City of Wheeler

Chapter 4

FIRE
RESOLUTION NO. 72-6

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;

[Signature]
Mayor

[Signature]
Recorder
CHAPTER I - ORGANIZATION

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 warning 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 this 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, 10 - 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, 2nd Captain, and Driver-engineer.

Operational Units include: Engine 1, Engine 2, with numbers being divided into 2 engines 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 firemen 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 can be carried out efficiently.

Any person, resident 18 and 60 years of age, may apply.

Each applicant is subject to a physical examination.
The officers of this department shall consist of the Fire Chief, who shall be appointed by the City Council, and shall be responsible for the general management of the department, including all fire prevention and fire protection measures.

The Fire Chief:
1. The Fire Chief is the 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 duties.
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, injury, training, and fire attendance records.
10. The Fire Chief shall be in overall charge of all fire fighting and emergency operations assisted by the Assistant Chief, the first and second Captains. When available he shall respond to all alarm and structural fires, and to other various 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 Captain:
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 or the Assistant Chief.
2. The Captain shall be an officer of the fire company, given all members.
3. He shall serve as the Company Officer.
4. He shall attend all meetings of the fire company.
5. He shall keep the records of the fire company.

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
actually complete such referee training as the chief may prescribe. Members
who fail to attend training or be dropped from the
department roster.

CHAPTER IV - RESPONSE ASSIGNMENTS

1. Skill Alarms - (Reports of small outside fires not involving structures or present-
ing fire problems.) The officer and a driver-engineer with Engine 2 and such
members who are available, but normally not more than 6 members.

2. Residential Fires (Single family residences presenting no unusual fire problems.)
Only 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
shall return to the station to remain on standby duty.

3. Business District and Target Hazard Fires - Response to these locations shall be
proclaimed 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 departments to bring its maximum capability into operation immedi-
ately, because, unless the fire is promptly controlled, major damage could result
before outside assistance could be obtained.

4. Mutual-Aid, Cylinder - Engine 2 shall respond with one officer, a driver-engineer,
and three firefighters. Other officers and members shall standby with Engine 1 at the
fire station, unless otherwise directed by the chief or officer in charge. All
engaging mutual-aid shall follow the Tillamook County Mutual-Aid Plan.

5. Mutual-Aid, Incendiary - Mutual-aid shall be called to assist the local department
only upon order 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 each such
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 for as far as applicable. A
training record shall be kept for each member.

1. HAND PRACTICE: Two firemen at the tower by the hose to spray a fire
The elementary

2. LADDER PRA'
all ladders

3. RESCUE
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. **OPERATING AT RESIDENTIAL FIRES**: One session shall be based upon the department’s standard operating procedures. The training includes both instruction and practice based upon profile 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 pumps. This includes instruction in basic tactics as well as practice of hose layouts at actual locations where possible.

10. **OPERATIONS AT TARGET HAZARDES**: One session devoted to profile 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**: Current 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.

[Signature]

Virgil L. Steben, Fire Chief
Wheeler Fire Department
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 $500.00 nor more than $500.00. The imposition of one penalty for any violation shall not excuse the violation or prevent 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 enforcement 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 by any court 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 hereof 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.

[Signatures]
MAYOR
CITY RECORDER
Section 1 INTRODUCTION:

In accordance with ORS 150.100 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:

<table>
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<tr>
<th>City of Manzanita</th>
<th>Manzanita Fire Department</th>
<th>Station 11</th>
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<tr>
<td>City of Nehalem</td>
<td>Nehalem Fire Department</td>
<td>Station 13</td>
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<tr>
<td>City of Wheeler</td>
<td>Wheeler Fire Department</td>
<td>Station 16</td>
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<td>City of Rockaway Beach</td>
<td>Rockaway Fire Department</td>
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<td>City of Garibaldi</td>
<td>Garibaldi Fire Department</td>
<td>Station 31</td>
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<td>City of Bay City</td>
<td>Bay City Fire Department</td>
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<td>Station 86</td>
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<tr>
<td>Department State Forestry</td>
<td>State Forestry Protection</td>
<td>Station 91</td>
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</tbody>
</table>

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.
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.
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.
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 Marshall'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.
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.
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.
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.

[Signatures and dates]

[Signatures and dates]

[Signatures and dates]
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 GARPALDLI 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 GARPALDLI FIRE DEPARTMENT.

Joel J. Johnson, Mayor 5/14/96
City Administrator or District Board Chairman

Sandra Wines, City Secretary 5/14/96

Mike Sheehan 5/14/96
Fire Chief
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 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.

[Signature]
City Administrator or District Board Chairman

[Signature]
Secretary

[Signature]
Fire Chief

[Date]

[Date]

[Date]
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.

[Signature]
City Administrator or District Board Chairman

[Signature]
Fire Chief

[Signature]
Secretary

07-10-96
Date

07/10/96
Date
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:

[Signatures]

City Administrator or District Board Chairman

Secretary

Fire Chief

[Dates]

RECEIVED
MAY 17 1996
TILLAMOOK FIRE DISTRICT
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 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

Date

Secretary

Date

Fire Chief

Date
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 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.

[Signatures]

City Administrator or District Board Chairman

[Signature]

Secretary

[Signature]

Fire Chief

Page 7
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 condition 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

[Signature]
City Administrator or District Board Chairman

Date: 5-14-96

[Signature]
Fire Chief

Date: 5-14-96
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

[Signature]
City Administrator or District Board Chairman

[Signature]
Secretary

[Signature]
Fire Chief

11/5/96
Date

11/5/96
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, employees, 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.

Ordinance #2001-03, Page 1 of 2
Adopted by the City Council this 17th day of April, 2001 by the following vote:

CITY COUNCIL
WHEELER, OREGON

Sandy Doura
Sandy Doura, President

Lee Stine
Lee Stine, Councilor

Chuck McLaughlin, Councilor

Bill Mullen
Bill Mullen, Councilor

Juana Del Handy
Juana Del Handy, Councilor

Aye Nay Absent/Abstain

ATTEST;

Stevie S. Burden
Stevie S. Burden, Mayor

Dennis M. Lancaster, City Recorder

4/17-01
Date Signed
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

<table>
<thead>
<tr>
<th>Incident Number:</th>
<th>Dispatch Time:</th>
<th>Recall Time:</th>
<th>Date:</th>
</tr>
</thead>
</table>

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 \( e \).

<table>
<thead>
<tr>
<th>Apparatus/Type Description</th>
<th>Dispatch Time</th>
<th>Return Time</th>
<th>Total Time</th>
<th>Cost Per Hour</th>
<th>Cost Per Apparatus</th>
</tr>
</thead>
<tbody>
<tr>
<td>( a )</td>
<td>( b )</td>
<td>( c )</td>
<td>( d )</td>
<td>( e )</td>
<td></td>
</tr>
</tbody>
</table>

Total Apparatus Cost: ____________________________

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

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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-a-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).

<table>
<thead>
<tr>
<th>Firefighter Class:</th>
<th>Dispatch Time:</th>
<th>Return Time:</th>
<th>Total Time:</th>
<th>Number Used:</th>
<th>Cost Per Hour:</th>
<th>Cost Per FF Class:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Engineer</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lieutenant</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Captain</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battalion Chief</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Marshal</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Personnel Costs:

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**Part 4: Summary**

**Section 1  Direct Costs**

**Section 1.1  Apparatus Cost**

<table>
<thead>
<tr>
<th>Total Emergency Response Apparatus Cost (from part 2):</th>
<th>Total Cost $</th>
</tr>
</thead>
</table>

**Section 1.2  Personnel Cost**

<table>
<thead>
<tr>
<th>Total Emergency Response Personnel Cost (from part 3):</th>
<th>Total Cost $</th>
</tr>
</thead>
</table>

**Section 1.3  Miscellaneous Supplies & Services**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
</table>

Total Miscellaneous Supplies & Services $ |

**Section 2  Indirect Costs**

**Section 2.1  Base Availability Rate**

<table>
<thead>
<tr>
<th>Response Availability Cost</th>
<th>Hourly Rate</th>
<th>Total Hours</th>
<th>Total Cost $</th>
</tr>
</thead>
</table>

**Section 2.2  Support Service Charge**

<table>
<thead>
<tr>
<th>Support Services Cost Per Incident</th>
<th>Total Cost</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>APPARATUS</th>
<th>TYPE I</th>
<th>TYPE II</th>
<th>TYPE III</th>
<th>TYPE IV</th>
<th>TYPE V</th>
<th>TYPE VI</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENGINE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pump (GPM)</td>
<td>1000+</td>
<td>500-1000</td>
<td>120</td>
<td>70</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Tank (Gallons)</td>
<td>400</td>
<td>150</td>
<td>&gt; 300</td>
<td>≤ 750</td>
<td>500</td>
<td>200</td>
</tr>
<tr>
<td>($100/Hr)</td>
<td>($80/Hr)</td>
<td>($60/Hr)</td>
<td>($40/Hr)</td>
<td>($30/Hr)</td>
<td>($25/Hr)</td>
<td></td>
</tr>
<tr>
<td>WATER TENDER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pump (GPM)</td>
<td>300</td>
<td>200</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank (Gallons)</td>
<td>5000</td>
<td>2500</td>
<td>1600</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>($70/Hr)</td>
<td>($50/Hr)</td>
<td>($30/Hr)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRUCK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerial</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>N/A</td>
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<tr>
<td>Master Stream</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>($150/Hr)</td>
<td></td>
<td></td>
<td>($100/Hr)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQUAD PERSONNEL TRANSPORT</td>
<td>In Use Only</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>($20/Hr)</td>
<td></td>
<td></td>
<td>($25/Hr)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT VEHICLE</td>
<td>($15/Hr)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>RESCUE VEHICLE*</td>
<td>($45/Hr)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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.