



Clackamas Fire District #1

Board Meeting Briefing Packet

July 18, 2022

REVISED



Here for you

CLACKAMAS FIRE DISTRICT #1

**Board of Directors' Meeting
Monday, July 18, 2022
Meeting Location: Hybrid: Station 5/Remote Video Conferencing
5:00 pm**

REVISED AGENDA

REGULAR SESSION

- I. **CALL TO ORDER PER ORS 192.610 TO 192.690
ORS 192.650 – The meeting is being recorded.**
- II. **CHANGES TO AGENDA**
- III. **APPROVAL OF MINUTES OF THE WORK SESSION ON JUNE 7, 2022, AND
THE REGULAR BOARD MEETING ON JUNE 27, 2022 (Packet Pg. 4, Packet Pg. 13)**
- IV. **PUBLIC COMMENT (The President will call for statements from citizens regarding
District business, not to exceed three minutes per person.)**
- V. **BUSINESS – Action required**
 - B-1 Request Board Approval of Mobile Workstation Lease Agreement and
Authorize Execution of Lease Agreement Documents with Hewlett Packard
Financial Services Company – Chief Technology Officer Oscar Hicks (Packet Pg. 25)**
- VI. **OTHER BUSINESS – No action required**
 - OB-1 Board Committee/Liaison Reports**
 - OB-2 Board Informational Updates/Comments**
- VII. **INFORMATIONAL ONLY**
 - A. Division/Department Reports**
 - R-1a Office of the Fire Chief – Fire Chief Nick Browne (Packet Pg. 38)
 - R-1b Office of Strategic Services – Assistant Chief Brian Stewart
 - R-1c Office of Business Services – Division Chief Doug Whiteley
 - R-1d Office of Financial Services – Chief Financial Officer Mark Whitaker (Packet Pg. 40)



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R-1e Office of Emergency Services – Division Chief Rick Huffman

R-1f Professional Firefighters of Clackamas County Local 1159 –
Assistant Shop Steward Bruce Neelands

R-1g Volunteer Association Report – President Jerry Kearney

B. Correspondence (Packet Pg. 43)

C. Informational Items (Packet Pg. 44)

D. Next Meeting

The next Board of Directors' meeting will be on Monday, August 15, 2022, at 5:00 pm. The meeting will be hybrid with the public invited to attend by remote video conferencing.

VIII. REGULAR BOARD MEETING RECESSED

IX. EXECUTIVE SESSION CALLED TO ORDER UNDER 192.660(2)(e) TO CONDUCT DELIBERATIONS TO NEGOTIATE REAL PROPERTY TRANSACTIONS.

X. REGULAR BOARD MEETING RECONVENED

XI. ADJOURNMENT

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BOARD OF DIRECTORS' WORK SESSION MINUTES June 7, 2022

ATTENDANCE

Board of Directors: Jay Cross, Chris Hawes, Thomas Joseph, Jim Syring, and Marilyn Wall

Others present: Nick Browne, Michael Carlsen, Denny Dahlgren, Steve Deters, Mark Gayman, Heather Goodrich, Tracey Grisham, Izak Hamilton, Oscar Hicks, Rick Huffman, Ryan Kragero, Dan Mulick, Ariel Roberts, Josh Sanchez, Jonathan Scheirman, Brian Stewart, Deidre Toczyski, Stephanie Walker, Mark Whitaker, Doug Whiteley, Jared Wick, Michael Wong, Stations 5, 11, 16 – Clackamas Fire; Andrew Gordian – Local 1159; Jason McKinnon and Phil Schneider – Sandy Fire; and Chris Edmonds – Coastline Public Relations.

I. CALL TO ORDER PER ORS 192.610 TO 192.690 ORS 192.650 – The meeting is being recorded.

President Joseph called the meeting to order at 1:15 pm.

II. PUBLIC COMMENT

None.

III. FUTURE FUNDING PRESENTATION/DISCUSSION – Fire Chief Browne, Director Hawes, Assistant Chief Deters, Division Chief Mulick, Local 1159 Shop Steward Gordian, and Chris Edmonds (Coastline Public Relations)

Chief Browne explained that the Future Funding Taskforce comprised of himself, Assistant Chief (AC) Steve Deters, Director Chris Hawes, and Shop Steward Andrew Gordian. They also had meetings with Deputy Chief (DC) Dan Mulick, Chief Financial Officer (CFO) Mark Whitaker, and Chris Edmonds with Coastline Public Relations.

Chief Browne explained that CFD has had to make cuts in the organization which meant they had to decrease the internal and external services they provide. They had to make a lot of difficult decisions so that they could work within their means. CFD is going to need investors so that they can provide the level of service that the taxpayer expects.

AC Deters thanked the taskforce for all their hard work. He explained that they were focused on finding solutions. They discussed staffing the unstaffed stations, modernizing EMS, and increasing staffing, as well as other updates and improvements. He shared that Stations 12 and

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13 have been empty for a long time. The volunteers do a great job at these stations, but they remain difficult to staff.

AC Deters reiterated that CFD has had to make cuts. The Board has asked to see a plan to build back. Building back staffing is going to take time, and likely more time than customers are expecting, especially with increasing service demands.

Director Hawes explained that before they could look to the future, they had to figure out where CFD was at. Unfortunately, the District is in a tough spot. It would take time to build back. The District's reserves could also be depleted if another major incident hits like the 2020 wildfires. CFD is facing an uncertain financial future.

Director Hawes said that the taskforce looked at possible revenue streams, including a possible levy. With a levy, CFD could benefit every area in the District. They could make updates, upgrade staffing, and staff the empty stations. It would also allow the District to build capital reserves. The District needs to get on a regular purchasing rotation for replacement equipment or at some point in the future, there will be a need for another bond. This proposed levy could be used as an operational bond to fund operations and then some of the general fund could be diverted to help build the capital stream. CFO Whitaker forecasts that this could mean \$15-20 million that could be generated for the Capital Fund.

Director Hawes said they also considered what would happen if CFD did nothing. They could build back slowly as long as nothing bad happens. In 10-12 years, they would still have very little to no reserves for capital replacement. He compared it to treading water.

Director Hawes felt that the group has come up with a responsible, practical solution. He commended the group on their collaboration.

Chief Browne said that, to his knowledge, CFD hasn't had a work group that has comprised of the Board of Directors, the Local 1159, and CFD Admin. It was amazing teamwork. They determined the three focuses pretty quickly: increasing staffing, staffing the unmanned stations, and modernizing EMS. He turned over the presentation to DC Dan Mulick to dive further into those focuses.

DC Mulick said they want to improve the wall-to-wall coverage within CFD. In order to achieve this, several major components have to be met. First, they need to meet industry standards on staffing, which means four-person staffing on rigs. They recently had to move five stations from four- to three-person companies. With the possible levy, they would increase 10-12 companies to

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four-person staffing. This would greatly increase CFD's flexibility to deploy. With the increased number of firefighters, it would take less rigs to fill the basic requirements needed for an effective response force. This keeps other available rigs in their quarters and ready to respond to other incidents.

Another component of increased staffing would include staffing Station 12 (Logan) and Station 13 (Clarkes). These stations are located in CFD's most difficult to reach areas. They are looking at getting ALS coverage 24/7 in these areas.

DC Mulick continued saying that CFD needs to adapt to the ever-changing EMS system. They need to keep heavy assets available in quarters for critical calls such as fires and advanced medical calls. They have been looking at going to a lighter model in the EMS system. A car program or rescue vehicle with a two-person company could have 2500-2800 calls per year.

He shared that they are looking at a levy of \$.45 - \$.52 which would cover 58-66 full-time positions. He reiterated that in order for CFD to ensure service delivery wall-to-wall, it needs to meet staffing industry standards, to have flexibility with response models, to keep heavy assets available, and to supply staffing to CFD's rural areas.

Local 1159 Shop Steward Gordian shared that he also valued the collaboration and looks forward to continuing to work together. He highlighted that even though they will be focused on levies, the taskforce will continue to look into other sources of funding such as grants and other programs.

Chris Edmonds of Coastline Public Relations said this group was great to work with. They clearly identified some needs and proposed a solution. He is at this meeting to explain how that solution could be implemented. He shared some of his background which included involvement in Oregon politics for close to twenty years working with senators, congressmen, boards, and committees. Coastline's specialty is working with local governments pertaining to bonds and levies. He has prepared a report for CFD.

He explained that unlike other peer agencies, CFD does not have dedicated funding via an enhanced levy. He felt that CFD had three factors working against it. One is a lower assessed tax value than the comparable neighboring districts. Another is compression issues due to urban renewal. Lastly, not having an enhanced levy. He recognizes that CFD's budget is a barrier to best-practice, four-person staffing and 24/7 coverage at rural stations. Chris said that there is an opportunity to seek voter-approved funding in May of 2023.

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Chris explained that research shows that there are five rules for successfully passing revenue measures: 1) Demonstrate sufficient need, 2) Voters perceive a direct benefit, 3) Spending on essential needs, 4) Trust: strong track record and community involvement, and 5) Levy is affordable for voters. He felt it was important that CFD communicate why the budgetary challenges occurred and how an operational levy would allow them to avoid issues in the future.

He then presented on the operational needs that the taskforce covered earlier. They estimate that to cover those needs, it would take 58-66 full-time employees with a total annual cost of \$13-\$14.5 million. The required enhanced levy to fund these services is approximately \$0.45 - \$0.52 per thousand of assessed value (AV). For example, a property of assessed value of \$266,018 (District-wide median) would be approximately \$119-138.

Director Wall brought up that this is an 18.6-21.5% increase in taxes. This is a big increase.

Chris said that comparable to the rest of the Portland region, taxes are lower for a majority of the District, especially in unincorporated areas. Discussion followed regarding assessed versus market value and what these rates could mean in CFD's region in comparison to other regions/districts.

President Joseph commented that this will not be a soft sell; it will affect everybody. The District is going to need something out of the ordinary (levy) so they can deliver the service level needed.

Director Syring said he's been consulting on a project in Vermont. In that state, the jurisdiction figures out what their need is, they present a budget, and the citizens vote on it. The tax rate goes up and down every year based on need. He said that Clackamas County's tax rate used to fluctuate prior to Measure 5. They used to have the ability to ask for what they needed and had more flexibility. There was a 6% increase built in instead of a 3%.

Director Syring also brought up Crew 30 and wondered if this program continuing was contingent on this proposed levy. There has been tremendous public support for this program.

Chief Browne said the focus of this levy would strictly be for the previously mentioned focuses. The levy would provide the opportunity to support Crew 30 through the capital fund. However, the goal is to have Crew 30 be a self-funded program and Battalion Chief (BC) Brent Olson has been focused on that goal. The capital fund may help bridge the gap during any off years so that the program could continue.

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Continuing with this presentation, Chris said that his group is not telling the District what to do, and the needs and recommendations were put together by the taskforce. Coastline Public Relations are consultants that look at how the public will react. Would a request like CFD is proposing line up with the expectations and values of this community?

He presented some information on comparable districts. Tualatin Valley Fire and Rescue (TVFR) is \$0.45/\$1000 with \$1.52 permanent base. Canby Fire is \$0.45/\$1000 with \$1.55 permanent base. Marion County District 1 is \$0.59/\$1000 with \$1.90 permanent base. Chris said the primary comparable district is Marion County.

Chris then presented on the levy development process. It consists of determining operational needs/priorities, developing community engagement, the community engagement process, polling to test ballot title and confirm support, and creating the measure title, explanatory statement and referral. They encourage all their clients to do exhaustive public engagement before anything is put out to the voters. After they have received qualitative data and conducted polling to confirm support, they would then create voter pamphlets and statements and launch a broad-based communications effort.

Coastline's recommendation is to focus this levy on the basics. The District has some basic needs with staffing and meeting national best practices that most people would support. National studies show that having fully staffed crews leads to better outcomes, improved safety community-wide, and earlier responses times. He recommends that CFD build the levy around staff positions and fund other operational priorities through budgeted funds. They need to also ensure that levy rates do not exceed what is considered a minimal, affordable expense by average voters.

In order to get the public involved, Chris recommended doing open houses, qualitative online surveys, ad-hoc presentations, and Zoom presentations. One of the points that helps CFD is that firefighters are popular and no other groups poll higher than fire and emergency response. Many people feel that fire and emergency services are an absolute essential. He encouraged public engagement and inviting citizens into the fire station to see where their tax dollars go.

Chris shared a slide showing a suggested timeline for this levy's development. He explained that prior to a measure's referral, staff are allowed to be persuasive. That is the time to meet with groups and explain the needs of the District. After a measure has been formally referred to the county elections department, then communications must be reviewed and deemed neutral.

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Chief Browne thanked Chris for his presentation, the taskforce for all their hard work, and President Thomas for his support in creating the taskforce. He feels that CFD is at a crossroads. The District can stay where it's at and stay afloat, or they can become who they were meant to be as an organization. They will be able to provide the level of service that the citizens have come to expect and in a way that's safe for the crews. He fully supports and believes in the direction that the taskforce is proposing. They are seeking consensus from the Board to pursue a formal levy process that will include community engagement, public involvement, test and measure, and an ask to confirm the request. After they get that data, they would then ask the Board to refer the levy to the voters.

Director Cross asked Chris about funding personnel with the levy. Some consider that not wise because if the levy didn't pass in five years, that would mean dramatic steps backwards and loss of staff. He supports the levy, but this greatly concerns him.

Chris responded that if they look at the performance rate of fire agency levy renewals across the state of Oregon, it's quite high. The argument could work both ways; it's not just the fire agency that would lose personnel, the community would too. Typically, he sees fire levy renewals passing in the 70 to mid-80s range. They are some of the strongest performing ballot measures they'll find. On the rare occasion that a levy doesn't pass, districts normally have a chance to engage the community and bring up the ballot measure again before it has any budgetary impacts.

Director Cross appreciated all the data he's been shown and thinks that data needs to be in the messaging to the public.

Director Hawes explained that he's fiscally conservative and doesn't like asking for more money. He would ask his fellow Board members, if not this, then what? The other choice would be to go with the status quo and hope for the best. He does not see another alternative. His priorities are to first do what's best for the community, and secondly what's best for the organization.

Director Syring said he agreed with Chris. Although they just went through a tough budget process and are currently balanced, the District is not saving any funds for the future. There are still two stations that are unstaffed. These rural areas need to be served. The District is okay, but they have the ability to move forward. He trusts Director Hawes, the staff, the taskforce, and the consultant. They did a great job showing the need. He understands that there is still a range being discussed with the levy. He advised not to go forward with the lower possibility; it needs to be what is needed. In the past, they didn't ask for enough in bonds and they ran out of money. He

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checked on the recent elections in May, every fire department in the state passed what they were seeking.

Director Wall believes that the District needs to do something. She isn't sure if the numbers and needs they've shown are correct. They are confusing equity with equality. Equality is everybody needs to have the same, regardless of what they need. Equity is giving what they need. Every station has different needs. Does every station need to be staffed 24/7 with four people? Chief Browne noted that they do want to staff Station 12 and 13 24/7, but they haven't said it has to be four personnel. Director Wall respects Director Hawes and the taskforce and all the work they've done. She would be in favor of moving this forward to the next step, but she would like to see the numbers refined. She will be interested to see if the public is in favor of it. She has serious concerns over raising the taxes that go to the Fire District 18-20%.

Chief Browne explained that much of the data they have provided so far, has been at a higher level for the sake of this meeting. This recommendation was brought forward based on data and response needs. All the concerns that the board members brought up, have also been discussed by the taskforce. There is risk and fear connected to having personnel on a levy, especially when they project out how many people will also be retiring. They understand the potential hardship that this could be on investors. This levy is going to be a bridge so that CFD can deliver the level of service expected, until the AV improves.

Director Cross said that Chief Browne has shown him a great level of data backing up the needs that they are attempting to fill. There is ample, objective data available to support this ask.

Shop Steward Gordian that they stand for the safety that this levy will bring. They will be 100% collaborative on this endeavor, and they will put their full strength behind the ballot measure. Their members are fully behind this. If this collaboration continues, it will only further strengthen the relationship between the District and the Local.

President Joseph shared that this Board has a goal of inclusivity and he's proud of the collaboration that they've had with the Local 1159. The Board is not afraid to be transparent. He was impressed with the taskforce they formed. When he first came on the Board and wanted to speak with the Local, some had told him that they couldn't talk to him because he was on the Board. They have gone from that situation and progressed to working together on a taskforce and having a representative from the Local at the Board meetings.

Director Syring said that Station 12 used to be a District 54 station and Station 13 was a Clarkes Fire District station. Pre-mergers, these stations were fully staffed with career personnel. During

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the Estacada merger election, CFD was heavily criticized for merging and then not career staffing those stations.

Director Hawes commended Shop Steward Gordian on his work in this taskforce with his superiors.

Chief Browne explained that he doesn't need a vote, but a verbal consensus to move forward with the levy process. President Joseph said, from what he heard, Chief Browne has the support from all five board members.

Director Syring agreed with Director Wall and is looking forward to seeing more data and details behind the request.

CFO Whitaker said that a lot of his analysis and data were in the presentation. He agreed with Director Syring in that they shouldn't under-ask for the levy so that they don't run out of money for what they need.

AC Deters said that part of leadership is taking people places that they don't want to go. They've been able to avoid this position for many years, but now they are in it. He agrees with the Board members comments and concerns. He knows that they have the data to address some of their concerns and that will be shared in the near future.

Director Cross said that as they move forward, they all need to make sure they have the same message.

Chief Browne agreed and that part of the plan is creating that message.

AC Stewart agreed with the beginning sentiments of in order to know where you are going, you need to know where you are at. This also means an understanding of who they are and how they've gotten to where they are. They've grown from many smaller organizations to a larger entity. There is a lot of complexity from where they've been, and they need to be able to boil that down to a conversation that's consistent whether it's with a board member, staff member, or a member of the Local 1159.

IV. ADJOURNMENT

The meeting was adjourned at 2:46 pm.

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Minutes recorded by Executive Assistant Ariel Roberts and prepared by Administrative Technician Jessamyn Ode.

President Thomas Joseph

Secretary James Syring

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REGULAR BOARD OF DIRECTORS' MEETING MINUTES June 27, 2022

ATTENDANCE

Board of Directors: Present: Jay Cross, Chris Hawes, Thomas Joseph, and Marilyn Wall

Absent: Jim Syring

Others present: Nick Browne, Matt Amos, Bill Bischoff, Steve Deters, Heather Goodrich, Izak Hamilton, Shelby Hopkins, Rick Huffman, Jerry Kearney, Dan Mulick, Trish Noble, Shawn Olson, Ariel Roberts, Brian Stewart, Mark Whitaker, Doug Whiteley, Matt Wiken, Michael Wong, and Stations 16, 22 – Clackamas Fire; Andrew Gordian – Local 1159; Genoa Ingram – Court Street Consulting; and Jeff Griffin – Wilson-Heirgood Associates.

Other community members and citizens were in attendance. The full video conferencing attendance can be provided upon request.

I. CALL TO ORDER PER ORS 192.610 TO 192.690 ORS 192.650 – The meeting is being recorded.

President Joseph called the meeting to order at 5:05 pm.

II. CHANGES TO THE AGENDA

Chief Browne said he would like to add item B-7 to the agenda. A CFD personnel is looking for the Board to grant them a one-year leave of absence.

III. APPROVAL OF MINUTES OF THE BUDGET COMMITTEE MEETING ON MAY 10, 2022, AND THE REGULAR BOARD MEETING ON MAY 16, 2022.

Director Wall had a change to the Regular Board Meeting Minutes from May 16, 2022. When discussing the Fire Chief's evaluation, it said that the Board would do a 360-degree review in the future. She would like it to read that the Board would "consider" a 360-degree evaluation in the future.

Director Wall made a motion and Director Cross seconded to approve the minutes as corrected. All directors present voted yes. Motion passed.

IV. PUBLIC COMMENT

None.

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V. SUPPLEMENTAL BUDGET HEARING

B-1 Request Board Approval of Resolution 22-02 – Adopting and Appropriating Supplemental Budget for Fiscal 2021-22 – Chief Financial Officer Mark Whitaker

Chief Financial Officer (CFO) Whitaker explained that they are requesting supplemental changes to the FY 2021-2022 budget. It will recognize the decrease in property tax revenue for the General Fund. On the expenditures side, they are requesting to transfer some funds from contingency to cover potential overages. This is just precautionary. This would also create the Grants Fund. The funding already received for the apprenticeship program would get moved into that fund.

Director Cross asked if it was required that these types of requests are brought before the Board. CFO Whitaker replied that yes, Board approval was required as the expenditure level was increased since the original budget. Board approval is also needed to establish a new fund.

Director Wall asked for clarification regarding the memo and what was noted about operational replacement. CFO Whitaker clarified that in the adopted phase of the budget, operational replacement was at \$4.8 million. In the first revised budget, it was adjusted to about \$6.3 million. He expects to finish the year with \$6.9 million.

Director Wall asked why Business Services and Emergency Services are still overspending. CFO Whitaker said that the transfer from contingency gives them some cushion for potential unknown expenditures. He does not anticipate needing it. These divisions were also underbudgeted to begin with.

Director Wall moved and Director Hawes seconded to approve Resolution 22-02 – Adopting and Appropriating Supplemental Budget for Fiscal 2021-22. All directors present voted yes. Motion passed.

VI. BUDGET HEARING

B-2 Request Board Approval of Resolution 22-03 – Adopting the Budget, Making Appropriations, and Levying Taxes for Fiscal 2022-23 – Chief Financial Officer Mark Whitaker

CFO Whitaker explained that he was requesting that the Board adopt the budget. The budget was not changed from what was approved by the Budget Committee. This sets the permanent tax rate and the bond rate.

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Director Hawes moved and Director Wall seconded to approve Resolution 22-03 – Adopting the Budget, Making Appropriations, and Levying Taxes for Fiscal 2022-23. All directors present voted yes. Motion passed.

VII. PRESENTATION – ANNUAL WORKERS’ COMPENSATION RENEWAL - Agent of Record Jeff Griffin from Wilson-Heirgood Associates

Jeff explained that he’ll be going over the different options for worker’s compensation. He then went on to explain how the rates are determined, and how the District’s Experience Rating Modifier (ERM) affects rates. The District’s modifier is under 1, which is considered excellent. Most fire districts are at 1 or above. He did caution that since the District’s rate is so low, even small losses will affect that rate going forward.

He proceeded to present on the two options for Worker’s Compensation insurance – SAIF and Benchmark. He showed the history of dividends with SAIF. Dividends are not guaranteed, but still a major consideration.

Jeff said that he’s been meeting with SAIF on CFD’s behalf and on behalf of the fire service. SAIF’s concern was presumption of cancer. However, with the annual physicals, cancers are being caught earlier resulting in better success of treatments. Three years ago, the presumption of post-traumatic stress was added. This is a presumption that has all the insurance companies very concerned. This is something he and his associates are watching closely.

Jeff recommended that the District stay with SAIF.

Director Wall noted that in his report there was a significant difference between incurred loss and loss paid. Does that mean the District is not paying their losses? Jeff explained that the District is paying the losses. Some of the incurred is in reserves or incurred but not reported yet.

Director Wall also noted that there are \$1.5 million of outside sales people in payroll. Why are there so many? She thought they would have been categorized as inside clerical as they are a lower rate. Jeff explained that inside clerical is someone that primarily works at a desk. Outside sales is a splinter class that covers people who do management work outside in the field. This would apply to fire marshals, public education personnel, and management that are rarely at a fire scene.

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Director Wall also noted that under vessels it shows zero. She knows that CFD has a boat. Jeff explained that that is a placeholder and that this relates to the Jones Act which involves navigable water. Jeff said he'd investigate it further.

VIII. BUSINESS – Action required

B-3 Request Board Approval of Workers' Compensation Renewal – Human Capital Manager Trish Noble

Human Capital Manager Noble said that per the recommendation from Wilson-Heirgood Associates, she also recommended staying with SAIF. She continues to be pleased with SAIF and, although the dividends are not guaranteed, historically it has been generous and impacted the budget significantly. The bid from Benchmark is getting closer, however, their dividend is dependent upon a loss ratio and SAIF's dividend is not.

Director Hawes made a motion and Director Cross seconded to approve the workers' compensation renewal. All directors present voted yes. Motion passed.

B-4 Request Board Approval of Intergovernmental Agreement (IGA) with Aurora Fire District for Fleet Services – Fleet Manager Bill Bischoff

Fleet Manager Bischoff explained that this is another fleet maintenance intergovernmental agreement. It will add another \$45,000 to CFD's revenues.

Director Wall noted that in the agreement it states that Aurora Fire will pay for any training needed to work on their equipment. Fleet Manager Bischoff explained that regardless of the brand, fire trucks are all pretty much the same. That part of the agreement was included because CFD doesn't have any ARFF (Aircraft Rescue and Fire Fighting apparatus) units. It's likely that that rig will get replaced, but on the off chance any training is needed, they included that section in the agreement.

Director Wall read part of the agreement which notes that, CFD "is authorized to complete any service under \$5,000 unless specific limits are established for the work ..." She thought that the agreement was for 296 hours, no matter what. Fleet Manager Bischoff explained that if Aurora Fire has an engine blow up, he's not going start repairing it without their permission. They are in constant contact with every IGA, but this is there for that specific repair.

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Director Hawes wondered about the \$44,604 annual cost and what that included. Fleet Manager Bischoff explained that the \$44,604 is for labor and overhead, which includes his time, the administrative technician's time, the logistics parts person's time, and half of the fleet supervisor's time. All parts that need to be purchased and outside labor is billed out each month, in addition to the monthly invoice.

Director Hawes made a motion and Director Cross seconded to approve the IGA with Aurora Fire District for fleet services. All directors present voted yes. Motion passed.

B-5 Request Board Approval of Ambulance Transport Billing Contract – Finance Manager Michael Wong

Finance Manager Wong explained that they are requesting approval to enter into a contract with a new ambulance billing vendor, Systems Design West (SDW). CFD has been contracted with EF Recovery for the past five years. CFD recently conducted a formal Request for Proposal (RFP) process which concluded on June 2. They received four proposals with two not meeting the minimum requirement of three years of Oregon experience. Cost changes will be minimal. SDW charges \$23 per billable transport, and the rate will be locked in for five years.

Director Wall asked what the transfer costs will be for open accounts. Finance Manager Wong said that it's a \$15 surcharge for each account that needs to be transferred over. He didn't have an exact number of how many accounts there were.

Director Wall asked if it was in the range of 100 accounts or 1000 accounts because there is a significant cost difference. Finance Manager Wong will research that question and get back to the Board.

Director Cross asked what the anticipated revenue for transport is. CFO Whitaker anticipated it would be \$1.2 million. He explained that they were looking for a new vendor to increase the collection rate so that amount could be higher.

Director Wall asked what the current collection rate was. CFO Whitaker and Finance Manager Wong weren't sure, but they would research it and get back to the Board.

Director Hawes made a motion and Director Wall seconded for the Board to approve the ambulance transport billing contract. All directors present voted yes. Motion passed.

B-6 Request Board Approval of Financial Audit Contract – Chief Financial Officer Mark Whitaker

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CFO Whitaker explained that he is requesting Board approval to enter into a contract for auditing services from SingerLewak. CFD has been with the current auditor for six years, and best practice recommends changing auditors at least every five years. CFD held a formal RFP and received zero responses despite significant outreach. He said that many auditors are at capacity and there is a labor shortage in the market. Finance Manager Wong called local firms and received two proposals. CFO Whitaker anticipates that SingerLewak will provide a substantial increase in the level of service, communication, and thoroughness. It is a significant increase over what CFD has paid in recent years, but it gets CFD back to the market rate and an increased service level.

Director Wall asked if the reason CFD received no proposals is because all the auditors already have enough business. CFO Whitaker explained that the RFP went out late and many auditors had already locked in their clients for the upcoming year and were at capacity. SingerLewak was able to fit CFD in, but they will be last in line. CFO Whitaker expected that his goal of getting the audit done early in the year may not happen for next year.

Director Wall asked if they were local since it shows they are out of California. CFO Whitaker said they have been operating out of Salem, Oregon, for a number of years and were acquired by a national firm.

Director Hawes noted that one of the local firms has gone into consulting and there were several businesses that had to scramble and find other auditing services this year.

Director Cross made a motion and Director Wall seconded for the Board to approve the financial audit contract with SingerLewak. All directors present voted yes. Motion passed.

B-7 Request Board Approval of a One-Year Leave of Absence for a CFD Employee

Chief Browne explained that a member of CFD personnel is requesting a one-year leave of absence starting August 1, 2022.

Director Wall said that this matter was discussed in Executive Session.

Director Wall moved and Director Hawes seconded to deny the request. All directors present voted yes. Motion passed to deny the request.

IX. OTHER BUSINESS

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OB-1 Annual Fire Chief Evaluation – Director Marilyn Wall

Director Wall explained that the Board completed an online questionnaire and Executive Assistant Roberts organized that data. The Board went over the responses in an Executive Session with Chief Browne earlier that day.

She shared that the Board uniformly is very pleased with his performance and his leadership. He has faced significant challenges during his first year. He faced those problems, came up with solutions, and although not all are fixed, he has moved the District forward in a direction that the Board approves of. He has displayed significant focus and integrity.

Director Hawes said that Chief Browne has assembled a team of strong leaders that support him and each other. They work toward CFD's best interest at all times, and it's been impressive to watch.

Director Cross agreed. Chief Browne and his team are doing a phenomenal job. The Board knows that Chief Browne is speaking for the whole team, and everyone has stepped up and made incredible movement forward. He thanked everyone for all their hard work.

President Joseph noted that Chief Browne not only consults and works with his team, but also with the Board. He believes it's a strong leader that can disassociate himself from seeing them as just "the bosses" and as people he can ask questions. He feels that Chief Browne is a true leader who is not afraid to make decisions; he does what is best for the organization and the team.

Chief Browne thanked the Board for their comments. He knows that normally the review is done only in Executive Session. He wanted the process to be transparent and open and he appreciated the Board's willingness to do that. He thanked his team for all their hard work and dedication; the team would not have been able to weather the storm without them.

President Joseph said that in all his years on the Board, the Fire Chief's review has always been in Executive Session. Chief Browne wanted this to be public so they created a new process so it could be transparent and open with the community. This also demonstrates Chief Browne's fearlessness.

OB-2 Legislative Update – Lobbyist Genoa Ingram

Genoa said that Legislative Days will be September 21-23. On August 31, the long-awaited revenue forecast will be discussed.

Clackamas Fire District #1



In June, the House Interim Committee on Veterans and Emergency Management received a wildfire update for 2022. They learned that the drought conditions were more pronounced in May of 2022 compared to 2021. While it's been a damp year, the accumulation of rain has been minimal. The areas of concern started in June with Central and Southern Oregon. In July and August, it will expand to Southeast and Southwest Oregon. Senate Bill 762 has allowed the Department of Forestry and the Oregon State Fire Marshal's Office to upstaff and preposition resources. It has also provided advanced detection, such as the funding of smoke detection cameras. There is some concern that since it's perceived to be a wet year, that people will become complacent.

She attended the recognition of long-term CFD volunteer firefighter Dale Miller. He was awarded Volunteer Firefighter of the Year Award in 2020 and, due to COVID, was not presented with the award until this year. In conversations with the CFD volunteers, Genoa commented that they have complete trust and confidence in the Board and Chief Browne.

OB-3 Board Committee/Liaison Reports

Executive Committee – President Joseph/Director Wall

Director Wall reported that they met on June 16 and discussed the leave of absence request. Chief Browne also laid out his priorities for the 2022-2023 fiscal year which included the levy and creating policy and document efficiencies.

Foundation Liaison – Director Cross

Director Cross reported that the Foundation discussed that the donations from the wildfire fund established in 2020 have been exhausted.

The Foundation discussed at length whether to start having meetings again in person or a hybrid model. For right now, they will be continuing to do only virtual meetings.

Interagency Committee – President Joseph/Director Syring

President Joseph said they had an interagency meeting with Gladstone Fire and asked Assistant Chief (AC) Stewart to share a summary. AC Stewart explained it was the first joint oversight meeting for this IGA. They discussed the station transition and the plan for CFD's community involvement.

President Joseph shared that he thought it was a productive meeting that set out clear ground rules.

Clackamas Fire District #1



OB-4 Board Informational Updates/Comments

Director Wall shared that she attended the Oak Lodge Community Planning Organization meeting where Deputy Fire Marshal (DFM) Kari Shanklin presented. Director Wall thought she did an outstanding job covering backyard burning, the Gladstone IGA, woodchipper grants, call volume, fireworks, and more. She represented the District very well.

Director Hawes shared the background of United States Marine Private First-Class Forest Prescott. Recently his remains were identified, and he has no living relatives. He shared the burial information and encouraged people to attend.

X. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief – Fire Chief Nick Browne

Chief Browne said he was very impressed with all the hard work that went into the Gladstone Fire transition. He also commended Division Chief (DC) Whiteley, DFM Shanklin, and the Community Services team on getting back into the community for events. At the Touch-a-Truck event in Oregon City, DFM Shanklin handed out over 600 kids fire helmets and shared safety information.

Chief Browne said some of CFD's leadership attended the Oregon Fire Chief's Association (OFCA) conference, which was the first one held in person since the pandemic.

R-1b Office of Strategic Services – Assistant Chief Brian Stewart

AC Stewart shared the firefighter mental health was a big focus of the OFCA conference. Several key groups were discussing how this can be addressed statewide.

He gave kudos to everyone in the District that was part of the Gladstone Fire transition. At 7:49am on June 1, they had their first call, and it went smoothly. Captain Bauer, DC Carlsen, and Chief Rick Huffman put in considerable time and did a fantastic job.

AC Stewart reported that Chief Technology Officer (CTO) Hicks attended the State Cyber Security and Digital Technologies Conference. Through some past connections, CTO Hicks is working to strengthen CFD's cybersecurity defenses. They continue to work on the mobility option for the platforms.

AC Stewart announced that the Gladstone Fire Chief Rick Huffman is now CFD's Division Chief of Emergency Services, as well as overseeing the Facilities Department.

Clackamas Fire District #1



Chief Browne commended AC Stewart on being elected as a director for the OFCA.

R-1c Office of Business Services – Assistant Chief Steve Deters

AC Deters shared that at the Fire Marshal's Office, fireworks stand inspections have begun and there were two large displays planned for the 4th of July. On July 1, the plan reviews fees will begin.

The Health & Safety Division conducted fitness testing on 125 people in six days.

Community Services participated in several events for Wildfire Preparedness Month. They also did some fire sprinkler awareness which was funded by a grant. Community Services members participated in a Career Fair at Clackamas Community College sharing information about career opportunities and the apprenticeship program.

Human Capital has been doing a lot of work in the apprenticeship program. They held a special Civil Service meeting. Open Enrollment for benefits was wrapping up for this year.

R-1d Office of Financial Services – Chief Financial Officer Mark Whitaker

CFO Whitaker shared that he hoped to have preliminary fiscal year end numbers for the Board at the next meeting. The Finance Services team is busy processing invoices and closing purchase orders in anticipation of fiscal year end. He shared that it's now been one year since he joined the District and he appreciated everyone's support.

President Joseph thanked him for all his hard work and contributions.

R-1e Office of Emergency Services – Division Chief Dan Mulick

DC Mulick commended everyone who was involved with the Gladstone Fire transition. The extensive pre-planning resulted in exceptional execution. It's a busy company with multiple days with 17 calls a day. Captain Bauer is immersed in the community. There was a luncheon with the City of Gladstone, and he was humbled by the support from the community.

He shared that Oregon State Fire Marshal (OSFM) awarded CFD a \$35,000 grant to help out with wildfire staffing for this year. It's already been utilized and it's a great benefit to the District.

DC Mulick reported that two weeks prior, there was flooding in the District. He gave kudos to Station 19 on their lifesaving work. He shared details from an incident near Bonnie Lure State Recreation Area where two lives were saved.

Clackamas Fire District #1



Ten lateral entry firefighters are graduating from academy on July 7 and will soon join the line. He encouraged everyone to attend the graduation.

He shared that the Technical Rescue Team is putting on a confined space rescue certification drill at the Training Center. This in-depth class is held about every two years and helps with Urban Search and Rescue certifications. Advanced extrication training was given to five companies by Chris Mills, a retired TV&R firefighter.

DC Mulick announced that Captain Matt Wiken will be promoted to a line Battalion Chief in July. He also shared that Lieutenant Brian Baker retired after 31 years of service and will be greatly missed.

R-1f Professional Firefighters of Clackamas County Local 1159 – Shop Steward Andrew Gordian

Shop Steward Gordian congratulated Brian Baker on his retirement.

The Local 1159 sent four members to Las Vegas for peer support training. They are working towards a Local 1159 peer support team which could deploy locally, statewide, or nationally. They are working with Health and Safety Chief Heather Goodrich to integrate members from the CFD peer support program for those IAFF deployments.

Chief Browne commended the Local 1159 on their strong work with the peer support program.

R-1g Volunteer Association Report – President Jerry Kearney

President Kearney shared that he was no longer the Interim President but has officially been elected as the President. The other elections were as follows: Kenton Johnson as Vice President, Steve Emerson as Secretary, Jason Elliot as Treasurer, and Jack Tanz as Sergeant at Arms.

He shared some background on Dale Miller, who they previously recognized at this meeting as receiving the Volunteer Firefighter of the Year Award for 2020.

He reported on station coverage and drills for May.

One of the members asked President Kearney to thank the Board and FMO for the Sparky mascot headgear with the fans inside. It was really appreciated.

B. Correspondence

Clackamas Fire District #1



Noted.

C. Informational Items

Noted.

D. Next Meeting

The next Board of Directors' meeting will be on Monday, July 18, 2022, at 5:00 pm. The meeting will be hybrid with the public invited to attend by remote video conferencing.

XI. ADJOURNMENT

The regular Board of Directors' meeting adjourned at 6:34 pm.

Minutes recorded by Executive Assistant Ariel Roberts and prepared by Administrative Technician Jessamyn Ode.

President Thomas Joseph

Secretary James Syring

Clackamas Fire District #1

Memo

TO: Board of Directors
FROM: Chief Technology Officer Oscar Hicks
CC: Fire Chief Nick Browne and Assistant Chief Brian Stewart
DATE: June 12, 2022
RE: Mobile Workstation Lease Agreement

Action Requested

Requesting Board of Directors to authorize the Board Secretary and the Fire Chief to execute the lease agreement documents (attached) with Hewlett Packard Financial Services Company.

Background

The daily mission of the fire district requires reliable and stable computing platforms. Our current workstation environment consists of various desktop and mobile computers. To address the change in the use of technology and provide continuity of operations (e.g., COVID, ice storms), the District needs to complete its migration to an interoperable, mobile, and reliable technology environment.

Our current system is comprised of repurposed and dated systems from Clackamas County, purchases with District funds, and laptops and MDCs purchased through the CARES Act. The aged county-provided and district purchased systems experience greater service issues than contemporary systems (district and CARES Act funded). This combination creates end-user frustrations, disrupts response communications, delays staff work, and requires excessive maintenance and repair.

Technology Services completed a needs analysis with internal stakeholders and the District’s managed service provider, Technology Integration Group (TIG), and developed a comprehensive solution of products and service. Technology Services and TIG worked negotiated with vendors and received three quotes. The presented lease is best value option based on the number of workstations being procured, the term (four years), and on the option of a \$1 buyout of the workstations at the end of the lease.

The proposed lease brings the District up to the needed technology environment through:

- Procuring 40 laptops, 50 MDCs, and accessories.
- Improving mission reliability by placing spare MDCs at each station. These will be dual purpose with their routine use being the officer’s computer.
- Reducing the number of types of products that IT services.

- Decreasing the need for an additional FTE by leveraging repair services as part of the agreement.
- Providing flexibility in worksites (e.g., different stations, emergency operations center, remote).

Known Facts

Policy Implications

None

Budget Implications

This is funded in the adopted budget.

Potential Issues

There are no known issues with implementing the requested action.

Business Lease Agreement

Hewlett-Packard Financial Services Company ("Lessor") 200 Connell Drive, Berkeley Heights, NJ 07922

Lease Agreement Number: 413219597800001

LESSEE (full legal name): Clackamas County Fire District 1	VENDOR NAME: Technology Integration Group
LESSEE BILLING ADDRESS: 16170 SE 130th Ave, Clackamas, OR, 97015	EQUIPMENT LOCATION: To Be Provided By the Customer
CONTACT DETAILS: Telephone: _____ Email: _____ Tax ID Number: _____	
END OF LEASE CONTACT DETAILS: Name: _____ Email Address: _____ Telephone Number: _____	
Term: 48 Months Period: Annual Payable: Advance Advance Lease Payment: \$N/A Tax on Advance Lease Payment (if applicable) \$N/A Periodic Lease Payment: \$51,660.67 Annual in Advance Tax on Periodic Lease Payment (if applicable): N/A Documentation Fee: \$N/A Total First Payment: \$51,660.67 End-of-Term Option: TEIS	
The payment of any Advance Lease Payment reflected herein shall be a condition to Lessor's agreement to this Lease and may include either or both of the following: (a) applicable taxes, and/or (b) any other "Down Payment" (defined herein below). "Down Payment" shall mean such amount determined by Lessor required upon the execution of this Lease and shall be credited against the original cost of the Equipment leased under this Lease. (The Total First Payment shall include any Advance Lease Payment, the first Periodic Lease Payment, any applicable taxes, and the Documentation Fee.) Pricing Expiration Date: September 30, 2022	

LESSEE REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS LEASE ON BEHALF OF LESSEE BY THE FOLLOWING SIGNATORY HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE.

LESSEE: Clackamas County Fire District 1 By: _____ Printed Name: _____ Date: _____ Title: _____	ACCEPTED BY HEWLETT-PACKARD FINANCIAL SERVICES COMPANY: By: _____ Printed Name: _____ Date: _____ Title: _____
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Equipment information See Partner Sales Quote #083028 for Detailed Equipment Description			
Product Name	Unit Price	Quantity	Total Price
Refer to the TIG Quote Attached			\$192,770.90

ACCEPTANCE CERTIFICATE - To: Hewlett-Packard Financial Services. Lessee hereby acknowledges that the Equipment described in this Agreement has been delivered to the Equipment Location specified above, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under this Lease as of the Acceptance Date set forth below.

CUSTOMER: Clackamas County Fire District 1 Signed by: _____
Title: _____ Printed name: _____ Date: _____

Authorization Agreement for Direct Payments (ACH Debits)
 As a condition to Lessor entering into this Lease, Lessee hereby enters into this Authorization Agreement for Direct Payments. By executing this Authorization Agreement for Direct Payments, the undersigned hereby authorizes Lessor and its assignees to initiate debit entries to the account identified below ("Account") at the Depository Financial Institution identified below ("DFI") and debit the same to the Account for: X (a) the Total First Payment required under the Lease Agreement; and X (b) any periodic lease payments and any other applicable payments of taxes and/or other fees payable by Lessee to Lessor according to and under this Lease. The undersigned further represents and warrants that: (a) the undersigned is a duly authorized representative of Lessee, (b) the Account is a business account and is not an account used for personal or household purposes, and (c) if the Account is closed for any reason whatsoever, that Lessee will enter into a new Authorization Agreement for Direct Payments with respect to a replacement account within five (5) business days of the closing of the Account identified herein.

Name of DFI	DFI's Routing Number (9 digits only)
City	Account number
State	Branch
Zip	

This authorization will remain in full force and effect until Lessee provides Lessor with written notification of Lessee's termination of this Authorization Agreement for Direct Payments in such time and in such manner as to afford Lessor and DFI a reasonable opportunity to act upon such termination.

Signature of Duly Authorized Representative of Lessee	Date
-------------------------------------------------------	------

Important Notification about ACH Debits: Lessor will automatically debit the Account for periodic applicable payments as set forth above. Lessor will invoice Lessee directly until the ACH debits are implemented as to this Lease Agreement. Lessee must remit all invoices received from Lessor by their respective due date. Lessee will continue to receive invoices from Lessor that will be labeled as "For Notification Purposes Only. We will automatically draft your account for the amount(s) described above once ACH debits are implemented. ***Please attach voided check to this authorization***

1. Purpose. This lease (this "Lease") refers throughout to Lessee as "you" or "your" and to Lessor as "we", "us" or "our". In consideration of our purchase of the equipment described above (the "Equipment"), you hereby lease the Equipment from us for your business purposes only subject to all terms and conditions of this Lease. You acknowledge that you selected the vendor identified above (the "Vendor") and all the Equipment without our assistance. You warrant to us that you have received, reviewed and approved your vendor's written supply contract covering the equipment terms of sale and warranties. You hereby authorize us to purchase the equipment in reliance solely upon your statements herein. By your signature above, you shall be deemed to have irrevocably accepted the equipment 10 business days after shipment of the equipment to you unless we receive your written rejection prior to the end of the 10-day period. However, you agree to execute and deliver to us the Acceptance Certificate above upon our request. "Acceptance Date" means the first business day following the expiration of such 10-day period or such other date set forth in any delivery and acceptance certificate requested by us. The term of this lease shall begin on the Acceptance Date.

2. Payments. You agree that this Lease is a non-cancellable net lease so you will pay all costs, fees, taxes (e.g. property, sales and use taxes) or other charges connected with the Lease and the Equipment, as well as all costs for insurance, repairs, maintenance, shipping, and filing fees. Lease payments shall commence on the Acceptance Date and are due in advance or arrears each monthly or quarterly period ("Period") during the Lease term on the monthly or quarterly anniversary of the Acceptance Date, all as specified above. You agree to pay a one-time documentation fee in the amount specified above with the first Lease payment to cover account-setup costs.

If you do not elect to either purchase the Equipment, renew the Lease or return the Equipment by the end of the Lease term in accordance with the terms of Section 4, or you fail to comply with your obligations arising from the election, you will continue to pay the original Lease payments for any full or partial Period that you keep the Equipment. This Lease is intended to be a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code (in effect in any applicable jurisdiction, the "UCC"). If this Lease is ever deemed by a court of competent jurisdiction or by the express intention of the parties to be a lease intended for security then to secure payment and performance of your obligations under this Lease you hereby grant us a purchase money security interest in the Equipment and in all attachments, accessories, additions, products, replacements, and proceeds (including insurance proceeds) to and of the Equipment. You hereby authorize us to file a financing statement to give public notice of (a) our ownership of the Equipment and (b) in the case of a Lease intended for security, our security interest in the Equipment. You hereby authorize us to modify any Lease payment by up to ten percent (10%) if the actual cost of the Equipment at acceptance varies from the original estimate and to complete or modify any Equipment description above or any related document to accurately describe the Equipment actually accepted by you.

3. Equipment. EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. You can only make any claim relating to the Equipment against the Vendor or manufacturer, and you waive any such claim against us. We hereby assign any Equipment warranties during the Lease term for your exercise at your expense. **WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. YOU AGREE TO MAKE PAYMENTS TO US WHEN DUE, UNCONDITIONALLY, WITHOUT ABATEMENT OR OFFSET FOR ANY CAUSE AND REGARDLESS OF ANY PROBLEMS WITH THE EQUIPMENT, VENDOR, OR US AND YOU WAIVE ANY CLAIM OR DEFENSE TO ANY LEASE PAYMENT.** You shall indemnify us, our employees, officers, directors, agents and assignees from and against all claims, actions, costs, damages and judgments arising out of or in connection with any matter involving this Agreement and the Equipment. You agree not to move the Equipment or to transfer, sell, sublease, or encumber either the Equipment or any rights under this Lease without our prior written consent. We may freely assign our rights and interests under this Lease without notice to you or your consent. You agree that our assignee will have the same rights and remedies as we do and that our assignee's rights will not be subject to any claims or defenses you may have against us. You and any guarantor hereby authorize us to share information about you and any guarantor (including personally identifiable information) with our assignees, potential assignees, the Vendor and other third parties providing services to us. We own the Equipment and, unless you have selected a \$1.00 End of Term Purchase Option, we retain all benefits of ownership and you agree not to take any position inconsistent with our ownership. You are solely responsible for the installation, operation, and maintenance of the Equipment, will keep it in good condition, will use it in compliance with applicable law, and will not attach it to building fixtures. You bear all risk of loss or damage to or from the Equipment arising prior to its return to us and will have it duly insured against all risk of loss and damage up to the greater of its replacement value or the Stipulated Loss Value (as defined below) and against public liability for bodily injury or damage to property arising in connection with the Equipment. You will provide to us a certificate showing that you have such insurance coverages, naming us as loss payee. Upon the occurrence of any loss or irreparable damage to the Equipment ("Casualty Loss"), you agree to immediately (a) replace the affected Equipment with equipment of equivalent or better value and supplied by a manufacturer acceptable to us or (b) pay us an amount ("Stipulated Loss Value") which is the sum of (i) all arrears in Lease payments as of the date of payment of the Stipulated Loss Value, if any (ii) all Lease payments payable from the date of payment of the Stipulated Loss Value up until expiry of the term (discounted at a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us (the "Discount Rate"), compounded monthly) and (iii) an amount calculated by multiplying the Equipment Total Cost with the applicable percentage specified in the next sentence. The applicable percentage will be 40% for Equipment having an initial Term of less than 24 months; 35% for Equipment having an initial Term of 24 months or greater, but less than 36 months; and 30% for Equipment having an initial Term of 36 months or greater.

You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

You are familiar with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other analogous anti-corruption legislation in other jurisdictions in which you conduct business or which otherwise apply to you, and with related regulations (collectively the "Anti-Corruption Laws"). You shall not in connection with this Lease: (i) make any improper payment or transfer anything of value, offer, promise or give a financial or other advantage or request to, or agree to receive or accept a financial or other advantage from, either directly or indirectly, any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage; or (ii) take any action which would cause us to be in violation of any Anti-Corruption Laws. You shall promptly notify us if you become aware of any violation of the representations and covenants set forth in this paragraph.

4. End of Term Options. If you have fully complied with this Lease, you may choose one of the following options upon the expiration of the applicable term on an "all or none" basis provided you give us not less than ninety (90) days prior written notice: (i) purchase the Equipment for the Purchase Price (as defined below) on an "as-is, where-is" basis, without any representations or warranties, (ii) renew the Lease at the fair market rental value for an arm's length transaction as determined by us, or (iii) return the Equipment, at your expense, to a location designated by us on or before the last day of the Lease term. "Purchase Price" means (a) if you have selected a FMV End of Term Purchase Option, an amount equal to the fair market value of the Equipment in an arm's length transaction as determined by us (plus all applicable taxes), or (b) if you have selected a 10% End of Term Purchase Option, an amount equal to ten percent (10%) of the original Equipment cost (plus all applicable taxes), or (c) if you have selected a \$1.00 End of Term Purchase Option an amount equal to one dollar (\$1.00) (plus all applicable taxes). For any Equipment to be returned to us, the Equipment must be in the same condition as when delivered to you, reasonable wear and tear excepted, and you agree to (a) remove any identifying marks on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment in accordance with the manufacturer's

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guidelines. All Equipment returned to us, including any memory, drives or other integrated components, parts or accessories, must be authentic manufacturer equipment configured only in compliance with that manufacturer's specifications and recommendations, and which is not counterfeit, trade mark infringing, stolen, leaked, fraudulent or otherwise unlawful. You shall return to us all copies of any operating system software that you received with the Equipment.

5. Default. If you do not pay or perform any obligation under this Lease within 10 days of when such payment or performance is due, or you or any guarantor die, become insolvent or unable to pay debts when due; stop doing business as a going concern; merge, consolidate, transfer all or substantially all of your assets; make an assignment for the benefit of creditors, file bankruptcy, appoint a trustee or receiver or undergo a material adverse change in your financial or operating condition, we can do any or all of the following: (1) accelerate without notice all payments provided for in this Lease (discounted at the Discount Rate), (2) immediately repossess the Equipment or (absent Equipment repossession or return) claim a further amount equal to Stipulated Loss Value from you, (3) collect all costs of collection, including any bad check charges and reasonable attorneys' fees, (4) collect lost tax benefits and all unpaid amounts due hereunder, (5) sell or relet the Equipment, and (6) exercise all other remedies available to us. If we do not receive any payment when due, you will pay a one-time late charge on any overdue payment equal to the greater of \$.10 per dollar for each late payment, or \$15 (to compensate for the cost and expense of collecting and processing the late payment), plus a charge of 1 1/2% of the late payment for every month after the first month in which the payment is late (for damages including our inability to reinvest the late amount), but in any case, never to exceed more than the maximum charge allowed by law. Your payments may be applied, as we elect, first to the oldest amount due. Our action or failure to act on any one remedy shall not constitute an election of such as our sole remedy. Any provision of this Lease is severable if unenforceable. Any action or claim by you against us shall be commenced within one year after the cause of action arises or be forever barred.

6. Miscellaneous.

6.1 You agree to sign such other documents and take such other actions as we may require to accomplish the intent and purpose of this Lease. All of your representations, warranties and obligations hereunder shall survive the termination of this Lease. All notices, demands and other communications required to be given under this Lease shall be in writing and shall be deemed to have been given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service.

6.2 TIME IS OF THE ESSENCE. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF NEW JERSEY AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS THEREOF. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY JURISDICTION. YOU WAIVE ANY STATUTORY PROVISIONS WHICH CONFLICT WITH THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO UCC ARTICLE 2A SECTION 303 AND SECTIONS 508 THROUGH 522. You acknowledge that neither any Vendor nor any Equipment salesperson is an agent of ours nor are they authorized to waive or alter the terms of this Lease. Their representations in no way affect any of our rights and obligations as herein set forth.

6.3 We may initiate signature to this Lease or other related agreements by electronic means through DocuSign, Adobe or any other commercial electronic signature provider (any such document, an "Electronic Document") to an electronic mail address that you have identified to us. If we first send and we and/or you thereafter sign an Electronic Document then you agree that: (1) the Electronic Document will be enforceable in accordance with its terms; (2) the Electronic Document will be deemed to be (i) a "writing" or "in writing" and (ii) an "original" when printed from our electronic files or records established and maintained in the normal course of business; (3) neither party will contest the validity or enforceability of the Electronic Document; (4) the Electronic Document will be admissible as evidence in any judicial proceeding the same as if it was an ink-signed document; (5) each party will use commercially reasonable security measures to protect and record signatures to and delivery of Electronic Documents only by identifiable authorized persons; and (6) each party will be responsible for (i) any unauthorized access to or processing of Electronic Documents within its own organization and (ii) the failure of its security measures. If you do not wish to sign an Electronic Document electronically, you may notify us in writing and thereafter we will not use Electronic Documents with you as stated.

6.4 You acknowledge that certain personal information may be communicated to us in the course of the performance of the Lease and will be used by us to administer our rights and obligations under the Lease and any other agreement entered into between you and us. You confirm that you have obtained any requisite consent to the disclosure and processing of such information by us for that purpose. All such personal data will be processed in accordance with the Hewlett Packard Enterprise privacy policy in force from time to time (available at www.hpe.com). You authorize us to share information related to this Lease with our affiliates for any reason and any third party as necessary to fulfill our obligations under this Lease.

6.5 If the Equipment includes software and the relevant licensor has authorized us to make the software available for your use under this Lease, you assign to us all of your right, title and interest in the relevant software license agreement (the "License"). Such assignment is an assignment of rights only and you will remain subject to all obligations and liabilities under the License except for the obligation to pay for the License after your execution and delivery of all documentation necessary to establish your acceptance of the software. At the end of the term of this Lease and provided you are not in default we will assign all rights, title and interest in the License back to you.

6.6 By signing a copy of this Lease where required above (either on paper or electronically) and providing the deposit account information required above, you are agreeing to all of the terms and conditions of this Lease, each of which is hereby incorporated by reference into this Business Lease Agreement. This Lease shall become effective upon our acceptance hereof but we will have no obligation to purchase the Equipment until you have accepted it as set forth above.

Guaranty

GUARANTY (upon request). In consideration of this Lease, you (the "Guarantor") absolutely, irrevocably and unconditionally guarantee to us the full and prompt payment, observance and performance when due of all obligations of Lessee (the "Guaranteed Obligations"). You waive (i) diligence, presentment, demand for payment, protest or notice of any default under this Lease, (ii) notice of waivers or indulgences given to you or Lessee, and any extensions, renewals or amendments to this Lease, and (iii) all defenses, offsets and counterclaims against us, any right to the benefit of any security or statute of limitations, and any requirement that we proceed first against Lessee or any collateral security. Until the Guaranteed Obligations have been paid and performed in full, you will not have any right of subrogation. Guarantor shall pay all costs of enforcement and collection including attorneys' fees. **THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF NEW JERSEY. GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN NEW JERSEY. THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

Name: _____ Signed by: N/A

Address: _____

Soc. Sec #: N/A

¹Authorized to do business in the name of Hewlett-Packard Financial Services Company Inc. in Alabama and New York

«TableEnd:PPG»

INCUMBENCY CERTIFICATE
(Business Lease Agreement)

I, the undersigned, being the duly appointed and acting Secretary or Clerk of **Clackamas County Fire District 1** ("Lessee"), **DO HEREBY CERTIFY** that (i) I have custody of the records of Lessee; and (ii) based on an examination of such records of Lessee as of the date set forth below, the following persons in the respective capacities indicated opposite their names have been authorized to execute, with full authority to bind the Lessee, the Business Lease Agreement between Lessee and Hewlett-Packard Financial Services Company as lessor ("Agreement"), and all other agreements, documents, and instruments executed and delivered and to be executed and delivered in connection therewith, including without limitation, the Agreement and Acceptance Certificates (as such terms are defined in the Agreement; collectively referred to as the "Documents"); and (iii) the signature set forth opposite such individual's name and title/office is the true and authentic signature of that individual, (iv) each such individual has (and had on the date each such individual affixed his or her signature to the Lease) the authority to enter into the Lease on behalf of the Lessee.

<u>Name</u>	<u>Title/Office</u>	<u>Signature</u>
Nick Browne	Fire Chief	

On behalf of Lessee, I hereby certify the due and effective ratification, approval, and confirmation of all such acts and things that any of the above-referenced persons has done or may do in connection with the matters outlined above prior or subsequent to the date of this Certificate. I do further certify that the foregoing authority shall remain in full force and effect, and Hewlett-Packard Financial Services Company shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been delivered to Hewlett-Packard Financial Services Company, but no such modification, rescission or revocation shall, in any event, be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Hewlett-Packard Financial Services Company of said written notice of said modification, rescission or revocation. The execution and delivery of the Documents for and on behalf of Lessee is not prohibited or in any manner restricted by any law, ordinance or regulation.

IN WITNESS WHEREOF, I have duly executed this Incumbency Certificate and affixed Lessee's seal hereto this _____ day of _____, 20__.

SEAL

**Secretary/Clerk or duly elected or appointed and acting officer (or duly authorized designee of such officer) of
Clackamas County Fire District 1**

Signature: _____

Print Name: _____

Title: _____

[PLEASE NOTE: THE GENERAL PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE INDIVIDUALS TO SIGN THE LEASE DOCUMENTS. CONSEQUENTLY, THE PERSON PROVIDING THE AUTHORIZATION CANNOT HIM OR HERSELF BE ONE OF THE SIGNERS OF THE LEASE DOCUMENTS. – I.E. CANNOT AUTHORIZE HIM OR HERSELF].

STATE AND LOCAL GOVERNMENT ADDENDUM ("ADDENDUM") TO BUSINESS
LEASE AGREEMENT NO. 413219597800001 DATED July 1, 2022, BETWEEN
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY AND Clackamas County Fire District 1
AND ANY AND ALL SCHEDULES AND EXHIBITS THERETO (TOGETHER, THE "LEASE")

The parties to the above-captioned Lease hereby agree that the following provisions shall be incorporated into the Lease and made a part thereof. Capitalized or other terms defined in the Lease and used in this Addendum shall have the meanings ascribed to them in the Lease unless otherwise expressly defined herein.

NONAPPROPRIATION. Notwithstanding anything contained in this Lease to the contrary, in the event that sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available from other legally available sources in any fiscal period as noted below ("Fiscal Period") for the Lease payments and other amounts due under the Lease, the Lease shall terminate on the last day of your Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to you of any kind whatsoever, except as to the portions of payments due under the Lease or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. You will immediately notify us or our assignee of the occurrence of nonappropriation. In the event of such termination, you shall, at your sole expense and risk, immediately return the Equipment to us. Upon return, the Equipment must be in the same condition as when you first received it (excepting only reasonable wear and tear) and include all original parts, attachments and accessories. If requested, you agree to execute and deliver to us all documents we reasonably request to evidence the transfer of legal and beneficial title to such Equipment to us, if applicable, and to evidence the termination of your interest in such Equipment. We will have all legal and equitable rights and remedies to take possession of the Equipment. At our request, you shall promptly provide supplemental documentation as to such nonappropriation satisfactory to us. Our exercise of rights pursuant to this Addendum shall not affect the survival of any indemnity and other provisions (other than the obligation to make the payments due under the Lease through the end of the then current Fiscal Period), which survive the termination of the Lease.

LESSEE WARRANTIES. You represent, warrant and covenant to us with respect to the Lease that: (a) you are an agency or department of, or a political subdivision of the state in which you are located; (b) you have the power and authority to enter into the Lease; (c) since the date of your most recent annual financial statement, there has been no material adverse change in your financial condition, or the level of assessment or collection of taxes by you; (d) the Equipment is essential to your immediate performance of a governmental or proprietary function within the scope of your authority and will be used during the Initial Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Initial Term of the Lease; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment; (g) there has been no material change in the budget for your current Fiscal Period since its adoption and such budget was prepared in accordance with generally accepted accounting principles in the United States in effect at that time; (h) your obligations to make the scheduled Lease payments and any other amounts due under the Lease constitute your current expense and not debt under applicable state law; and (i) no provision of the Lease constitutes a pledge of your taxes or general revenues.

TAX REPRESENTATIONS AND COVENANTS AND TAX PAYMENTS. (a) Lessee represents, covenants and warrants that: (i) Lessee is a political subdivision or agency or department of the State in which Lessee is located; (ii) a portion of the Installments is interest based on the total Financed Items cost as shown on the Agreement and such interest portion of the Installments shall be excluded from Lessor's gross income pursuant to Section 103 of the Code; (iii) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (iv) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Agreement to be an arbitrage bond within the meaning of Section 148(a) of the Code; (v) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Agreement to be a private activity bond within the meaning of Section 141(a) of the Code; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Installments payments to be or become includable in gross income for federal income taxation purposes under the Code; (vii) Lessee will be the only entity to own, use and operate the Financed Items during the term of the financing; (viii) Lessee have never failed to appropriate funds for payment of any amount due pursuant to a lease purchase agreement, a conditional sales agreement or any similar type of obligation; and (ix) Lessee is not and has never been in default under any bond, note, lease purchase agreement or other type of financial obligation to which Lessee has been a party.

(b) This Agreement has been entered into on the basis that Lessor or any Assignee of Lessor shall claim that the interest paid hereunder is exempt from federal income tax under Section 103(a) of the Code. Upon a breach by Lessee of any of Lessee's representations, warranties and covenants in Subsection (a) above and as a result thereof, the United States Government disallows, eliminates, reduces, recaptures, or disqualifies, in whole or in part, any benefits of such exemption, Lessee shall then pay to Lessor, at Lessor's election, either: (i) supplemental payment(s) to Lessor during the remaining period of the term(s) in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Agreement) the same rate of return that we would have realized had there not been a loss or disallowance of such

benefits, together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance; or (ii) a lump sum payable upon demand to Lessor which shall be equal to the amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Agreement) the same rate of return that we would have realized had there not been a loss or disallowance of such benefits together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance.

CHOICE OF LAW. THIS LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF THE EQUIPMENT LOCATION.

SELF-INSURANCE. Upon our prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, you may self-insure with respect to the risks described in the Lease, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect to such insurance risk.

INDEMNITY. The various indemnifications granted by you in the Lease shall be limited to the extent required by your applicable state law.

GUARANTY. All terms and conditions in the Lease relating to a guarantor or to a guaranty shall not apply to you or to your Lease.

PAYMENT IN ARREARS. All regularly scheduled Lease payments due by you under the Lease shall be payable in arrears.

DEPOSIT ACCOUNT INFORMATION. You shall not be required to provide to us your deposit account information; we shall not initiate debit entries to your checking account as described in the Lease.

Your Fiscal Period is a twelve month period ending on _____.

Except as specifically modified herein, all provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized representatives as of the date first set forth above.

LESSEE: Clackamas County Fire District 1

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Financial Services Proposal

Prepared for: CLACKAMAS COUNTY FIRE DISTRICT, OR.

Submitted: June 24, 2022

Create financial vitality. Any tech. Anytime. Anywhere.

Do more with your budget. Accelerate your migration. With technology changing every day, leasing provides you with the flexibility you need to meet your ongoing business needs, as well as being a cost effective way to use operating capital and preserve bank credit lines. The following payment alternatives are available from HP Financial Services.

True Lease – Fair Market Value

Operating Leases are used by a majority of commercial and private sector entities to procure technology and other equipment that depreciates rapidly. This structure acts more like a rental of the equipment versus loan with intent to own. Under this structure the Lessor holds Title to the equipment and can take depreciation benefits as the owner of the equipment. **It is also important to note that under this structure sale and property tax exemptions may not pass through to the Lessor and under the terms of the Agreement the Lessee would be responsible for the reimbursement of such charges.**

Under an Operating Lease, base payments are typically lower then compared to a like term Tax Exempt Purchase structure. Following the base term, the Lessee has several options; 1) the equipment may be returned without penalty; 2) the lease term may be re-negotiated and extended; 3) the equipment may be purchased at its then Fair Market Value; or 4) the Lessee may continue to make monthly payments beyond the original term until they are ready to exercise one of the three previously listed options. **FMV pricing does not include return shipping costs to Andover, MA.**

Equipment Cash Price	\$ 192,770.90
Purchase Option	Fair Market Value
Lease Term	36 months
Payments:	\$ 61,483.09 – annual advanced payments
Lease Term	48 months
Payments:	\$ 50,536.05 – annual advanced payments

Tax Exempt Installment Sale (\$1 Buyout)

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal would decline as each Lease Payment was made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor would file a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

Product cost	\$ 192,770.90
Purchase Option	TEIS
Lease Term	48 months
Payments:	\$ 51,660.49 – annual advanced payments
Rate:	4.84%

With approved credit. Pricing is valid only if product is delivered and accepted by August 29, 2022. Rates are subject to change after pricing expiration date. TEIS pricing is only valid for 100% public accounts only.

We appreciate the opportunity to provide you with this proposal. Please call me if you have any questions, or if I can be of further help.

Sincerely,

Ezra Shepard
HPE Financial Services
Public Sector Sales
Desk: 970-898-4052
Cell: 505-235-4772
Fax: 866-251-2418
ezra.shepard@hpe.com

Confidentiality: This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee to any third party.

Basis of Proposal: This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPEFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPEFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPEFS at any time.

Either party may terminate discussions and negotiations regarding a possible transaction at any time, without cause and without any liability whatsoever.

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Clackamas County Fire District 1		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
16170 SE 130th Ave		3	
6 City, town, or post office, state, and ZIP code Clackamas, OR, 97015		7 Date of issue	
8 Name of issue Lease Agreement Number 413219597800001		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	192,770 90
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶		18	
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>		
b If bonds are BANs, check only box 19b	<input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
21	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
		\$ 192,770.90	\$	4 years	4.84 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative ▶ _____	Date ▶ _____	Type or print name and title ▶ _____		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ _____	Firm's EIN ▶ _____			
	Firm's address ▶ _____	Phone no. ▶ _____			

FIRE CHIEF'S REPORT

June 2022



Oregon City Library's Touch-a-Truck event



Chief Browne, AC Stewart, & Happy Valley Police Chief Sheldon at the Valley Public House ALS



Crew 30 at the 2nd Alarm Brush Fire in Sandy
Photo Courtesy of Sandy Fire District

Highlights

- Received \$35,000 grant from OSFM for wildfire staffing. This allows Ops to hire back overtime firefighters as needed (e.g., red flag days).
- Chiefs Browne and Stewart got dunked at the Valley Public House ALS Fundraiser.
- Ambulance Service Area consultants met with stakeholder groups including the Fire Defense Board and county EMS chiefs.
- The City of Gladstone selected the contractor for the Station 22 remodel. Planned completion is Sept. 27.
- Staff and crews participated in the Oregon City Library's Touch-a-Truck event in support of their summer reading program.
- The two new OSHA permanent rules - Heat Illness Prevention and Protection from Wildfire Smoke - were implemented in the organization through District-wide trainings, Safety & Health Directives, new communication processes, and District specific processes.
- Statewide Wildland Urban Interface risk assessment map is up and running through Oregon Department of Forestry.
- 50 Firework inspections were completed before the 4th of July.

Notable Events/Calls

- On June 28th, crews responded to a 2nd Alarm Brush Fire in Sandy with units from Clackamas Fire, Sandy Fire, USFS, and ODF. Crew 30 was instrumental in containing the incident and proved to be a valuable resource to the area. Due to the presence of Crew 30, an additional alarm was not needed which kept much needed resources available in their response areas.
- The fire wrapped up a busy week by Crew 30, who the day before, were notified of a missing person near Harriet Lake. The Crew conducted a grid search for the missing person and was able to find them within a few hours in good health.
- Engine 322 in Gladstone dispatched on its first call at 7:49 a.m. on June 1st.

FIRE CHIEF'S REPORT

June 2022

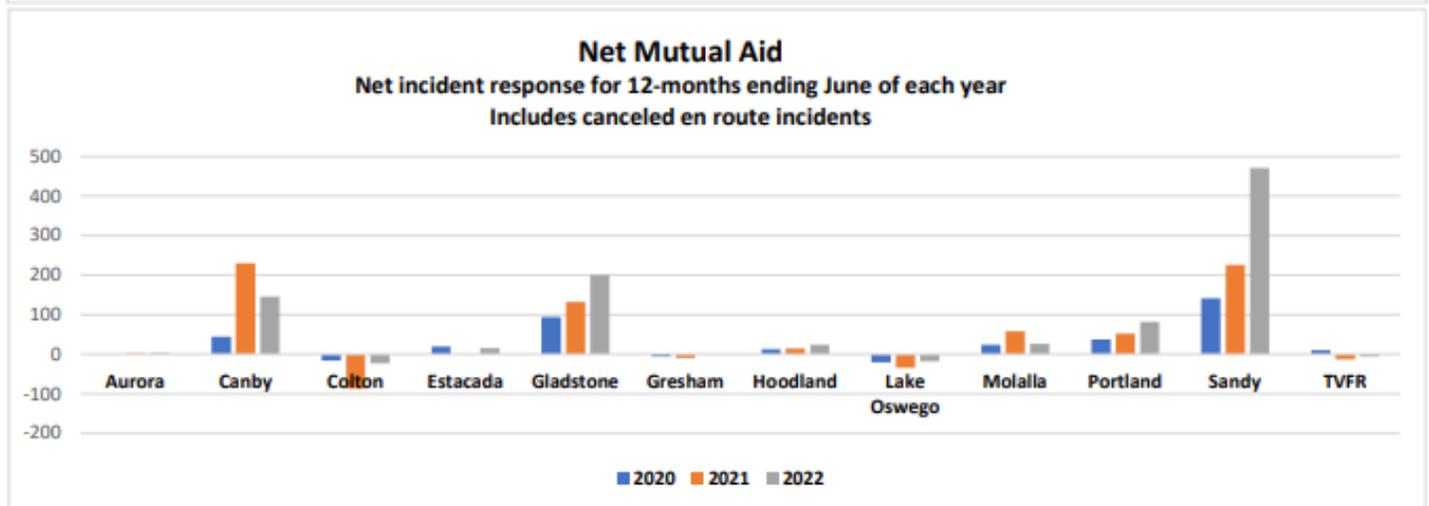
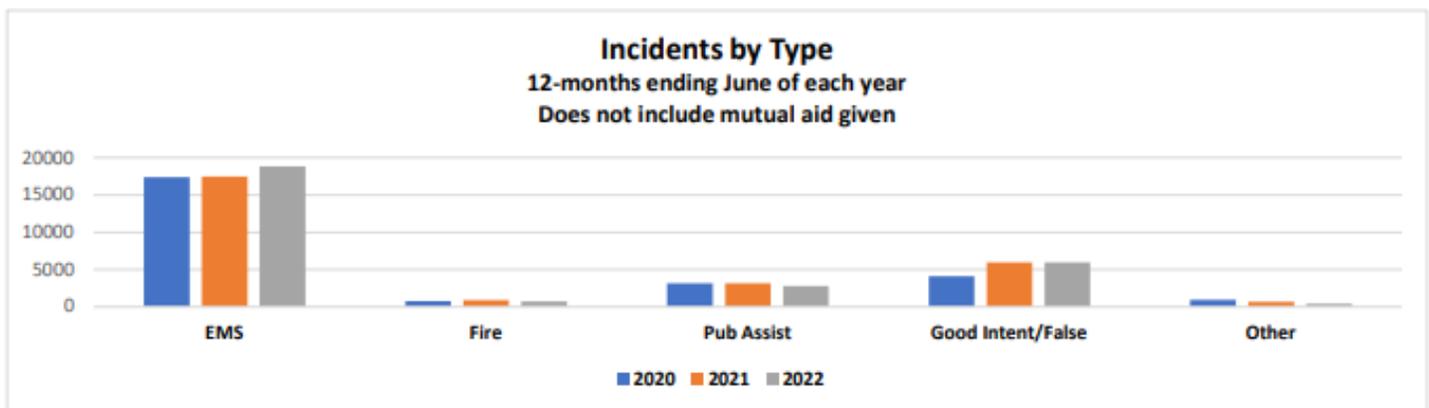
Organizational Data

Staffing

	Response	Risk Reduction	Staff	Suppression Volunteers	Support Volunteers
Allocated	238	12	55		
Filled	238	11	54	24	18
Academy	10	0		0	0

Volunteers

Training		Community Involvement		Duty Shifts	Station 12	Station 13	Station 21	Support
# of Drills	6	# of Events	0	Nights	26/30	3/30	15/30	12/30



Average Company Time Committed	
Time: 276 hours and 45 minutes	Percent of Month: 39.26%
Includes Preparation and Response: Incidents, Apparatus/Equipment Checks, Physical Fitness, Training	

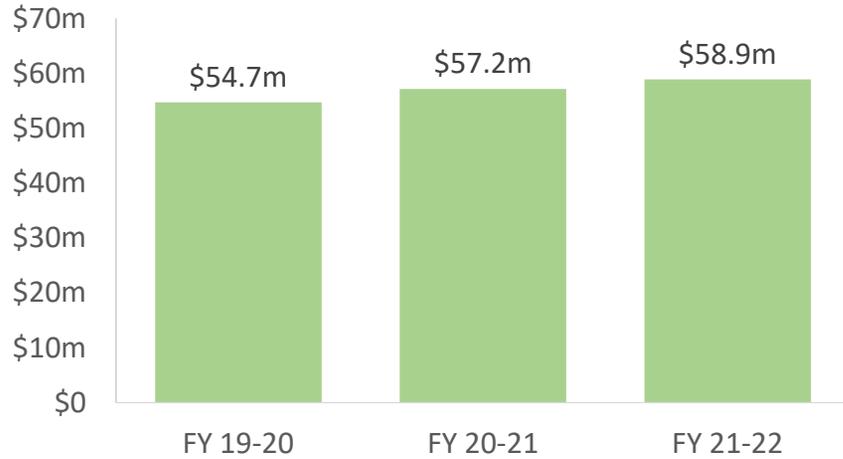


FINANCIAL REPORT

Period Ending June 30, 2022

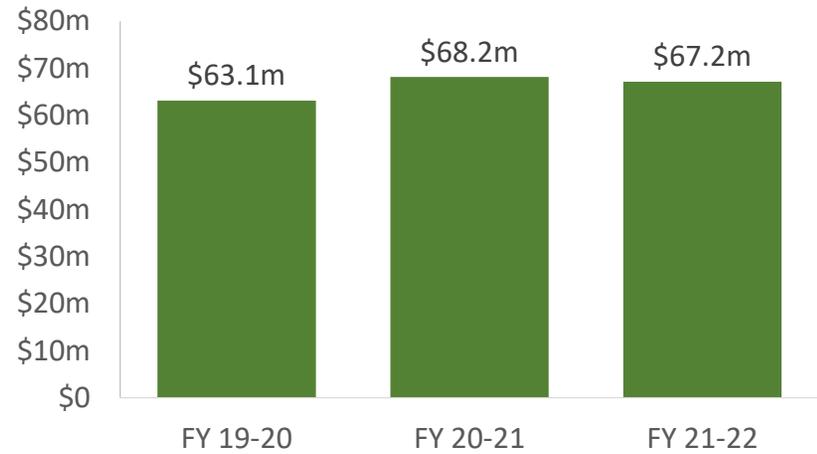
General Fund Property Tax Revenues

Through June



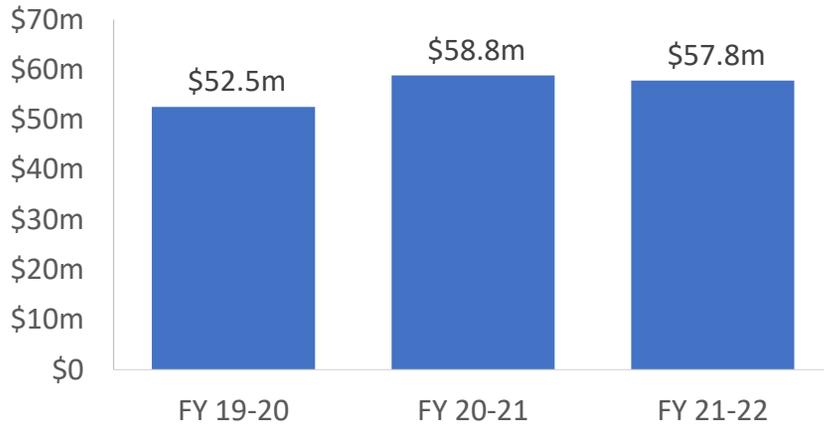
General Fund Total Revenue

Through June



General Fund Salary & Benefits

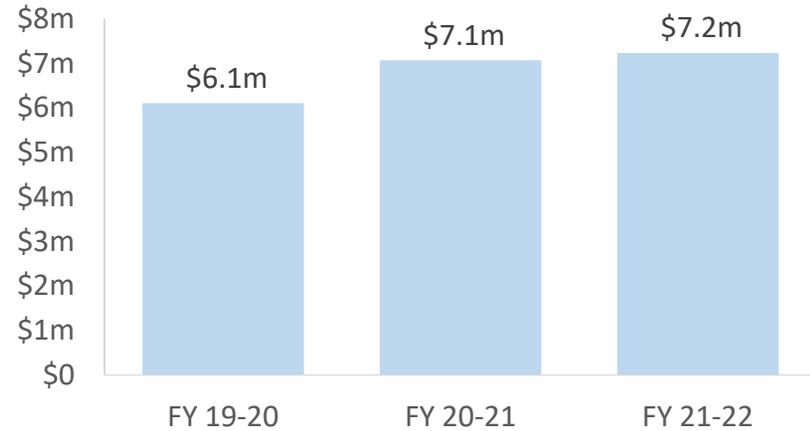
Through June



97.5% of FY budget spent

General Fund Overtime

Through June



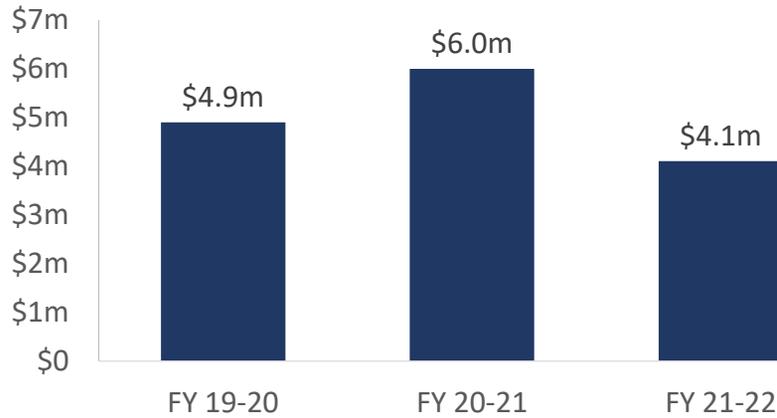
98.3% of FY budget spent



FINANCIAL REPORT

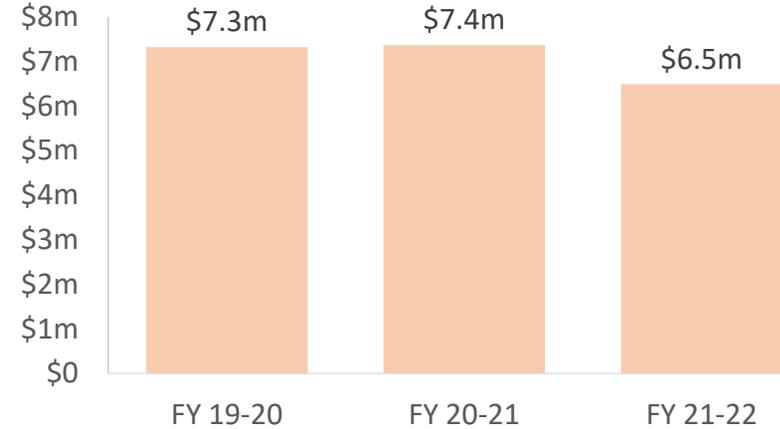
Period Ending June 30, 2022

General Fund Health Claim Expenses
Through June



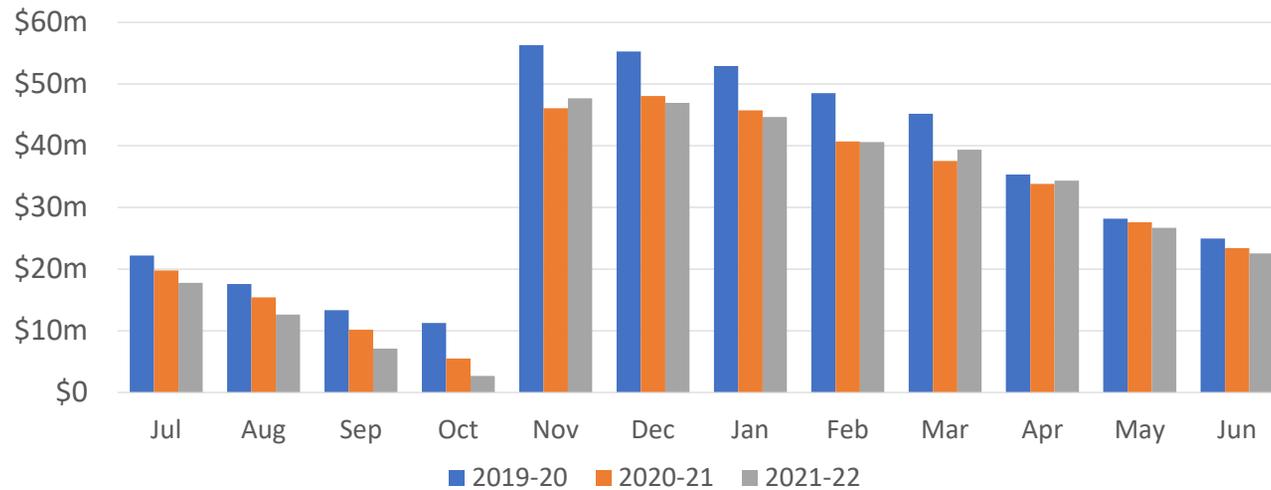
87.9% of FY budget spent

General Fund Materials and Services
Through June



93.4% of FY budget spent

Month-End Cash Balance, All Funds





10 - GENERAL FUND

Budget to Actual Report for Period Ending
June 30, 2022 (Estimated)

Clackamas Fire District #1

	Original Budget	Revised Budget	Actual YTD	% of Revised Budget
Beginning Fund Balance	\$18,505,460	\$18,069,786	\$18,069,786	100.0%
<i>Revenues</i>				
Current Year Property Taxes	\$59,647,923	\$58,547,923	\$58,247,351	99.5%
Prior Year Property Taxes	720,000	630,000	625,840	99.3%
Interest	200,000	200,000	120,812	60.4%
Charges for Services	2,736,850	4,287,850	4,320,071	100.8%
Grant Revenue	200,000	2,200,000	2,144,553	97.5%
Other Revenue	1,279,355	1,854,355	1,660,221	89.5%
Transfers In	44,000	49,375	49,375	100.0%
Total Revenues	\$64,828,128	\$67,769,503	\$67,168,223	99.1%
Total Available Resources	\$83,333,588	\$85,839,289	\$85,238,009	99.3%
<i>Expenditures</i>				
Fire Chief's Office	\$1,518,270	\$1,154,088	\$1,031,833	89.4%
Emergency Services	\$45,895,569	\$48,668,186	\$47,932,475	98.5%
Business Services	\$16,094,895	\$16,400,635	\$16,002,936	97.6%
Debt Service	\$2,075,504	\$2,075,504	\$2,075,504	100.0%
Transfers Out	\$628,104	\$2,628,104	\$2,628,104	100.0%
Contingency	\$2,587,718	\$1,654,918	\$0	-
Total Expenditures	\$68,800,060	\$72,581,435	\$69,670,852	96.0%

CORRESPONDENCE

C-1 Social Media Comments

Social Media Comments

Thankful crews involved in the community, June 3:

[Redacted]
So happy to see the crews back out with kiddos! 🥰🥰🥰❤️❤️
👍

Thankful for Crew 30's participation in various training, June 7:

[Redacted]
Thank you everyone for all you do to help keep our communities protected and for saving lives.
God bless you all. ❤️🙏
👍

💎 Top fan
[Redacted]
thank you for your thoroughness.
👍

Thankful for crews' participation in the Touch-a-Truck event, June 28:

[Redacted]
Thank you so much my two littles were so excited to see the fire truck and be able to sit in it.
Like Reply Hide 1w
👍

[Redacted]
Thank you all!! Our kiddos had a blast as well! Everyone was so nice and the kids had a blast! ❤️❤️❤️

[Redacted]
You guys were so amazing, thank you for taking your time to really engage the kids. You all are the talk of my house now ❤️



INFORMATIONAL ITEMS

- I – 1 Flash Alert, July 1, 2022: “Successful Search In Shellrock Lake Area For Missing Camper”.

SUCCESSFUL SEARCH IN SHELLROCK LAKE AREA FOR MISSING CAMPER

News Release from **Clackamas Fire Dist. #1**

Posted on FlashAlert: July 1st, 2022 2:25 PM

Downloadable file: [Crew 30 search_003](#)

Downloadable file: [Crew 30 search_002](#)

Downloadable file: [Crew 30 search_001](#)

Clackamas Fire's 23-person hand crew, Crew 30, conducted a search-and-rescue operation to locate a missing camper at the Shellrock Lake Trailhead in the Mt. Hood National Forest.

At around 11:45 a.m. on Monday, June 27, 2022, a 66-year-old man left his campsite at Shellrock Lake to use the restroom. Once the missing camper's son noticed his father had not returned and was not answering his shouts, he left the campsite in search of help. The son approached Crew 30, near Lake Harriet, working in the field at 12:20 p.m. The Crew 30 supervisor and a short squad followed the son up to the Shellrock Lake Trailhead and hiked into the campground with Basic Life Support, a backboard, and excess water. The short squad reached their campsite at 1:05 p.m. and began conducting a grid search on the eastern side of the lake, away from the campsite. After being initially unsuccessful on their search, the Crew 30 supervisor had the remainder of the crew en route to the Shellrock Lake campsite to join in the search efforts.

At 1:54 p.m., Crew 30 made contact to Columbia Dispatch to request search-and-rescue with air support and Advanced Life Support. Once the remaining Crew 30 arrived, they began another grid search along the southwest to northwest edge of Shellrock Lake. At 2:08 p.m., nearby adjoining crew supervisor from Devils Ridge copied communications and was en route from Ripplebrook Campground area to join the search efforts. Crew 30 completed the western grid search at 2:40 p.m.

Shortly after at 2:45 p.m., the Devils Ridge supervisor made contact that the missing camper had been located on the edge of Forest Road 5830, about three miles southeast of the Shellrock Lake Trailhead, and was in good health.

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