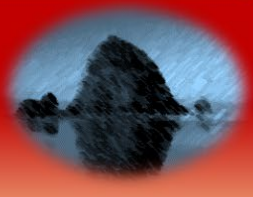




Cannon Beach

Rural Fire Protection District

188 SUNSET BLVD · PO BOX 24 · CANNON BEACH OR 97110
 (503) 436-2949 · EMERGENCY: 9-1-1 · WWW.CBFIRE.COM · INFO@CBFIRE.COM



MEETING AGENDA April 11, 2022

(2nd Monday of every month)

1800hrs (6pm)

Join in person or on zoom

Board may go into Executive Session per ORS 192.660 as needed

- Call to Order
- Roll call
- Changes to Agenda
- Public Comment
- Approval of March 14th Board Meeting Minutes
- Treasurer's Report
- Bills
- Correspondence
- Monthly review of board policies
- Call response
- Old Business
 - COWS
 - Dispatch Issues
 - Strategic plan update
 - 2022 Goals
 - Volunteer housing
 - Executive session
 - Lifeguard IGA
- New Business
- Reports
 - Chief's Report
 - Division Chief report
 - Board of Directors
 - Cerelli
 - Herman
 - Gardner
 - Bell
 - Heymann
- Good of the Order/Public Comment
- Adjourn---
- Next Board Meeting, May 9, 2022

Zoom information

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

Meeting ID: 969 0973 0187

+1 253 215 8782 US (Tacoma)



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Rural Fire Protection District

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BOARD MEETING MINUTES – MARCH 14, 2022

General:

Date:	March 14, 2022
Time:	18:02 hours (6:02 pm)
Location:	Cannon Beach Fire Station Board Room
Brought to Order Time:	18:02 (6:02 pm)
Adjourned Time:	19:26 (7:26 pm)

Attendees:

<input checked="" type="checkbox"/> Bob Cerelli (President) Zoom	<input checked="" type="checkbox"/> Greg Bell (VP) Zoom	<input checked="" type="checkbox"/> Rick Gardner (Treasurer)
<input checked="" type="checkbox"/> Jason Smith (DC) Zoom	<input checked="" type="checkbox"/> Dave Herman (Member)	<input checked="" type="checkbox"/> Marc Reckmann (Fire Chief)
<input checked="" type="checkbox"/> Deb DiStasio (Minutes)	<input checked="" type="checkbox"/> Bob Heymann	<input checked="" type="checkbox"/> Bill Cotes (CPA) Zoom

Call to Order:

The Cannon Beach RFPD Board meeting for March 14, 2022, was called to order at 18:02 hours (6:02 pm) by Board President, Bob Cerelli.

Roll Call:

Board Members present were: Bob Cerelli, Bob Heymann, Greg Bell, and Rick Gardner.

Other attendees are: Marc Reckmann (Fire Chief, CBFDP), Jason Smith (Division Chief, CBFDP, Zoom), Deb DiStasio (Minutes) and Bill Cote (CPA).

Changes to Agenda:

None.

Public Comment:

None.

February 14, 2021 Board Meeting Minutes Approval:

February 14 Minutes: **Rick Gardner** moved to approve the minutes. It was seconded by **Dave Heymann**. All were in favor, none opposed, motion carried.

February 14 Executive Minutes: **Dave Heymann** moved to approve the minutes with the change. It was seconded by **Rick Gardner**. All were in favor, none opposed, motion carried.

Treasurer's Report:

The Treasurer's Report was read as written by Bill Cote. Highlights are summarized below.

- a. **Statement of Net Position (Balance Sheet).** Read by Bill Cote as written and presented. Cote indicated we're 2/3's (67%) through budget year. Gardner asked about the SAFER Grant, which Chief responded he usually prepares it every quarter, and needs to prepare for end of March. Chief indicated that the Turnouts may be misclassified as it should have been under a grant. He's to check and let Bill know.
- b. **General fund:** Read as written and presented. No questions on general budget.
- c. **Fire Chief fund:** Read as written and presented. Reminder could move some items into it.
- d. **Cash per Fund:** Read as written and presented. Gardner whether we have an outside review. Cote explained we have an annual audit. It was completed with no findings. He will give to Chief to distribute to board. Cote explained any district that spends over \$500K, an annual audit is required. Chief added that the audit has been late, spoke to the auditor, who assured it would be scheduled as expected in future.

Bills:

Bills were reviewed by Board. Gardner asked about Communications Northwest. Chief indicated it is our radio vendor for FEMA grant. Cerelli asked about Cannon Beach Detail, Chief responded it was the individual who detailed the new "used" fire engine to buff out previous name, etc. Very reasonable, does a good job.

Correspondence:

Nothing to present.

Monthly review of board policies:

None at this time. Deb will stay on to finish SOP simplification project.

Old Business:

- **COWS.** Chief indicated he and Rick Hudson presented on March 8th to City Council work session a proposal for city taking over the management (maintenance and upkeep) of the eight sirens inside city limits. It was a working session, so they couldn't vote on it, but it was well received. The fire district will be responsible for maintaining remaining two in arch cape and any others we choose to put up outside city limits. We're getting Whelan Engineering out to physically test the speakers of each siren. To get a better understanding of what needs to be done to replace the current system. Gardner asked if Whelan is testing all of the sirens or just Districts? Chief responded all. Chief continued that the next steps are software upgrades allowing us to set sirens off. Long term goal is to have the dispatch responsible for setting off sirens. Chief continued that one of the complaints we had when Brian went over the PA for the Tsunami warning is people could not hear and understand him due to radio waves. We'll be moving away from PA system. Instead, new system will allow 5-8 prerecorded messages with a button for a specific message. It's anticipated it will take a few more months. Chief will find out Wednesday if it's been voted on by City.

There are three speakers in Cannon Beach that need to be replaced, which we have in Arch Cape. Chief indicated he doesn't know if they work. They have to be tested. Speakers could be controlled individually. Heymann asked if we have this in the budget, and Chief replied not for this fiscal year. We'll have to put it in next year but waiting on Engineering firm to provide the state and cost.

- **Dispatch.** Chief indicated we continue to have ongoing issues. Chief attended the first consolidation meeting on March 10th. A committee was formed to explore what consolidation center would look like in terms of 190 agreement, whether it would be consolidating with another dispatch agency, or creating a special district. The direction is going towards 190 agreement, which is the easiest to create and most common. Gardner asked if we are still all county, and chief responded yes. Chief continued stating meetings will be on the 2nd and 4th Thursdays of each month and is happy with the progress. Representatives on committee will be Chief (Cannon Beach), Kurt Donaldson (Fire Chief Knappa), Dave Ham (Police Chief Seaside), Geoff Spalding (Police Chief of Astoria), two City Managers from Seaside and Astoria, Sheriff's office, and Medix. Main issue is we're trying to dispatch a lot of agencies through small dispatch center with only 2 dispatchers. There have been issues with power going down as well as tones being received. Verley has been fixing towers.
- **Strategic Planning.** Goals and objectives. Chief indicated he thought some of the goals aren't achievable but will be stretch goals and aspirational. Cerelli indicated there were a lot of them, but good to see them in print. Gardner stated he thought they were really good and a great first start. Some we'll need staff to accomplish. Heymann indicated a lot of time was spent separating a plan, strategy and goals. Greg indicated they were aspirational but it's enough meat to be able to measure. Greg is good with it. Chief indicated his plan tomorrow night is to present this in a brief PowerPoint to the public tomorrow night. This will be the 3rd time with dessert with the district. It's been well received and increasing attendance. Each month we will have a topic, and this time will be goals.
- **Volunteer Housing.** Chief would like to look at next year's budget to push station out and look at Arch Cape. The goal is to have dorms that are more livable for resident firefighters. Six dorm rooms would be ideal. Look at putting in a four plex in Arch Cape. Would like to budget money for architect and get accurate costs. Heymann asked if we need both. Chief indicated yes. We're also looking at the vacation rental and the home next to it. We struggle with the parking lot being so small. Gardner asked when we did the long range financial plan, did we address cost for this, to which chief responded no.

New Business:

- **Mask Update.** Masks are off. Next step is for the board to make a motion to open the building to allow for public. We have to continue on zoom. Assuming you want to allow public back to meetings. Heymann moves to allow board meeting on site. Gardner seconded. All in favor, none opposed. Motion carries.
- **Station Lighting grant bid approval.** Bid was placed in packet. We received only one bid. This will be from next year's budget. Total bid is \$25,000. We have \$10,000 that is a grant, rest would come out of capital improvement budget. Need motion to approve bid. Hermann motioned to approve bid, Bell. All in favor, none opposed, motion passes.

- **Resolution 22-01; Increase Rope/Surf Rescue Line Item.** Chief had a \$15K grant given to department, we need to bring that into the budget. This resolution is to bring that resolution into the budget. We've already received it. We want to increase the budget on expenditures to match the revenue we have. **Gardner** moved to approve. **Heymann** seconded. All in favor, none opposed, motion passes.
- **Appointment of Budget Committee.** Chief stated there are 3 openings and 3 applicants. Heyman asked what the terms length, which chief responded 3-year term. **Gardner** moved to appoint candidates. **Bell** seconded, all in favor, none opposed. The following names were read to recording purposes: Harvey Clausen, Tamara Stewart; and Timothy Ramey who will join current members William Norton and Kim Bosse.
- **Lifeguard Inter-Government Agreement (IGA) and City.** This is to help supplement the City lifeguards. We will bill the city for our firefighter's time and we will pay them out of fire tech and be reimburse for that by City. Heymann asked what our liabilities would be. Chief indicated the same we currently have in responding to calls. Outcomes will be better as coverage time will be expanded to augment the existing limited city lifeguards, as well as response time for CBFire will be better for 911 calls as we'll be closer. Division Chief, Jason Smith explained we've had two fatalities. The goal for this lifeguard program is to utilize volunteer firefighters to staff with their primary role of prevention and patrol. May 15 is our goal date to start. We'll be fully trained and doing what the current city lifeguards are doing. This IGA also allows us to utilize the city's lifeguard equipment, with the goal to equip ourselves with our gear. Training includes Red Cross lifeguard certification through the city lifeguards. Participating will help increase staffing on the beach during peak season. The city is currently about 4 lifeguards short. This would not only help our volunteers with a source of income, but also assist existing lifeguards to staff adequately. Herman stated the IGA doesn't say what service the district is providing. Smith indicated we will provide at least 2 firefighters on the beach Friday through Sunday Start beginning May 15 until the City lifeguards come on staff June 5-June 15. The City is willing to pay CBFire beyond when the City lifeguards go back to school, e.g. until October as the need arises. Heymann commented any preventive measures are great. Hermann asked how many people we have interested. Smith indicated we have 7. Herman asked how it would effect responding to fire calls. Smith explained it would depend on staffing. If we have enough people to staff the first rig, then they stay on beach. If we don't, we might pull them off the beach. It will be on the Duty Officer to communicate and make that call. Whatever we do is better than nothing. Cerelli asked if we're prepared now. Smith explained we're working with the head lifeguard, Jessie Parker, and planning the end of April to have class completed for all people interested, outfitted and trained. Chief interjected that we're not obligated to fill it. Our goal is to do it, but if we don't have the people, we won't. Cerelli asked if Smith will be running this program for the district. Jason indicated yes. Heymann asked if we will look like City lifeguards or CBFire lifeguards? Smith responded they will identify as CB firefighters as we do not have their uniform. Heymann asked who would be in charge. Smith indicated it would be the head city lifeguard if there. Otherwise, we'd take charge. Heymann indicated how hard it is to staff lifeguards and have to ask all the right questions before taking on. Bell added he thought the program was a good idea, but the specification Smith recapped is not reflected in the IGA.

Bell suggested the attorney read before we sign. Chief indicated no problem. Chief indicated it is the City's intention for us to take the lifeguard duties over. While it's the right thing to do, it's not the right time now to do it. All agreed attorney needs to look at IGA.

Reports:

- **Chief's Report:**
 - **Calls.** February reflected average call volume.
 - **State Parks Billing for Service.** Chief confirmed with the attorney they are not required to pay unless they (the State Parks) specifically ask for our assistance. Chief sent email to director of Oregon state parks starting dialogue between us and Hamlet (Matt Verley). Verley is meeting with Matt Phillips with sheriff's office trying to get some kind of agreement. We'll keep working on it. We've been out 3 times to state parks this year. We ran 63 calls for total of \$1,000. Heymann asked if the parks have any liability for visitors. Chief indicated we technically don't have an obligation to respond outside of our district. It wouldn't be advisable. Matt Verley had conversation with his board stopping responding to saddle mountain, but at this time are not stopping responding, but instead having conversations about funding. If stopping to respond was to happen, it will fall on other jurisdictions. It will fall on search and rescue, which will take 3 hours to arrive. We are the correct agency, just trying recoup some expenses.
 - **Strategic Plan.** Discussed earlier.
 - **Grants.** Hose is here, portables should be here anytime. Stacks of 5" hose in the bay. Seismic grant, submitted, we'll know by May if we get that for \$2.5 million to seismic bring station up to code. Spire vehicle: Got all 5 agencies now working together and working on a proposal for turning it into a title 6 apparatus. Greenwood resources said they would give us \$10K. Contacting EcoNorthwest to see if they will contribute to it, reducing our costs.
 - **Hydrants:** Completed testing in Falcon Cove and now getting ready for Arch Cape.
 - **Tax:** Only 5 business that need to upgrade their system, city did.
 - **Apparatus:** Won't receive dodge chassis for rescue until 2023; engine to be delivered in September.
 - **Building:** We had a windstorm blew out windows in the tower. Going through Insurance to replace. We're working with Coaster to try and replace them with a solution that would allow us to train in the tower.
 - **Radio:** Working through next year to fix PA system in station.
 - **Chief Vacation:** March 18-22, 2022
 - **DEQ:** We have undergrown storage for diesel which requires DEQ to inspect every 3 years. They've not been here since 2014. They came out and we've been told we have some deficiencies. Annual test was not documented last inspection, but it was never done. Chief brought an outside firm to inspect in 2020. Chief has contracted Mascott to do the tests annually. I expect we will have fines from DEQ. Chief indicated there were no leaks. Only issue hasn't been inspected. Four issues: Annual and 3-year, not done; code changes to alarm system; and our control panel (which should have been changed in 2016. We're waiting for the official inspection results. Gardner asked the reason we hadn't done annual inspections. Chief thought it was Mascott's responsibility, but they indicated they would need to be notified every time

unless they have a contract with the agency (CBFire). Chief will pass on the inspection information once available.

- **Apparatus 3225** is in Hillsboro getting serviced. Apparatus 3227 is on its last leg. We may surplus 3227 sooner rather than later while it's still running so we can get a little bit of money out of it.
- **Budget Committee.** Chief indicated they elect a Chair, not the Board. We'll do the budget committee meeting upstairs in May.
- **Questions?**

- **Training Chiefs Report.**
 For February, training focused on Recruits testing out for firefighter I. Out of 54 skills in FFI curriculum, DPSST picks out 5: Turnout donning for time in under 60 seconds, SCBA donning for time in under 60 seconds, Setting tools aloft, Ropes and Knots, and Ladder deployment. Evaluation was done on Matt Williams and Gabe Smith and both passed the required training for FFI. When it comes to overall training, over 200+ training for month of February with focus on EMS and rope rescue. We've been working on improving our rope rescue response. One drill was throwing 165 lb mannequin over the cliff. Firefighters had to locate the victim, establish care, move victim on to stokes and remove them in 55 minutes from dispatch to victim being on road, which is good. Still things to work on, but overall a good time. We were able to test out new Harken winch. It's a portable system that has vehicle mounts or tree. It alleviates the need to have 10-15 people pulling. Winch system operates by hand cranked or use a DeWalt drill that can. It will increase our capabilities. It's now on the rescue. Our new rescue wheel is on the rescue. Pretty state of the art, titanium, 20" bike tire. This is about 40 lbs. The whole system is less than what our old wheel weighed. Minimize fatigue factor. Save some backs and knees. Wilkerson went through more aerial training and spent lot of mornings putting aerial ladder up to build his skills and confidence. He must do two code 3 runs with an officer, get sign off and be able to respond to aerial calls. Significant accomplishment in February included testing out all of the people interested in the surf rescue program. Next step to start working in building up confidence in the ocean. Smith made contact with Heymann's wife (a swim coach and Olympian) to help with swim skills. We just got the jet ski's back from training course in Clackamas. Smith thanked Herman for suggesting it. It was an outstanding training for our people. Smith indicated he completed chief officer II.

Board of Directors Reports:

- **Cerelli.** Nothing to report.
- **Gardner.** Nothing to report.
- **Herman.** Nothing to report.
- **Heymann.** Nothing to report.
- **Bell.** Nothing to report. Chief needs signature. He'll text and come by to sign.
- **Public.** Nothing.

Good of the Order/Public Comment:

Went through interviews for executive assistant, extended job offer to candidate to start April 4, 2022.

Adjourn:

- **Gardner** motioned to adjourn which was seconded by **Bell**. Adjourned 19:26 hours (7:26 pm).
- Minutes submitted by Deb DiStasio.
- Next Board Meeting scheduled for April 11, 2022.

Bob Cerelli, President CBRFPD

Date:


Agenda Action Report

Board Meeting April 11, 2022

Correspondence

 None






Review of board policies

 Consolidation underway. None at this time.

Call Response

Phase 1 (response within 7 minutes)			Phase 2 (Arrive within 7 minutes)		
Type	Number	% Met	Type	Number	% Met
Fire	7	71%	Fire	5	71%
EMS	28	71%	EMS	28	35%
Rope Rescue			Rope Rescue		
Surf Rescue			Surf Rescue		
Mutual Aid	1	100%	Mutual Aid	NA	NA

Old Business

-  COWS
 - Met with Whelan Engineering, Garry Smith, Day Wireless, and Rick Hudson; still moving forward with plan for city to take over system and district to support the towers outside the city limits
-  On-going dispatch issues
 - Consolidation meeting 2nd and 4th Thursdays
-  Strategic Planning
 - Nothing new to report, will continue to move toward goals
-  Volunteer housing
 - Executive session per ORS 192.610 (2) (e)
To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
-  Lifeguard IGA with City
 - See attached

New Business

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This Agreement, by and between Cannon Beach Rural Fire Protection District (Cannon Beach RFPD) and the City of Cannon Beach (City) made and entered into the XXth day of XXXX, 2022, for the purpose of having Cannon Beach RFPD provide lifeguard coverage for Cannon Beach Police Department.

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 Parties are duly organized local governments; and

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

Whereas, the parties wish to allow Cannon Beach RFPD to provide lifeguard coverage to assist the City's Police Department with coverage of the ocean shore from Silver Point to Chapman Point.

AGREEMENT

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

SECTION 1 - PURPOSE

- 1.1 The purpose of this Agreement is for Cannon Beach RFPD to provide lifeguard coverage to City, specifically coordinated through the Cannon Beach Police Department at on the ocean shore from Silver Point to Chapman Point.
- 1.2 Recognizing the purpose and the spirit with which this Agreement is entered into, both Parties agree to cooperate, consult, meet and work together in resolving, to the mutual satisfaction of Parties, any question or problems which may hereafter arise in connection with the performance of this Agreement.

SECTION 2 - TERM

This Agreement shall be effective from the date this Agreement is signed and remain in effect until one entity decides to terminate the agreement. At any time during the term of this Agreement, either Party may terminate the Agreement upon ninety (90) days' written notice to the other Party.

SECTION 3 - SERVICES TO BE PROVIDED BY CANNON BEACH RFPD

Beginning with the effective date of, and for the duration of this Agreement, Cannon Beach RFPD shall provide personnel and equipment, including but not limited to:

- Firefighter/ Lifeguards who shall be trained to the American Red Cross Lifeguard Standard.
- Minimum staffing level will of two (2) Firefighter/ Lifeguard personnel.
- Unless otherwise directed by the Police Chief or his designee, or Cannon Beach RFPD Duty Officer, the above minimum staffing levels will be maintained Friday, Saturday, and Sunday until normal Lifeguard staffing is achievable. Additional dates may be added based off operational necessity at the approval of the Police Chief.
- The duty shift will begin at 1000hrs, and personnel will be available on the beach no later than 1100hrs. Personnel will remain on the beach until 1915hrs. The duty shift will end at 2000hrs each day.
- Cannon Beach RFPD will be required to equip all Firefighter/ Lifeguards with all required life safety equipment to include but not limited to wetsuit, booties, rescue buoy, life vest, helmet, and fins.
- Cannon Beach RFPD will provide 4-wheel drive vehicles to transport personnel to the beach, as well as assist with patrolling the beach. All apparatus will be owned, properly insured, repaired and maintained by Cannon Beach RFPD.
- Firefighter/ Lifeguards shall be responsible for the cleanliness of all equipment used during daily operations.
-

SECTION 4 - SERVICES TO BE PROVIDED BY CITY

Beginning with the effective date of, and for the duration of this Agreement, City via the Cannon Beach Police Department shall provide access to Lifeguard equipment_____, including but not limited to:

- Access and use of all Lifeguard equipment stored at the Lifeguard shed located behind Cannon Beach PD to include but not limited to Lifeguard radios, rescue boards, monocular, binoculars, wetsuits, fins, rescue buoys, semaphore flags, etc...
- Access to the lifeguard tower located near Haystack Rock.
- Permitted use of all designated Lifeguard 4-wheel drive vehicles to include ATV and side-by-side. All Firefighter/ Lifeguards shall maintain required certifications to operate any city-owned vehicle. City shall maintain ownership and insurance of all vehicles and shall be responsible for properly maintaining and repairing all city-owned vehicles.

SECTION 5 - COSTS

In consideration of the services provided to Cannon Beach Police Department, the City shall reimburse Cannon Beach RFPD an hourly rate of \$17.00 for each Cannon Beach RFPD lifeguard who provides services to the City under this Agreement. Cannon Beach RFPD will maintain accountability of lifeguard coverage hours and bill City monthly. Invoices shall be due the month following services and paid within 30 days of receipt.

SECTION 6- REVIEW, EVALUATION, AND QUALITY ASSURANCE

Both Parties shall notify the other as soon as possible of incidents that affect the quality-of-service delivery under this Agreement. Both Parties agree to work diligently towards resolving any issues that may arise for the mutual benefit of the Parties.

SECTION 7 – LIABILITY/INDEMNITY

- 7.1 To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, Cannon Beach RFPD shall defend, indemnify, and hold harmless City, and each of City's elected officials, officers, agents, and employees, from and against any and all losses, claims, actions, costs, judgments, damages, or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this Agreement by Cannon Beach RFPD, including, but not limited to, any acts or omissions of Cannon Beach RFPD officers, employees, agents, volunteers, and others, if any, designated by Cannon Beach RFPD to perform services under this Agreement.
- 7.2 Cannon Beach RFPD shall not be held responsible for any losses, claims, actions, costs, judgments, damages, or other expenses directly, solely, and proximately caused by the negligence of City. Cannon Beach RFPD shall be liable to the City for any damage to City equipment, vehicles or facilities caused by the negligence of Cannon Beach RFPD employees, volunteers, or agents performing activities under this Agreement.
- 7.3 To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, City shall defend, indemnify, and hold harmless Cannon Beach RFPD, and each of its officers, agents, and employees, from and against any and all losses, claims, actions, costs, judgments, damages, or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, arising out of or incident to the performance of this Agreement by City of Cannon Beach,

including but not limited to, the acts and omissions of City's employees, agents, volunteers, and others, if any, designated by Cannon Beach RFPD to perform services under this Agreement.

- 7.4 City of Cannon Beach shall not be held responsible for any losses, claims, actions, costs, judgments, damages, or other expenses directly, solely, and proximately caused by the negligence of Cannon Beach RFPD.
- 7.5 This section does not confer any right to indemnity on any person or Party other than the Parties, waive any right of indemnity or contribution from any person or Party; or waive any governmental immunity.
- 7.6 The obligations of Cannon Beach RFPD and City under this section will survive expiration or termination of this Agreement.
- 7.7 The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

SECTION 8 - NOTICE

Any notice required or allowed to be given by this Agreement shall be given by hand delivery or by placing said notice in the United States Mail, first class postage pre-paid, and addressed as follows:

To City of Cannon Beach

City Manager
163 E. Gower
P.O. Box 368
Cannon Beach, OR 97710

To Cannon Beach RFPD

Fire Chief
188 Sunset Blvd.
P.O. Box 24
Cannon Beach, OR 97110

Said notice shall be deemed to be received when hand delivered or, if mailed, three (3) days after said mailing. If the mailing address of either Parties changes, notice of the change of address shall be given to the other district in writing.

SECTION 9 – DEFAULT

A Party to this Agreement who has cause to believe that the other Party is in default of the terms or conditions of this Agreement, shall give the Party alleged to be in default written notice of said default, and allow not less than ten (10) days for the default to be cured. If the default cannot be cured within ten (10) days, it shall be sufficient if the

defaulting Party begins addressing the alleged default and continues with its best effort regarding resolution. If the default is not cured within that time or the time reasonably allowed for cure, the following remedies are available to the Parties:

- Declare this Agreement to be terminated, at which time the provisions of Section 10 of this Agreement shall be complied with.
- Bring an action in the Clatsop County Circuit Court to enforce any provision of this Agreement.
- Request arbitration of any dispute pursuant to ORS 190.710 to ORS 190.180.

Each of the above remedies is deemed to be cumulative and non-exclusive of any other remedy.

SECTION 10 – TERMINATION

- 10.1 This Agreement may be terminated for cause after the terminating Party has complied with the requirements of Section 9 herein.
- 10.2 This Agreement may be terminated by either Party, without cause, by the terminating Party giving the other Party written notice of its intention to terminate this Agreement. Such notice shall be given at least ninety (90) days prior to the termination of this Agreement, although, by mutual consent of the Party, this Agreement may be terminated on shorter notice.
- 10.3 City shall compensate Cannon Beach RFPD for services rendered under this Agreement up to the date of termination.

SECTION 11 – PERSONNEL

The Cannon Beach RFPD lifeguard personnel shall at all times remain and be employees of Cannon Beach RFPD, subject to the rules and regulations. Cannon Beach RFPD shall maintain workers compensation coverage for its employees as required by law. Cannon Beach RFPD will supervise all of their personnel while performing duties under this Agreement. The intent of this provision is to prevent the creation of any “special employer” relationship under Oregon workers’ compensation laws, PERS regulations or other state or federal laws.

SECTION 12 - ENTIRE AGREEMENT

This written Agreement is the entire agreement of the Parties hereto regarding the subject matter of this Agreement and contains all of the terms and conditions of the Agreement between the Parties. 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 Parties as duly authorized by the governing body of each Party.

SECTION 13 – GENERAL PROVISIONS

- 13.1 Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between Cannon Beach RFPD and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Parties, by execution of this Agreement, hereby consents to the in personal jurisdiction of the courts referenced in this section.
- 13.2 Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- 13.3 Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- 13.4 Access to Records. The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy, or litigation arising out of or related to this Agreement, whichever is later.
- 13.5 Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other

authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- 13.6 Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- 13.7 Independent Contractor. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be a representative, agent, employee, or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- 13.8 No Third-Party Beneficiary. The City and Cannon Beach RFPD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 13.9 Subcontract and Assignment. No Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole discretion.
- 13.10 Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 13.11 Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- 13.12 Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective authorized successors and assigns.
- 13.13 Force Majeure. Neither the City nor Cannon Beach RFPD shall be held responsible for delay or default caused by events outside of the City's or Cannon Beach RFPD's reasonable control including, but not limited to, fire, terrorism, riot,

pandemics, acts of God, or war. However, each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- 13.14 No Attorney Fees. In the event any arbitration, action, or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party shall be responsible for its own attorneys' fees and expenses.

SECTION 14 - EXECUTION

The execution of this Agreement by each of the undersigned is done pursuant to the authorization of the governing body of each Party, 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 City of Cannon Beach and Cannon Beach RFPD. In witness whereof, the Parties, 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: Marc Reckmann
 Title: Fire Chief

City of Cannon Beach

By: _____ Date: _____
 Name: Bruce St. Denis
 Title: City Manager

Fire Chief Report

Reporting Period: March 1 to March 31, 2022

RESPONSE DATA

March calls

Call Volume Observations

- ✓ 32 calls in February 2022
- ✓ Average for February 2017-2021 is 26

Projects and Administration



Significant calls or projects.

- Karen Apple started at Exec. Assist April 4th



Strategic Plan: Working on meeting response plan



Grants

- Radios:
 - Portables are in, most mobiles are in. Installation will start April 26.
- 5" hose in service.
- AFG Grant Applications for:
 - Arch Cape engine
 - Fill station and fit tester
 - Hamlet Engine
 - Hamlet turnouts and air compressor
 - SCBAs and Engine for Elsie
- Seismic Grant: Continue evaluating grant requirements to pre-implementation activities.
- Applied for staff positions through SAFER Grant.
- Applied for regional marking position (Gearhart, Hamlet, Cannon Beach); Gearhart hosted



Radio system:

- Consolidation meeting 2nd & 4th Thursdays at 11. Talking about what it will look like, no formal plans yet.



Prepared Food Tax: Legal challenges were dismissed.



Rescue: No chassis until 2023

🔥 Hydrants: Falcon Cove and Arch Cape complete

🔥 Building:

- Wind blew out windows in tower, working through insurance to get replaced
- Working on estimates for next year to fix station speaker system

🔥 Apparatus

- 3225 being put in service
- 3227 is really blowing smoke, need to get 3225 in service to save 3227

🔥 Prevention: Nothing to report

🔥 Meetings

- County Fire Defense
- City Staff
- City Council
- County Ambulance Service Area Committee
- Communication committee
- Desert with District 3rd Tuesday of each month
- Dispatch Consolidation meeting

🔥 Recruitment: Ongoing. Working on Student program

🔥 Chief vacation:

🔥 Upcoming Events:

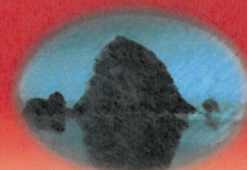
- 3/14/2022: Next Board meeting
- **BUDGET:**
 - ✓ 3/14/2022: Budget Committee Appointment.
 - ✓ 4/21/2022: Publish first notice of Budget Committee Meeting.
 - ✓ 5/5/2022: Publish second notice of Budget Committee Meeting
 - ✓ 5/19/2022: Budget Committee Meeting 6 pm
 - ✓ 5/26/2022: Second Budget Committee Meeting (if needed) 6 pm
 - ✓ 6/2/2022: Publish notice of Budget Hearing
 - ✓ 6/13/2022: Hold Budget Hearing
 - ✓ 6/13/2022: Board Meeting to adopt budget.
 - ✓ 6/27/2022: Submit tax certification document to Assessor and copy to County Clerk.



Cannon Beach

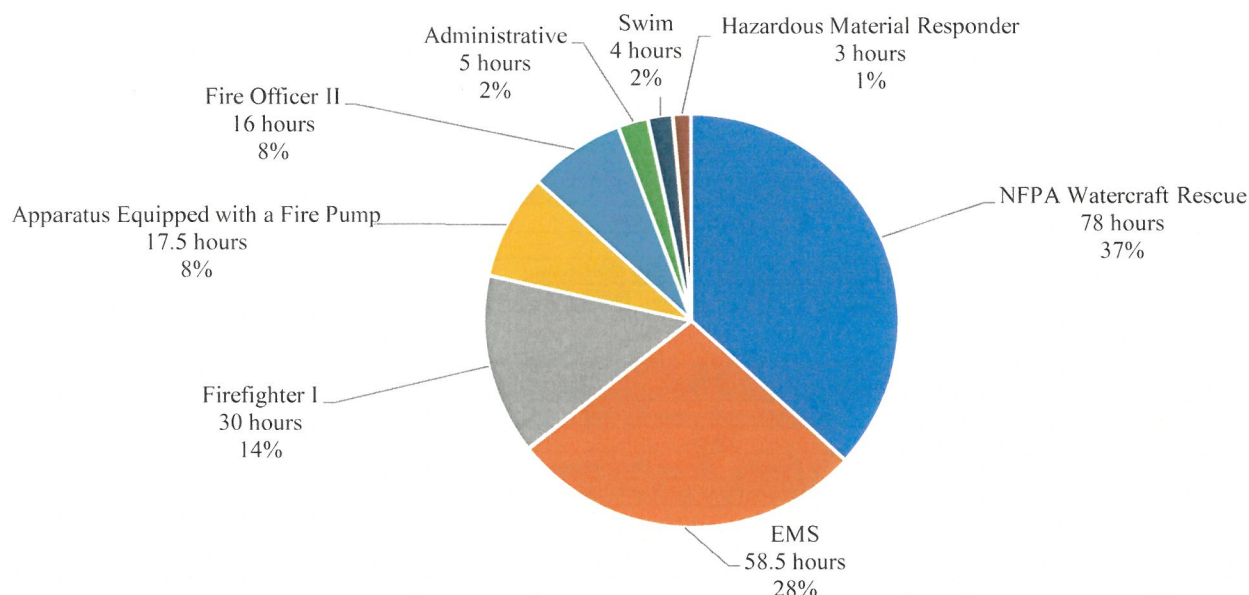
Rural Fire Protection District

188 SUNSET BLVD · PO BOX 24 · CANNON BEACH OR 97110
(503) 436-2949 · EMERGENCY DIAL 9-1-1



Hello,

The following is a brief training report for March 2022.



During the month of March, we were able to log 212 hours of training. As you can see from the graph, the Watercraft Rescue Training was our highest amount of training hours. For this training, we sent three of our members to a 3-day hands-on class hosted by Clackamas County Sheriff's Office. During this training, our members trained with law and fire personnel from all over the area in how to safely operate our Jet skis. This will be invaluable training as we continue to make strides in re-developing our water rescue program.

Other than EMS training, our next highest training area was involving our Firefighter 1 skills. During this training, our members honed their firefighter skills such as deploying and flowing hose lines, basic firefighting fundamentals, etc... We also spent several hours getting comfortable with driving and pumping our new 3225.

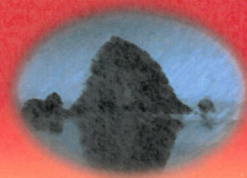
Moving into our next quarter of training (pictured on the next page), not only are we preparing for our new engine to go into service, but also our new radios. In addition to those rather big training items, we will begin preparing for the summer months ahead. This will require our members to complete their annual wildland refresher training, as well as work to train our surf rescue personnel for deployments.



Cannon Beach

Rural Fire Protection District

188 SUNSET BLVD · PO BOX 24 · CANNON BEACH OR 97110
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CANNON BEACH RURAL FIRE PROTECTION DISTRICT 2022 TRAINING SCHEDULE



Quarter 2	April			
	Date	Lead Instructor	Training Topic	Location
	6	DC	Trail Rescue Operations	TBD
	13		EMS	Cannon Beach
	20		Structure Fire - Relay Pumping Operations	TBD
	27	DC	3277 Operations / PPE Inspection / Conflag Review	Cannon Beach
	May			
	4		Firefighter Association Meeting	Cannon Beach
	11		EMS	Cannon Beach
	18		RT-130 Training / Shelter Deployment	Cannon Beach
	25		Progressive Hoseslay Operations	TBD
	June			
	1	LT. S White	Surf Rescue Operations	TBA
	8		EMS	Cannon Beach
	15		Structure Protection	TBD
	22	LT. S White	Surf Rescue Operations	TBD
	29	Reckmann	Family Dinner Night	Cannon Beach

** Please understand that this training schedule is subject to change based off of operational needs. **