

City of Wheeler

Chapter 4

FIRE

RESOLUTION NO. 74- 6

WHEREAS, the Wheeler Fire Department has drafted a proposed set of Rules and Regulations based upon recommendations of the Insurance Services Office of Oregon, and WHEREAS, the City Council feels these Rules and Regulations are in the best interest of all the people of the City, THEREFORE, it is resolved, that the City Council approves the adoption of the Fire Department Rules and Regulations.

Adopted this 16th day of July
1974.

ATTEST;

Virgil L. Stalder
Mayor

Zella P. Schwantzen
Recorder

VREHILAK FIRE DEPARTMENT PERSONNEL
RULES AND REGULATIONS

CHAPTER I - INTRODUCTION

The Organization outlined is based on a single fire company operating out of one fire station providing complete basic fire department services for the city and mutual-aid to rural fires. Mutual-aid must be according to the Tillamook County Mutual-Aid Plan so as not to deprive the town of necessary protection.

The minimum number of active men needed for an effective fire company of this type will be twenty, with a reserve list of five. This should enable response of a sufficient number of men to provide effective manning of apparatus dispatched to alarms. The organization presented provides for the operation of a chain of command, both for administrative and fireground; this should allow the fire company to perform effectively its assigned mission of prevention and extinguishing fires.

One fact, that should be understood clearly, is that fire department operations of the type described cannot be successfully performed without apparatus which is designed for the job and properly equipped.

CHAPTER II - GENERAL ORGANIZATION

The organization of a 25-man fire company shall be as follows:

Membership to include: 1 - Fire Chief, 1 - Assistant Fire Chief, 2 - Captains, 16 - Active Volunteer Fire Fighters, and 5 - Reserve Volunteer Fire Fighters, from these 25 men, there shall be a minimum of 6 - Driver-engineers.

The Chain of Command includes: Chief, Assistant Chief, 1st Captain, 2d Captain, and Driver-engineer.

Operational Units include: Engine 1, Engine 2, with members being divided into 2 squads with an assigned officer, and all members shall perform general fire duty as ordered by the officer in charge at the fire.

Station Duties: All firemen shall return to the station with the apparatus and properly clean and make ready the apparatus and equipment for service again. No fireman shall be excused from this duty, except in the case of an emergency, a fireman may be excused by the officer in charge.

This organization is intended to assure that basic operations of fire attack with hose streams and other equipment carried on efficiently on ground.

Any person, resident
16 and 60 years
membership.

Each applicant
be referred to
point
may
to
Not
filler
member

CAPITALE III - DUTIES ASSIGNED TO OFFICERS AND PERSONNEL

The officers of this department shall consist of the Fire Chief, who shall be appointed by the City Council for an indefinite term and removable only for cause or by resigning, an Assistant Fire Chief, a 1st Captain, a 2d Captain, and a Clerk or Secretary-Treasurer, all of whom shall be appointed by the Fire Chief and who have come up from the ranks.

The Fire Chief:

1. The chief is general manager of the fire department, responsible to the City Council.
2. He shall make appropriate recommendations regarding desirable fire protection and fire prevention measures.
3. He shall be responsible for all department property, including fire station, apparatus, and other equipment.
4. He shall be responsible for the appointment and assignment of the men to their duty.
5. He shall see that duties are properly performed.
6. He shall assign a training officer, a fire prevention officer, and such other officers as may be required. He shall assign a member as departmental clerk or secretary-treasurer.
7. He shall see that order and discipline are maintained in the department.
8. He shall be responsible for preparing the annual budget and for the proper expenditure of funds as prescribed in the fiscal policy of the community.
9. He shall maintain a personnel roster of all members providing essential information including age, address, date of appointment, assignment, injuries, training, and fire attendance records.
10. The chief shall be in overall charge of all fire fighting and emergency operations assisted by the assistant chief, and the 1st and 2d captains. When available he shall respond to all alarms and structural fires, and to other serious fires within the community.
11. He shall be responsible for maintaining the local fire department records system.

The Assistant Chief:

1. The assistant chief shall assume the responsibilities and duties of the fire chief in the chief's absence.
2. He shall perform any other duties assigned to him by the chief.

The Captains:

1. It shall be the duty of the captain to direct the efficient operation of the members under his command at fires in performance of duties assigned by the chief and/or the assistant chief.
2. The captain shall be in charge of the apparatus at drill given all members.
3. He shall serve as a driver of the apparatus and equipment.
4. The captain shall be in charge of the apparatus at fires and emergencies.

The :

5. Any member who cannot regularly respond to fires or attend meetings and drills may be kept on a reserve list with the approval of the chief. Such members must annually complete such refresher training as the chief may prescribe. Members not making sufficient application for such reserve status or be dropped from the department roster.

CHAPTER IV - RESPONSE ASSIGNMENTS

1. Still Alarms - (Reports of small outside fires not involving structures or presenting rescue problems.) One officer and a driver-engineer with Engine 2 and such members who are available, but normally not more than 6 members.
2. Residential Fire (Single family residence presenting no unusual fire problems.) One officer and a driver-engineer with engine 1, one officer and a driver-engineer with engine 2, and such members who are available. If both pieces of apparatus are not needed to suppress the fire, Engine 1, with one officer and a driver-engineer plus three firemen, shall return to the station to remain on standby duty.
3. Business District and Target Hazard Fires - Response to these locations shall be preplanned and calls for Engine 1 and 2 with all members who are available. The response to business districts or other high hazard locations are designed to permit the fire department to bring its maximum capability into operation immediately, because, unless the fire is promptly controlled, major damage could result before outside assistance could be obtained.
4. Mutual-Aid, Outgoing - Engine 2 shall respond with one officer, a driver-engineer, and three firemen. Other officers and members shall standby with Engine 1 at the fire station, unless otherwise directed by the chief or officer in charge. All outgoing mutual-aid shall follow the Tillamook County Mutual-Aid Plan.
5. Mutual-Aid, Incoming - Mutual-aid shall be called to assist the local department only upon orders from the chief or the officer in charge. When mutual-aid assistance is needed it shall be called in accordance with the Tillamook County Mutual-Aid Plan. Instructions shall be given to responding units as to where to report and a qualified member of the local department shall be assigned to meet each incoming unit and direct it to the desired location.

CHAPTER V - YEAR-ROUND TRAINING PROGRAM

The year-round training program shall include all members. Training sessions shall be held at least twice monthly. The following subjects must be covered at least annually and training sessions must include both theory and practice as far as applicable. A training record shall be kept for each member.

1. HOSE PRACTICE: Two employed by the department, fog nozzles, etc.
The elementary
2. LADDER PRACTICE
all ladder
3. RESCUE
or

7. FIRE EXTINGUISHERS: One session shall be devoted to the care and use of fire extinguishers, including the types of extinguishers suitable for various fires.
8. OPERATIONS AT RESIDENTIAL FIRMS: One session shall be based upon the department's standard operating procedures. The training includes both instruction and practice based upon prefire planning for various parts of the community.
9. OPERATIONS IN BUSINESS DISTRICT: One session is based upon standard operating procedures at fires requiring a two-position attack with two pumpers. This includes instruction in basic tactics as well as practice of hose layouts at actual locations where possible.
10. OPERATIONS AT TARGET HAZARDS: One session devoted to prefire plans for operations at specific buildings, churches, hotels, and other places of public assembly. This will include study of required hose lays, placement of apparatus, and procedures including evacuation and life safety.
11. MUTUAL-AID PROCEDURES: This includes procedures for outgoing mutual-aid calls and incoming mutual-aid units.

NOTE: Correct communications and radio procedures and assigned response will be included in all appropriate practice sessions.

Approved and passed by the Common Council on 16th day of July 1974,
by Resolution No. 74-6

These rules and regulations will become effective on August 1, 1974.



Virgil L. Staben, Fire Chief
Wheeler Fire Department

ORDINANCE #71 - 2

AN ORDINANCE ADOPTING A FIRE PREVENTION CODE PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION

Be it ordained by the CITY OF WHEELER:

Section 1. Adoption of Fire Prevention Code. There is hereby adopted by the City of Wheeler for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the Fire Prevention Code recommended by the American Insurance Association, being particularly the 1970 edition thereof and the whole thereof, of which code not less than three (3) copies have been and now are filed in the office of the Clerk of the City of Wheeler and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Wheeler.

Section 2. Enforcement. The code hereby adopted shall be enforced by the Chief of the Fire Department.

Section 3. Definitions. Whenever the word "Municipality" is used in the Fire Prevention Code, it shall be held to mean the City of Wheeler.

Section 4. Establishment of Limits of Districts in which Storage of Explosives and Blasting Agents, Storage of Flammable Liquids in Outside Aboveground Tanks, and Bulk Storage of Ignited Petroleum Gases is to be Restricted. The limits referred to in section 53b of the code hereby adopted, in which storage of explosives and blasting agents is prohibited, the limits referred to in section 74e of the code hereby adopted in which storage of Class I liquids in outside aboveground tanks is prohibited, and the limits referred to in section 114 of the code hereby adopted, in which bulk storage of ignited petroleum gas is restricted are hereby established as follows: All the area now encompassed by the present boundaries of the City of Wheeler, Oregon.

Section 5. Establishment of Motor Vehicle Routes for Vehicles Transporting Explosives and Blasting Agents. The routes referred to in section 55d of the Fire Prevention Code for vehicles transporting explosives and blasting agents are hereby established as follows: Highway 101, also known as Nehalem Blvd., with no stopping or parking within one quarter (¼) mile of the posted city limits.

Section 6. Establishment of Motor Vehicle Routes for Vehicles Transporting Hazardous Chemicals or Other Dangerous Articles. The routes referred to in section 109.1b of the Fire Prevention Code for vehicles transporting hazardous chemicals and other dangerous articles are hereby established as follows: Highway 101, also known as Nehalem Blvd., with no stopping or parking within one quarter (¼) mile of the posted city limits.

Section 7. Establishment of Fire Lanes on Private Property, Devoted to Public Use. The fire lanes referred to in section 169.2a of the Fire Prevention Code are hereby established as follows:

- (a) The alley driveway between the City Center Motel and the Wheeler Motor Service, which leads to the rear of the Rhinehart Clinic Building and Buffington's Food Store Entrance from Sector Street.
- (b) The driveway to the rear of the Wheeler Pharmacy Building and the Wheeler Inn Building Entrance from Rowik Street.
- (c) The alley driveway to the rear entrance of the Wheeler Inn Building Alley entrance off Hall Street.

Section 8. Modifications. The Chief of the Fire Department shall have power to modify any of the provisions of Fire Prevention Code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Chief of the Fire Department thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

Section 9. Appeals. Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Chief of the Fire Department to the City Council within 30 days from the date of the decision appealed.

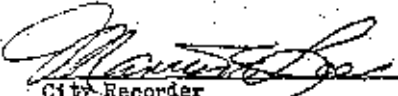
Section 10. Penalties. a. Any person who shall violate any of the provisions of the code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable by a fine of not less than \$50.00 nor more than \$500.00. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense. b. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 11. Repeal of Conflicting Ordinances. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the code hereby adopted are hereby repealed.

Section 12. Validity. The City Council hereby declares that should any section, paragraph, sentence, or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

Section 13. Date of Effect. This ordinance shall take effect and be in force from and after its approval as required by law.


Mayor


City Recorder

TILLAMOOK COUNTY FIRE MOBILIZATION RESPONSE AGREEMENT

Section 1 INTRODUCTION:

In accordance with ORS 190.100 authorizing local governments to enter into mutual aid agreements with neighboring agencies, this agreement is made and entered into by the following named agencies that represent the legal responsibilities for their affiliated fire departments:

City of Manzanita	Manzanita Fire Department	Station 11
City of Nehalem	Nehalem Fire Department	Station 13
City of Wheeler	Wheeler Fire Department	Station 16
City of Rockaway Beach	Rockaway Fire Department	Station 21
City of Garibaldi	Garibaldi Fire Department	Station 31
City of Bay City	Bay City Fire Department	Station 41
Oceanside Fire District	Oceanside Fire Department	Station 51
Netarts Fire District	Netarts Fire Department	Station 61
Tillamook Fire District	Tillamook Fire Department	Station 71
Tillamook Fire District	Tillamook Fire Department	Station 72
Nestucca Fire District	Nestucca Fire Department	Station 81
Nestucca Fire District	Nestucca Fire Department	Station 82
Nestucca Fire District	Nestucca Fire Department	Station 83
Nestucca Fire District	Nestucca Fire Department	Station 84
Nestucca Fire District	Nestucca Fire Department	Station 85
Nestucca Fire District	Nestucca Fire Department	Station 86
Department State Forestry	State Forestry Protection	Station 91

This agreement has been developed and supersedes all previous mutual aid agreements in existence with respect to all of the above named departments and agencies. It is the purpose and intent of this agreement to solidify a common goal of a county-wide system to enable the mobilization of maximum resources for any type of natural disaster to include fire, flood, earthquake, mass casualty, or any type of emergency request per the office of **Tillamook County Emergency Management**. The ultimate goal is the preservation of life and property throughout Tillamook County. This agreement will not supersede the **State Mobilization Plan** for inter-state mutual aid as written by the State Fire Marshal's office. This agreement is intended to be consistent with, and supportive of the state contingency plans.

Upon completion of the required agency signatures, this agreement between the participating agencies becomes **effective July 1, 1996** for the purpose of all activity as outlined within this agreement, and will remain in effect until replaced by an additional or updated version of the agreement.

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 2.0 AUTHORITY

This agreement is entered into under the authority granted to the agencies by their respective charters and/or Oregon Revised Statutes. ORS 190.010 authorizes all local government agencies to enter into written agreements with any other local government agency for the purpose of any and all functions and activities that the agencies to the agreement have authority to perform. Additionally, ORS Chapters 453, 476 and 401 authorize the State Fire Marshal and the Administrator of the Oregon Emergency Management to develop comprehensive statewide plans for the protection of life and property during disasters. This agreement has been modeled after the **State Mobilization Plan**, with some alterations for local agency implementation and requirements.

2.1 FIRE CHIEF AUTHORITY

Upon the completion and acceptance of this agreement, all agencies will authorize their department Fire Chief to act as their liaison for the implementation of this agreement and its conditions.

SECTION 3.0 SCOPE OF AGREEMENT

This agreement, as modeled after the **Oregon Fire Service Mobilization Plan** as adopted by the State Fire Marshal, shall include the following types of requirements, operating terms and conditions:

3.1 EQUIPMENT AND PERSONNEL

All agencies within the agreement, agree to provide all other agencies the types of equipment and personnel as described within the **Tillamook County Fire Defense Board Fire Mobilization Plan** for alarm assignments and deployment for coverage. All agencies will attempt to maintain active levels of personnel and equipment in order to fulfill the **Fire Mobilization Plan** requirements. All agencies will also recognize that personnel and equipment shall be periodically unavailable under normal operating requirements. When any agency experiences a significant change in personnel or equipment which lasts more than seven (7) days, that agency Chief will notify the County Fire Defense Board Chief and 911 Dispatch of those changes and anticipation of correction. It will be the responsibility of all agency Chiefs to maintain an up-to-date resource list with Dispatch for both equipment and officer personnel. Nothing within this agreement prohibits any agency from providing additional resources beyond the listed resources within the **Fire Mobilization Plan**.

FIRE MOBILIZATION RESPONSE AGREEMENT

3.2 GOOD FAITH

All agencies agree to furnish their department personnel and equipment as outlined within the **Tillamook County Fire Mobilization Plan** for all reasonable and necessary emergencies as requested by their neighboring agencies. All agencies will reserve the right to refuse any requests for service, if that service creates a depleted and unreasonable level of protection within their own jurisdiction beyond the **Fire Mobilization Plan**. All agencies are encouraged to follow the **Fire Mobilization Plan** to ensure adequate coverage for their jurisdictions.

3.3 DISPATCH / PROTOCOL

All agencies agree to activate all mutual aid through the local 911 Dispatch center per the protocols of the **Fire Mobilization Plan**, at the request only of the Incident Commander or the Officer in Charge of the local jurisdiction requesting assistance. All agencies agree to help develop, maintain, and implement the **Fire Mobilization Plan** for the purpose of dispatching additional resources per request. This document will be updated on a yearly basis by the **Fire Defense Board** and up-to-date and current copies will be located in all agency departments and the local 911 Dispatch center. All agencies agree that some incidents will not require the full implementation of the **Fire Mobilization Plan** for coverage, and selective call-up for various types of personnel and equipment can be utilized beyond the scope of the **Fire Mobilization Plan**.

3.4 SUPERVISION

All personnel and equipment that are provided within the scope of this agreement will be under the total supervision of the requesting agencies Incident Commander. If the requesting agency commander desires to pass command to a providing agency officer who is considered to have greater experience for the incident, that process is applicable upon acceptance of the providing agency officer, and that officer will assume total supervision. All mutual aid companies will work together under the supervision of their officer for ease of operations and communication purposes. Officers of agencies providing mutual aid may be requested to assume sector supervision as well as supervision of their own company personnel.

FIRE MOBILIZATION RESPONSE AGREEMENT

3.5 TRAINING

All agencies agree to develop and maintain adequate training programs that follow **B.P.S.S.T.** guidelines for the purpose of obtaining appropriately trained personnel for mutual aid requirements. All personnel from agencies that respond per **Fire Mobilization Plan** guidelines will meet the minimum **Basic Firefighter** accreditation for structural requirements, and the **SW-195 Wildland** requirements, with an understanding in the **NIIMS Incident Command System**. All agencies agree to respond with equipment and personnel under the direction and leadership of an affiliated and trained officer within their department.

3.6 INCIDENT COMMAND SYSTEM

All agencies agree that they will operate following the adopted **State of Oregon Incident Command System, (NIIMS)**. This incident command system has been endorsed by the **State Fire Marshal's Office** and the **Oregon Fire Chiefs' Association**, and is utilized in the **State Mobilization Plan**. This operational system will include the control of on scene operations and any documentation deemed necessary by the requesting or providing agencies for the purpose of tracking personnel and equipment enroute, in staging, and or move-up. Agencies will provide their officer personnel and firefighters with adequate training and working knowledge of the incident command system as applicable.

SECTION 4.0 WAIVERS

4.1 GENERAL WAIVERS

All agencies of this agreement will waive all claims against other participating agencies for any compensation loss, damage, personal injury, or death occurring to personnel and /or equipment during the activation, response, return, and on scene operation of this agreement.

4.2 HOLD HARMLESS

All agencies will hold harmless the mutual aid requesting agency, from any type of third party liability for any injury or death to a person, or damage to property while enroute or returning during the course or duration of the activation of this agreement. Each agency agrees to provide liability insurance or equivalent coverage for their respective department personnel and equipment during any activity assumed under this agreement, to the minimum dollar amounts required under the Oregon Tort Claims Act, ORS 30.270.

FIRE MOBILIZATION RESPONSE AGREEMENT

4.3 WORKERS' COMPENSATION

Each agency agrees to provide workers' compensation insurance coverage for all personnel who participate in this agreement. Even though overall incident command is the responsibility of the requesting agency, all agencies will supervise their own personnel as outlined in Section 3, 3.4 for supervision. The intent of this provision is to prevent the creation of "special employer" relationships under the Oregon Workers' Compensation Law.

SECTION 5.0 REFUSAL TO PERFORM / SAFETY

On-scene safety is of vital importance to all participating agencies. All requesting agency commanders will establish a working safety officer for monitoring purposes. Any agency representative has the authority to refuse to commit personnel and/or equipment to any type of activity related to this agreement, which is assumed to be unsafe. Any activity deemed to be unsafe would create an assumed unreasonable danger to personnel injury, loss of life, and equipment damage or loss. The commanding officer of the providing agency shall reserve the right and decision making process involving safety for his agencies personnel and equipment.

SECTION 6.0 COMPENSATION

All agencies agree to provide personnel and equipment as outlined within the Fire Mobilization Plan for the purpose of equal response and coverage assignments. All agencies agree to the shared costs involved for all agencies with respect to the balanced assignments of the Fire Mobilization Plan. No monetary exchanges will be made between any agency as a result of this agreement for the shared costs incurred.

SECTION 7.0 TERMINATION

Any agency may terminate their participation in this agreement by supplying the Fire Defense Board with written notification and thirty (30) days' notice. This notice will be forwarded to all other participating agency governing bodies and the 911 Dispatch center for the purpose of altering and the removal of the withdrawing agency from the Fire Mobilization Plan.

SECTION 8.0 EXTENDED JURISDICTION

All participating agencies recognize that ORS Chapters 190.453, and 476 extend their power of jurisdiction beyond their normal boundaries for the purpose of participation within this agreement, or any other type of mutual aid request.

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 10.0 RETIREMENT STATUS

All agencies agree and recognize that for any agency that has public employees, under this agreement no public employee retirement system benefits accrue. There will also not be any benefits for Federal Social Security, unemployment insurance, or workers' compensation. This section does not limit the responsibilities or requirements for individual agencies, but only limits this agreement in conjunction with the Fire Mobilization Plan.

SECTION 11.0 CHANGES / ALTERATIONS

No agency will change or alter any portion of this agreement without the written approval of the remaining governing agencies and the Tillamook County Fire Defense Board.

11.1 AMENDMENTS

This agreement can be changed, altered, modified and supplemented for improvement with the written approval of all participating agencies and the Tillamook County Fire Defense Board. All agencies, their representatives and the 911 Dispatch center will receive copies of all alterations and changes upon the completion and authorization of those changes.

SECTION 12.0 SUCCESSORS IN INTEREST

This agreement will remain in effect unless changed and altered by all participating agencies and the Tillamook County Fire Defense Board, while and during the ongoing change in successors of the participating agencies governing bodies.

SECTION 13.0 REGULATIONS AND S.O.P.'S.

All participants in this agreement will comply with federal, state and local laws, codes, regulations, and ordinances applicable to the type of work performed while operating under this agreement. All agencies shall also recognize the variance and acceptance in the potential differences in standard operating procedures (S.O.P.'S.) during the course and activation of this agreement.

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

No participant of this agreement will be held responsible for any type of delay and the result thereof, for the inability or refusal to respond under the conditions of this agreement due to any unreasonable circumstances beyond their control to also include inadequate personnel, equipment or district coverage.

SECTION 15.0 ANNUAL REVIEW

The terms and conditions of this agreement, as well as the Tillamook County Fire Defense Board Mobilization Plan, will be annually reviewed by the participating members of the Tillamook County Fire Defense Board. This review will be for the purpose of upgrading and improving the overall performance and conditions of the Fire Mobilization Plan and the Fire Mobilization Response Agreement for all participating agencies.

SECTION 16.0 APPROVAL SIGNATURES

16.1 BAY CITY FIRE DEPT.

After reviewing and understanding the terms and conditions of this agreement and the Fire Mobilization Plan, having full authority to do so, I enter into this Agreement on behalf of the **BAY CITY FIRE DEPARTMENT**

Albert Griffin Major
City Administrator or District Board Chairman

5-16-96
Date

Linda McWheeler
Secretary City Recorder

5-16-96
Date

Sam M. [Signature]
Fire Chief

5-20-96
Date

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

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SECTION 16.0 APPROVAL SIGNATURES

16.1 GARIBALDI FIRE DEPARTMENT

After reviewing and understanding the terms and conditions of this agreement and the Fire Mobilization Plan, having full authority to do so, I enter into this Agreement on behalf of the **GARIBALDI FIRE DEPARTMENT**.

Joel I. Johnson, MAYOR
City Administrator or District Board Chairman

5/14/96
Date

Sandra Jones, CITY RECORDER
Secretary

5/14/96
Date

Mike Shellen
Fire Chief

5/14/96
Date

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

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SECTION 16.0 APPROVAL SIGNATURES

16.1 MANZANITA FIRE DEPARTMENT

After reviewing and understanding the terms and conditions of this agreement and the Fire Mobilization Plan, having full authority to do so, I enter into this Agreement on behalf of the **MANZANITA FIRE DEPARTMENT**.

Randy J. Kyle
City Administrator or District Board Chairman

1/17/96
Date

Secretary
Perry Sheelway
Fire Chief

Date
1-17-96
Date

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

No participant of this agreement will be held responsible for any type of delay and the result thereof, for the inability or refusal to respond under the conditions of this agreement due to any circumstances in which a timely response, or any response, would be unreasonable to expect, including but not limited to inadequate personnel or equipment available to continue to provide adequate district coverage.

SECTION 15.0 ANNUAL REVIEW

The terms and conditions of this agreement, as well as the Tillamook County Fire Defense Board Mobilization Plan, will be annually reviewed by the participating members of the Tillamook County Fire Defense Board. This review will be for the purpose of upgrading and improving the overall performance and conditions of the Fire Mobilization Plan and the Fire Mobilization Response Agreement for all participating agencies.

SECTION 16.0 APPROVAL SIGNATURES

16.1 NEHALEM FIRE DEPARTMENT

After reviewing and understanding the terms and conditions of this agreement and the Fire Mobilization Plan, having full authority to do so, I enter into this Agreement on behalf of the **NEHALEM FIRE DEPARTMENT**.

C. Martin Brown Mgr./Pres
City Administrator or District Board Chairman

07-10-96
Date

Secretary

Date

Don Davidson
Fire Chief

07/10/96
Date

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

No participant of this agreement will be held responsible for any type of delay and the result thereof, for the inability or refusal to respond under the conditions of this agreement due to any unreasonable circumstances beyond their control to also include inadequate personnel, equipment or district coverage.

SECTION 15.0 ANNUAL REVIEW

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SECTION 16.0 APPROVAL SIGNATURES

16.1 NESTUCCA FIRE DISTRICT

After reviewing and understanding the terms and conditions of this agreement and the Fire Mobilization Plan, having full authority to do so, I enter into this Agreement on behalf of the **NESTUCCA FIRE DISTRICT**

Michael A. Smith
City Administrator or District Board Chairman

5/17/96
Date

Denneth P. Eckhardt
Secretary

5/16/96
Date

William E. Smith
Fire Chief

4/16/96
Date

RECEIVED
MAY 17 1996
TILLAMOOK FIRE DISTRICT

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

No participant of this agreement will be held responsible for any type of delay and the result thereof, for the inability or refusal to respond under the conditions of this agreement due to any unreasonable circumstances beyond their control to also include inadequate personnel, equipment or district coverage.

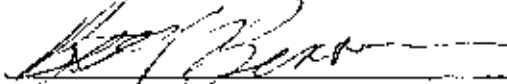
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SECTION 16.0 APPROVAL SIGNATURES

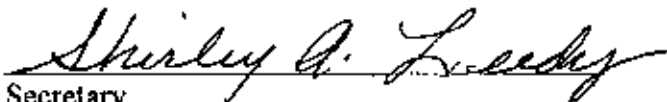
16.1 NETARTS FIRE DEPARTMENT

After reviewing and understanding the terms and conditions of this agreement and the Fire Mobilization Plan, having full authority to do so, I enter into this Agreement on behalf of the **NETARTS FIRE DEPARTMENT**



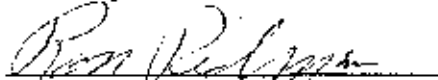
City Administrator or District Board Chairman

5-27-96
Date



Secretary

5/29/96
Date



Fire Chief

5-23-96
Date

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

No participant of this agreement will be held responsible for any type of delay and the result thereof, for the inability or refusal to respond under the conditions of this agreement due to any unreasonable circumstances beyond their control to also include inadequate personnel, equipment or district coverage.

SECTION 15.0 ANNUAL REVIEW

The terms and conditions of this agreement, as well as the **Tillamook County Fire Defense Board Mobilization Plan**, will be annually reviewed by the participating members of the **Tillamook County Fire Defense Board**. This review will be for the purpose of upgrading and improving the overall performance and conditions of the **Fire Mobilization Plan** and the **Fire Mobilization Response Agreement** for all participating agencies.

SECTION 16.0 APPROVAL SIGNATURES

16.1 OCEANSIDE FIRE DEPARTMENT

After reviewing and understanding the terms and conditions of this agreement and the **Fire Mobilization Plan**, having full authority to do so, I enter into this Agreement on behalf of the **OCEANSIDE FIRE DEPARTMENT**.

Tina Mortenson
City Administrator or District Board Chairman

6/6/96
Date

Clyde Zilber
Secretary

6/6/96
Date

Scott Campbell
Fire Chief

6/6/96
Date

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

No participant of this agreement will be held responsible for any type of delay and the result thereof, for the inability or refusal to respond under the conditions of this agreement due to any unreasonable circumstances beyond their control to also include inadequate personnel, equipment or district coverage.

SECTION 15.0 ANNUAL REVIEW

The terms and conditions of this agreement, as well as the **Tillamook County Fire Defense Board Mobilization Plan**, will be annually reviewed by the participating members of the **Tillamook County Fire Defense Board**. This review will be for the purpose of upgrading and improving the overall performance and conditions of the **Fire Mobilization Plan** and the **Fire Mobilization Response Agreement** for all participating agencies.

SECTION 16.0 APPROVAL SIGNATURES

16.1 TILLAMOOK FIRE DISTRICT

After reviewing and understanding the terms and conditions of this agreement and the **Fire Mobilization Plan**, having full authority to do so, I enter into this Agreement on behalf of the **TILLAMOOK FIRE DISTRICT**

Eric W. Sumner
City Administrator or District Board Chairman

5-14-96
Date

Secretary
Richard H. Allen
Fire Chief

Date
5-14-96
Date

FIRE MOBILIZATION RESPONSE AGREEMENT

SECTION 14.0 LIABILITY

No participant of this agreement will be held responsible for any type of delay and the result thereof, for the inability or refusal to respond under the conditions of this agreement due to any unreasonable circumstances beyond their control to also include inadequate personnel, equipment or district coverage.

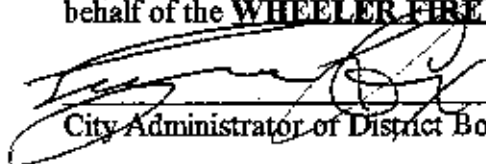
SECTION 15.0 ANNUAL REVIEW

The terms and conditions of this agreement, as well as the Tillamook County Fire Defense Board Mobilization Plan, will be annually reviewed by the participating members of the Tillamook County Fire Defense Board. This review will be for the purpose of upgrading and improving the overall performance and conditions of the Fire Mobilization Plan and the Fire Mobilization Response Agreement for all participating agencies.

SECTION 16.0 APPROVAL SIGNATURES

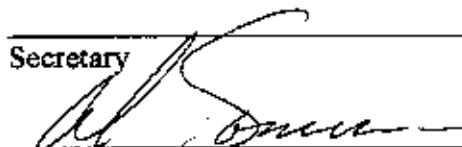
16.1 WHEELER FIRE DEPARTMENT

After reviewing and understanding the terms and conditions of this agreement and the Fire Mobilization Plan, having full authority to do so, I enter into this Agreement on behalf of the **WHEELER FIRE DEPARTMENT**



City Administrator or District Board Chairman

11/5/96
Date

Secretary


Fire Chief

Date
11/5/96
Date

CITY OF WHEELER

ORDINANCE NO. 2001-03

AN ORDINANCE PROVIDING FOR THE RECOVERY OF COSTS ARISING FROM THE WHEELER VOLUNTEER FIRE DEPARTMENT RESPONDING TO A CALL FOR ASSISTANCE ON A TRANSPORTATION ROUTE WITHIN THE CITY LIMITS OR ANY CALL FOR ASSISTANCE OUTSIDE THE CITY LIMITS.

WHEREAS, Oregon Revised Statutes 478.310(2) and the Oregon Fire Service Mobilization Plan establishes procedures and costs for reimbursements of fire protection services in certain cases, and

WHEREAS, it is important to the City of Wheeler that costs of fire protection and related services are equitable and rationally shared by all users of the protection,

NOW, THEREFORE, the City of Wheeler ordains as follows:

Section 1 Definitions:

Transportation Route: For the purposes of this ordinance, transportation route means a roadway, waterway, railroad right of way, airplane route, and/or property against which no taxes or assessments are levied by the City.

Non-resident: For the purposes of this ordinance, non-resident means any person other than residents, property owners, employes, or agents of the City of Wheeler

Section 2 User Fee Charge:

The City of Wheeler adopts a user fee charge for emergency response services provided by the Wheeler Volunteer Fire Department:

- a. For non-residents of the City of Wheeler for any incident on a transportation route, and
- b. For any incident outside the city limits.

Section 3 Fee Calculation:

Fees imposed pursuant to this ordinance shall be calculated and billed based on the Oregon Administrative Rules, Chapter 837, Division 130, "Fire Marshal Standardized Costs Schedules", attached as Exhibit A.

Section 4 Mutual Aid Agreements:

Any mutual aid agreements between the City of Wheeler and neighboring agencies will supersede this ordinance

Section 5. Severability:

The invalidity of any section or subsection of this ordinance shall not effect the validity of the remaining sections or subsections.

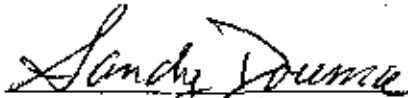
Section 6 Emergency Declared:

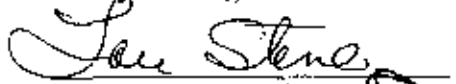
The City Council desires and deems it necessary for the preservation of the health and safety of the City of Wheeler and its citizens that this ordinance take effect at once and therefore an emergency exists and this ordinance will be in full force upon its approval and passage.


Adopted by the City Council this 17th day of April, 2001 by the following vote:

**CITY COUNCIL
WHEELER, OREGON**

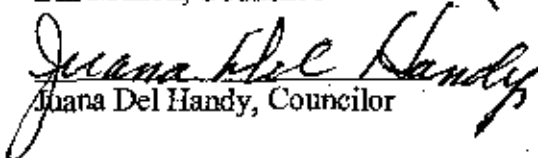
Aye Nay Absent/Abstain


Sandy Douma, President


Lou Stine, Councilor

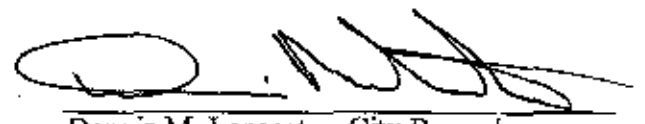

Chuck McLaughlin, Councilor


Bill Mullen, Councilor


Juana Del Handy, Councilor

ATTEST;


Stevic S. Burden, Mayor


Dennis M. Lancaster, City Recorder

4-17-01
Date Signed

**Oregon Administrative Rules
Chapter 837, Division 130 - Fire Marshal
Standardized-Costs Schedules
Unprotected Areas and Transportation Routes**

Purpose and Scope

837-130-000 (1) The purpose of these rules is to adopt by reference standardized-costs schedules for fire protection agency response to emergency incidents in unprotected areas and on transportation routes.

(2) These rules are to assist fire protection agencies and local government officials in the application of ORS 476.290 and 478.310.

Definitions

837-130-010 (1) "Unprotected Area" shall mean an area outside the boundaries of recognized public or private fire protection.

(2) "Transportation Route" shall mean a roadway, waterway, railroad right-of-way or airplane route against which no taxes or assessments for fire protection are levied by the municipality, fire district, or fire protection agency.

Schedules

837-130-020 (1) The State Fire Marshal adopts the standardized-costs schedules for transportation route response, unprotected area response, and apparatus costs that are contained in the State Fire Marshal's *Oregon Fire Service Mobilization Plan*.

(2) The State Fire Marshal adopts the volunteer firefighter reimbursement rate that is contained in the State Fire Marshal's *Oregon Fire Service Mobilization Plan*.

(3) All responses billed under these rules are subject to a 30-minute minimum response charge.

(4) Local agencies may determine their own billing cycle and any appropriate late charges and fees.

6. TRANSPORTATION COST SCHEDULE

**OREGON SAMPLE SUMMARY FIRE CHARGE FORM
INCIDENT COST ANALYSIS
Unprotected Areas and Transportation Routes**

Part 1: Incident Information

Incident Number: _____ Dispatch Time: _____ Recall Time: _____ Date: _____

Incident Address or Location: _____
 Type of Occupancy: _____
 Legal Description: _____ Incident Description: _____
 Property Owner: _____
 Address: _____
 City: _____ St./Zip _____
 Phone Number: _____

Cost Schedule

Part 2: Apparatus Cost Information

1. List each piece of apparatus separately.
2. The cost for each piece of apparatus is computed as follows:

Step 1: $b - a = c$
 Return time (b) minus dispatch time (a) equals total time (c).

Step 2: $c \times d = e$
 Total time (c) times cost per hour (d)* equals cost per apparatus (e).

	a	b	c	d*	e
Apparatus/Type Description:	Dispatch Time:	Return Time:	Total Time:	Cost Per Hour:	Cost Per Apparatus:
			x	=	
			x	=	
			x	=	
			x	=	
			x	=	
			x	=	
			x	=	
Total Apparatus Cost:					

* Reference: *State Fire Service Mobilization Plan, Hourly Rate Cost Schedule*

Part 3: Personnel Cost Information

1. Volunteer firefighter classes shall use \$12.00 per hour as the total cost per hour (e) factor when computing personnel costs. (Reference: *State Fire Service Mobilization Plan*, Billing Schedules, Section III-c-1-b.)
2. Paid firefighter classes shall use their current pay rates plus a fringe benefit hourly factor as the cost per hour (e) factor when computing personnel costs.
3. Any overtime or special pay costs incurred by the service provider may be computed on the blank lines and added to the total personnel costs.
4. Each firefighter class is computed as follows:

Step 1: $b - a = c$

Return time (b) minus dispatch time (a) equal total time (c).

Step 2: $c \times d \times e = f$

Total time (c) times number of firefighters used (d) times cost per hour (e) equals total cost per FF class (f).

	a	b	c	d	e	f
Firefighter Class:	Dispatch Time:	Return Time:	Total Time:	Number Used:	Cost Per Hour:	Cost Per FF Class:
Firefighter				X	X	=
Fire Engineer				X	X	=
Lieutenant				X	X	=
Captain				X	X	=
Battalion Chief				X	X	=
Fire Marshal				X	X	=
Chief				X	X	=
Other				X	X	=
Total Personnel Costs:						

Part 4: Summary

Section 1 Direct Costs

Section 1.1 Apparatus Cost

Total Emergency Response Apparatus Cost (from part 2):	Total Cost \$
--	---------------

Section 1.2 Personnel Cost

Total Emergency Response Personnel Cost (from part 3):	Total Cost \$
--	---------------

Section 1.3 Miscellaneous Supplies & Services

	Amount	Unit Cost	Total Cost

Total Miscellaneous Supplies & Services	\$
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Section 2 Indirect Costs

Section 2.1 Base Availability Rate

Response Availability Cost	Hourly Rate	Total Hours	Total Cost \$
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Section 2.2 Support Service Charge

Support Services Cost Per Incident	Total Cost
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Total Incident Cost - Direct & Indirect	
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5. STATE FIRE MARSHAL STANDARDIZED COST SCHEDULE

**OREGON FIRE SERVICE MOBILIZATION PLAN
EMERGENCY CONFLAGRATION ACT****HOURLY REIMBURSEMENT RATE**

APPARATUS	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V	TYPE VI
ENGINE	STRUCTURAL/ INTERFACE (Meets 1901 Standards)		INTERFACE/ BRUSH (With Off-Road Capability)		INTERFACE/ BRUSH (With Off-Road Capability)	
Pump (GPM)	1000 +	500 - 1000	120	70	50	50
Tank (Gallons)	400	400	> 300	≤ 750	500	200
	(\$100/Hr)	(\$80/Hr)	(\$60/Hr)	(\$40/Hr)	(\$30/Hr)	(\$25/Hr)
WATER TENDER						
Pump (GPM)	300	200	200			
Tank (Gallons)	5000	2500	1000	N/A	N/A	N/A
	(\$70/Hr)	(\$50/Hr)	(\$30/Hr)			
TRUCK	Aerial	Elevated Master Stream				
	(\$150/Hr)	(\$100/Hr)	N/A	N/A	N/A	N/A
SQUAD/ PERSONNEL TRANSPORT	In Use Only	N/A	N/A	N/A	N/A	N/A
	(\$20/Hr)					
SUPPORT VEHICLE	(\$15/Hr)	N/A	N/A	N/A	N/A	N/A
RESCUE VEHICLE*	(\$45/Hr)	N/A	N/A	N/A	N/A	N/A

Specialized equipment or apparatus shall be at a rate negotiated with the Office of State Fire Marshal (e.g., mobile communication, maintenance/repair, fuel, city service, aircraft fire, chemical, investigation, hazmat, heavy rescue, water craft, tow truck, air system, power plants).

* Includes medic units and ambulances.