.702 to 242.824.
11. The Civil Service Commissioners in effect at the time of the adoption of this Ordinance are as follows:

Position	Name	Office	Term Expires
1		Chairperson	
2			
3			

13. In Accordance with ORS 242.756 all persons who are covered by Civil Service by any of the member Districts prior to the adoption of this Ordinance shall continue to be covered by Civil Service subsequent the adoption of this Ordinance.
14. Ordinance Resolution 22/23-001 will be the initial Ordinance / Resolution for this Civil Service Commission.
15. The Commission shall appoint a Chief examiner when a vacancy in this position occurs. The Chief Examiner retained by the Commission prior to the adoption of this Ordinance will continue as the Chief Examiner.
16. Scappoose Rural Fire Protection District will supply the Commission with all office supplies, equipment and space necessary to carry on the business of the Commission and provide the commission with such clerical assistance as the commission may consider necessary.
17. The Commission shall make suitable regulations not inconsistent with ORS 242.702 to 242.824

to carry out the provisions thereof. The regulations shall provide in detail the manner in which examinations shall be held, and appointments, promotions, demotions, transfers, reinstatements, suspensions and discharges shall be made. The rules and regulations together with all amendments thereto shall be posted in the fire department and shall be available for inspection in the secretary's office for public inspection. The rules and regulations shall not limit the personal citizenship rights of any members of the fire department.

This matter having come before the Board at its regularly scheduled meeting as follows:

First Reading on: May 11, 2023

2nd Reading on:

The final vote and took place on this matter on and is recorded as follows: AYES:

NAYS:

This Ordinance takes effect thirty (30) days from this date or.

_____, Board President

_____, Recording Secretary

Filed with the County Clerk on:

COMMUNICATIONS

EKU MAGAZINE

A PUBLICATION FOR ALUMNI AND FRIENDS OF EASTERN KENTUCKY UNIVERSITY | SPRING 2023



SPRING 2023

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MIGUEL BAUTISTA, '14

LEADING THE WAY FOR THE NEXT WAVE

When Miguel Bautista witnessed firefighters responding to a structure fire and watched how they operated, it jolted his 18-year-long career in public safety. Now, Bautista serves as the first Latinx division chief for the Scappoose Fire District in Oregon.

According to a 2020 report by the National Fire Protection Association, only two percent of all firefighters in the United States who get promoted to chief officer ranks are of Latinx heritage. Less than eight percent of firefighters in the U.S. are of Latinx or Hispanic heritage.

The oldest of five children, Bautista spent his childhood in Keizer, Oregon. Both of his parents immigrated from Mexico. Growing up, Bautista never noticed people who looked like him or coming from his background working in fields like law enforcement or firefighting. When he started his career nearly two decades ago, he said there weren't as many Latinx firefighters.

"Representation is important," Bautista said. "I understand how important it is for people to see people that look like them in these positions. The lack of representation makes it feel like it is an unobtainable job. When I started this career, I never thought someone like me would be able to pursue a

police or fire service career. I never saw anybody that looked like me, and no one ever told me, 'Yes, you can do this, too.'"

Bautista finished his bachelor's degree during the Great Recession and was looking for a master's degree program in public safety that would give him the option to work in multiple fields. EKU's reputation and versatility of the safety, security and emergency management program caught his attention. He liked that the program focused on more than just his desired field in public safety; it also incorporated occupational safety, security and emergency management and offered the ability to specialize in certain areas. Because he was already working as a firefighter in Oregon, the program being 100 percent online provided an added bonus.

"I credit the program for me being able to secure employment when other people were being laid off during that time," said Bautista.



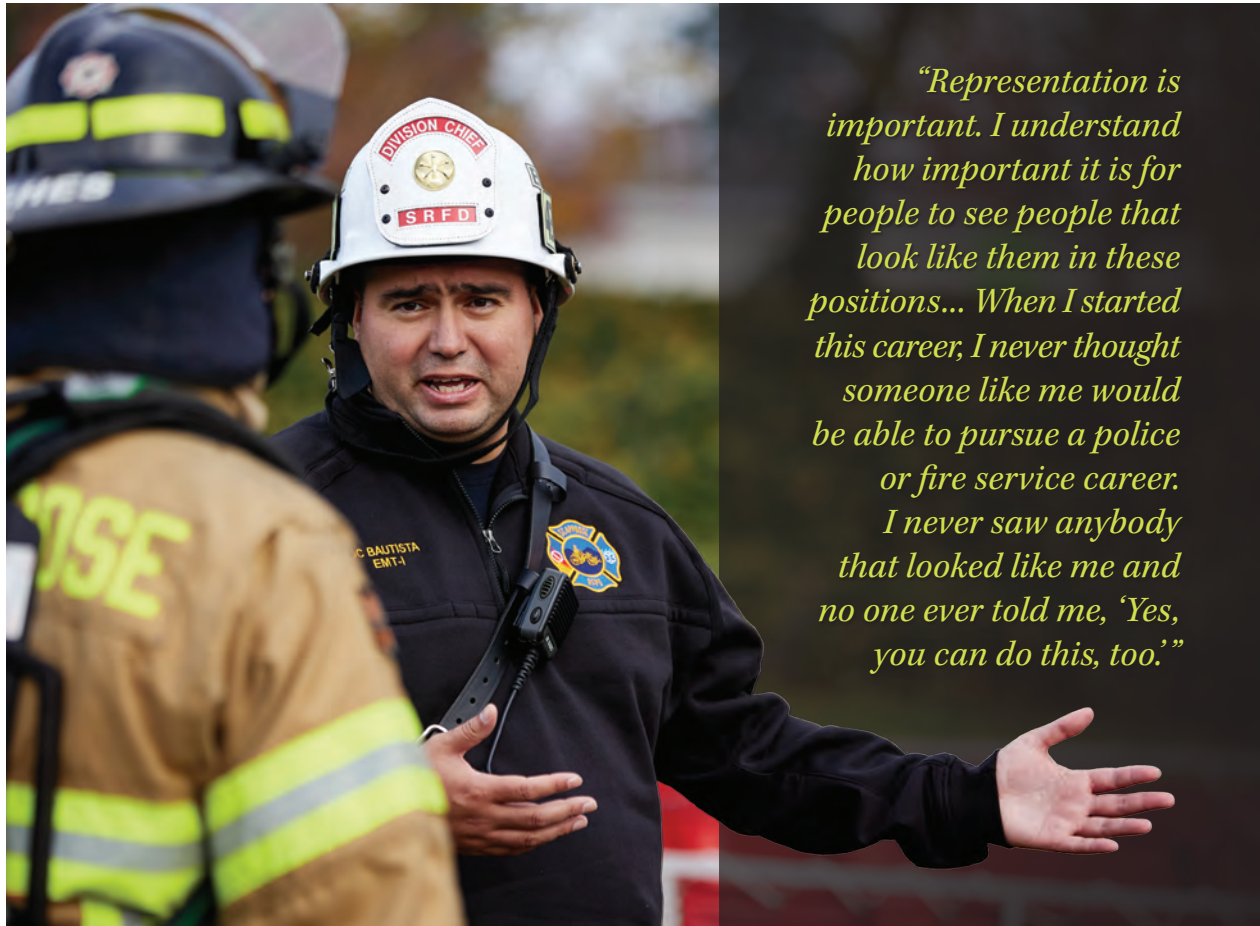


PHOTO: CRAIG MITCHELLOYER

“Representation is important. I understand how important it is for people to see people that look like them in these positions... When I started this career, I never thought someone like me would be able to pursue a police or fire service career. I never saw anybody that looked like me and no one ever told me, ‘Yes, you can do this, too.’”

Having previously worked as a volunteer firefighter, earning his education enabled him to work his way up the ranks as a firefighter to now division chief.

“I use everything I’ve learned from the program in my job,” he continued. “The school does well to build you up to be successful when you’re in your career. When I graduated from ECU, I knew my subject matter, and I knew it well.” Even now, with his many years of experience in the field, he uses the education and knowledge gained from ECU to solve some of the complex problems he encounters as a chief officer.

Some may feel that not being in a physical classroom is not as engaging. However, Bautista says his experience with the online program was the opposite.

“I would say the ECU instructors are very well-versed in their subject matter. They’re very helpful, but they also hold you accountable and encourage you to dig a little deeper when it comes to the quality of your coursework to make sure that you are actively engaging in discussions,” said Bautista.

“Through those discussions, even though they were virtual, I got to know other students as I went through the program. That was beneficial because rather than just taking a quiz and then moving on, it was more than that.”

Although his only time on ECU’s campus was for his graduation ceremony, Bautista takes pride in being an ECU alumnus. “When people are looking for online programs and universities that they’d like to pursue, ECU is one university that I strongly recommend to my friends, colleagues and anybody asking about what programs are worth their time and their money,” said Bautista.

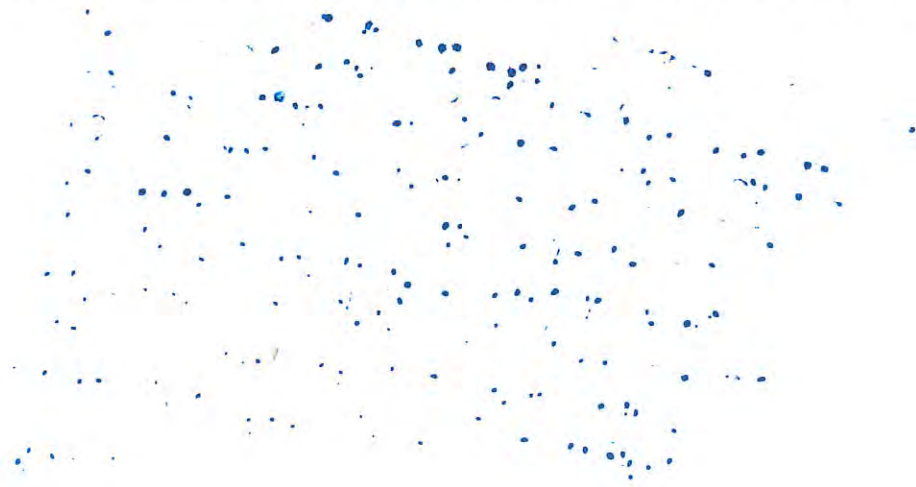
Bautista looks forward to being the charge for more diversity in his field. He’d like to see more people of diverse backgrounds get the education they need so they can work in fire service jobs. By serving as division chief, he hopes to represent the Latinx community and enable others to see the potential in themselves.

“When I conduct myself in public and my profession, I have to remember that eyes are looking, and I’m setting an example and leading the way for the next wave,” Bautista said. ■



Vision

“Seamless, interoperable, and resilient emergency communications throughout Oregon”



Chief Pricher,

Thank you for your presentation and support of the 2023 RADIO Conference! We got very good feedback on your session. Your work is truly remarkable and I can't wait to see where else it goes. If we can ever be of assistance, please don't hesitate to reach out. Keep up the good work and LEAD THE WAY!

William O'Leary



STATEWIDE INTEROPERABILITY



you are



MY
HERO



thanks for
GOING OUT ON A LIMB
for me!

Stuart & I would like
to Thank your EMT &
Paramedic Staff, for Care
& Service recently. Stuart
is on a slow mend.
You guys were so awesome
& we thank you -

Love, Stuart & Carla Johnson
52518 NE 8th - Scappoose



April 21, 2023

Division Chief Bautista
Scappoose Rural Fire Protection District
52751 Columbia River Highway
Scappoose, Oregon 97056
United States

Dear Division Chief Bautista:

Congratulations. Your grant application for an FM Global fire prevention grant stood out among the hundreds we received, and we will be funding \$2955 for to attend a marine fire investigation course. We hope the additional funding will help to strengthen your efforts to ultimately, and more effectively prevent fire—the leading cause of property destruction worldwide.

Award checks and plaques will be mailed in May to your attention at the address above. Please feel free to use the attached news release that we've prepared for you to promote news media interest.

During the past 40 years, FM Global has awarded millions of dollars in funding to fire departments and related agencies worldwide. With a shared philosophy that the majority of property loss is preventable—not inevitable—we can make a difference in preventing the frequency and severity of fire...together.

Once again, congratulations on your recent fire prevention grant awarded by FM Global, one of the world's largest commercial property insurers.

If you have any questions regarding your award, please feel welcome to e-mail me.

Best wishes for continued success in your fire prevention endeavors.

A handwritten signature in black ink, appearing to read "Michael Spaziani".

Michael Spaziani
Assistant Vice President, Manager - Fire Service Programs

*CC: Scott Calhoun - San Francisco Operations
22-222 - Scappoose Rural Fire Protection District*

Chapter 8.08

FIRE PREVENTION REGULATIONS

Sections:

8.08.010 Burning--Permit required.

8.08.020 Compliance with regulations.

~~8.08.030 Violation--Penalty.~~

8.08.030 Compliance with and Enforcement of Adopted Fire Code.

8.08.040 Violation--Penalty.

8.08.010 Burning--Permit required. A. It is unlawful for anyone to burn or to set fire to any grass, brush, rubbish, waste material, or any other combustible material within the city without first having obtained a written or printed permit to do so from the Scappoose ~~rural fire protection district~~ Rural Fire Protection District. This section applies to the burning of waste material or debris within approved barrels and incinerators, as well as, all other burning. All burning shall be done safely under supervision, and with adequate protection.

B. If any fire shall escape and injure or endanger the property of another, this shall constitute prima facie evidence that such burning was not safe and was not under adequate protection and was in violation of this section.

C. When anyone shall apply for a permit, the fire chief or their designee shall issue one, unless it appears to ~~him~~ the fire chief or their designee that such burning would be hazardous or the atmospheric conditions are such that the burning would cause air pollution to an unacceptable degree.

D. The specifications that must be met to constitute an incinerator of an approved type will be set by the fire chief or their designee. The burning of garbage, including, but not limited to, food and kitchen waste, is prohibited. Burning shall be limited to residential backyard type. No commercial or industrial burning is allowed except by special permit from ~~fire chief~~ Scappoose Rural Fire Protection District.

8.08.020 Compliance with regulations. All burning within the city shall comply with the most current rules and regulations of the U.S. Environmental Protection Agency, the Oregon Department of Environmental Quality, the Oregon Department of Forestry, and the Scappoose Rural Fire Protection District. ~~U.S. Department of Environmental Quality, Northwest Oregon Region, which are now or are hereafter in effect, and the rules and regulations of the Scappoose rural fire protection district now or hereafter in effect.~~

8.08.030 Compliance with and Enforcement of Adopted Fire Code.

A. The Scappoose Rural Fire Protection District shall have the authority to enforce the provisions of the most recently adopted Oregon Fire Code, including any applicable amendments, within the

boundaries of the city.

B. The authority delegated and/or extended to Scappoose Rural Fire Protection District is made by an intergovernmental agreement executed by both parties. If such agreement is terminated, this section shall become null and void.

8.08.040 Violation--Penalty. A. One warning of a violation shall be given and any violation thereafter, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars for violations of Section 8.08.010.

B. Citations of violations in accordance with any section of this Title shall be made through the Scappoose Municipal Court and shall generally follow the rules and procedures outlined in Chapter 8.20 - Nuisances for the administration of citations.

C. The penalties for violations of Section 8.08.030 shall be made in accordance with the most recently adopted version of the Scappoose Rural Fire Protection District's Master Fee Schedule.