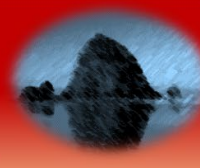




Cannon Beach

Rural Fire Protection District

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Cannon Beach Rural Fire Protection District

Board of Directors

Regular Meeting – April 8th, 2024, at 6:00pm

Fire Station Board Room – 188 Sunset Boulevard, Cannon Beach, OR

AGENDA

(posted April 1, 2024)

- Call to Order
- Approve Agenda
- Public Comments and Correspondence
- Introduction and pinning of new firefighters
- Approve March 11, 2024, meeting minutes.
- Status Reports
 - Finance
 - Call Response
 - Training
 - Projects
 - Civil Service
- Business Items
 - Discussion of accounting services – (Information)
 - IGA with Hamlet for Part-time staffing – (information)
 - IGA with Hamlet for State Conflagrations – (Information)
 - IGA with Hamlet for Administrative services – (Information)
 - Approve changes to policy 5 – Personnel (Action)
- Directors Comments
- Meeting Minutes Review
- Adjourn

Public is welcome to join in person or by Zoom.

<https://zoom.us/j/96909730187>

Meeting ID: 969 0973 0187

+1 253 215 8782 US (Tacoma)

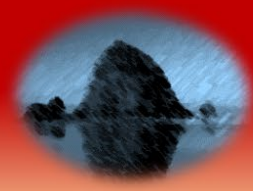
Public comment will be taken at the beginning of the meeting and is limited to three minutes per person.



Cannon Beach

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STAFF REPORT

FIREFIGHTER INTRODUCTION

Agenda Date: April 8, 2024

Prepared by: Marc Reckmann, Fire Chief

BACKGROUND

With the voter approval of the local option levy in November, we conducted a hiring process. Through that assessment process we hired three firefighters and created a list for future vacancies. Three firefighters started initial training on March 6th. They will have 6 weeks of day training, before moving to shift on April 15th.

Strategies:

With the initial training completed, Cannon Beach Fire will be staffed with 2 firefighter/EMT 24 hours a day starting April 15th.

RECOMMENDATION

Please welcome Kevin Slater, James Hutchison, and Matt Thornehill.

Kevin Slater join as volunteer with Cannon Beach in 2018 has been instrumental in the lifeguard program. While in Cannon Beach, has been employed by Coaster Construction . Kevin lives in Cannon Beach with his wife Camille.

James Hutchison grew up in Seaside and join Gearhart Fire Department in August of 2014. James came to Cannon Beach as a part-time and volunteer October of 2023.

Matt Thornehill joined Cannon Beach Fire as a volunteer in fall of 2020. Matt has worked as a lifeguard 2 seasons and has also worked in the part time program. Matt lives in Elsie with his wife Stevie and daughter Willow.

List of Attachments

none

Cannon Beach Rural Fire Protection District
Board of Directors
Regular Meeting – March 11th ,2024 at 6:05PM
 Fire Station Board Room – 188 Sunset Boulevard, Cannon Beach, OR
MINUTES

- **Call to Order**

- **Presiding:** Bob Heymann
- **Recording Secretary:** Karen Apple
- **Directors Present:** Heidi Dethloff, Dave Herman, Bob Heymann, Jenee Pearce-Mushen, Dave Pietka
- **Staff Present:** Marc Reckmann, Jason Smith

- **Public Comments and Correspondence-** None

- **Approve the minutes from Feb. 12th,2024.**

Motion: Approve min for Feb. 12 th ,2024		
Moved: Dave Pietka	Seconded: Jenee Pearce-Mushen	Approved 5-0

- **Status Reports**

- **Finance** - Reckmann (attachment A)
- **Call Response** – Reckmann (attachment B)
- **Staffing** – (attachment C)
- **Projects** - Reckmann (attachment D)
- **Civil Service** – Reckmann (attachment E)

- **Business Items**

- **Finding of Fact Public Hearing, Arch Cape station addition – approve finding of facts-** (action)

Motion: Arch Cape station addition to approve finding facts		
Moved: Jenee Pearce-Mushen	Seconded: Heidi Dethloff	Approved 5-0

- **Approve Chief Review and step increase** – (action)

Motion: approve IGA (review and the step increase)		
Moved: Dave Pietka	Seconded: Heidi Dethloff	Approved 5-0

- **Cost recovery repeal Ordinance 21-01 & 21-02 and replace with Ordinance 24-01** – (action)

Motion: approve IGA		
Moved: Dave Pietka	Seconded: Jenee Pearce-Mushen	Approved 5-0

- **Approve 2024-2025 COLA**– (action)

Motion: Approve 2024-2025 COLA 3% increase		
Moved: Dave Pietka	Seconded: Jenee Pearce-Mushen	Approved 5-0

- **Discussion of Chief officer housing** – (information) Bob wanted to give background on housing. We are currently looking at properties that we could possibly rent. The question is what the district role should be, renting, leasing, etc. The 2nd issue is that the chief came to Bob asking that this be put in a policy. The discussion that Dave and Bob have been having is “what do we need for standard of cover what is the impression that we want to give our community.” They have been going back and forth on what is in the current policy. Heidi did ask to see the policy. The Chief did go over the background of what the contracts say about housing and the original policy. The Chief would like to point out that the #1 - issue he needs to be in district #2 - issue is the cost of housing. The chief believes for planning in the next few years is officer housing in the district. Both he and John could have a big possibility of leaving in the next 5 years. If we don't have housing for upcoming officers, we won't be able to get new officers interested in coming here. Bob would like to come back on our next meeting if we want to create a new policy.
 - **Discussion and update of Capital Reserve to include staff vehicles and Lifeguard equipment** – (information) The Chief went over all current staff vehicles. What they are purposing is the at chief's vehicle will go to Shaunna the pickup will go to the lifeguard, everything else will stay as is. We are getting the expedition from the police dept and that will go to the new head lifeguard and the Chief will get a new vehicle. This is in the budget to get a new vehicle.
 - **Discussion of Hamlet relationship** – (information) The Chief went over what we are doing with our relationship with Hamlet, Jason and chief have met with their volunteers. We are helping guide them and help them while they have no chief. Jason and Chief feel that Hamlet is very important to us. We will probably start merging our volunteers. The Chief feels this is a good relationship. We have heard nothing from their board at this point, but we expect that we will hear from them this Thursday at their board meeting. The chief would like to help them with getting a staffing grant for 35k.
-
- **Directors Comments- None**

 - **Meeting Minutes Review**

 - **Adjourn**

- **Directors Comments**

- Dethloff: None
- Herman: None
- Heymann: None
- Pearce-Mushen: Had a blood drive at the Chamber today.
- Pietka: None

- Meeting minutes presented online by Apple and approved with minor changes.

- ***The meeting adjourned at 9:03pm.***

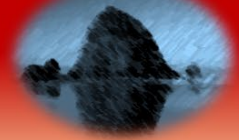
X

Robert Heymann
President



Cannon Beach Fire & Rescue

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Fire Chief Report Reporting Period: March 1 to March 31

Projects and Administration

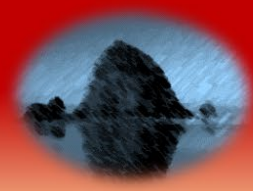
- 🔥 Significant calls
 - 49, nothing significant, but a significant increase.
- 🔥 Building
 - Coming to completion of renovation
- 🔥 Radio system:
 - Completing a 190 agreement (non-taxing district)
 - New CAD working on 18 month implantation
 - Hopefully moving to county wide dispatch channel this summer.
 - Completely new vision of dispatch center, moving in the right direction.
- 🔥 Apparatus
 - Ladder truck is getting transmission rebuilt.
- 🔥 Meetings
 - County Fire Defense
 - City Staff
 - City Council
 - County Ambulance Service Area Committee
 - Communication committee
- 🔥 Chief vacation:
 - Chief conference May 1-3
 - Vacation June 14-22
- 🔥 Projects
 -
 -



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Project update 4/3/24

Project:

Cannon Beach Fire Station Seismic Rehabilitation Grant

Description:

In September of 2022 Cannon Beach Fire District was awarded a \$1,926,881 grant to complete Seismic upgrades to the station.

Status:

Have contract with WRK engineers and CB Construction for the project. Project must be completed by September 30, 2024.

Bid for seismic is 1.3M. Bid for extra work (lighting, bay heat, siding) \$67,000. Very close to finished with complete project. On the final touch ups.

Project:

New Engine

Description:

In May of 2021 a purchase agreement was signed with HME for the purchase of a new engine for \$552,158. A loan was acquired for \$300,000 of that for 5 years with an annual payment of \$65,000 beginning June of 2022. The Engine was originally to be delivered March of 2022.

Status:

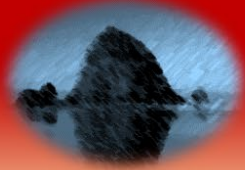
Went back to Eugene for another issue. Still waiting on HME to authorize the repair. Have now been in contact with our attorney to discuss legal action. Demand letter sent with a request for response by January 5th. Received communication from HME, they have sent plans to Oregon Apparatus for repair, needed valve is backordered, may be 8 weeks before valve is received. Delivery is estimated 2nd week of April.



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Project:

COWS

Description:

The Community Warning System (COWS) was put into place in 1995. There have been few upgrades done to it over the years, but the funding has not been there to do the maintenance that it needs. In 2022 an agreement was reached with the City of Cannon Beach to begin turning the overall operations of the program as well as the maintenance and upgrades of the towers inside the City of Cannon Beach over to Cannon Beach Emergency Management. Cannon Beach Fire District will be responsible for the maintenance of the towers located in Arch Cape.

Status:

New cabinets arrived, working on install plan. March 4-5 final prep visit. April 15-18 Install of system.

Project:

Arch Cape addition

Description:

Plan to add 2400 square feet to the south side of the building. Been working on process for RFQ.

Status:

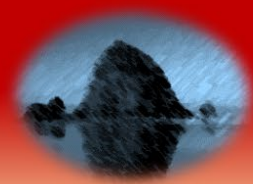
Approved the design/build process. Began working on RFQ. Was given notice that this station is eligible for seismic grant now that it is 10 years old. After talking to architect, we are going to slow down a bit and submit grant request for seismic retrofit grant which would pay for part of the addition costs.



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Project:

New staff vehicle

Description:

Approved at the March board meeting to move forward with new staff vehicle purchase.

Status:

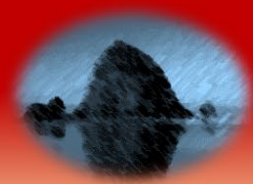
When contacted fleet purchase, it was found out that a base model expedition and Tahoe was 2 year wait. After further research found a company that has prebuild command vehicles. Was given 2 local departments that purchased vehicles from them recently and contacted them. Both department were happy with the product. Have ordered and will have by end of April.



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March 2024 Call Statistics

Calls for service by month/year:

January	47	41	29	56
February	33	32	30	41
March	28	36	45	49
TOTAL for TYD	108	109	104	146

Tourism vs. resident calls:

ANSWERS	# INCIDENTS	% of Total
District Resident or Property Owner?		
No	32	65%
Yes	17	35%

Types of calls:

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	2%
Rescue & Emergency Medical Service	32	65%
Service Call	7	14%
Good Intent Call	7	14%
False Alarm & False Call	2	4%
TOTAL	49	100%

Arch Cape vs. Cannon Beach area	# INCIDENTS	% of Total
Arch Cape	8	16%
Cannon Beach	41	84%

Cannon Beach Fire & Rescue

Cannon Beach, OR

This report was generated on 4/4/2024 12:49:13 PM



Type and Action per Incident for Date Range

Station: All Stations | Start Date: 03/01/2024 | End Date: 03/31/2024

INCIDENT #	INCIDENT TYPE	PRIMARY ACTION TAKEN	STATION NAME	Response notes
2024-98	321 - EMS call, excluding vehicle accident with injury	Provide first aid & check for injuries	Cannon Beach	
2024-99	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-100	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-101	321 - EMS call, excluding vehicle accident with injury	Control traffic	Arch Cape	
2024-102	551 - Assist police or other governmental agency	Control traffic	Cannon Beach	
2024-103	622 - No incident found on arrival at dispatch address	Action taken, other	Cannon Beach	
2024-104	551 - Assist police or other governmental agency	Investigate	Cannon Beach	
2024-105	611 - Dispatched & cancelled en route	Cancelled en route	Cannon Beach	
2024-106	551 - Assist police or other governmental agency	Investigate	Cannon Beach	
2024-107	550 - Public service assistance, other	Assist physically disabled	Cannon Beach	
2024-108	322 - Motor vehicle accident with injuries	Provide advanced life support (ALS)	Cannon Beach	MVA due to medical, cardiac arrest. Great response.
2024-109	611 - Dispatched & cancelled en route	Cancelled en route	Cannon Beach	
2024-110	111 - Building fire	Extinguishment by fire service personnel	Cannon Beach	2nd alarm structure fire seaside. Great response. 3 chiefs, 2 engines, and still 4 personel in station.
2024-111	736 - CO detector activation due to malfunction	Investigate	Cannon Beach	
2024-112	321 - EMS call, excluding vehicle accident with injury	Emergency medical services, other	Arch Cape	
2024-113	611 - Dispatched & cancelled en route	Cancelled en route	Cannon Beach	
2024-114	321 - EMS call, excluding vehicle accident with injury	Provide advanced life support (ALS)	Cannon Beach	
2024-115	321 - EMS call, excluding vehicle accident with injury	Provide advanced life support (ALS)	Cannon Beach	Cardiac arrest, great response.

Cannon Beach Fire & Rescue

Cannon Beach, OR

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Type and Action per Incident for Date Range

Station: All Stations | Start Date: 03/01/2024 | End Date: 03/31/2024

2024-116	551 - Assist police or other governmental agency	Investigate	Arch Cape	
2024-117	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Arch Cape	
2024-118	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-119	321 - EMS call, excluding vehicle accident with injury	Provide first aid & check for injuries	Cannon Beach	
2024-120	364 - Surf rescue	Investigate	Cannon Beach	Good response. Had new hires in training.
2024-121	321 - EMS call, excluding vehicle accident with injury	Provide first aid & check for injuries	Cannon Beach	
2024-122	622 - No incident found on arrival at dispatch address	Investigate	Cannon Beach	
2024-123	341 - Search for person on land	Search	Cannon Beach	
2024-124	321 - EMS call, excluding vehicle accident with injury	Provide first aid & check for injuries	Cannon Beach	
2024-125	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-126	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-127	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-128	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-129	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-130	324 - Motor vehicle accident with no injuries.	Control traffic	Cannon Beach	
2024-131	321 - EMS call, excluding vehicle accident with injury	Provide first aid & check for injuries	Cannon Beach	
2024-132	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-134	322 - Motor vehicle accident with injuries	Recover body	Cannon Beach	
2024-135	611 - Dispatched & cancelled en route	Cancelled en route	Cannon Beach	

Cannon Beach Fire & Rescue

Cannon Beach, OR

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Type and Action per Incident for Date Range

Station: All Stations | Start Date: 03/01/2024 | End Date: 03/31/2024

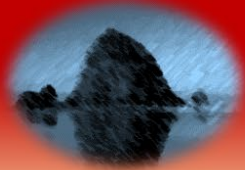
2024-136	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-137	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-138	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-139	611 - Dispatched & cancelled en route	Cancelled en route	Arch Cape	
2024-140	561 - Unauthorized burning	Extinguishment by fire service personnel	Cannon Beach	
2024-141	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-142	745 - Alarm system activation, no fire - unintentional	Investigate	Arch Cape	
2024-143	321 - EMS call, excluding vehicle accident with injury	Provide basic life support (BLS)	Cannon Beach	
2024-144	321 - EMS call, excluding vehicle accident with injury	Provide advanced life support (ALS)	Arch Cape	
2024-145	321 - EMS call, excluding vehicle accident with injury	Provide first aid & check for injuries	Cannon Beach	
2024-146	552 - Police matter	Assistance, other	Cannon Beach	



Cannon Beach

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STAFF REPORT

ACCOUNTING SERVICES

Agenda Date: April 8, 2024

Prepared by: Marc Reckmann, Fire Chief

BACKGROUND

Prior to 2009, Cannon Beach Fire District did accounting in house. With the retirement of Mike Graham, the district outsourced the accounting. In 2017, the district contracted with Bill Cote, CPA for services. Since that time the district has grown and there is more demand for his office. Bill sent us a notice last month that he would not be seeking to renew the contract with the district. We do not have the ability to completely take on the responsibility, specifically payroll.

Strategies:

Seeking an accountant that can assist with payroll and reports.

RECOMMENDATION

Continue to reach out to known accountants. Post advertisement on Facebook.

List of Attachments

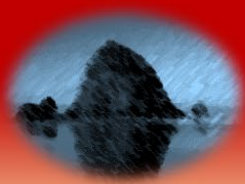
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STAFF REPORT

HAMLET PART-TIME STAFFING

Agenda Date: April 8, 2024

Prepared by: Marc Reckmann, Fire Chief

BACKGROUND

Hamlet Fire District has received a \$35,000 grant for summer staffing. This is the same grant that we will receive and that we have for the last 2 years that has started our part-time program. Hamlet Fire District does not have the ability to manage payroll. I have spoke with the grant manager about using Cannon Beach Fire to manage the part time program.

Strategies:

Allow for 3 part time per day, sending 1 to Hamlet to staff. This will be a benefit to Cannon Beach as it will help staff Hamlet to respond for coverage of Cannon Beach. It will also help train Hamlet Fire personnel. At the end of September, we will bill Hamlet Fire for the hours worked at Hamlet, the grant allows up to 10% to be used for administration of the grant, so if all money is not used by staffing we can bill for 10%.

RECOMMENDATION

Review and recommend changes to IGA.

List of Attachments

none

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This agreement, by and between Cannon Beach Rural Fire Protection District (CBRFPD) and Hamlet Rural Fire Protection District (HRFPD) made and entered into the 1st day of May, 2024, for the purpose sharing resources from the State of Oregon Wildfire Staffing Grant

RECITALS

Whereas Oregon Revised Statutes (ORS) Chapter 190 authorizes units of local government to enter into written agreements with other units of local government for any or all of the functions and activities of a municipality to the agreement; and

Whereas, both entities are a duly organized government agencies; and

Whereas, a strong working relationship is an asset to both entities.

AGREEMENT

Now, therefore, in consideration of each entity's performance of the covenants, terms and conditions herein as they run to the benefit of the other, the entities mutually agree:

SECTION 1 - PURPOSE

- 1.1 The purpose of this agreement is for Cannon Beach RFPD to provide personnel to staff the Hamlet RFPD Necanicum Fire Station with 1 person from June 1 to October 1. This is made possible through the State of Oregon Wildfire Staffing Grant.
- 1.2 Recognizing the purpose and the spirit with which this agreement is entered into, both entities agree to cooperate, consult, meet, and work together in resolving, to the mutual satisfaction of entities, any question or problems which may hereafter arise in connection with the performance of this agreement. This agreement is made in good faith that there are no promises from CBRFPD on level of service, but CBRFPD will make best efforts to assist HRFPD.

SECTION 2 - TRAINING

CBRFPD shall be trained in the operation and driving of all HRFPD apparatus. HRFPD be encouraged to also work as long as meet training requirements set forth in the grant.

SECTION 3 – PERSONEL

While working, all personnel will be CBRFPD employees and will be subject to personnel polices of CBRFPD. CBRFPD will be responsible for all reporting a payroll.

SECTION 4 - COMPENSATION

CBRFPD will file all paperwork with the state for compensation. All personnel, CBRFPD or HRFPD will be paid through CBRFPD. At the end of the grant period, CBRFPD will provide HRFPD with a detailed invoice up to \$35,000; 10% may be for administration of the grant.

SECTION 5- RELEASE OF LIABILITY

To the extent that such claims are covered by HRFPD insurance, HRFPD agrees that it will defend, save and hold harmless CBRFPD from any and all claims that result from HRFPD providing services under this agreement. This specifically includes defense of HRFPD for any actions brought against it by any party as a result of CBRFPD actions in responding to an emergency on HRFPD behalf.

SECTION 6 – LIABILITY AND WORKERS COMPENSATION

HRFPD and CBRFPD agree to provide liability and workers compensation insurance for their respective personnel.

SECTION 8 – TERM

This agreement shall be in place after signed until parties agree to terminate the agreement.

SECTION 9 – DEFAULT

Any party who has cause to believe that the other party is in default of any of the terms or conditions of this agreement running to the benefit of the former, shall give the party alleged to be in default notice in writing and allow not less than ten (10) days in which the default may be cured; and if not so cured, the complaining party may declare this agreement and its further obligations to be terminated.

The parties may mutually agree at any time to terminate this agreement.

SECTION 10 – OBLIGATIONS

CBRFPD will fill all paperwork with the State of Oregon for reimbursement. CBRFPD will provide HRFPD a breakdown of costs and reimbursement, providing HRFPD reimbursement after reimbursement is received from the State of Oregon.

SECTION 11 - ENTIRE AGREEMENT

This written agreement is the entire agreement of the entities hereto regarding the subject matter of this agreement and contains all of the terms and conditions of the

agreement between the entities. All prior agreements, understandings or the like, whether written or verbal, are superseded by this agreement and shall be of no force or effect whatsoever. Any amendment to this agreement shall be in writing and signed by the representatives of the entities as duly authorized by the governing body of each entity.

SECTION 13 - EXECUTION

The execution of this agreement by each of the undersigned is done pursuant to the authorization of the governing body of each entity, voted upon in an open meeting in accordance with Oregon Law, and each person executing this agreement hereby certifies that they are authorized to execute this agreement on behalf of Hamlet RFPD and Cannon Beach RFPD. In witness whereof, the entities, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

Cannon Beach Rural Fire Protection District

By: _____
Name: Bob Heymann
Title: Board President

Date: _____

Hamlet Rural Fire Protection District

By: _____
Name: Norma Painter
Title: Board President

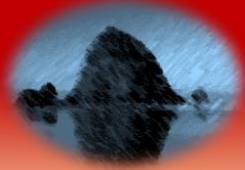
Date: _____



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STAFF REPORT

HAMLET STATE CONFLAGRATIONS

Agenda Date: April 8, 2024

Prepared by: Marc Reckmann, Fire Chief

BACKGROUND

Cannon Beach Fire participates with sending resources with the Clatsop County Task Force for state wildfire conflagrations. Cannon Beach participates with sending type 6 and team leader. If they state requests type 3 resources, we do not participate as we do not have a type 3 apparatus. When a team of type 3 goes out, there is a struggle to staff a water tender with them.

Strategies:

Hamlet Fire has a very nice water tender, but not the personnel to send it. This agreement would allow for Cannon Beach to staff the water tender and send it with the type 3 team. The agreement would be to split the revenue with the state for the apparatus 2/3 to Hamlet 1/3 to Cannon Beach. Cannon Beach would also benefit from the revenue of the personnel as it is likely it would be paid staff on the tender.

RECOMMENDATION

Review and recommend changes to IGA.

List of Attachments

none

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This agreement, by and between Cannon Beach Rural Fire Protection District (CBRFPD) and Hamlet Rural Fire Protection District (HRFPD) made and entered into the 1st day of May, 2024, for the purpose sharing resources for State of Oregon Conflagration

RECITALS

Whereas Oregon Revised Statutes (ORS) Chapter 190 authorizes units of local government to enter into written agreements with other units of local government for any or all of the functions and activities of a municipality to the agreement; and

Whereas, both entities are a duly organized government agencies; and

Whereas, a strong working relationship is an asset to both entities.

AGREEMENT

Now, therefore, in consideration of each entity's performance of the covenants, terms and conditions herein as they run to the benefit of the other, the entities mutually agree:

SECTION 1 - PURPOSE

- 1.1 The purpose of this agreement is for Cannon Beach RFPD to provide personnel to staff the water tender (3332) to respond at part of the Clatsop County Wildland taskforce/striketeam.
- 1.2 Recognizing the purpose and the spirit with which this agreement is entered into, both entities agree to cooperate, consult, meet, and work together in resolving, to the mutual satisfaction of entities, any question or problems which may hereafter arise in connection with the performance of this agreement. This agreement is made in good faith that there are no promises from CBRFPD on level of service, but CBRFPD will make best efforts to assist HRFPD.

SECTION 2 - TRAINING

CBRFPD shall be training the operation and driving of HRFPD water tender. HRFPD personnel may also staff the water tender and deploy on the taskforce/striketeam if they meet the state training requirements.

SECTION 3 – AUTHORITY

HRFPD gives CBRFPD the authority to staff and respond the water tender as a CBRFPD resource on paperwork with the state as to make paperwork easier on all parties.

SECTION 4 - COMPENSATION

CBRFPD will file all paperwork with the state for compensation. All personnel, CBRFPD or HRFPD will be paid through CBRFPD. After any fuel deductions or apparatus repairs because of the deployment, CBRFPD will pay HRFPD 2/3 of the received apparatus reimbursement. All personnel costs and reimbursement will be CBRFPD.

SECTION 5- RELEASE OF LIABILITY

To the extent that such claims are covered by HRFPD insurance, HRFPD agrees that it will defend, save and hold harmless CBRFPD from any and all claims that result from HRFPD providing services under this agreement. This specifically includes defense of HRFPD for any actions brought against it by any party as a result of CBRFPD actions in responding to an emergency on HRFPD behalf.

SECTION 6 – LIABILITY AND WORKERS COMPENSATION

HRFPD and CBRFPD agree to provide liability and workers compensation insurance for their respective personnel.

SECTION 8 – TERM

This agreement shall be in place after signed until parties agree to terminate the agreement.

SECTION 9 – DEFAULT

Any party who has cause to believe that the other party is in default of any of the terms or conditions of this agreement running to the benefit of the former, shall give the party alleged to be in default notice in writing and allow not less than ten (10) days in which the default may be cured; and if not so cured, the complaining party may declare this agreement and its further obligations to be terminated.

The parties may mutually agree at any time to terminate this agreement.

SECTION 10 – OBLIGATIONS

CBRFPD will fill all paperwork with the State of Oregon for reimbursement. CBRFPD will provide HRFPD a breakdown of costs and reimbursement, providing HRFPD reimbursement after reimbursement is received from the State of Oregon.

SECTION 11 - ENTIRE AGREEMENT

This written agreement is the entire agreement of the entities hereto regarding the subject matter of this agreement and contains all of the terms and conditions of the

agreement between the entities. All prior agreements, understandings or the like, whether written or verbal, are superseded by this agreement and shall be of no force or effect whatsoever. Any amendment to this agreement shall be in writing and signed by the representatives of the entities as duly authorized by the governing body of each entity.

SECTION 13 - EXECUTION

The execution of this agreement by each of the undersigned is done pursuant to the authorization of the governing body of each entity, voted upon in an open meeting in accordance with Oregon Law, and each person executing this agreement hereby certifies that they are authorized to execute this agreement on behalf of Hamlet RFPD and Cannon Beach RFPD. In witness whereof, the entities, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

Cannon Beach Rural Fire Protection District

By: _____
Name: Bob Heymann
Title: Board President

Date: _____

Hamlet Rural Fire Protection District

By: _____
Name: Norma Painter
Title: Board President

Date: _____

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This Agreement, by and between Cannon Beach Rural Fire Protection District (“CBRFPD”) and Hamlet Rural Fire Protection District (“HRFPD”) (collectively, the “Districts”), is made and entered into the ___ day of _____, 2024, for the purpose of having CBRFPD provide administrative services to HRFPD.

RECITALS

WHEREAS, Oregon Revised Statutes (“ORS”) Chapter 190 authorizes units of local government to enter into written agreements with other units of local government for any or all of the functions and activities of a municipality to the agreement; and

WHEREAS, both Districts are a duly organized rural fire protection districts under ORS Chapter 478; and

WHEREAS, due to staffing changes, HRFPD desires for CBRFPD to provide administrative support services for HRFPD for the foreseeable future; and

WHEREAS, HRFPD remains an important fire protection district for the community, as well as CBRFPD, given its coverage area, equipment, and supplies that are shared with CBRFPD; and

WHEREAS, the Districts collectively recognize need for CBRFPD to provide administrative services for HRFPD, and desire to memorialize the terms, conditions, and obligations for providing these administrative services.

Now, therefore, in consideration of each party’s performance of the covenants, terms, and conditions herein, the parties mutually agree as follows:

AGREEMENT

SECTION 1 – PURPOSE

- 1.1 The purpose of this agreement is for CBRFPD to provide certain administrative services for HRFPD.
- 1.2 These “Administrative Services” include, but are not limited to: access and water supply plan review; monthly activity reporting; reporting to insurance; reporting to state fire marshal office; grant management; coordination of station and apparatus repair; and personnel management, training, and board reports. Additional terms and conditions of certain Administrative Services, such as Training and Alarm Response, are provided further below, in Sections 2 and 3.

- 1.3 Recognizing the purpose and the spirit with which this Agreement is entered into, the Districts agree to cooperate, consult, meet, and work together in resolving, to the mutual satisfaction of the Districts, any question or problems which may hereafter arise in connection with the performance of this Agreement.
- 1.4 This Agreement is made in good faith that there are no promises from CBRFPD on level of service, but CBRFPD will make best efforts to assist HRFPD.

SECTION 2 – TRAINING

- 2.1 CBRFPD shall provide fire & EMS training to HRFPD personnel.
- 2.2 Training will be in conjunction with training of CBRFPD personnel. All HRFPD personnel shall be placed on the Department of Public Safety Standards and training roster for CBRFPD to aid in accreditation process.
- 2.3 As reasonably practical, and within CBRFPD's sole discretion, personnel from CBRFPD will be trained on HRFPD apparatus, and personnel from HRFPD will be trained on CBRFPD apparatus.

SECTION 3 – ALARM RESPONSE

- 3.1 As reasonably practical, and within CBRFPD's sole discretion, CBRFPD will provide HRFPD with a duty officer to handle calls into HRFPD. When handling calls for HRFPD, CBRFPD shall have full and total control of the incidents they respond to in HRFPD coverage area.
- 3.2 Personnel from HRFPD may be issued gear by CBRFPD, and personnel from CBRFPD may be issued gear from HRFPD to aid in any response.

SECTION 4 – HRFPD OBLIGATIONS

- 4.1 HRFPD agrees to provide CBRFPD with all reports and personnel files on HRFPD personnel, including copies of any physicals or other medical information which might indicate any inability or restriction on the part of any member to participate in training or fire and emergency response activities.
- 4.2 HRFPD agrees to provide CBRFPD all reports of the storage of hazardous materials, including their location and amounts located within the district.
- 4.3 HRFPD agrees to provide copies of all fire and safety inspections and to coordinate pre- fire planning within the HRFPD area with CBRFPD.

SECTION 5 - COMPENSATION

- 5.1 For the Administrative Services provided under this Agreement, HRFPD will pay CBRFPD \$5,000 (Five Thousand Dollars) annually.
- 5.2 HRFPD shall remit payment by January of the budget year.

SECTION 6 - INDEMNIFICATION

- 6.1 To the extent permitted by Oregon law, HRFPD agrees to indemnify, hold harmless, and defend CBRFPD, and its officers, elected officials, agents, and employees and volunteers, from any and all costs, damages, claims, or actions arising out of or based upon damages or injuries to persons or property caused by HRFPD in performance of this Agreement, or caused by CBRFPD, in performance of services under this Agreement on behalf of HRFPD.

SECTION 7 – INSURANCE AND WORKERS COMPENSATION

- 7.1 The Districts represent that they are insured according to statutory limits set in the State of Oregon for liability, property, or auto claims. The Districts shall maintain insurance to cover any claim that may result from or arise out of this Agreement.
- 7.2 HRFPD and CBRFPD agree to provide liability and workers compensation insurance for their respective personnel.

SECTION 8 – TERM AND TERMINATION

- 8.1 The term of this Agreement shall be for one (1) year, commencing on the 1st day of July, 2024. This Agreement shall automatically renew on the 30th day of June of each successive year.
- 8.2 Either District may decide to terminate this Agreement at any time, subject to the following procedure. Prior to termination, the Districts shall meet within 30 days, on a mutually acceptable date to review the Agreement, make any modifications necessary thereto, and determine whether to terminate or continue the Agreement. If either District still wishes to terminate this Agreement after the meeting, such termination shall be effective [60] days after notice is provided to the other District in writing.
- 8.3 Upon breach or default of any term of this Agreement by one of the parties, then the non-defaulting party may elect to terminate this Agreement, provided that the

non-defaulting party provide the defaulting party ten (10) days to cure the alleged violation or breach of this Agreement. If the defaulting party fails to do so, then the Agreement shall be considered terminated upon expiration of that ten-day period. If CBRFPD is the party terminating the agreement, all sums paid by HRFPD will be returned on a pro-rated basis covering the time service was provided.

SECTION 9 – MISCELLANEOUS PROVISIONS

- 9.1 Legal Relationship; No Additional Benefits. Both parties agree and acknowledge that this Agreement create no partnership or joint venture, and that each party remains a separate public body and retains all immunities and privileges granted to them under Oregon law. The parties intend that the legal relationship between the parties be at all times and for all purposes under this Agreement that of independent contracting agencies. The respective employees of each District remain employees of that District, and are not entitled to any overtime or other employment benefits of the other District.
- 9.2 Assignments and Subcontracts. Neither party shall subcontract or assign any part of the Agreement, or delegate any of its responsibilities under this Agreement, without the prior written approval of the other party. Any attempted assignment or subcontract of this agreement without prior written approval of the other party shall be void. The assigning or subcontracting party shall hold its assignee or subcontractor to all terms and conditions of this Agreement that would otherwise bind the party to whom consent was given.
- 9.3 Access to Records. Upon reasonable advance notice, CBRFPD shall have access to the books, documents, and other records of HRFPD (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
- 9.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter herein and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, among the parties with respect to the subject matter of this Agreement.
- 9.5 No Third Party Beneficiary. The Districts are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in Agreement gives or is intended to give any benefit or right, whether directly or indirectly, to third persons, unless such third persons are individually identified by name and expressly described in this Agreement as intended beneficiaries.
- 9.6 Compliance with Applicable Laws. The parties shall comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be done under this Agreement, including all applicable State and local public contracting provisions.
- 9.7 Waiver, Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any

other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

- 9.8 Notices/Point of Contact. All notice or demands of any kind required or desired to be given by the parties must be in writing and shall be deemed delivered upon in-person delivery, depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below, or via electronic mail:

To CBRFPD: Cannon Beach Rural Fire Protection District
Attn: Fire Chief
188 Sunset Blvd.
PO Box 24
Cannon Beach, OR 97110
503-436-2949
mreckmann@cbfire.com

To HRFPD: Hamlet Rural Fire Protection District
Attn: Board Chair
37240 Highway 26
PO Box 765
Seaside, OR 97138

- 9.9 Force Majeure. Neither District shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than the Districts'.
- 9.10 Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Clatsop County Circuit Court. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon. The parties agree to the jurisdiction of these courts.
- 9.11 Counterparts. The parties may execute this Agreement in counterparts, each of which constitutes an original and all of which, collectively, shall constitute only one Agreement. Delivery of an executed signature page by electronic scan is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.
- 9.12 Authority to Execute. The execution of this agreement by each of the undersigned is

done pursuant to the authorization of the governing body of each entity, voted upon in an open meeting in accordance with Oregon Law, and each person executing this agreement hereby certifies that they are authorized to execute this agreement on behalf of HRFPD and CBRFPD.

IN WITNESS WHEREOF, the Districts, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

Cannon Beach Rural Fire Protection District

By: _____ Date: _____
Name: Bob Heymann
Title: Board President

Hamlet Rural Fire Protection District

By: _____ Date: _____
Name: Norma Painter
Title: Board President



Personnel Policies

Approved:	<u>11/14/224/8/24</u>
Superseded:	11/14/22
Next PR Due:	<u>2/13/235/1/24</u>

Relative Information:

A policy is a rule or guideline that helps an organization govern a process. A procedure is a sequence of steps or instructions to complete an activity to comply with a policy. Any supporting Procedures will be provided and executed outside of this Policy. The Fire Chief maintains and makes recommendations on Policies. CB Fire Policies are owned and approved by a Board of Director after approval in Board Meeting by members and apply to all District employees.

The following personnel topics will be covered within this Policy:

- Job Classification, Descriptions and Salary Scales
- Recruitment, Selection and Orientation
- Performance Appraisals
- Termination
- Payroll and Timekeeping
- Persons with Disabilities
- Equal Opportunity Employment
- Holidays Observed
- Vacation, Sick Leave
- Jury Duty
- Bereavement Leave
- Safety
- Workplace Violence
- Drug and Alcohol Use
- Smoke-Free Environment
- Political Affiliations
- Problem Resolution/Grievance
- HIPAA
- Discrimination and Harassment
- Housing Residency

Job Classification, Descriptions and Salary Scales

Various positions exist in the Fire District, e.g. Chief, Deputy Chief, Division Chief, Captain, Lieutenant, Executive Secretary. Job Descriptions and Salary Scales will be reviewed and approved every five years or if new jobs are added or removed from the Fire District. These Job Descriptions will indicate classification (exempt or non-exempt) and include responsibilities and qualifications for each position.

Separately, a Salary Scale matrix will be maintained for each position to ensure alignment with competitive and reasonable wages, increasing the chances of attracting quality individuals to positions. Revisions to existing descriptions, classifications and salary scales may be eliminated as the needs of the Fire District change.

The Fire Chief will be responsible for contributing, revising, and maintaining. The Board will approve Job Descriptions and Salary Scales.

Fulltime – Permanent Employee:

- An employee that works 40 hours per week and is budgeted for more than 6 months in a year

Full-time – Temporary Employee:

- An employee who works 40 hours per week and is planned for 6 months or less in a year.

Part-time

- An employee who works less than 40 hours per week; hours may be averaged over a 21-day period.



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Stipend employee

- Volunteers are considered stipend employees. They receive a stipend for availability and points for call and drill response.

Fulltime Classifications

Cannon Beach Fire District will use the following job classifications for salary scales. Each salary scale has 5 steps with 5% increase to each step. Full-time permanent employees will be eligible for a step increase at the beginning of the pay period following their hire anniversary date providing there is a favorable performance review.

- Executive Assistant (exempt)
- Firefighter (non-exempt)
- Lieutenant (non-exempt)
- Captain (non-exempt)
- Division Chief (exempt)
- Deputy Chief (exempt)
- Fire Chief (exempt)

On top of normal salary, the following incentives will be paid to employees. Incentives will begin being paid on July 1, following the employee being eligible for the incentive.

Associate's degree – 2% (Applies to firefighter classification only)

Bachelor's Degree - 4% (Applies to firefighter, lieutenant, and captain classification and may not be combined with associate degree)

EMT-Intermediate – 4% (applies to all classifications, but is subject to proof of usage of skill)

EMT-Paramedic – 7% (applies to all classifications, but is subject to proof of usage of skill)

USLA swimmer – 4% (must pass swim test every spring applies to all classifications)

Residency in the district – 5% (applies to firefighter, lieutenant, and captain classification)

Cost of Living Adjustment (COLA) will be evaluated every January based on the Consumer Price Index for Western Region (CPI-W) for December the previous year. Typically, COLA will be approved 1% to 3%. Union contracts will supersede this policy.

Recruitment, Selection and Orientation

CB Fire District recruits and selects the most qualified applicants for available positions, in compliance with all applicable Federal and State laws and regulations.

All positions will be posted external unless it is a promotion or job classification change only. New positions will be advertised using any or ~~all of all~~ the following methods: website, internet, direct mailings, social media, flyer, newsletter, or newspaper for minimum of 30 days. ~~Recruitment~~The recruitment process will be approved by the Civil Service Commission.

The Fire Chief is the exception; advertising, recruiting, and hiring of the Fire Chief is the sole discretion of the Board of Directors.

All applications will be given a thorough and consistent evaluation of their qualifications which will include but not be limited to screening of resumes, interviews of top candidates, background checks, reference checks, fingerprints, and ultimately written offer of selected candidate. The level of position will determine the rigor of screening and interview participants.



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Orientation will include discussion of goals and objectives, tour of facilities, and on the job training (OJT).

Performance Appraisal Method

Performance Appraisal is important in the success of the District's personnel method. The Performance Appraisal of the Fire Chief is one of the key functions of the Board of Directors. The Performance Appraisal of all paid staff is a key function of the Fire Chief. The intent behind the Performance Appraisal process is to identify strengths and weaknesses; provide feedback; improve communication through discussion; and assist improvement of future performance and delivery.

Current Best-Practices will be used and consist of 4 elements:

1. **Goals & Objectives.** Clear goals and objectives will be outlined up-front through job descriptions and/or employee contracts. Discussion will be given within the first quarter of employment (for new hires) or first quarter following annual review (for existing employees) to ensure early expectations and understanding.
2. **Continuous Feedback.** Effective feedback is specific, timely, meaningful, and candid. Effective feedback is goal-oriented, focuses on the future, and is about process or actions - not an individual. District focus will be given to providing continuous feedback.
3. **Interim Review.** This will be a periodic review to help employees understand their standing in accomplishing their goals and objectives prior to an annual review. This will be a discussion and documented to provide clear understanding of any steps needing to be taken to achieve annual performance expectations and acknowledge accomplishments. Fire Chief will provide interim reviews to all paid employees at approximately the 6-month period from their hire date. Formal documentation will be retained in personnel folder. A 6-month review of Fire Chief will be optional for The Board. The Board will decide each year whether they want to conduct an interim review for the Fire Chief taking into consideration his/her preference.
4. **Annual Review.** This will coincide with employee's approximate hire date or contract date. Formal documentation will be retained in employee's personnel file. This should be used to assess completion of Goals and Objectives, progress, recognition, and any areas of improvement. This annual review can lead into discussion of the following year's goals and objectives.

State law allows Fire Chief's performance appraisal to be conducted in "executive session" if requested by Fire Chief in public session prior to review commencement.

Termination

CB Fire is insured by Special Districts Association (SDAO) of Oregon. The insurer offers free pre-termination legal advice. The insurer waives the \$10,000 deductible clause of the liability insurance policy if the insured makes use of the free legal advice prior to terminating an employee.

It will be the policy of CB Fire District to make use of this free advice to avoid unnecessary expense and making termination decisions without thorough consideration of alternatives.

Further, following the Performance Appraisal Method will ensure a timely feedback loop to identify and mitigate issues early.



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Payroll and Timekeeping

Employees are classified as exempt or nonexempt from the overtime provisions of the FLSA (29 CFR Part 5410 and state Wage and Hour laws. Guidance is available on the US Department of Labor website.

Staff in non-exempt status are: a) paid an hourly wage or salary basis; b) entitled to overtime pay for hours worked in excess of 40 in a work week for non-shift employees and 52 hours for shift employees.

Employees in exempt positions are: a) paid to do the job and must meet the DOL requirements for exemption; b) excluded from specific provisions of Federal and state wage and hour laws; c) not eligible for overtime pay unless under certain pre-approved circumstances.

Generally, overtime is not provided to Exempt employees. However, when CB Fire staff has extended vacancies or staff are on loan outside of district, the remaining resources step-up to take on greater workloads to ensure district coverage beyond their regular schedules. These circumstances include covering for: a) absent duty officers for call response only; b) covering for vacant staff outside of regular scheduled hours; c) staff illness, leave or vacation and d) conflagrations. Overtime for exempt employees may also be granted for working projects outside their normal daily activities such as covering beach lifeguard shifts. Due to these extenuating circumstances overtime for exempt employees may be compensated. Further, Volunteers may be asked to work part-time to cover for vacancies and will be compensated at hourly temporary wages.

Both exempt and non-exempt "Paid" staff will record their time on timesheets. These will be approved by Fire Chief and forwarded to accountant to process for payment. ~~Part-time and~~ Stipend personnel will be tracked in Emergency Response System Records Management System and compensated based on calls, time, and training. This summary will be provided to ~~accountant~~ the accountant for payment.

Overtime is defined in this policy as time and half.

Persons with Disabilities

CB Fire District will not discriminate in employment opportunities or practices, including recruitment, hiring, promotion, training, layoff, termination, compensation, benefits, or other employment related activities. CBFire complies with the Americans with Disabilities Act of 1990 (ADA) and ensures equal employment opportunity for qualified persons with disabilities.

As a result, CBFire District within reason will make programs, services, facilities, and activities equally available to disabled individuals as defined by the ADA.

Equal Opportunity Employment

CB Fire will provide its employees and applicants Equal Employment Opportunities (EEO) without regard to race, color, religion, sex, national origin, age, disability* (physical or mental), veteran status, pregnancy, marital status, medical condition, sexual orientation, or any other status protected under Federal and state law as outlined in the Equal Employment Opportunity Commission (EEOC) regulations.

This policy applies to recruiting, hiring, appointment and promotion into all position classifications. The Organization will ensure all personnel will be administered without discrimination.

*Note: Individuals must perform essential functions of the job, which may include physical qualifications.



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Holidays Observed

A 40-hour ~~employee~~ fulltime permanent employee who is required to work on their holiday will be granted an alternative day in lieu of the holiday or paid overtime. A recognized holiday that falls on Saturday will be observed on the proceeding Friday. A recognized holiday that falls on Sunday will be observed on the following Monday. If a paid holiday falls during an employee's scheduled vacation period, holiday pay will be provided, and they will still have a vacation day to use.

Holiday pay will not be counted as hours worked for the purpose of determining overtime. The below will be paid holidays for all regular paid staff. Holiday pay does not apply to shift personnel assigned to rotating shift. Full-time Temporary and part-time employees will be paid overtime for working holidays.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day (2)
9. Christmas Day

Vacation, Sick Leave

Vacation and sick leave are dictated by personnel or union contract, but below is general practice.

Accumulation of vacation time and sick time for full-time permanent employees will be as follows:

- Chief officers will receive 240 hours on January 1 (pro-rated when hired midyear), may not exceed 360 hours in vacation bank.
- Executive Assistant will receive 120 hours every January (prorated when hired midyear), may not exceed 180 hours in vacation bank.
- Hourly employees will accrue as follows below, will not exceed 240 hours in bank
 - 0-5 years of service 8hrs per month
 - 6-15 years of service 12 hours per month
 - 16+ years of service 16 hours per month

Vacation accruals are paid out to employees at time of separation. Salaried staff payout will be prorated for year at payout.

Accumulation of sick time

- All employees will receive 8 hours per month of sick time. Sick time can be used for care of sick of any immediate family member or family member residing in the same household. Sick time may also be used to doctor appointments for ~~employee~~ employee, family member, or family member living in the same household.
- There is no limit to sick time accrual bank.
- Sick time accrual is not payable at time of separation, except in the case of retirement where sick time is payable to PERS.



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- [Part-time and full-time temporary employees will receive 1 hour of sick time for every 30 hours worked in accordance with Oregon State Law.](#)

Donating for extended leave

To protect the income of an employee who has exhausted all accrued leave, the district shall allow fellow employees who have sufficient accrued leave to donate a portion of their leave to an employee who has been adversely affected by a medical emergency, meaning an illness or condition or accident of health crisis. Leave may also be donated for the benefit of an employee whose family has been affected by a major disaster or event that has caused severe hardship to the employee or employee's family that requires the employee to be absent from work. Sick time or vacation time may be donated, depending on availability and circumstance.

Vacation cash out:

After 2 years of service, an employee may cash out accrued vacation. Salaried staff may cash out up to 80 hours per year. Hourly employees may cash out up to 40 hours per year. Funds will be granted on a first come first served basis per fiscal year and are subject to available funds.

Jury Duty

It is the policy of CB Fire to accommodate all paid staff who are called to serve on jury duty.

Health Benefits

Full-time, permanent employees will be eligible for health benefits beginning the first day of the month following the first month of employment. Permanent employees for the purpose of this policy are those employees that work 40 hours a week in a position that is expected to last more than 6 months. Cannon Beach Fire District pays 100% of premium for employee and family for health, prescription, dental, and vision. Cannon Beach Fire District provides health insurance through the OFCA group of blue cross blue shield of Oregon.

Bereavement Leave

[Full-time permanent Paid](#) staff [will](#) be paid their regular straight time wages each day up to five workdays due to the death of an immediate family member. The bereavement leave may be taken to make funeral arrangements, attend a funeral and/or to take care of personal affairs normally associated with a death.

Safety

CB Fire District will provide a safe place to work for paid staff and volunteers in accordance with the Occupational Safety and Health Administration (OSHA) and other applicable Federal and State laws and regulations.

Individuals are required to work safely, observe all safety rules and regulations, wear PPE when required and perform their job in a manner to avoid accidents and injury to themselves and others. All known safety related inspections, accidents or incidents will be reported by the Fire Chief.

Workplace Violence

To prevent workplace violence and maintain a safe work environment, CB Fire District does not tolerate acts of workplace violence. The term "workplace" includes all District premises and other location where an individual is acting as an official District member. Violence includes physical harm to another, shoving, pushing, harassing, intimidating, coercing, brandishing a weapon, or threatening to engage in any of these activities.



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Violence in the workplace could involve acts between District members or between a District member and a non-member. The District is responsible for providing safety in the workplace under all reasonable circumstances.

Violence of any kind will not be tolerated, and any violence or threat of violence directed toward any other person will be considered cause for immediate disciplinary action up to and including termination.

Drug and Alcohol Use

CB Fire District ensures the health and safety of others in accordance with the Drug Free Workplace Act of 1988. Accordingly, the unlawful manufacture, distribution, dispensing, possession, use, and being under the influence of a controlled substance are prohibited on District premises.

Smoke-Free Environment

In order to promote wellness and maintain a safe, healthy, and efficient work environment, all programs and services will be conducted in a tobacco-free environment. No one may use tobacco anywhere on CB Fire District premises or vehicles at any time. Personnel may use their personal vehicle as an authorized tobacco use area. Employees who want to use tobacco during work hours must leave the premises during designated breaks approved by their supervisor. Complaints should be submitted to Fire Chief.

This policy applies to all persons at CB Fire District facilities.

Political Affiliations

CB Fire Chief Officers will assure, so far as reasonably possible, that all work activities are conducted in a manner which provides assistance effectively, efficiently and free of any partisan political bias.

CBFire staff may not use their official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office. Staff may not directly or indirectly coerce, attempt to coerce, command, or advise another employee to pay, lend, or contribute anything of value to a political party, committee, organization, agency, or person for a political purpose.

Activities will not be carried in a manner involving the use of District funds, the provision of services or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; or any voter registration activity.

Problem Resolution/Grievance

CBFire District provides a means for all persons involved in the District to bring problems and complaints concerning their employment to chief officer(s).

All Personnel will be given an opportunity to present their complaints. All complaints or incidents will be documented, and personnel encouraged to place all information in an email to chief officer(s). The chief officer should attempt to address the problem through discussion and/or consulting with appropriate Fire Chief. The Fire Chief will review and inform the individual of decision and forward a copy of the written



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response to the Board of Directors and retain copy in Personnel file. The CB Fire Chief has full authority to make any adjustment deemed appropriate to resolve the problem.

Health Insurance Portability and Accountability Act (HIPAA)

CB Fire District complies with the proper handling of all private information and individually identifiable health information.

Protected Health Information (PHI) is confidential and will not be discussed with anyone except on a “need to know” basis in order to perform job duties. PHI is a record that contains health information that can be traced to an individual through inclusion of individual identifiable characteristics such as names, addresses, birth dates, telephone numbers, fax numbers, electronic mail addresses, social security numbers, health plan beneficiary numbers, or any unique identifying number, characteristic, or code.

CB Fire District is prohibited from using or disclosing health information except as authorized by employee or specifically permitted by regulation. Records shall be secured in locked file cabinets and access controlled by Fire Chief.

Discrimination and Harassment

There are three basic forms of employment discrimination: disparate treatment, disparate impact, and failure to make reasonable accommodation.

- *Disparate treatment* refers to the intentional different treatment of similarly situated individuals because of their membership in one or more protected classes.
- *Disparate Impact* refers to the unintentional discrimination involving an employment policy which may be neutral or nondiscriminatory on its face but which has a disparate impact on a protected class.
- *Reasonable accommodation* discrimination may occur when an individual is disqualified due to a specific job requirement if a “reasonable accommodation” could have been made to remedy the concern.

Harassment is another form of discrimination in which a hostile work environment is allowed to exist. The Equal Employment Opportunity Commission (EEOC) defines harassment as, “Verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, national origin, age, disability (physical or mental), veteran status, pregnancy, marital status, medical condition, sexual orientation or any other status protected by Federal and state law or regulation . Harassment has the purpose or effect of creating an intimidating, hostile, or offensive environment that unreasonably interferes with an individual’s performance and/or adversely affects an individual’s employment opportunities.

There are a variety of federal and state laws that prohibit harassment in the workplace. These regulations address personal and organizational behavior and remedial actions that may be taken by individual against another individual and/or the organization. All employees have the right to expect that they will not be harassed. If an incident occurs or situation exists, employees have the right to expect that the organization will take a course of action to correct the problem and prevent further problems in the future.



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Residency requirement.

The Cannon Beach Fire District requires Chief Officers hired after January 1, 2023 to establish a residence within a 10-minute commute to the Cannon Beach fire station. Homes and rentals are above average in cost and difficult to find. To bridge the gap in cost of living, Cannon Beach Fire District has established a policy to help subsidize housing for Chief Officers. Chief officers hired before January 1, 2023, may establish a residence outside the 10-minute policy, but no more than 15-minutes. If a Chief officer chooses to live outside the 10-minute commute, there will be no compensation.

It shall be the policy of Board of Directors to:

- Provide The Cannon Beach Rural Protection Fire District may provide reasonable housing accommodations (if available) for Chief Officers through District lease of real property. The employee will be responsible for any and all costs of the housing not related to monthly rent or payments including: A) Utilities (water, electric, gas, garbage, and cable); B) Security Deposits; and C) Renters Insurance. The District will be responsible for monthly rent or mortgage payment for District-owned property. The District will be responsible for insurance on any district-owned property. If the employee decides to terminate a lease for any reason, any early termination fees are the responsibility of the employee. Further, if for any reason the Chief Officer separates from the district through either resignation or termination, the departing Chief Officer will be required to vacate the District-leased property within 60 days ending residence and all compensation.
- If the above option is not available or the Chief officer chooses to purchase a home inside the 10-minute commute, the District shall provide to the employee a \$1500 per month stipend.

All hourly employees will be required to live within 30 minutes of main station. Residency at time of employment may be a consideration for employment, therefor any change in residency shall be approved by Fire Chief.

Cross References:

Oregon Revised Statutes

ORS
192.660(1)(i)

Title VII of Civil Rights Act of 1964

Pregnancy Discrimination Act

Equal Pay Act of 1963 (EPA)

Age Discrimination in Employment Act of 1967 (ADEA)

Title I of the Americans and Disabilities Act of 1990 (ADA)

Fair Labor Standards Act (FLSA)



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Approval History

BOD Meeting Approval Date	Version #	Approved Revisions	Comments
07/06/2005		New Document.	
11/9/2020		Approved by Board	
9/13/2021		Approved by Board	

Periodic Review History

Periodic Review Date	Version	Review Comments
06/08/2015		Reviewed with no changes.
07/10/2017		Reviewed with no changes.
11/09/2020		Updated to include Overtime for exempt and non-exempt personnel. Board approved in Board of Director's meeting 11/9/2020.
9/8/2021		Consolidated the following policies into this one (Policy 5.00): Policy 5.1 – Employment Standards; Policy 5.2 – Rules and Regulations; Policy 5.3 – Job Classifications/Descriptions; Policy 5.4 – Performance Appraisal Method; Policy 5.5 – Discrimination and Harassment Policy 5.6 – Americans with Disability Act Policy 5.7 – Prevention of Workplace Violence Policy 5.8 – Fire Chief Performance Appraisal Policy 5.9 – Employee Termination Review Further, additional topics were added including: <ul style="list-style-type: none"> • Recruitment, Selection and Orientation • Performance Appraisal Method • Payroll and Timekeeping • Equal Opportunity Employment • Holidays Observed • Vacation, Sick Leave • Jury Duty • Bereavement Leave • Safety • Drug and Alcohol Use • Smoke-Free Environment • Political Affiliations • Problem Resolution/Grievance • HIPAA
2/13/2023		Updated to reflect Civil Service Updated to reflect housing of all chief officers
3/13/23		Updated vacation and sick leave
4/8/22		Updated job classifications, sick leave, and incentives.



Cannon Beach Rural Fire Protection District
Board of Directors Policies

Policy 5.00

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Signature

Meaning: Your signature indicates as member and representative of the Board of Directors of the Cannon Beach Rural Protection Fire District and on behalf of the board, the board has read and agreed with the guidance provided within this Policy as approved in Board Meeting.

Date	Name (Print)	Signature