



Clackamas Fire District #1

Board Meeting Briefing Packet

September 19, 2022



Here for you

CLACKAMAS FIRE DISTRICT #1

**Board of Directors' Meeting
September 19, 2022
Meeting Location: Hybrid: Station 5/Remote Video Conferencing
5:00 pm**

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 REGULAR BOARD MEETING ON
AUGUST 15, 2022, AND THE JOINT WORK SESSION ON AUGUST 22, 2022.
(Packet Pg. 4 & Packet Pg. 10)**
- IV. PUBLIC COMMENT** *(The President will call for statements from citizens regarding
District business, not to exceed three minutes per person.)*
- V. PRESIDENT THOMAS JOSEPH'S REMARKS**
- VI. ELECTION OF BOARD OFFICERS – President Joseph**
- VII. PRESENTATION – FIRE PREVENTION MONTH – Fire Marshal Shawn Olson**
- VIII. BUSINESS – Action required**
 - B-1 Request Board Approval of Proclamation 22-01 – To Designate the Month of
October 2022 as Fire Prevention Month – Fire Marshal Shawn Olson (Packet Pg. 16)**
 - B-2 Request Board Approval of VoIP System Vendor – (Packet Pg. 18)
Chief Technology Officer Oscar Hicks**
 - B-3 Request Board Approval of Resolution 22-04 for Tax Anticipation Note -
Chief Financial Officer Mark Whitaker (Packet Pg. 33)**
- IX. OTHER BUSINESS – No action required**
 - OB-1 Review and First Reading of Board Policy Manual –
Assistant Chief Brian Stewart (Packet Pg. 37)**



Here for you

CLACKAMAS FIRE DISTRICT #1

OB-2 Board Committee/Liaison Reports

Executive Committee – President Joseph/Director Wall

OB-3 Board Informational Updates/Comments

X. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief – Fire Chief Nick Browne **(Packet Pg. 131)**

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

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

R-1d Office of Financial Services – Chief Financial Officer Mark Whitaker **(Packet Pg. 133)**

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

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

R-1g Volunteer Association Report – Chaplain Kenton Johnson

B. Correspondence **(Packet Pg. 136)**

C. Informational Items **(Packet Pg. 139)**

D. Next Meeting

The next Board of Directors' meeting will be on Monday, October 17, 2022, at 5:00 pm. The meeting will be hybrid with the public invited to attend by remote video conferencing.

X. ADJOURNMENT

Clackamas Fire District #1



REGULAR BOARD OF DIRECTORS' MEETING MINUTES August 15, 2022

ATTENDANCE

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

Others present: Nick Browne, Matt Amos, Michael Carlsen, Steve Deters, Izak Hamilton, Shelby Hopkins, Jerry Kearney, Dan Mulick, Jessamyn Ode, Shawn Olson, Ariel Roberts, Michael Wong, and Station 14 – Clackamas Fire; Andrew Gordian – Local 1159; Jason McKinnon and Phil Schneider – Sandy Fire

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 5:01 pm.

II. CHANGES TO THE AGENDA

Chief Browne shared that there is a revised agenda on the website. Assistant Chief (AC) Stewart is unable to attend so Chief Browne will present on his behalf. They also updated some Volunteer data in the Board packet.

III. APPROVAL OF THE REGULAR BOARD MEETING MINUTES ON JULY 18, 2022.

Minutes were approved as written.

IV. PUBLIC COMMENT

None.

V. PRESENTATION – CITIZEN LIFE SAVING AWARD – Fire Chief Nick Browne and Retired Division Chief Bill Conway

Bill Conway shared that he retired as the CFD Division Chief of EMS in 2020. In that position, he brought PulsePoint to CFD in 2014. He explained that it's a free app that helps public safety agencies engage and communicate with citizens in the community. One feature is that it can alert the user to any cardiac arrests within a quarter mile of their location. This is incredibly important as one of the best things that one can do during a sudden cardiac arrest is start chest compressions as soon as possible. He presented PulsePoint at a board meeting in 2014. After the

Clackamas Fire District #1



presentation, a citizen in the audience asked for assistance with PulsePoint on his phone. Retired Division Chief Conway assisted and showed him many of the features of the app. That citizen was current Director Chris Hawes.

Chief Browne shared that on August 2, 2022, Director Hawes was in Reno, NV, enjoying a meal when PulsePoint alerted him to an emergency nearby and he sprang into action. He ran into the nearby restaurant where there was a man unsuccessfully attempting to do the Heimlich Maneuver on an unconscious woman. Director Hawes stepped in, performed the Heimlich Maneuver, and was able to dislodge the piece of food that had been lodged in her airway. She began to breathe on her own. Chief Browne said that Director Hawes's actions directly saved her life and without him, the outcome would have been different.

Retired Division Chief Conway and Chief Browne presented the Citizen Life Saving Award to Director Hawes.

VI. PRESENTATION – FY23 STRATEGIC PLAN – Fire Chief Nick Browne and Fire Inspector Matt Amos

Chief Browne explained that this is the annual update of the Strategic Plan. There was a planning retreat led by Fire Inspector Matt Amos.

Fire Inspector Amos explained that he worked with the Fire Chief and the Assistant Chiefs to develop their focus and strategies for the year. At the retreat, they developed divisional goals and timelines to support those strategies. He showed a slide showing those goals.

Director Wall commended Fire Inspector Amos on organizing and leading the retreat.

Chief Browne added that Fire Inspector Amos will be checking in on the goals periodically and updating that progress for the Board.

VII. BUSINESS – Action required

B-1 Request Board Approval of Public Relations Firm Selection – Fire Chief Nick Browne

Chief Browne said that they conducted interviews with four firms that were vying to be the public relations firm for the District, as well as the polling group for the potential levy. The interview panel consisted of Director Hawes, Local 1159 Shop Steward Andrew Gordian, and CFD Administration.

Clackamas Fire District #1



Chief Browne said the memo presented to the Board requests that they authorize the Fire Chief to negotiate an agreement with Coastline Public Relations.

Director Wall noted that the memo states that the contract won't exceed \$80,000, but there is not \$80,000 for this in the budget. Finance Manager Wong said that there is \$60,000 allocated and if the service agreement exceeded that, they would need to make adjustments.

Chief Browne explained that there is \$20,000 in Professional Services. There is \$50,000 under the Fire Chief's Office.

Director Wall asked why she should approve up to \$80,000 when the bid is for \$53,000. Chief Browne explained that CFD has never pursued a levy before. The request of up to \$80,000 is for if they need to do additional polling or possibly have a campaign to thank the community.

President Joseph asked if this included costs for signs and things of that nature. Chief Browne said no, any expenses like that would be through a PAC. Director Wall explained that CFD could only pay for an educational campaign.

Director Wall expressed concerns over approving such a large amount over the proposal. Chief Browne explained that these funds are allocated in the budget. The PR firms gave a wide range of possibilities, and this request is to give them some room to act based on what happens. Director Hawes said it's difficult to determine a set monetary amount for a campaign.

Discussion followed.

Director Syring appreciated Director Wall's question. He also understands that there is a lot to the levy development process. If the committee feels that an \$80,000 cap is more reasonable, he trusts the committee's thought process and would support it.

Chief Browne said they've been through a lot this last year. His goal is to be fiscally responsible and he's not going to compromise that now.

Director Hawes made a motion to approve the public relations firm selection and Director Syring seconded.

Director Wall noted that the firm choice was not noted in the motion.

Director Hawes rephrased the motion and Director Syring seconded to authorize the Fire Chief to negotiate a contract with Coastline Public Relations. All directors present voted yes. Motion passed.

Clackamas Fire District #1



VIII. OTHER BUSINESS – No action required

OB-1 Board Committee/Liaison Reports

Interagency Committee – President Joseph/Director Syring

Director Syring reported that the Sandy IGA Committee meeting was on July 25. Most of the discussion revolved around the feasibility study. There will be a Joint Work Session with Sandy Fire on August 22 where the feasibility study results will be presented.

Director Syring said that the Gladstone Joint Oversight Committee meeting was on August 11. The contract seems to be going very well. The calls are going well, and the crews are engaged with the community. They discussed the transition of the part-time personnel to the CFD volunteer program. The committee will meet again in October.

President Joseph was glad they were able to alleviate some anxieties regarding the former part-time employees as the councilors were sincerely concerned about them.

Chief Browne said that interagency meetings are great opportunities to dispel fear and he's glad they were able to address that.

Director Syring said that they were presented with data regarding calls with the Gladstone engine. In June and July, they responded to around 400 calls within the City of Gladstone and around 170 calls in CFD. He felt this data really showed the win-win situation of this contract and the importance of having an engine staffed 24/7 with a paramedic.

OB-2 Board Informational Updates/Comments

IX. INFORMATIONAL ONLY

A. Division/Department Reports

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

Chief Browne shared that Community Paramedic Cook, Fire Marshal (FM) Olson, and local partners handed out “fire buckets” that contained items such as hygiene items, first aid items, and fire extinguishers to houseless individuals as part of a fire prevention program. This was paid for through an Oregon State Fire Marshal grant.

Chief Browne shared that he has participated in a number of dunk tank fundraisers.

Clackamas Fire District #1



Chief Browne is on the advisory committee for Senate Bill 762. The wildfire risk map was a big topic in July. Oregon Department of Forestry (ODF) has since taken down the map for revisions. They plan to deliver an updated map to the public in the next month or two.

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

AC Deters shared that the Health & Safety Division delivered safety talks with the crews, as well as conducted onsite fitness testing. They are also working on getting 14 new career firefighters in for their pre-physicals.

AC Deters said Community Services was very busy with a number of events in the community. In Human Capital, they worked on a positions manual, conducted Training technician interviews, and held the Civil Service meeting in July. The Fire Marshal's Office has been busy at all the summer's public events on top of their normal duties.

R-1d Office of Financial Services – Financial Manager Michael Wong

Financial Manager Wong shared that in the board packets are the FY 2021-2022 end-of-year results. They will give an update on the current fiscal year at the next meeting.

He reported that the opening general fund balance was roughly \$15.8 million. The adopted budget assumed \$15.1 million. The finalized adopted budget can be found on the CFD website.

He reported that Logistics is working on creating an emergency response cache. Fleet is working on getting an apparatus from Aurora Fire up to speed.

President Joseph asked if the audit will be done earlier than last year. Financial Manager Wong replied that that was the original goal, but as they are new clients to this auditor, they likely won't get it done earlier this year. Hopefully, next year they will be able to get it done earlier.

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

Division Chief (DC) Mulick shared that there weren't a lot of significant incidents to report for July. The 22-01 Lateral Academy personnel hit the line on August 1. He highlighted that Battalion Chief (BC) Kyle Olson has been revamping areas of the training grounds. A new academy classroom was built, the Urban Search and Rescue Grounds were cleaned up, and a vehicle extrication area was built.

On the wildland side, CFD sent two task force leaders, as well as a few apparatus, to the McKinney Fire in California. Several CFD personnel and Crew 30 were also at the Miller Road Fire.

Clackamas Fire District #1



DC Mulick shared that Crew 30 has been utilized at several in-district incidents. Having the crew at these fires is likely saving an additional alarm – an additional four other companies. Crew 30 continues to do excellent work and allows the stations' crews to be available for other calls.

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

Shop Steward Gordian shared that they sent two members to the IAFF Convention in Ottawa. The Oregon State Firefighters Council was awarded a peer support grant for resiliency training. TVFR Local 1660 will be hosting the one-day class on September 7 and 8th.

Director Hawes thanked Shop Steward Gordian for his participation in the PR firm selection process.

R-1g Volunteer Association Report – President Jerry Kearney

President Kearney reported on the volunteers' drills and station coverage for July.

B. Correspondence

Noted.

C. Informational Items

Noted.

D. Next Meeting

The next Board of Directors' meeting will be on Monday, September 19, 2022, at 5:00 pm. The meeting will be hybrid with the public invited to attend by remote video conferencing.

VIII. ADJOURNMENT

The regular Board of Directors' meeting adjourned at 6:05 pm.

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

President Thomas Joseph

Secretary James Syring



**Sandy Fire District #72
Clackamas Fire District #1
Joint Work Session
August 22, 2022**

ATTENDANCE

Sandy Fire Board of Directors: Andrew Brian, Sue Hein, Ron Lesowski, Mark Maunder, and Justin Stuchlik; Clackamas Fire Board of Directors: Jay Cross, Chris Hawes, Thomas Joseph, Jim Syring, and Marilyn Wall

Others present: Nick Browne, Steve Deters, Ariel Roberts, Brian Stewart, and Mark Whitaker – Clackamas Fire; Nannette Howland, Jason McKinnon, and Phil Schneider – Sandy Fire; and Kurt Latipow, Randy Parr, and Melissa Swank – AP Triton

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

**1. CALL TO ORDER PER ORS 192.610 TO 192.710
ORS 192.650 – The meeting is being recorded.**

President Joseph called the meeting to order at 6:00 pm. The video recording will be made available on Clackamas Fire and Sandy Fire’s websites: <https://clackamasfire.com/board-and-public-meetings/> and <https://sandyfire.org/>.

2. Introductions

The Clackamas Fire and Sandy Fire Boards of Directors introduced themselves.

AC Deters clarified that agenda item number four – Questions – was time for the elected officials to ask questions after the AP Triton presentation. Agenda item number five – Public Comment – was the time for questions from the public.

Division Chief (DC) Jason McKinnon introduced the Intergovernmental Agreement (IGA) Committee: Mark Maunder and Justin Stuchlik – Sandy Fire; Thomas Joseph and Jim Syring – Clackamas Fire.

The chiefs from Clackamas Fire and Sandy Fire introduced themselves.

AC Deters thanked everyone again for their participation in the feasibility study, especially DC McKinnon and CFD DC Josh Gehrke who began the process, and all the division heads, program managers, and others who contributed. He thanked Kurt and the rest of the AP Triton team for all their work.



AC Deters shared the history of Boring Fire and the similar process that they went through with Clackamas Fire. AC Deters shared that he was proud and excited to be involved in this process now with Sandy Fire.

DC McKinnon reaffirmed that the feasibility study was about providing regional service to the communities of Sandy Fire and Clackamas Fire, as well as neighboring communities, partners, and stakeholders.

Two and a half years ago, Sandy Fire was faced with some challenges and opportunities. Sandy Fire was facing a decline in relative force, all the while there was an increase in community need due to the rapid and immense growth of Sandy. This gave them the opportunity to have a mutually beneficial partnership with Clackamas Fire. It began with 24/7 battalion chief coverage, as well as training for both volunteer and career firefighters. Six months later, Sandy Fire began paying for one shift at CFD Station #18, which allowed the station to be staffed 24/7 with a three-person ALS engine crew, providing initial response, mutual aid, and regional partnering. He explained that they are now at the stage where they need to re-evaluate how they can provide top-notch service to both the Clackamas Fire and Sandy Fire communities.

3. Presentation of Feasibility Study – AP Triton

Kurt Latipow introduced himself and the rest of the AP Triton team that worked on this project.

Project Overview

Kurt explained that in September 2021, both districts retained AP Triton to conduct a cooperative services feasibility study. The primary purpose of the study was to evaluate the various options for jointly providing fire protection, EMS, special operations, and other services that would result in greater efficiency, cost, effectiveness, and improvements to emergency operations.

The first piece of the project was data collection to determine response and travel times, etc. The data collected was from January 2018 through June 2021 and was given to AP Triton by both districts by November 18, 2021. The AP Triton team used this data to complete the first version of the Technical Review, which was completed on April 13, 2022. Clackamas Fire requested that their financial data be updated due to recent changes, and the final version of the Technical Review was completed on July 18, 2022.

Kurt acknowledged both boards and teams for their emphasis on transparency and inclusivity in this process. The appendices highlight the extensive community outreach that was conducted, including a community-wide survey that had a significant number of responses, and stakeholder interviews.

The key points of the analysis were the current service delivery, organizational structure, and financial stability of each fire district. AP Triton evaluated the current IGA and found it to be very effective. Their team also completed financial analyses, identified future opportunities and



challenges of further collaboration or integration, and provided recommendations regarding various options.

Kurt shared several graphics and charts that provided an overview of the following for both fire districts:

- Services Provided
- Service Areas
- Incidents
- Travel Time Coverage
- ISO
- Effective Firefighting Force – Firefighters & Apparatus
- Call Received to Arrival by Call Type
- Workload Projections

These visuals are all available in the Feasibility Study documents.

Findings & Recommendations

Kurt shared findings and recommendations for Sandy Fire. The first recommendation was for Sandy Fire to ensure adequate staffing 24 hours a day and monitor their demand for service. The concern for a second staffed station also came up multiple times during the study, which may present a challenge in the future.

Sandy Fire also requires additional administrative support. It is the opinion of AP Triton that an expansion with Clackamas Fire should include additional administrative support.

In regard to Station 71, AP Triton recommended that water rescue gear should be moved to a location outside the apparatus bay and that an accessibility ramp should be constructed.

Kurt reported on to the financial findings and recommendations for Sandy Fire. He acknowledged that property tax revenue growth is limited by state legislation, though it has increased annually for SFD between FY2017 and FY2021. Kurt shared that an expanded service agreement between CFD and SFD could result in an increased operating cost for Sandy and that a full consolidation would be potentially financially unstable. Randy Parr, AP Triton, corrected Kurt and explained that the statement was intended to mean that if a consolidation did not occur, Sandy Fire would not be able to afford to expand its service contract with Clackamas Fire. It does not indicate that consolidation would not be financially feasible.

Kurt shared that it is their recommendation that volunteer firefighter recruitment and retention should continue at SFD. AP Triton also recommends that SFD personnel be allowed to participate in the CFD Wellness Program.

Kurt then presented the findings and recommendations for Clackamas Fire. He explained that the significant service contract with a neighboring agency that expired in June 2021 had a negative impact on the Clackamas Fire budget. AP Triton identified that moving forward, Clackamas will



need to pursue additional funding sources to sustain services. Additionally, Clackamas needs to evaluate the current needs for administrative support.

Kurt shared the following joint recommendations for the districts:

- A quarterly newsletter that will serve the staff and constituents of both districts to improve the understanding of both districts' operations.
- Conduct a security assessment of fire stations in both districts.
- CFD and SFD labor groups should merge.
- Standardized job descriptions should be developed for the districts.
- Response performance standards based on national standards (NFPA 1710 and NFPA 1720) should be developed but customized for each district.
- Consider adding EMS resources to the overall system.
- Improve turnout times to meet national standards.
- Work with Clackamas County Department of Communications to improve call processing times.
- An internal joint quarterly report should be published showing the previous three month's response performance of each individual company by shift.
- Develop a formal agreement with the local community college to establish a regional training site.

Kurt said that AP Triton's primary recommendation is an expanded functional and operational partnership. They believe that more time needs to go into building the relationship and that the current IGA should be expanded. This expansion will strengthen the response programs, command and control, and relationships both internally and externally in the districts and communities. Throughout their study, they did not find that there was a strong appetite to move forward with legal integration at this time.

Ultimately, AP Triton recommended that Clackamas Fire should assume all functions and activities, also known as "All Fire Protection and Emergency Medical Services" of Sandy Fire, until the elected officials deem the timing for legal consolidation appropriate.

4. Questions

President Joseph opened the floor to questions from the elected officials.

Director Cross asked if during the evaluation of EMS services, if AP Triton got any information from Randy Lauer from Oregon AMR or Ritu Sahni from Clackamas County. He wanted to know if they got direct, local data or just used national assumptions. In particular, Director Cross was interested in how the new ambulance service contract could affect this partnership.

Kurt replied that the data came from the CAD and the fire records management systems of the districts. Anything going on within the county's EMS was not within their scope. They did interview the director.



Director Cross said that during the presentation they said that Sandy Fire cannot pay for any further services. However, at the end of the presentation, they said they need to look at expansion.

Kurt said that it will be important to track the development in Sandy and how this may or may not impact services. Randy explained that based on the 2022 budget, they will have a very small reserve amount that is not sustainable for long. It also mentions needing a \$300,000 tax anticipation line of credit. This has him concerned about financial viability.

Director Maunder commented that in the study it mentions that for both districts, operations are not sustainable within the existing revenue structures. In the report, he didn't see any recommendations for cost containment or economy to scale.

Kurt replied that the scope of work for a feasibility study doesn't do a deep dive into cost containment. Randy said that any time they look at combining districts, there are potential cost savings. Having the same record management systems, not having separate administrative staff, combining insurance programs, as well as combining software programs all have the potential to reduce costs. Randy added that when they look at annexations or consolidations, the savings is in the labor. If an organization is running very lean, there will be some savings but not a large amount of savings. Salary and benefits are 85-90% of the costs. If savings can't be found there, they aren't going to get the level of savings necessary to be successful.

Director Syring said that when they discussed this at the interagency committee, he interpreted that as, if they kept with the status quo, renewed the current contract another year, and if the re-evaluated costs were higher, it might not be financially feasible. Current costs might not be accurate. Looking at the last 12 months of calls out of Station 18, 46% were to Sandy Fire and 54% were in Clackamas Fire District. Is Sandy Fire only paying \$500,000 for a station that costs \$2,000,000, still fair and accurate? That's what they'll need to discuss and decide.

Director Syring thanked AP Triton and the chiefs and staff from both districts for a great job.

Director Brian asked about the red flags in Sandy Fire's finances. The tax anticipation notes are just there as a placeholder. He felt Sandy Fire was in a fairly good financial state.

Randy said that through 2021, that would be correct. They are putting money in savings, etc. However, their 2022 budget anticipated a fairly significant growth in expenses. Expenses were \$3,750,000 in 2021 and projected to be \$5,283,000 in 2022. The revenue stream went from \$4,341,000 to \$4,380,000. This shows additional services are not sustainable.

Discussion followed regarding a possible discrepancy in the budget information for Sandy Fire provided to AP Triton.

Director Wall asked if the estimated revenue numbers were gross or adjusted if they consider if people don't pay, urban renewal, etc. Randy said the revenues are not at the gross amount. They



usually consider 2-4% for nonpayment. CFO Whitaker confirmed that the numbers provided to AP Triton take urban renewal into account.

Chief Schneider said that the \$5 million amount included their reserve funds and other monies that they have, but do not plan to spend. Further discussion followed.

Kurt said they work off the information provided. There were several technical reviews and CFD did provide more updated information at one point. Kurt recommended that the teams review the information that was provided. If they have misinterpreted any information, they will go back and reanalyze.

Director Hawes said that when they talk about expansion, it refers to two different things. Sandy Fire would not be able to expand into two fire stations. It was recommended that they expand the cooperation between the two agencies. AP Triton confirmed.

Director Hein said that Sandy Fire has not had to use the tax anticipation notes in over a decade; they are there just in case they are needed.

5. Public Comment *(The President will call for statements from citizens regarding District business, up to 15 minutes and each person not to exceed three minutes.)*

None.

6. Adjournment

The Joint Work Session meeting adjourned at 7:16 pm.

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

Chairman Sue Hein

Secretary/Treasurer Ron Lesowski

President Thomas Joseph

Secretary Jim Syring

**CLACKAMAS FIRE DISTRICT #1
PROCLAMATION 22-01
To Designate the Month of October 2022 as
Fire Prevention Month**

WHEREAS, Fire Prevention Month is a nationwide coordinated effort sponsored by the National Fire Protection Association (NFPA) each October to encourage the public to take steps to reduce the risk of fire in their homes; and

WHEREAS, Clackamas Fire District #1 (CFD#1) is committed to ensuring the safety of all those living in and visiting the Fire District; and

WHEREAS, fire is a serious public health and safety concern both locally and nationally, and homes are the location where people are at the greatest risk from fire; and

WHEREAS, CFD#1 first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, CFD#1 residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, working smoke alarms are the first step in a home escape plan as smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as two minutes to escape safely; and

WHEREAS, working smoke alarms in the home reduce the risk of dying in a reported fire in half; and

WHEREAS, CFD#1 residents should be sure that everyone in the home understands the sounds of smoke alarms and knows how to respond; and

WHEREAS, CFD#1 residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, CFD#1 residents will make sure that their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities;

WHEREAS, CFD#1 first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, CFD#1 residents who are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2022 Fire Prevention Month theme, “Fire won’t wait. Plan your escape,” effectively serves to remind residents living within CFD#1 that it is important to have a home fire escape plan.

THEREFORE, the Board of Directors of Clackamas County Fire District #1, do hereby proclaim the month of October 2022 as:

FIRE PREVENTION MONTH

With the theme “Fire won’t wait. Plan your escape,” the Board encourages community members to observe Fire Prevention Month 2022 by supporting the applicable programs and activities, and by reminding people to plan and practice what to do in case of fire.

Adopted this date, September 19, 2022.

President, Board of Directors

Secretary/Treasurer, Board of Director



CLACKAMAS FIRE DISTRICT #1 B-2

Here for you

Memo

To	Board of Directors
From	Chief Technology Officer Oscar Hicks on behalf of Fire Chief Nick Browne
Date	September 19, 2022
Subject	VoIP Hosted by GoTo Communications Inc.

Action Requested

Requesting Board of Directors to authorize the Fire Chief to execute the Voice over Internet Protocol (VoIP) agreement (attached) with GoTo Communications Inc.

Background

VoIP is the technology that converts your voice into a digital signal, allowing you to make a call directly from a computer, a VoIP phone, or other data-driven devices. Simply put, it is phone service delivered over the internet. The daily mission of the Fire District requires reliable and stable communications platforms. Our current IP telephony environment was implemented in 2005 and has been through three major hardware and software upgrades. This current environment also consists of aged desktop phones with no path for upgrades or replacements as they have reached end-of-life (EOL). To address IP telephony needs, the change in the use of this technology and provide continuity of operations (e.g., COVID, ice storms), the District needs to update its IP telephony environment to an interoperable, mobile, and reliable platform.

Technology Services completed a needs analysis with internal stakeholders and the District's managed service provider, Technology Integration Group (TIG). With the assistance of TIG, Technology Services developed a comprehensive solution of products and services to meet the current and future needs of the District. The vendors solicited were a combination of local and national providers. Technology Services and TIG negotiated with vendors and received three quotes. The presented five-year term from GoTo Communications Inc. is the best option based on cost, administration, system capabilities, number of licenses, and updated phones/handsets that are being obtained.

Board Policy Implications

It is worth noting that data, video, and voice connectivity contracts do not appear to require Board approval under the District's Purchasing Policy. Section I.C. states:

Trust • Empowerment • Accountability • Mindset • Service



Purchase and contracts that are not subject to competitive solicitation requirements, including extended personal services contracts or those entered into or extended by direct appointment, and that are within budgeted parameters may be executed with further approval by the Board. These items include, but are not limited to employee insurance, including workers' compensation, medical, dental, or life: taxes and PERS payments; investment purchases as authorized by Board policy or other adopted investment policies; payments on personal services contracts within contracted amounts for legal and medical supervision services, dispatch, data, and video and voice connectivity; and property and liability insurance purchases.

We have brought this item for Board approval as a matter of transparency.

Budget Implications

This is funded in the adopted budget.



GoTo Technologies USA, Inc.
333 Summer Street
Boston, MA 02210

CONTACT INFORMATION.

Customer: Clackamas Fire District #1 Address: 11300 Se Fuller Rd, Milwaukie, OR United States, 97222	GoTo Representative:
Main Contact: Oscar Hicks Email: oscar.hicks@clackamasfire.com	Name: Monica Ward Email: monica.ward@goto.com
Phone: (503) 742-2678	Phone: +1-206-397-8833
VAT/TVA/ABN Number:	Fax:
	QUOTE OR OID #: Q-621388
	UID #:
	Opp ID #: 2208156587649
	Quote Date: 08-16-2022
	Quote Expiration Date: 09-30-2022

BILLING INFORMATION.

Payment Method: Invoice

AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO GOTO, YOU CONFIRM THIS IS AN ORDER FOR THE GOTO SERVICE(S) LISTED HEREIN AND AGREE TO THE TERMS OF SERVICE https://www.goto.com/company/legal/terms-and-conditions WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.
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Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

Purchase Order Process:

If the order is in excess of 50K USD, or this order's currency equivalent, GoTo requires a PO with the executed order in the name of the contracting entity noted above. Please complete:

Require a PO?

Requires a PO, see below:

Customer PO#:

PO Expiration Date (if applicable):

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: Clackamas Fire District #1		If Billing Contact is different than above, please provide: Billing Address: Billing/Invoicing Contact: Telephone: Email:
Signature:		
Name:		
Title:	Customer Authorized Signatory	
Date:		

SERVICES & FEE SUMMARY. Estimated taxes and fees are included where indicated below.

TODAY'S TOTAL:					
Name	Quantity	MSRP	Discount	GoTo Price	Total
Polycom VVX 250 Skyline (w/ Power Supply)	155	USD 189.00	USD 189.00	USD 0.00	USD 0.00
Polycom VVX EM 50 Expansion Module (EM50)	1	USD 225.00	USD 35.27	USD 189.73	USD 189.73
Jive Business Continuity with Jive View	24	USD 499.00	USD 200.00	USD 299.00	USD 7,176.00
Taxes and Fees:					USD 0.00
TOTAL AMOUNT:					USD 7,365.73

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	GoTo Price	Total Price
GoToConnect Standard+	60	175	USD 28.00	USD 7.00	USD 21.00	USD 3,675.00
Voice - Standard DID - Monthly Charge	60	117	USD 5.00	USD 4.50	USD 0.50	USD 58.50
Polycom VVX 350 Skyline (w/ Power Supply) [Rental]	60	20	USD 7.25	USD 2.40	USD 4.85	USD 97.00
Taxes and Fees:						USD 258.17

TOTAL AMOUNT:

USD 4,088.67

TERMS OF SERVICE

This is a legal agreement between the person or organization (“**Customer**” or “**you**”) agreeing to these Terms of Service (“**Terms**”) and the applicable contracting entities at <https://www.goto.com/company/legal/contracting-entities> (“**GoTo**,” “**us**,” or “**we**”). By accepting these Terms, signing an Order, or using the Services, you represent that you are of legal age and have the authority to bind the Customer to: (i) the Order; (ii) these Terms; (iii) the “**Service Descriptions**” available at <https://www.goto.com/company/legal/service-descriptions>; (iv) the country-specific “**Regional Supplement**” available at <https://www.goto.com/company/legal/regional-supplement>, if any; and (v) the Professional Services Terms and Conditions available at <https://www.goto.com/company/legal/professional-services-terms>, in each case, as applicable (collectively the “**Agreement**”).

1. 1. ACCESS AND USE OF THE SERVICES.

- 1.1. **Right to Use Services.** You agree to use the Services in accordance with the use levels by which we measure, price, and offer our Services as posted on our websites, your Order, or the Service Descriptions (“**Use Levels**”). You may use our Services only as permitted in these Terms, and you acknowledge our Privacy Policy at <https://www.goto.com/company/legal/privacy>, which is incorporated by reference. We grant you a limited right to use our Services only for business and professional purposes. Technical support for the Services is described in the Service Descriptions. If your affiliates use our Services, you warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with the Agreement. “**Service(s)**” means our software-as-a-service offerings and our audio services (including any related hardware, which are offered by GoTo Technologies Ireland Unlimited Company, GoTo Audio, LLC, Grasshopper Group LLC, or GoTo Communications, Inc., or their subsidiaries, our telecommunications providers responsible for the rates and terms relating to the respective audio services). The Service Descriptions are incorporated into these Terms. You understand that your personal data may be processed in connection with your use of our Services, software, and websites which are provided via equipment and resources located in the United States and other locations throughout the world.
- 1.2. **Limitations on Use.** By using our Services, you agree on behalf of yourself, your users and your attendees, not to (i) modify, prepare derivative works of, or reverse engineer, our Services; (ii) knowingly or negligently use our Services in a way that abuses or disrupts our networks, user accounts, or the Services; (iii) transmit through the Services any harassing, indecent, obscene, or unlawful material; (iv) market, or resell the Services to any third party; (v) use the Services in violation of applicable laws, or regulations; (vi) use the Services to send unauthorized advertising, or spam; (vii) harvest, collect, or gather user data without their consent; (viii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Services to commit fraud or impersonate any person or entity.
- 1.3. **Changes to Services.** We reserve the right to enhance, upgrade, improve, or modify features of our Services as we deem appropriate and in our discretion. We will not materially reduce the core functionality (as set forth in the [Service Descriptions](#)) or discontinue any Services unless we provide you with prior written notice. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost.
- 1.4. **Proprietary Rights and GoTo Marks.** You acknowledge that we or our licensors retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the “**GoTo Marks**”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the GoTo Marks or is similar to any of these. You agree to comply with our Branding Guidelines, available at <https://www.goto.com/company/legal/trademark>, which are incorporated into this Agreement by reference.

2. 2. ORDERS, FEES AND PAYMENT.

- 2.1. **Orders.** You may order Services using our then-current ordering processes (“**Order**”). All Orders are effective on the earlier of (i) the date you submit your Order, or (ii) the date on the signature block of the Order (“**Effective Date**”). Acceptance of your Order may be subject to our verification and credit approval process. Each Order shall be treated as a separate and independent Order. A Purchase Order is required for non-credit card transactions over 25,000 USD, or equivalent, unless Customer does not require a Purchase Order as part of its purchasing process.
 - 2.1.1. **COVID-19 Emergency Kit Services.** Any subscriptions to Services labeled as “COVID-19 Emergency Kit” are for use across your organization during the contract term listed in the Order for such subscriptions and will automatically terminate thereafter or, if you have active subscriptions for the Services being purchased, on the earlier of the contract term set forth in the Order or the expiration of your underlying paid subscription term. If you have active subscriptions for the Services being purchased, the COVID-19 Emergency Kit subscriptions are subject to your existing contract with GoTo and do not change the terms of any previously purchased services. You may choose to purchase any of the COVID-19 Emergency Kit subscriptions under a separate order, but you are under no obligation to do so.
- 2.2. **Fees and Payment.** You agree to pay all applicable, undisputed fees for the Services on the terms set forth in this Agreement or your invoice. Except as set forth in Section 3.3 below or in the Service Descriptions, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges you incur to your other service providers (e.g. your broadband and internet provider) in connection with your use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. You agree that we may charge your payment card or bill you for all amounts due for your use of the Services, and we may take steps to update your payment card information (where permitted) to ensure that payment can be processed. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may, where permitted by applicable law, suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We will not agree to submit invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals. We reserve the right to update the price for Services at any time after your Initial Term, and price changes will be effective as of your next billing cycle. In accordance with applicable law, we will notify you in a timely manner of any price changes by publishing on our website, emailing, quoting, or invoicing you.

- 2.3. **Sales, Promotional Offers, Coupons and Pricing.** Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of your subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales, and special promotional offers in our sole discretion.
- 2.4. **Disputes; Delinquent Accounts.** You must notify us of any fee dispute within 15 days of the invoice date, and once resolved, you agree to pay those fees within 15 days. We may, on notice to you, suspend or terminate your Services if you do not pay undisputed fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting undisputed delinquent amounts.
- 2.5. **Taxes and Withholding.** You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, Universal Services Fund (USF) fees or any other similar fees as may be applicable in the location in which the Services are being provided (if applicable to the Audio Services only) and similar taxes or fees (collectively, "**Taxes and Fees**") imposed by any government entity or collecting agency based on the Services, except those Taxes and Fees based on our net income, or Taxes and Fees for which you have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

3. 3. TERM AND TERMINATION.

- 3.1. **Term.** The initial term commitment for your purchase of Services will be as specified on an Order ("**Initial Term**") and begins on the Effective Date. After the Initial Term, the Services will, unless otherwise specified in the [Service Description](#) for a particular Service, automatically renew for additional 12-month periods ("**Renewal Terms**"), unless either party provides notice of non-renewal at least 30 days before the current term expires. You may provide notice of non-renewal for each Service you do not wish to renew <https://support.goto.com/>. We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Services does not affect the term of any other Services still in effect. If we permit you to reinstate Services at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.
- 3.2. **Termination for Cause.** Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach [Section 1.2](#), [4.1](#), [4.3](#), or [5](#).
- 3.3. **Effect of Termination.** If the Agreement or any Services are terminated, your account may be converted to a "free" or "basic" version of the Service, if available, at our discretion. Otherwise, you will immediately discontinue all use of the terminated Services, except that upon request, we will provide you with limited access to the Services for a period not to exceed 30 days, solely to enable you to retrieve your Content from the Services. We have no obligation to maintain your Content after that period. To the extent permitted by applicable law, neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the effective termination date. If we discontinue Services or materially reduce the core functionality in accordance with Section 1.3 above, the related Order will be terminated, and we will provide you with a pro rata refund of any prepaid, unused fees. You agree to pay for any use of the Services past the date of expiration or termination which have not been converted to a free version of the Service.
- 3.4. **Survival.** The provisions of [Sections 2](#) (Orders, Fees and Payment), [3.3](#) (Effect of Termination), [4](#) (Your Content and Accounts), [7](#) (Indemnification), [8](#) (Limitation on Liability), [9.5](#) (No Class Actions), [9.10](#) (Notices), and [9.14](#) (Contracting Party, Choice of Law and Location for Resolving Disputes) survive any termination of the Agreement.

4. 4. YOUR CONTENT AND ACCOUNTS.

- 4.1. **Your Content.** You retain all rights to your Content (defined below) and we do not own or license your Content. We may use, modify, reproduce, and distribute your Content in order to provide and operate the Services. You warrant that (i) you have the right to upload or otherwise share Content with us, and (ii) your uploading or processing of your Content in the context of our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational, and administrative security measures to keep Content protected in accordance with industry standards. We will not view, access or process any of your Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request. "**Content**" means any files, documents, recordings, chat logs, transcripts, and similar data that we maintain on your or your users' behalf, as well as any other information you or your users may upload to your Service account in connection with the Services.
- 4.2. **Your Privacy and Security.** We maintain a global privacy and security program designed to protect your Content and any associated personal data we may collect and/or process on your behalf. You can visit our Trust & Privacy Center (<https://www.goto.com/company/trust>) to review applicable data processing locations and Sub-Processor Disclosures, as well as Service-specific information about our technical and organizational security measures (located in the Technical and Organizational Measures or "TOMs" documentation). When providing our Services, we act as a data processor, service provider, or the equivalent construct. To review and execute our Data Processing Addendum ("**DPA**"), please visit <https://www.goto.com/company/legal>.
- 4.3. **Your Accounts.** You are solely responsible for (i) all use of the Services by you and your users, (ii) maintaining lawful basis for the collection, use, processing and transfer of Content, and (iii) providing notices or obtaining consent as legally required in connection with the Services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend the Services or terminate the Agreement if you, your users, or attendees are using the Services in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part. You agree to notify us immediately and terminate any unauthorized access to the Services or other security breach.

- 5. **5. COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations.

Each party represents that it is not named on any U.S. government denied-party list. Further, Customer shall not permit its users to access or use any Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

6. **6. WARRANTIES.** WE WARRANT THAT THE SERVICES WILL CONFORM TO THE SERVICE DESCRIPTIONS UNDER NORMAL USE. WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, (ii) OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR (iii) ALL ERRORS OR DEFECTS WILL BE CORRECTED. USE OF THE SERVICES IS AT YOUR SOLE RISK. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES, OR TO TERMINATE THE NON-CONFORMING SERVICES OR THE APPLICABLE ORDER, AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE DATE YOU NOTIFY US OF THE NON-CONFORMANCE THROUGH THE END OF THE REMAINING TERM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS LOCATED IN THOSE JURISDICTIONS.
7. **7. INDEMNIFICATION.** You will indemnify and defend us against any third party claim resulting from a breach of [Section 1.2](#), [4.1](#) or [4.3](#), or alleging that any of your Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.
8. **8. LIMITATION ON LIABILITY.**
 - **8.1. LIMITATION ON INDIRECT LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, OR (v) COSTS OF RECOVERY, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.
 - **8.2. LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT FOR YOUR BREACH OF SECTIONS 1.2, 4.1, OR 4.3 AND YOUR INDEMNIFICATION OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.
9. **9. ADDITIONAL TERMS.**
 - **9.1. Free Services and Trials.** Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis ("**Trial Period**"), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) if no date is specified, 30 days after your initial access to the Services, (iii) or upon your conversion to a subscription. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.
 - **9.2. Third Party Services.**
 - **9.2.1.** Services may provide the capability for you to link to or integrate with third party sites or applications separately accessed by you and not purchased from us. We are not responsible for and do not endorse such services. You have sole discretion whether to purchase or connect to any third party services and your use is governed solely by the terms for those services.
 - **9.2.2.** Any third party services we have sold to you are subject to this Agreement, including any additional terms specific to those services that may be set forth in the [Service Descriptions](#). Unless otherwise specified in the Service Descriptions, we and our contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any third party services we have sold to you.
 - **9.3. Beta Services.** We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available ("**Beta Services**"). You understand and agree that the Beta Services may contain bugs, errors, and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered "AS-IS", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory, or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide feedback ("**Feedback**") about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

- 9.4. **Copyright.** If you believe that our Services have been used in a way that constitutes copyright infringement, you should follow the process outlined here: <https://www.goto.com/company/legal/dmca>.
- 9.5. **No Class Actions.** You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.
- 9.6. **Security Emergencies.** If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.
- 9.7. **High-Risk Use.** You understand that the Services are not designed or intended for use during high-risk activities which include, but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, and/or life support systems.
- 9.8. **Recording.** Certain Services provide functionality that allows you to record audio and data shared during sessions. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality. We disclaim all liability for your recording of audio or shared data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio or data.
- 9.9. **Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 9.10. **Notices.** Notices must be sent by personal delivery, overnight courier or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at the address for your applicable contracting entity, with a copy to our Legal Department, 333 Summer Street, Boston, Massachusetts 02210 USA, and we will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.
- 9.11. **Regional Terms.** If you are located in regions outside the United States and are purchasing our GoToConnect Services, additional terms specific to your region (as set forth in our Regional Supplement at <https://www.goto.com/company/legal/regional-supplement>) shall apply to your use of the Services and shall be considered part of these Terms.
- 9.12. **Entire Agreement; Order of Precedence.** The Agreement, including any applicable DPA, sets forth the entire agreement between you and GoTo relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, a country-specific Regional Supplement, these Terms, the DPA, and the Service Descriptions, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed at <https://www.goto.com/company/legal/terms-and-conditions>. Your continued access to and use of the Services constitutes your acceptance of the then-current Terms.
- 9.13. **General Terms.** If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third party beneficiary. Our authorized distributors do not have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.
- 9.14. **Contracting Party, Choice of Law and Location for Resolving Disputes.** The GoTo contracting entity, contact information, and governing law for your use of the Services will depend on where you are and the specific Services you have ordered, as set forth here: <https://www.goto.com/company/legal/contracting-entities>.

PROPOSAL DETAILS

Quote #: Q-621388

Contract Term: 60

Prepared for:

Clackamas Fire District #1
 Oscar Hicks
 oscar.hicks@clackamasfire.com
 (503) 742-2678
 Contract Term: 60

Billing Address:

11300 Se Fuller Rd
 Milwaukie, OR 97222
 United States

Prepared by:

If you need assistance with this quote or any product offerings, please contact your Partner, or the Partner Success Team at 888.990.4262.

MONTHLY CHARGES	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
GoToConnect Standard+	175	\$28.00	\$1,225.00	\$21.00	\$3,675.00
Polycom VVX 350 Skyline (w/ Power Supply) [Rental]	20	\$7.25	\$48.00	\$4.85	\$97.00
Voice - Standard DID - Monthly Charge	117	\$5.00	\$526.50	\$0.50	\$58.50

** Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

Savings	Sub Total
\$1,799.50	\$3,830.50
Estimated Taxes*	\$258.17
Monthly Total	\$4,088.67

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Jive Business Continuity with Jive View	24	\$499.00	\$4,800.00	\$299.00	\$7,176.00
Polycom VVX 250 Skyline (w/ Power Supply)	155	\$189.00	\$29,295.00	\$0.00	\$0.00
Polycom VVX EM 50 Expansion Module (EM50)	1	\$225.00	\$35.27	\$189.73	\$189.73



** Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

Savings	Sub Total
\$34,130.27	\$7,365.73
Estimated Taxes*	\$0.00
Today's Total	\$7,365.73

\$7,365.73

\$4,088.67

Hardware Specs

PRODUCT NAME	IMAGE	DESCRIPTION
Jive Business Continuity with Jive View	No Image Available.	Desktop NUC 6 Barebones with Jive View (JBC includes NUC6CAYH, 4G DDR3L - 1600 Memory, CSSD-F60GBLSB -60GB SSD
Polycom VVX 250 Skyline (w/ Power Supply)		The Polycom VVX 250 business IP phone is a modern, four-line, basic IP desk phone with color display, ideal for home officeSoHo and cubicle workers.
Polycom VVX 350 Skyline (w/ Power Supply) [Rental]		The Polycom VVX 350 business IP desk phone is a high-quality, six-line, color, mid-range IP phone designed for small- to medium-sized businesses. It's ideal for knowledge workers and call center operators who need to handle a moderate or high volume of calls, and whose work demands reliable connectivity.
Polycom VVX EM 50 Expansion Module (EM50)	No Image Available.	



Steve Pulley, Sr. Account Executive - Majors, Public Sector
 Connect with me: 720.504.0055 | steve.pulley@ringcentral.com



PRICE QUOTE

Presented to: Quote Template

June 30th, 2020

RingCentral Office - 5 Year Agreement					
Includes	Qty.	List Unit Price	Discounted	RingCentral MONTHLY	RingCentral ANNUAL
RingCentral Office - Standard Licenses	150	\$32.99	\$17.99	\$2,698.50	\$32,382.00
<i>VoIP Softphone, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax</i>	0	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Rooms in a Box	0	-	\$0.00	\$0.00	\$0.00
Global MVP Licenses	-	-	-	\$0.00	\$0.00
Contact Center	0	-	\$0.00	\$0.00	\$0.00
Secondary DL	0	\$32.99	\$6.99	\$0.00	\$0.00
Limited Voice Extensions (Lobby & Conference)	25	\$14.99	\$8.99	\$224.75	\$2,697.00
Additional Local Number (Number blocks)	0	\$4.99	\$0.99	\$0.00	\$0.00
Enterprise Support	0	-	\$1,000.00	\$0.00	\$0.00
Compliance and Administrative Cost Recovery Fee	175	\$3.50	-	\$612.50	\$7,350.00
Federal Universal Service Fund Fee (FUSF)	-	-	-	-	-
E-911	175	\$1.00	-	\$175.00	\$2,100.00
State & Federal Taxes	-	-	-	-	-
RingCentral Office Grand Total	175			\$3,710.75	\$44,529.00

*Includes Premium tier features: Multisite Support, SSO/AD Integration, Automatic Call Recording, Custom Roles & Permissions

*Bundle Service Discount Applied: Government Package

*Federal Universal Service Fund Fee (FUSF) charge varies. Quote is estimate. Calculated at time of invoice.

Invoicing begins immediately upon order and account activation

Tax exemption of State & Local taxes pending RingCentral approval of tax exempt certificate

Phone Hardware - Rentals (other models available)					
Description	Qty.	List Unit Price	Discounted	Monthly Rental Cost	Device
Polycom VVX-150 (lobby / wall phones)	0	\$3.99	\$2.00	\$0.00	\$0.00
Polycom VVX-250	175	\$5.99	\$3.00	\$524.13	\$6,289.50
Polycom VVX-450	0	\$11.00	\$5.50	\$0.00	\$0.00
Polycom CCX-500	0	\$15.00	\$7.50	\$0.00	\$0.00
Polycom Trio 8500 (Conference Phone)	0	\$60.00	\$30.00	\$0.00	\$0.00
Polycom Trio 8800 (Conference Phone)	0	\$80.00	\$40.00	\$0.00	\$0.00
Polycom ATA Voip Adapters	0	\$4.00	\$2.00	\$0.00	\$0.00
Softphone	0	Included	Included	Included	Included
Polycom Trio Conference Phones					
Shipping & Handling of Phone Hardware (Ground)^	-	-	-	-	-
Total for Phone Hardware	175			\$524.13	\$6,289.50

*Shipping & Handling quoted as an estimate. Subject to change based on Scope of Work

Phone Hardware - Purchase (other models available)				
Description	Qty.	List Unit Price	Discounted	Total for Units
Yealink W60p (Cordless)	0	\$179.00	\$89.50	\$0.00
Yealink T465 Gigabit Color Business Phone with 1 Expansion Module	0	\$289.00	\$144.50	\$0.00
Yealink T465	0	\$209.00	\$104.50	\$0.00
Yealink T485	0	\$239.00	\$119.50	\$0.00
Polycom Trio 8800	0	\$1,499.00	\$749.50	\$0.00
Polycom Trio 8500 (Conference Phone)	0	\$997.00	\$498.50	\$0.00
Polycom ATA Voip Adapters	0	\$40.00	\$20.00	\$0.00
Shipping & Handling of Phone Hardware (Ground)^	-	-	-	\$0.00
Total for Phone Hardware	0			\$0.00

*Shipping & Handling quoted as an estimate. Subject to change based on Scope of Work

Professional Services - Gov/Ed Support Package - Remote				
Description	Qty.	List Unit Price	Discounted	Total for Units
Professional Services - Project Management, Implementation - Basic	175	-	-	\$12,000.00
Professional Services - Training Admin	0	1	\$800.00	\$0.00
Professional Services - Training End User	0	2	\$400.00	\$0.00

*Subject to change based of final Scope of Work

PRICING VALID FOR 90 DAYS

Monthly Recurring (Rental)
\$4,234.88

UC Free Month Promotion	
0	\$1.00
CC Free Month Promotion	
0	\$1.00
Year 1	Year 2+
\$62,820.50	\$50,818.50

*Estimated Values

*Add est. 20% for tax



Quote #Q-00639556

39 Months Term
(12 Months Renewal Term)

TODAYS QUOTE TOTAL FOR 1 LOCATION(S)

Recurring	Non-Recurring	Recurring Taxes & Fees	One Time Tax	Shipping	Due Today
\$5,250.00	\$42,916.00	\$1,766.93	\$0.00	\$621.24	\$43,912.24

Summary by Product

Monthly Recurring	Quantity	Price as of Order	Total
X Series - X2 USA-DID	300	\$17.50	\$5,250.00
Base Number	1	\$0.00	\$0.00
Voice for Microsoft Teams USA-DID	175	\$0.00	\$0.00
Non-Recurring			
Commercial Integration Services for 8x8 Voice for Microsoft Teams	1	\$600.00	\$600.00
Polycom VVX 250 w/ Power Supply - NA	175	\$112.00	\$19,600.00
8x8 Implementation Custom	1	\$17,500.00	\$17,500.00
Polycom VVX 450 w/ Power Supply - NA	4	\$167.50	\$670.00
Polycom VVX EM50 Expansion Module	4	\$184.00	\$736.00
Polycom IP 6000 Speakerphone	4	\$536.00	\$2,144.00
Polycom SoundStation IP 6000 Extension Microphones 2 pack	4	\$229.00	\$916.00
Public Virtual Instructor Led Training - Admin	1	\$750.00	\$750.00
Subtotal			\$48,166.00

**Limited Time Offer:
Three Months Free of
Services
Save \$ 15,750.00**

Quote Expires
9/30/2022

Clackamas Fire District #1
6596 SE Lake rd.
Milwaukie, OREGON 97222

Oscar Hicks
+1 503-742-2600
oscar.hicks@clackamasfire.com

Your 8x8 Representative

Daniel Donovan
daniel.donovan@8x8.com

Today's Total
\$43,912.24

Monthly Total
\$7,016.93



Quote #Q-00639556

39 Months Term
(12 Months Renewal Term)

6596 SE Lake Rd, Portland, OR, USA, 97222

Description	Quantity	Unit Price	Monthly Recurring	Due Today
X Series - X2	300	\$ 17.50	\$ 5,250.00	\$ 0.00
Base Number	1	\$ 0.00	\$ 0.00	\$ 0.00
Commercial Integration Services for 8x8 Voice for Microsoft Teams	1	\$ 600.00	\$ 0.00	\$ 600.00
Voice for Microsoft Teams	175	\$ 0.00	\$ 0.00	\$ 0.00
Polycom VVX 250 w/ Power Supply - NA	175	\$ 112.00	\$ 0.00	\$ 19,600.00
8x8 Implementation Custom	1	\$ 17,500.00	\$ 0.00	\$ 17,500.00
Polycom VVX 450 w/ Power Supply - NA	4	\$ 167.50	\$ 0.00	\$ 670.00
Polycom VVX EM50 Expansion Module	4	\$ 184.00	\$ 0.00	\$ 736.00
Polycom IP 6000 Speakerphone	4	\$ 536.00	\$ 0.00	\$ 2,144.00
Polycom SoundStation IP 6000 Extension Microphones 2 pack	4	\$ 229.00	\$ 0.00	\$ 916.00
Public Virtual Instructor Led Training - Admin	1	\$ 750.00	\$ 0.00	\$ 750.00
Subtotal			\$ 5,250.00	\$ 42,916.00
Shipping - Delivery Estimate				\$ 621.24
Regulatory Fees				
E911 Service Fee			\$ 300.00	\$ 0.00
Regulatory Recovery Fee			\$ 600.00	\$ 0.00
Taxes and Surcharges				
Federal Universal Service Fund			\$ 273.34	\$ 0.00
OR Utility License Fee			\$ 218.59	\$ 0.00
OR State And Local 911			\$ 375.00	\$ 375.00
Total Fees, Taxes and Surcharges			\$ 1,766.93	\$ 375.00
Location Total			\$ 7,016.93	\$ 43,912.24

The pricing in this quote is a non-binding estimate and may be subject to further approval by 8x8. This quote does not constitute an offer from 8x8 to sell the services or equipment shown.



Quote #Q-00639556

39 Months Term
(12 Months Renewal Term)

DRAFT



CLACKAMAS FIRE DISTRICT #1 **B-3**

Here for you

Memo

To	Board of Directors
From	Chief Financial Officer Mark Whitaker on behalf of Fire Chief Nick Browne
Date	Date ##, 2022
Subject	Issuance of Tax Anticipation Notes

Action Requested

Staff requests that the Board review and approve Resolution 22-04 authorizing up to \$3 million in tax anticipation notes to provide cash flow to fund operations, if necessary, in late October and early November.

Background

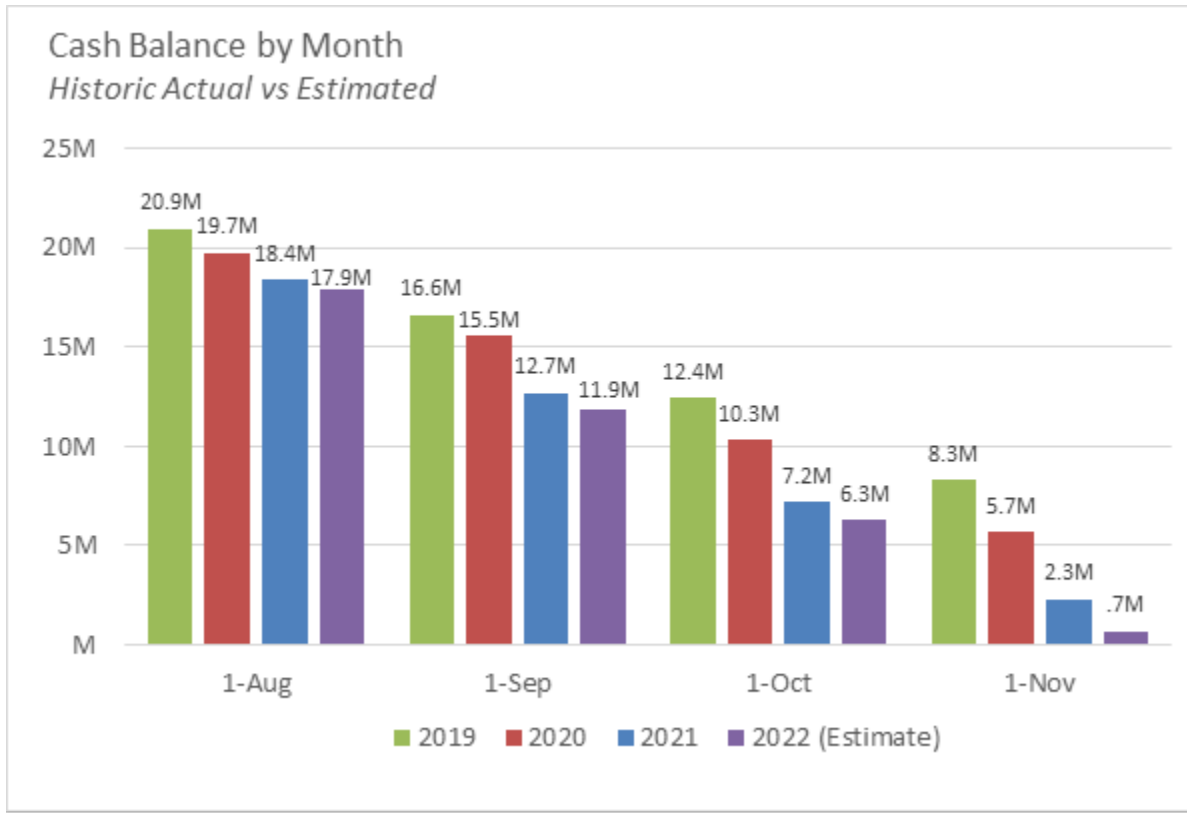
Pursuant to ORS 287A.180, the Fire District may, by resolution, enter into short-term borrowing for operations in anticipation of tax and other revenues. The interest payments on any short-term borrowing must be explicitly budgeted. The principal and the repayment of the principal of short-term debt, however, need not be included as a budgeted resource or expense because the debt proceeds will be received and repaid in the same fiscal year. The FY 2022-23 Adopted Budget already includes a line item for short-term borrowing interest expenses related to tax anticipation notes.

Known Facts

The Fire District's goal is that the fiscal year's beginning fund balance will be sufficient to fund operations from July 1 to mid-November when the district receives the bulk of property tax revenues. The current cash forecast shows that the District's available cash will be close to depleted by the beginning of November. As of September 1st, the available cash balance is lower than it has been in recent years mainly because of the lower beginning fund balance this fiscal year.

The cash forecast is done conservatively, so staff believes that there will be sufficient cash to fund operations and the District will not need to issue the tax anticipation notes. There is enough uncertainty, however, that the tax anticipation notes will be necessary to provide adequate operating reserves.

With less than \$1 million forecasted to be available at the start of November, staff proposes a maximum borrowing amount of \$3 million to ensure sufficient resources through November 15th.



Budget Implications

The cost to issue the tax anticipation notes will be \$7,000 for legal counsel and up to about \$9,000 per month for interest if the full \$3 million is borrowed. The District should be able to repay the principal relatively soon after borrowing because the bulk of tax revenues will be received by the end of November.

Staff’s intent is to repay the loan as soon as feasible to minimize interest expenses. There is no penalty for early payment. The interest payments and legal fees are already included in the FY 2022-23 Adopted Budget as the need to issue tax anticipation notes was already apparent in planning for this fiscal year. If the cash balance is sufficient to fund operations and the tax anticipation notes are not issued, then the District will still need to pay the legal fees, but not any interest.

Recommendation and Why

Staff recommends approval of the authorization to issue up to \$3 million in tax anticipation notes as presented in Resolution 22-04. Approval will ensure adequate cash funding for operations until the receipt of property tax revenues in November.

Clackamas Fire District #1



CLACKAMAS FIRE DISTRICT #1 RESOLUTION #22-04

AUTHORIZING THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF A TAX AND REVENUE ANTICIPATION NOTE, SERIES 2022, IN AN AMOUNT NOT TO EXCEED \$3,000,000, AND RELATED MATTERS.

Whereas, the District has adopted a budget for the 2022/23 fiscal year, providing for the collection of ad valorem property tax revenues and other revenues in an amount not less than \$68,000,000. Oregon law permits the issuance of a tax and revenue anticipation note in an amount which does not exceed 80% of the taxes or other revenues, except grant moneys, budgeted to be received during the period the tax and revenue anticipation note is outstanding, so long as the tax and revenue anticipation note matures no later than 13 months after the date of issuance. The District has or will certify a rate to the Assessor of Clackamas County, Oregon, in an amount that will produce not less than \$60,000,000 as ad valorem property taxes of the District for the 2022/23 fiscal year; and

Whereas, the District has provided for the issuance of a tax and revenue anticipation note in its duly adopted budget for the 2022/23 fiscal year; and

Whereas, it is in the best interest of the District to borrow money with the foregoing limitations, to meet current expenses by issuing its Tax and Revenue Anticipation Note, Series 2022 (the “Note”), as provided in this resolution; and

Whereas, the Note shall be subject to optional prepayment prior to maturity with no additional fees or penalties as determined by the Authorized Officer and as permitted by the purchaser of the Note; and

Whereas, the District covenants to budget and appropriate sufficient funds for the payment of the Note together with interest thereon to the date of maturity and payment of the Note. The District shall establish a separate Special Account to which the District shall deposit, by 30 days prior to the maturity date of the Note, ad valorem taxes or payment of revenues sufficient to pay the Note on their maturity date. Investment earnings, after full funding of principal and interest in the Special Account may be transferred to the District’s general fund. For fiscal year 2022/23, the District shall appropriate as an interest expenditure, the interest due on the Note on maturity; and

Whereas, the District’s ad valorem property taxes subject to the limits of Article XI, Sections 11 and 11b of the Oregon Constitution and the full faith and credit of the District (including all legally available revenues in the District’s General Fund) are hereby irrevocably pledged to the punctual payment of principal of and interest on the Note; and

Whereas, the Fire Chief, the Chief Financial Officer (the “Authorized Officer”), or such other officer or official of the District designated by the Authorized Officer, is hereby authorized to negotiate and execute, on behalf of the District, a purchase agreement with the purchaser of the Note providing for the private negotiated sale of the Note, the interest of which is not exempt from federal income tax. The Authorized Officer shall make all determinations regarding the Note and agreement consistent with the terms hereof. The terms of any such purchase agreement shall be binding upon the District when executed by the Authorized Officer; and

Whereas, the Note proceeds received by the District shall be deposited in the general fund of the District; and

Whereas, the District may issue the Note as one or more typewritten notes or in the form of a line of credit and shall be in substantially the form approved by the Authorized Officer; and

Whereas, the Note shall be executed on behalf of the District with the manual signature of the Authorized Officer; and

Whereas, the Authorized Officer is hereby authorized to engage any professionals, enter into any agreements and to execute any documents or certificates which may be required to issue, sell and deliver the Note in accordance with this Resolution; be it therefore

Resolved, that the Board of Directors of Clackamas Fire District #1 hereby authorizes the issuance, sale, execution, and delivery of a tax and revenue anticipation note, Series 2022, in an amount not to exceed \$3,000,000, and any related matters, as provided in this resolution.

Adopted this date, September 19, 2022.

President, Board of Directors

Secretary, Board of Directors



Clackamas Fire District #1

**Board of Directors’
Policy Manual**

Revised ~~October~~ September 20221

TABLE OF CONTENTS

Preamble	3
<i>SECTION 1</i>	5
<i>ARTICLE 1: BOARD AS POLICYMAKERS; RESERVATION OF ADMINISTRATIVE AUTHORITY TO THE FIRE CHIEF</i>	5
<i>ARTICLE 2: BOARD POLICIES</i>	5
<i>ARTICLE 3: POLICY ADOPTION, CHANGES, DELETIONS, ADDITIONS, REPEAL AND REVIEW</i>	7
<i>ARTICLE 4: BOARD OPERATIONS AND SELF-GOVERNANCE STANDARDS</i>	8
<i>ARTICLE 5: MEMBERSHIP OF THE BOARD</i>	8
<i>ARTICLE 6: OFFICERS OF THE BOARD</i>	12
<i>ARTICLE 7: POWERS AND DUTIES OF THE BOARD</i>	13
<i>ARTICLE 8: BOARD COMMITTEES/LIAISONS</i>	16
<i>ARTICLE 9: METHODS OF OPERATION OF BOARD MEETINGS</i>	17
<i>ARTICLE 10: MEETING MINUTES, PUBLIC RECORDS 10.1</i>	20
<i>ARTICLE 11: DELEGATION OF BOARD AUTHORITY</i>	21
<i>ARTICLE 12: FIRE DISTRICT LEGAL COUNSEL</i>	22
<i>ARTICLE 13: FIRE DISTRICT POLICY ON TAX INCREMENT FINANCING (URBAN RENEWAL) DISTRICTS</i>	22
<i>ARTICLE 14: DISTRICT POLICY ON ENTERPRISE ZONES</i>	23
<i>APPENDIX A – DISTRICT MAP</i>	26
<i>APPENDIX B – RESOLUTION 90-06</i>	27
<i>APPENDIX C – ORDINANCE C90-03</i>	28
<i>APPENDIX D – RESOLUTION C90-18</i>	29
<i>APPENDIX E – CFD#1 BOARD COMMITTEES/LIAISONS</i>	30
SECTION 2 – RESOURCES	
Accounting Policies and Procedures Manual	
Cash Management Policy	
Debt Management Policy	
Purchasing Policy	

Board of Directors' Policy Manual

Preamble

Clackamas County Fire District #1, commonly referred to as Clackamas Fire District #1, is comprised of the following areas:

- Multnomah County Fire District #12 – 1976 merger
- Milwaukie Rural Fire Protection District #56 – 1976 merger
- Clackamas County Fire District #1 – 1976 formed
- Redland Fire District #54 – 1988 merger
- Happy Valley Fire District #65 – 1988 merger
- Clackamas Fire District #71 – 1990 merger
- Beavercreek Fire District #55 – 1994 merger
- Oak Lodge Fire District #51 – 1998 merger
- Clarkes Rural Fire Protection District #68 – 2003 annexation
- City of Milwaukie – 2005 annexation
- City of Oregon City – 2008 annexation
- Boring Fire District #59 – 2017 annexation

Clackamas Fire District #1 proudly provides fire protection, risk reduction, rescue operations, and emergency medical services. Clackamas Fire District #1 serves four cities including the City of Happy Valley, Johnson City, Milwaukie, and Oregon City, as well as the unincorporated areas of Barton, Beavercreek, Boring, Carus, Carver, Central Point, Clackamas, Clarkes, Damascus, Eagle Creek, Holcomb, Oak Lodge, Redland, South End, Sunnyside and Westwood. Clackamas also provides all fire and life safety services to the City of Gladstone and certain services (e.g., Command and Control, Fleet Maintenance) to a number of local agencies.

Clackamas Fire District #1 has ~~2224~~ community fire stations strategically located throughout the District with a workforce of more than ~~300290~~ employees and approximately 35-50 78 community volunteers. It is one of the largest fire protection districts in Oregon serving over ~~22040,000~~ community members in an area protecting over ~~2285~~ square miles.

~~Uniform Patch of Clackamas Fire District #1~~

~~Logo of Clackamas Fire District #1 for electronic medium, decals, letters, etc.~~

Logo of Clackamas Fire District #1 for electronic medium, decals, letters, etc.



CLACKAMAS FIRE DISTRICT #1

Patch image has been deleted and will not appear in final document.



Patch 4.5X3.6

Section 1

Clackamas Fire District #1

Policy Statements

SECTION 1
CLACKAMAS FIRE DISTRICT #1
BOARD OF DIRECTORS' POLICIES

ARTICLE 1: BOARD AS POLICYMAKERS; RESERVATION OF ADMINISTRATIVE AUTHORITY TO THE FIRE CHIEF

The policy of the Board of Directors (the Board) of Clackamas Fire District #1 (the District) recognizes that one of its major functions is to serve as the policy-making body of the District, and to shape the future of the District. At the same time, the Board reserves to the Fire Chief and the Chief's designated staff the sole and exclusive responsibility and authority to manage and supervise the day-to-day administration of the District, including all personnel matters, in a manner consistent with the policies of the Board. The Board shall not interfere with the Chief's authority in such matters.

The Board will support and promote the District's purpose:

To save lives and mitigate emergencies while bringing calm to chaos.

To bring value to the communities we serve and to make people's lives better.

It is therefore the intent of the Board to set forth a series of policies and Board rules to govern the conduct and deliberations of the business conducted by the Board and to serve as a guide for the professional staff in carrying out the daily functions of the District.

ARTICLE 2: BOARD POLICIES

It is the intent of the Board to be governed by a set of policies. The policies and rules shall be adopted by the Board and made available as public documents.

The policies shall be drafted, adopted and amended with full consideration for the Board's desire to provide fire and life safety protection of the best obtainable quality for the residents of the District within the limitations of the District's ability to support it.

The Board of Directors, as the governing body representing the people of the District, determines all questions of policy to be employed in the operation of the District. Generally speaking, this means that the Board is responsible for duties such as setting District-wide goals, long-term planning, and adopting budgetary priorities. The term “policymaking” refers to the Board’s decisions and deliberations intended to improve the quality of life for District residents and to ensure the provision of high-quality fire and life safety services—and not to any authority over daily administrative matters. These types of broad-based policy-making decisions and deliberations are usually memorialized in the form of Board resolutions, formal policy documents, directions to staff, budget documents, or ordinances.

In the event that a Board policy is found to be in express conflict with state or federal law or the rules of a higher authority, that portion of such policy may be nullified without affecting the validity of the remainder of the policy. In such a case, staff shall delete or amend the offending policy and will report such actions to the Board.

If disagreement over the application, extent, or interpretation of a policy arises, the resolution of the conflict will be based on the majority opinion of the Board. If such an interpretation is deemed to have future significance, an amendment to the applicable policy, shall clearly specify the intent of the Board in interpreting the policy.

Board policies may also be based on pertinent statutes. In this context, they are designed to explain, detail, or otherwise organize the application of a policy consistent with the statutes.

Proposals regarding Board policy changes, deletions, additions, or repeal may originate from any interested person; however, such policy adoption or amendment remains the sole authority of the Board.

ARTICLE 3: POLICY ADOPTION, CHANGES, DELETIONS, ADDITIONS, REPEAL AND REVIEW

In its deliberations leading to the establishment or amendment of Board policy, the Board's central concern will be for increased efficiency and effectiveness in carrying out its legally mandated tasks and general policies in the interest of the public good.

The Board recognizes that all Board policies shall remain flexible and be subject to review and change. Such review shall take place at least annually at a regularly scheduled Board meeting on a date or dates selected by the Board and shall appear as an agenda item.

~~In order to~~ To provide consistency, stability, and integrity to Board policies, changes in policies, except in the case of emergency, shall be executed in a precise manner without undue haste.

Adoption, changes, additions to, and deletions from or repeal of the established policies shall be accomplished by a majority vote of the Board. A two-step action, with steps separated by no less than 28 days, is required. Introduction, discussion, and deliberation shall constitute the first step. A ratification vote shall be required at a second meeting. ~~In the event that~~ If an emergency is deemed to exist, and said emergency is recorded in the official minutes and agreed to by a majority of the Board members, a policy can be changed, suspended, added to, or deleted from in the course of a single meeting.

An emergency shall be defined as an unforeseen circumstance requiring immediate action so as to prevent diminishment of the welfare of the District.

The assembled policies of the Board, known collectively as the BOARD of DIRECTORS' POLICY MANUAL, shall be the reference instrument for setting the District's long-term policy-making goals and standards, as well as conducting the business of the Board.

ARTICLE 4: BOARD OPERATIONS AND SELF-GOVERNANCE STANDARDS

The District is defined in accordance with the provisions of Oregon Revised Statutes. The District includes territories lying in Clackamas and Multnomah Counties (see [Appendix A – District Map](#)~~attached map~~). The Board, by policy, shall carry out its responsibilities, in keeping with state and federal constitutions, statutes, rules, interpretations of the courts, and all the powers and responsibilities they provide.

4.1

Policies are adopted by the Board to govern and guide the operations and the affairs of the District. The policies are designed to help the Board carry out, effectively and efficiently, the responsibilities and duties delegated to it by law and the will of the people.

~~Clackamas Fire District #1 Map—station names and numbers~~ 4.2

The Board reserves to itself all authority and responsibility delegated to it, unless otherwise assigned to the Fire Chief or others by the Board or by applicable statutes, ordinances, or regulations.

4.3

Policy designating the Board as the Contract Review Board. It shall be the policy of the Board, upon adoption of the appropriate resolution, to serve as the Fire District Local Contract Review Board pursuant to ORS 279A.060 (see [Appendix B - Resolution 90-06](#) ~~dated 12/10/90~~).

4.4

Collective Bargaining Agreement. It is the policy of the Board to delegate to the Chief (or ~~his or her~~their designee) the authority to engage in discussions for the purpose of reaching agreements with recognized employee groups, as required in the Oregon Collective Bargaining Law, ORS 243.650 through 243.782. The Board reserves to itself or its designee (Fire chief and ~~his/her~~their designees) the responsibility of negotiating with employee groups.

ARTICLE 5: MEMBERSHIP OF THE BOARD

The Board shall consist of five members (each a Board member or Director) serving four-year, staggered terms. A resident elector or property owner of the District, who is neither an employee or volunteer firefighter, shall be eligible to serve as a Board member in accordance with ORS 478.050 and District Ordinance C90-03 (~~adopted January 21, 1991~~see Appendix C – Ordinance C90-03).

5.1

Each Board member shall be identified by a position number. All members of the Board shall serve at large, representing the District as a whole.

5.2

Board position numbers are assigned as follows and will be transferred to the successors of the named Board member at the termination of their service in the position.

Position	Board Member	Term Expires
1	Thomas Joseph	6/30/23
2	Chris Hawes	6/30/25
3	Marilyn Wall	6/30/23
4	Jay Cross	6/30/25
5	Jim Syring	6/30/23

5.3

The election of the Board members shall be conducted as provided by ORS Chapter 255.

5.4

Board Member Certification. No person elected or appointed to the Board shall be sworn in unless they are determined by the Board to meet the qualifications as set forth in ORS 478.050 and any other Board qualifications. If a question exists as to the eligibility of any candidate, the Board will resolve the issue prior to swearing-in.

5.5

New Board members shall take an oath of office at the June meeting prior to assuming the duties of the position. Unless filling a vacancy on the Board, terms of office shall start officially on July 1st. (ORS 255.335).

5.6

District Board Policy dictates that the Board President (President) and the Fire Chief be responsible for the appropriate orientation of new Board members.

The Fire Chief shall schedule a work session with new Board members to acquaint them with the facilities, equipment, and personnel and to provide copies and an overview of:

- Fire Board Policies
- Board Member Guide (OFDDA)
- Standard Operating Procedures and Statements of Policy
- District territory and boundaries
- District and Civil Service Rules and Regulations
- Labor and other major contracts

5.7

Directors' Compensation and Reimbursement. In accordance with the limitations set forth in ORS 198.190 and Resolution C90-18 (see Appendix D – Resolution C90-18), the Board shall reimburse Board members ~~(in accordance with the limitations set forth in ORS 198.190 and Resolution C90-18)~~ at the rate of

\$50.00 per day for all regularly scheduled Board Meetings, Special Meetings, regional, state and national committees as a result of being on the Board; sanctioned Board Committee Meetings and conferences when approved by the Board and when in response to subpoenas or legal actions.

The Board shall reimburse Board members for reasonable expenses actually incurred while on District business, in accordance with ORS 198.190 and the District's own Standard Operating Procedure – Travel Authorization and Expense Reimbursement. These reimbursements shall be for reasonable, allowed expenses incurred while attending Board Meetings, Special Meetings, and sanctioned Board committee meetings and conferences. Such reimbursement shall extend only to the bona fide expenses of Board members and shall not include recompense for a spouse's or companion's costs. Each Board member shall present a statement and applicable receipts, supported by appropriate documentation. Examples of reimbursable expenses include:

- Travel costs to attend sanctioned Board committees
- Travel to meetings and community events (e.g., Chamber luncheons)
- Parking for District-approved events
- Meals or per diem during the course of an approved meeting or conference

Expenses falling outside of the above categories would need to be approved by the Board at the next regularly scheduled Board meeting.

Expenses incurred for lodging shall be covered at the actual cost of lodging for single occupancy only. Reimbursement for dual occupancy is acceptable when Board members share a room.

Travel shall be reimbursed at an amount equal to the rate per mile established by the Internal Revenue Service when private autos are used, or the actual cost where commercial transportation is provided.

Meals shall be reimbursed at the actual cost so long as these are in compliance with the District's Standard Operating Procedure – Travel Authorization and Expense Reimbursement. It shall be the responsibility of each Board member to prepare and present an account of expenses verified by receipts prior to reimbursement. It shall be the policy of the Board to keep all such financial transactions strictly public in an effort to preserve the public trust. Such reimbursement requests are to be considered public and shall be attached to the monthly register of bills to be paid.

~~It shall be the policy of the Board to keep all such financial transactions strictly public in an effort to preserve the public trust. The Board's quarterly per diem report will be included in the District's financial report each quarter.~~

5.8

Vacancies on the Board. It shall be the policy of the Board to declare a position on the Board vacant if: the incumbent dies, resigns, or is removed from office or no longer meets the qualification requirements of ORS 478.050.

In the event any of the above occurs, the Board will, at its next regularly scheduled meeting, deliberate the circumstances, may declare the position to be vacant by a majority vote of the Board, and then notify the Clackamas County Clerk of its decision.

5.9

Filling vacancies in the office of Director shall be in accordance with ORS 198 and ORS 255 as currently drafted or as amended from time to time.

5.10

When a District election is to be held for the purpose of electing members to the Board, the election officer shall cause to be published in accordance with ORS 255.075 the following information:

- Date of the election;
- Board positions to be voted upon;
- Latest date candidates may file for office.

The Clackamas County Clerk, serving as elections officer, has total responsibility for the conduct and administration of District elections.

ARTICLE 6: OFFICERS OF THE BOARD

It shall be a policy of the Board to elect officers of the Board during the month of September.

6.1

Under ORS 478.250, the Board shall seat a President, a Vice President, and a Secretary/Treasurer at its September meeting or at such times as the existing officer may resign from their office or vacate membership on the Board. All officers shall be elected annually, with no officer serving more than two consecutive terms in any one office. Officers elected to fill an unexpired term shall serve until the end of their predecessor's term.

6.2

The President of the Board shall preside at all meetings of the Board and shall have the right to offer motions and amendments and to vote on motions put before the Board for action. The President shall sign on behalf of the Board such documents as may require an official signature.

6.3

The Vice-President shall perform all the duties of the President when acting in that capacity.

6.4

The Secretary/Treasurer of the Board or the Secretary/Treasurer's designee shall be responsible for keeping in the Board minutes an accurate record of all Board business as prescribed in ORS 192.620 and 192.650 regarding the Oregon Public Meeting Law.

6.5

The Secretary/Treasurer shall countersign such official documents requiring two Board members' signatures.

ARTICLE 7: POWERS AND DUTIES OF THE BOARD

It is the policy of the Board to exercise those powers granted to it by ORS 478 and to carry out those duties assigned to it as may best meet the fire and life-safety needs of the District.

7.1

Important activities of the Board are the formulation of policies regarding District programs and services. In carrying out its legislative and policy-making responsibility, the Board shall delegate the administrative and executive functions to the Fire Chief.

7.2

The basic manner in which members fulfill their office must be at a regular, special, committee, or workshop meeting, and may be a matter of public record. The method of participation is discussion, deliberation, debate and voting. All members including the President are expected to participate fully in deliberation and voting. Although it is the duty of every member who has an opinion on a question to express it by a vote, they can abstain, since they cannot be compelled to vote. In addition, recusals or abstentions from Board votes shall be allowed when a Board member missed a meeting and those meeting minutes are being approved, when a potential conflict is where a Board member's vote could affect the financial interests if said member or the member of their family, or with an actual conflict of interest when a Board member's vote would definitely have a financial effect on the financial interest of said member or the member of their family. Board members are encouraged to meet and discuss District business or Board relations with less than a quorum of the Board; but they shall not pre-arrange or promise votes or otherwise violate Oregon's public meetings law.

7.3

Board members, individually and collectively, act as representatives of the citizens of the District in maintaining and promoting fire and life-safety needs of the District.

7.4

Board members' decisions and actions shall best serve the needs of District citizens in light of available resources and information available to the Board at the time such decisions or actions are made.

7.5

The Board encourages members to participate in organizations such as the Oregon Fire District Directors Association, and others with similar benefit to the District. Membership fees shall be borne by the District and reasonable expenses incurred in attending meetings, seminars, and training sessions shall be borne by the District.

7.6

The Board members shall observe the Fire District's Conflict of Interest and Ethical Code Standard Operating Procedure, designed to guide their actions in carrying out their responsibilities. A Board member should strive to respect the authority of the majority and understand their role as a board member.

7.7

The Board makes yearly appointments, approvals, and reviews. The following guide shall be used to help maintain an efficient flow of District programs and services.

January

- Board approval of audit agreement
- Board approval of Clackamas Emergency Services Foundation budget
- ~~Progress report regarding the strategic goals as listed in the Strategic Business Plan.~~

February

- Election information – submit information for re-election to Board of Directors to the Clackamas County Election Division for May election (odd-numbered years).

March

- Board approval of three-year term renewals to the Clackamas Emergency Services Foundation Board

April

- Board approval of term renewal for Budget Committee Members
- Adoption of proclamation for EMS Week in May

May

June

- Swearing-in of elected/re-elected Board members (odd-numbered years)

- Board approval of the resolution to adopt the budget, make appropriations, and levy taxes for the next fiscal year

July

- ~~Progress Presentation of report regarding the strategic goals as listed in the Strategic Business Plan~~

August

- Adoption of proclamation for National Preparedness Month in September

September

- Annual election of Board officers – President, Vice-President, Secretary/Treasurer
- Board of Directors’ Policy Manual Review – First reading
- Adoption of proclamation for Fire Prevention Month in October

October

- Board committee/liaison assignments determined
- Board of Directors’ Policy Manual Review - Adoption

November

- Presentation of Annual Audit
- Board approval of Budget Officer for the next fiscal year

December

- Board approval for District’s Insurance Carrier for next calendar year

7.8

Board, ~~or a subcommittee thereof~~, shall bi-annually review ~~and participate in the updating of~~ the Strategic ~~Business~~ Plan.

7.9

The Board recognizes that it serves all people of the District and that each citizen of the District has individual political views. District staff, money, or resources may not be used to promote or oppose any political measure, initiative or referenda, PAC, or candidate. However, this section does not restrict the right of the Board or individual Board members to support or oppose such measures, initiatives or referenda, PACs, or candidates or express their own personal political views as long as they are not using government resources, facilities, staff, or time to do so. This section also does not prevent the Board from supporting or opposing legislative measures or providing neutral information on any measure, initiative, candidate, initiative, and referendum or recall petition.

7.10

The Board shall actively strive to involve the public in the decision-making process through periodic contact with community and civic groups.

7.11

The Board President and Secretary will be designated as signers on all District bank accounts.

ARTICLE 8: BOARD COMMITTEES/LIAISONS

It is the policy of the Board to establish committees/liaisons when it is found to be in the best interest of the District to do so. Generally speaking, such committees gather information, report to the Board, or advise the Fire Chief and ~~his or her~~their designated staff.

8.1

It is the policy of the Board to maintain the following standing committees/liaisons: ~~(see list in Appendix A):~~

- Capital Projects Committee
- Civil Service Commission Liaison
- Emergency Medical Services (EMS) Committee
- Executive Committee
- Foundation Liaison
- Interagency Committee
- Legislative Committee
- ~~Interagency Committee~~
- Volunteer Association Liaison

and other special committees/liaisons as deemed necessary. The Board President or designee shall outline the duties and responsibilities at the time of appointment. A Board member(s) shall serve on all standing or special committees of the Board. Special committees shall be considered dissolved upon submission of a final report unless their standing is continued by a vote of the majority of Board members.

8.2

The ~~Budget~~ Committee, as a legally mandated committee, shall be considered a standing committee whose duties continue year to year.

8.3

Committees may provide information and serve in an advisory role to the Fire Chief or ~~his or her~~their designee concerning District matters assigned to them. The Board is responsible for setting priorities and making policy.

8.4

It shall be the responsibility of the Fire Chief to advise the various committees as to the requirements of the Oregon Public Meetings Law (ORS 192.610 through 192.690) and the

Oregon Public Records Law (ORS 192.410 through 192.505).

The Fire Chief shall be responsible for compliance with the Public Meetings Laws (ORS 192.640).

ARTICLE 9: METHODS OF OPERATION OF BOARD MEETINGS

It is the policy of the Board that all meetings be conducted in accordance with Oregon and federal statutes and rules, the decisions of the courts, and with proper regard to "due process" procedures. In so doing, the Board will seek information from staff and other sources as appropriate before decisions are made on policy and procedural matters.

9.1

All meetings of the Board are open to the public, except as provided for in authorized Executive Sessions. Notice of all meetings and a copy of the proposed agenda shall be sent to all persons making request in writing and will be made available to the news media prior to the date of the meeting (ORS 192.610 - 192.690). A fee may be charged for copies of public records in accordance with rules established by the Board. ~~The District will cause the regular meeting date and time to be published monthly in the District newspaper of record.~~

9.2

All meetings are to have at least a 24-hour advance notice except in the case of an emergency (ORS 192.640). Board meeting notices are to be distributed to all District ~~members, posted to the District's website, stations and facilities~~ and the news media notified.

9.3

Regular meetings of the Board shall be held on the third Monday of each month at 5:00 pm and on the subsequent Monday if there is a conflict with a holiday, or at an alternate date and time as may be determined by the Board from time to time. The regular meeting of the Board in January and February of each year will be held on the fourth Monday of the month.

Meetings may be held as permitted by applicable law via teleconference, videoconference and/or, in person, at the Mt. Scott Fire Station located at 9339 SE Causey Avenue, Happy Valley. Meetings must meet –Oregon Public Meetings Laws. All meetings will allow members of the general public, to the extent reasonably possible, to attend and participate, as would an in-person attendee, by telephone, video, or other electronic or virtual means.

9.4

Special or emergency meetings of the Board may be called by the Board President or by petition from a majority of the Board members or by request of the Fire Chief. All such meetings must comply with Oregon Public Meetings law.

9.5

It is the intent of the Board to encourage attendance and participation at Board meetings by all interested persons and residents of the District.

9.6

In order to accomplish the tasks of the Board in an orderly and expeditious manner, the Board will attempt to limit repetitious testimony and discussion whenever possible so as not to inconvenience those persons bringing business before the Board. The Board may limit public comment to three minutes per speaker; although it may make exceptions to this rule from time to time. During public comment, the Board's job will be to listen and take notes. Board members may not be prepared at that time to answer inquiries or provide information; but may ask the President to place a discussion item on a future agenda or the Fire Chief or staff to follow up on certain discussion items.

9.7

The President may regulate the order and length of appearances and limit appearances to presentations of relevant points. The President may also permit audience comments relative to a specific motion prior to the final vote of the Board. The degree of audience comment will depend upon time available and the significance of the matter under discussion.

9.8

The Board shall provide in the agenda of its regular meeting a specific time to hear the public comments, concerns, and suggestions from its citizens or from visitors with interests in the District.

9.9

It shall be the policy of the Board to recognize itself as a policy-making body that deliberates at regularly scheduled meetings and each Board member shall make a diligent effort to be present and participate fully.

9.10

Robert's Rules of Order (revised) shall be adopted as the official procedures for conducting Board and committee meetings except where they are in conflict with any other procedures adopted by the Board.

9.11

The Fire Chief, in cooperation with the President, shall prepare an agenda for each meeting and have it available with supporting information, to each Board member at least 48 hours (except weekends) prior to each regular meeting.

9.12

A majority of the members of the Board shall constitute a quorum. The affirmative vote of at least three members present at any meeting having a quorum shall be considered sufficient for action, unless the law or these policies expressly requires a different number of affirmative votes for certain matters. —If only three members are present, constituting a quorum, a unanimous vote is required to approve a motion.

9.13

Board minutes shall reflect roll call votes at all times unless the vote is unanimous. Any Board member may request that a vote be changed if such request is made prior to consideration of the next order of business.

9.14

Any Board member may append onto the record, at the time of voting, a statement indicating the reason behind the vote, or the reason for abstaining. A Board member shall declare the nature of an asserted conflict of interest on the record where such a conflict exists. (ORS Chapter 244)

9.15

Board Executive Sessions may be attended by representatives of the news media per ORS 192.660 except for those sessions dealing with labor negotiations and litigation against the news medium. The Board may also invite necessary staff or personnel into an Executive Session as needed.

9.16

The Board recognizes the following as news media organizations eligible to attend Executive Sessions because they have an established history of meeting the requirements of this policy.

- The Oregonian
- The Clackamas Review/Oregon City News or affiliated newspapers
- Daily Journal of Commerce, Portland
- Willamette Week
- KGW, KATU, KOIN, KOPB and KPTV

9.17

Representatives of the above-named organizations shall be permitted to attend Executive Sessions upon a showing of their credentials. Other news media may attend an Executive Session if recognized through the procedure set forth in Section 9.19. Representatives of the organization shall provide evidence of their credentials prior to such session.

9.18

Representatives of news organizations not listed in Section 9.16 of this policy may apply for permission to attend Executive Sessions on behalf of a news organization by filing a request for

recognition with the Fire Chief following notice of the meeting and prior to an Executive Session the organization wishes its representative to attend. The review of the request shall be based upon a determination of the eligibility of the organization under this policy and evidence of the authority of a representative to appear on behalf of that organization. Once approved, the organization shall not be required to re-apply for recognition at future sessions unless the recognition is revoked or there is substantial reason to conclude that the organization is no longer eligible.

9.19

Standards for recognition for determining whether a news organization will be permitted to have its representative attend Executive Sessions will include the following criteria:

- If the organization is a print medium, the organization shall provide evidence of general or associate membership in the Oregon Newspaper Publishers Association.
- If the organization is a television or radio broadcaster, the organization shall provide evidence of membership in the Oregon Association of Broadcasters. Evidence of membership in the Associated Press shall also be sufficient.
- Alternatively, the organization may provide satisfactory evidence that it is organized and operated to regularly and continuously publish, broadcast or otherwise disseminate news to the public.
- The organization is determined to be a business entity that is institutionalized, is regularly represented by multiple personnel with defined roles within the organization.
- The organization that is institutionalized is regularly represented by multiple personnel with defined roles within the organization.
- The organization is committed and structured to support the terms of ORS 192.660(4) with respect to nondisclosure of information or discussion designated as confidential.
- The fact that an individual or group of individuals maintains a website or “blog” or corresponds with others on a matter does not in and of itself constitute being a news media organization under this policy. The District may make an independent decision, applying applicable law, regarding whether such individuals constitute “media,” taking into account whether the individual or organization regularly reports on District matters or on the issues being discussed, among other aspects.

9.20

A news media organization or representative denied recognition by the Fire Chief under this policy may appeal that decision by giving notice of appeal to the Fire Chief. The Board shall consider the appeal in open session prior to the scheduled Executive Session and may affirm, reverse or modify the Fire Chief’s determination.

9.21

Cameras or other recording devices may not be used in Executive Sessions, except for the official Executive Session recordings or notes made by District staff.

9.22

A representative of a news media organization that has a direct personal, business, or adverse legal interest in the subject of the Executive Session that would frustrate the purpose of the Executive Session may be barred from attending, subject to applicable law.

9.23

By attending the Executive Session, the news media organization and its representative agree not to print or publicly disclose the discussion at the session (per ORS 192.660(4)) until the Board of Directors has taken official action regarding the subject matter of the discussion.

9.24

The Board may revoke the recognition of a news media organization or a representative if, after notice to the organization or representative, the Board finds that the facts upon which original recognition was granted are no longer true, or upon a finding that the organization or its representative has willfully disclosed information or discussion at an Executive Session designated as confidential.

ARTICLE 10: MEETING MINUTES, PUBLIC RECORDS

10.1

The minutes of the meetings of the Board shall be maintained in the Administration Office of the District and shall provide for information as required by law (ORS 192) and Board policies.

10.2

The Board Secretary or staff designee shall record all proceedings of the Board meetings and file these in chronological order in a book provided for that purpose.

10.3

The official minutes of Board meetings, including supporting documents, shall be open to inspection by the public at the office of the Fire Chief during regular business hours. Minutes of executive meetings are not subject to this provision in accordance with ORS 192.

10.4

The District recognizes the right of any member of the public to inspect nonexempt public records in accordance with guidelines established by the Attorney General of the State of Oregon and District public records disclosure policies. When access to District records is granted, examination will be made in the presence of the record custodian regularly responsible for maintenance of the files or by a staff member designated by the Fire Chief. Some records are archived off-site. These may be requested and will be available at the Administration Office as

soon as practicable and without reasonable delay. The request must be made in writing and submitted in person, by mail, by fax or by e-mail (ORS 192.420). Pursuant to Oregon's public records law and the District's fee schedule, the District may charge the requestor a reasonable cost-based fee for disclosure of the records.

10.5

In accordance with the Oregon Public Records Law, certain records, such as executive meeting minutes, certain personnel records, and other confidential or exempt records are not included in the category of records to which the right of access is to be granted by the Fire District.

ARTICLE 11: DELEGATION OF BOARD AUTHORITY

11.1

The Board has primary responsibility for the approval of District plans and procedures and for the appraisal of the ways in which these decisions are implemented and results obtained. The Board recognizes its authority to delegate specific responsibilities to the Fire Chief for the implementation of the programs and services of the District.

11.2

The Board will approve a position description for the Fire Chief. The Board will negotiate and enter into a contract with the Fire Chief which specifies the terms and conditions of employment.

11.3

At such time that a vacancy occurs or is imminent in the Fire Chief's position, the Board President shall appoint a committee to begin the recruitment and selection process.

11.4

The Fire Chief shall serve as Executive Officer of the District and shall have the responsibility for:

- preparing the agenda in accordance with Section 9.11 for each meeting, attending all Board meetings, unless excused, and participating in deliberations of the Board as required;
- bringing to the attention of the Board matters requiring its consideration;
- reporting periodically to the Board on the progress of programs in the District;
- reporting to the Board any appointments, demotions, transfers, and dismissals in accordance with the policies and procedures of the Civil Service Commission as applicable;
- all personnel and administrative actions and decisions;
- other duties as more specifically provided in the employment contract and/or job description.

The Board delegates to the Fire Chief the function of specifying the required actions and designing the detailed arrangements under which the District will be operated. Such Standard Operating Procedures will detail the operations of the District.

11.6

The Board permits the Fire Chief to delegate to the Assistant Chiefs and the Chief Financial Officer the Fire Chief's responsibilities and functions under this article (Article 11 – Delegation of Board Authority), other sections of the Board of Directors' Policy Manual, and the Fire Chief's job description and those responsibilities and functions as may be assigned to the Fire Chief by Board action.

11.7

In the case of the Fire Chief's incapacitation, responsibilities and functions delegated to the Fire Chief shall be transferred to the Assistant Chiefs and the Chief Financial Officer until such time as the Board selects a new fire chief (e.g., temporary, interim, acting, permanent).

ARTICLE 12: FIRE DISTRICT LEGAL COUNSEL

12.1

It shall be the responsibility of the Board to select legal counsel to represent the legal needs of the District. The Board shall have the responsibility to seek the advice of legal counsel whenever it is unclear regarding legal questions or whenever an action being considered by the Board may result in placing the District in legal jeopardy. When legal counsel is needed, the Fire Chief will make the contact regarding the issue in question unless the matter is in regard to the Fire Chief. If this is the case, the Board President or designee will initiate contact with legal counsel. Notwithstanding the above generally applicable rule, a Board Member may make direct, confidential contact with legal counsel if state or federal law requires that Board member to keep the information conveyed to counsel confidential. If possible, legal counsel will notify the Fire Chief or the Board President of such contact without divulging any confidential information.

ARTICLE 13: FIRE DISTRICT POLICY ON TAX INCREMENT FINANCING (URBAN RENEWAL) DISTRICTS.

13.1

The Board establishes the following general policy relating to urban renewal districts and tax increment financing. The proposed creation of each urban renewal district, or proposed amendments to existing urban renewal plans that increase the maximum indebtedness shall be individually reviewed and scrutinized by staff for economic and operational impact. Results of

these findings will be reported to the Board.

13.2

ORS Chapter 457 requires that urban renewal agencies "shall consult and confer" with each affected taxing district prior to presenting an urban renewal plan for approval but does not require consultation with such districts during a plan's development. Therefore, the District shall monitor municipalities within its jurisdiction for activity relating to both urban renewal districts and plan amendments and will notify such municipalities of the District's desire for early consultation and involvement.

13.3

ORS Chapter 457 provides the governing body of each taxing district with 45 days following receipt of the urban renewal plan and report to submit written recommendations to the urban renewal agency, which the municipality's governing body may accept, reject, or modify. Accordingly, it shall be the policy of this Board to specify to the governing body of the municipality approving the plan, in writing, any of its recommendations that are not included in the proposed plan.

13.4

Staff shall evaluate each proposed urban renewal plan and plan amendment that increases maximum indebtedness, for its short-term and long-term economic costs and benefits, and for its operational impact on the District. Such evaluation shall compare the costs and benefits with and without the urban renewal plan or amendment, as appropriate. Upon completion of this evaluation, staff will present a report to the Board.

13.5

In supporting our municipal partners' efforts to create jobs and promote economic development, the Board believes that properly constructed urban renewal plans that attract private investment, alleviate blighted areas and increase assessed value can ultimately benefit all public service providers. The staff and Board will continue to dialogue with the sponsoring agency prior to deciding whether to support, oppose, recommend changes, or remain neutral regarding the proposed urban renewal plan.

13.6

Believing that upon reaching a plan's maximum indebtedness urban renewal plans should be retired, the Board will generally oppose plan amendments that seek to increase maximum indebtedness.

13.7

Upon review of staff's evaluation and report on a proposed urban renewal plan or plan amendment the Board may:

- Support the proposed urban renewal plan or plan amendment when the use of tax increment

finance (TIF) is limited, generally, to the types of projects which have been shown to be effective in encouraging private investment, thereby increasing assessed value.

- Support the proposed urban renewal plan or plan amendment when the urban renewal plan does not rely exclusively on TIF but, rather, includes other funding sources such as general fund revenues, general obligation bonds or grants.
- Oppose approval of the proposed urban renewal plan or plan amendment when TIF is used to fund public amenities that are not shown to be effective in encouraging private investment.
- Oppose approval of the urban renewal plan or plan amendment when the use of TIF is proposed to fund improvements which are either outside of the urban renewal area or, to the extent that such improvements serve identified needs which are outside of the urban renewal area, is disproportionate to the relationship (assessed value or territory) of the urban renewal area to the balance of the jurisdiction.
- Oppose approval of the urban renewal plan or plan amendment when existing or anticipated District resources are insufficient to meet the anticipated demand caused by proposed plan-supported development.
- Recommend or request changes that improve the urban renewal plan or plan amendment; and support, oppose or remain neutral pending the city or county addressing those changes.

ARTICLE 14: DISTRICT POLICY ON ENTERPRISE ZONES

TAX ABATEMENT 14.1

The Clackamas Fire District #1 Board of Directors recognizes that ORS 285C.050 to 285C.250 authorize cities, counties and port authorities to establish Enterprise Zones (EZones). The stated purpose of an EZone is to stimulate and protect economic success by providing tax incentives for employment, business, industry and commerce and by providing adequate levels of complementary assistance to community strategies for such interrelated goals as environmental protection, growth management, and efficient infrastructure. The assumptions are that the program will encourage employers within the EZone to make investments in taxable property that would not otherwise be made, that the new property will result in the creation of new local jobs that would not otherwise be available, and that the investment property will remain as a valuable addition to the tax base after the tax exemption expires.

14.2

The process for creating an EZone requires that the sponsoring city, county or port authority submit the proposal to the Oregon Economic and Community Development Department for review and approval. ORS 285C.067 further requires that the sponsor consult with all taxing districts within the proposed EZone before submitting the application.

14.3

The Board adopts this policy on behalf of the District with respect to any property that is subject to the taxing authority of the District or to a contract for the services of the District. This policy shall provide guidance to local governments sponsoring EZones as to the position of the District on those EZones, and to the Fire Chief or their designee in responding to opportunities for

meetings or consultation with those sponsoring agencies.

14.4

The Board appreciates the importance of providing incentives for investments and job creation that an EZone may provide, so long as the deferment of taxes payable to the District does not impose a financial burden on District resources and require that the District provide fire and life safety services to the beneficiary without resources to do so. Ad valorem property taxes are virtually the only source of funds by which the District provides firefighting and emergency medical aid to the Clackamas County community. Providing for new taxable property and exempting it from the tax rolls means that the District must protect the property and the employees without the funds to do so. It is the Board's strong view that, if sponsoring agencies fail to consider carefully the impact of tax exemption on the District's ability to provide fire and life safety services, or if they waive or fail to implement the conditions provided by state law with respect to EZones, the very purpose of the program is defeated.

14.5

The Board requires as a condition of its assent to tax exemption that an agency sponsoring an EZone provide for an agreement with the applicant for tax-exemption providing for annual payment to the District during the term of tax exemption an amount equal to 30 percent of the District's current tax rate applicable to the exempt property to reimburse the District for that portion the District levy representing the direct cost of fire and emergency services for the exempt property.

14.6

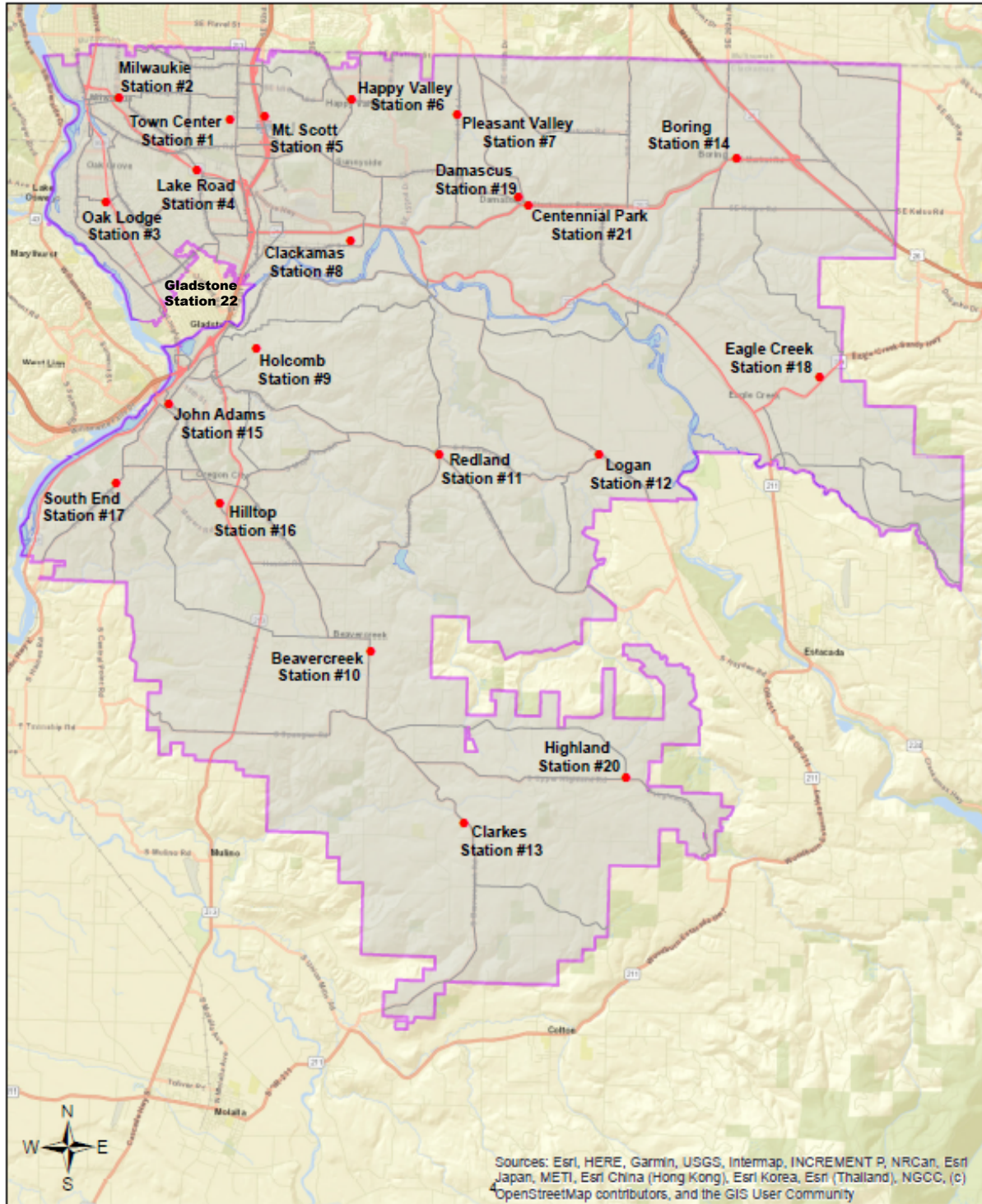
The Board welcomes the opportunity for the District to review the terms and provisions of any proposed EZone on a case by case basis, but by the adoption of this policy serves as notice of the Board's concerns regarding these issues:

- Existing EZone boundaries or exemption of taxable property should not be amended unless the sponsor, in consultation with the District, concludes that the amendment is in the best interests of the community at large and will not diminish the District's ability to provide services.
- Tax exemption granted to an eligible business should not be extended unless all terms of the original tax exemption grant, including the number of employees to be hired and the wages to be paid, have been met in full for the entire exemption period.
- Original requirements for tax exemption granted by a sponsor should not be amended, altered or waived if such action would reduce, eliminate or materially alter the requirements that were presented to the District as the conditions for the tax exemptions being granted, including without limitation the base wages to be paid and employee addition requirements.
- The Board may consider EZone proposals on a case--by--case basis, but generally will not support EZone applications for tax exemptions that propose primarily additions of machinery or equipment or upgrades, as such improvements generally do not add assessed value at the end of the exemption period due to depreciation, wear and tear or obsolescence, defeating the concept of added taxable value in the long term.

- Sponsoring agencies should require that applicants for tax exemption include proposals to enhance the level or efficiency of local public services within the proposed EZone, including firefighting and police services.
- The Board generally opposes any termination of the existing statutory sunset provisions for EZones. The District further opposes the creation of EZones on land that is or has formerly been designated as an urban renewal area.

APPENDIX A – DISTRICT MAP

Clackamas Fire District #1 Service Area



APPENDIX B – RESOLUTION 90-06

CLACKAMAS COUNTY FIRE DISTRICT
RESOLUTION 90-06
LOCAL CONTRACT REVIEW BOARD
and
PUBLIC CONTRACTING RULES

Whereas, ORS Chapter 279 authorizes any public agency having a governing body to designate its governing board as the local contract review board;

Whereas, Public contracting agencies are required to adopt and observe public contracting rules; therefore be it

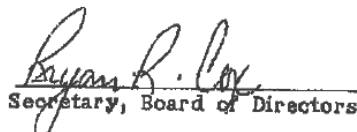
Resolved, That the Board of Directors of Clackamas County Fire District is hereby designated as the Local Contract Review Board;

Resolved, That by copy of this resolution, such intent be filed with the Clackamas County Commission; and be it further

Resolved, That the Board of Directors of Clackamas County Fire District hereby adopt OAR Chapter 137, Divisions 30 and 40, and OAR Chapter 125, Divisions 300 through 360 as rules for the Local Contract Review Board.

Adopted this date, December 10, 1990.


Chairman, Board of Directors


Secretary, Board of Directors

APPENDIX C - ORDINANCE C90-03

CLACKAMAS COUNTY FIRE DISTRICT
ORDINANCE C90-03
Prohibiting Fire Fighters of the District,
Volunteer or Otherwise, and Other
District Employees From Serving as
Directors.

Whereas, The Clackamas County Fire District is a duly organized fire protection district, established in accordance with Oregon Revised Statutes;

Whereas, ORS 478.050 authorizes the Board of Directors to prohibit, by ordinance, fire fighters, volunteer or otherwise, and other district employees from serving as directors of said district;

Whereas, It has been determined to be in the best interest of Clackamas County Fire District to prohibit the above mentioned fire fighters and employees from serving as directors of the Fire District;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF CLACKAMAS COUNTY FIRE DISTRICT ORDAIN AS FOLLOWS:

That a district director of Clackamas County Fire District shall be an elector, or an owner, within the said district and shall not be a fire fighter of the district, volunteer or otherwise, nor any other district employee; and further

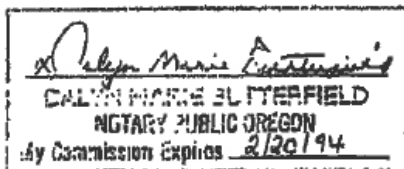
That the requirements of this ordinance do not apply to any regular district election which occurs less than one year after adoption of this ordinance.

READ by title this 10th day of December, 1990.

READ a second time by title and ADOPTED this 21st day of January, 1991.


Chairman, Board of Directors


Secretary, Board of Directors


CALVIN MARIE BUTTERFIELD
NOTARY PUBLIC OREGON
My Commission Expires 2/20/94

APPENDIX D – RESOLUTION C90-18

CLACKAMAS COUNTY FIRE DISTRICT
RESOLUTION C90-18
ESTABLISHING BOARD MEMBER
COMPENSATION & PER DIEM

Whereas, ORS 198.190 provides that members of governing bodies may receive up to \$50 per day, or portion thereof, as compensation for services performed as a member of the governing body;

Whereas, Such compensation is not considered lucrative under the law;

Whereas, The law also provides that the governing body may also provide reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred in performing official duties; therefore be it

Resolved, That the Board of Directors of Clackamas County Fire District hereby provides compensation for attendance at Board Meetings and committee meetings, and reimbursement for traveling and other expenses (per diem) in conformance with ORS 198.190; and be it further

Resolved, That the amounts of such compensation, per diem rates, and conditions shall be maintained as a statement of Board Policy.

Adopted this date, December 10, 1990.


Chairman, Board of Directors


Secretary, Board of Directors

APPENDIX E – CFD#1 BOARD COMMITTEES/LIAISONS



CFD#1 BOARD COMMITTEES/LIAISONS

CAPITAL PROJECTS COMMITTEE: To provide Board oversight and input into the District's capital needs. *Quarterly (Minimum)*

CIVIL SERVICE COMMISSION LIAISON: To provide Board representation at the Civil Service Meetings.

~~CLACKAMAS COUNTY COORDINATING COMMITTEE (C4) LIAISON: To provide Board representation to neighboring areas with which the District has significant relationships. *Monthly.*~~

EMS COMMITTEE: To provide input into the EMS service delivery system issues related to CFD1 from an elected representative's perspective. To provide Board representation with TVF&R and Lake Oswego Fire Dept. in providing consulting services regarding the EMS Consortium according to ORS 190. *Quarterly (Minimum)*

EXECUTIVE COMMITTEE: To provide a forum to enable the Board to review the annual performance of the Fire Chief and to perform other duties as assigned by the Board President. *Semi-annually (Minimum)*

FOUNDATION LIAISON: To provide timely updates and information to the Board on the affairs of the Foundation. The President shall appoint a Board member to act as a liaison between the Board and the Clackamas Emergency Services Foundation (Foundation). The liaison shall attend the *bimonthly* Foundation meetings and provide updates at the monthly Board meetings.

INTERAGENCY COMMITTEE: To provide Board representation to other governmental agencies and strategic partners that the District serves or has significant relationships with. Only two Board members will attend any one meeting. *Quarterly (Minimum)*

LEGISLATIVE COMMITTEE: To provide a forum for staff and Board representatives to discuss the political implications of Board action and impacts of legislative proposals. *Quarterly (Minimum)*

VOLUNTEERS' ASSOCIATION LIAISON: To provide Board representation at the Volunteer Association meetings. *Quarterly (Minimum)*

	2020/2021	2021/2022	Staff Liaison
CAPITAL PROJECTS COMMITTEE: To provide Board oversight and input into the District's capital needs. <i>Quarterly (Minimum)</i>	Trotter Wall	Hawes Wall	Chief Browne/ CFO Whitaker
CIVIL SERVICE COMMISSION LIAISON: To provide Board representation at the Civil Service Meetings.	None	Hawes	None
CLACKAMAS COUNTY COORDINATING COMMITTEE (C4) LIAISON: To provide Board representation to neighboring areas with which the District has significant relationships. <i>Monthly.</i>	Alt: Trotter	None	Chief Browne
EMS COMMITTEE: To provide input into the EMS service delivery system issues related to CFD1 from an elected representative's perspective. To provide Board representation with TVF&R and Lake Oswego Fire Dept. in providing consulting services regarding the EMS Consortium according to ORS 190. <i>Quarterly (Minimum)</i>	Cross Joseph	Cross Joseph	Division Chief HuffmanSantos
EXECUTIVE COMMITTEE: To provide a forum to enable the Board to review the annual performance of the Fire Chief and to perform other duties as assigned by the Board President. <i>Semi-annually (Minimum)</i>	Cross Joseph	Joseph Wall	Chief Browne
FOUNDATION LIAISON: To provide timely updates and information to the Board on the affairs of the Foundation. The President shall appoint a Board member to act as a liaison between the Board and the Clackamas Emergency Services Foundation (Foundation). The liaison shall attend the <i>bimonthly</i> Foundation meetings and provide updates at the monthly Board meetings.	Trotter	Cross	Chief Browne
INTERAGENCY COMMITTEE: To provide Board representation to other governmental agencies and strategic partners that the District serves or has significant relationships with. Only two Board members will attend any one meeting. <i>Quarterly (Minimum)</i>	Trotter Syring Joseph	Syring Joseph	Chief Browne
LEGISLATIVE COMMITTEE: To provide a forum for staff and Board representatives to discuss the political implications of Board action and impacts of legislative proposals. <i>Quarterly (Minimum)</i>	Joseph Wall	Joseph Wall	Chief Browne
VOLUNTEERS' ASSOCIATION LIAISON: To provide Board representation at the Volunteer Association meetings. <i>Quarterly (Minimum)</i>	Syring Alt: Trotter	Syring Alt: Hawes	Battalion Chief Deters Training Battalion Chief

SECTION 2
Clackamas Fire District #1

Resources

09/1920/221

Clackamas Fire District #1

Accounting Policies and Procedures Manual

Revised 09/19/2022

Clackamas County Fire District #1
Accounting Policies and Procedures Manual

Contents

Introduction.....	1
Division of Duties.....	2
Cash Receipts Procedures.....	5
Cash Disbursements Procedures.....	6
Reconciliations.....	7
Purchases.....	9
Fixed Asset Management.....	10
Payroll.....	11
Financial Reporting.....	12
Grant Compliance.....	13
Fiscal Policy Statements.....	14

Introduction

This manual has been prepared to document the internal accounting procedures for the Clackamas Fire District #1 (District). Its purpose is to ensure that financial assets are safeguarded, that financial statements are in conformity with generally accepted accounting principles, and that finances are managed with responsible stewardship, in accordance with all applicable state statutes.

All personnel with a role in the management of Clackamas Fire District #1 fiscal operations are expected to uphold the policies in this manual. It is the intention of the District that the accounting manual demonstrates our commitment to proper, accurate financial management and reporting.

Division of Duties

The following is a list of personnel who have responsibilities within the accounting department:

Budget Committee:

1. Reviews and approves annual budget.

Board of Directors:

1. Reviews all financial reports, including annual audit report.
2. Reviews and adopts annual budget.
3. Adopts resolution for interfund loans.
4. Adopts resolution for budget reallocations.
5. Adopts resolution for budget contingency transfer.
6. Reviews and approves all purchases of goods, services and construction projects exceeding \$50,000, unless special purchasing circumstances require board approval.

Fire Chief:

1. Reviews all financial reports.
2. With the Chief Financial Officer, and input from the rest of the organization, develops the annual budget.
3. Reviews and approves purchases up to \$50,000.
4. Reviews and approves all procurement card purchases for the executive team.

Assistant Chiefs

1. Reviews financial reports. Primary responsibility for report review under their area of responsibility.
2. With the Chief Financial Officer, and input from the rest of the organization, develops the annual budget.
3. Reviews and approves purchases up to \$50,000.
4. Reviews and approves all procurement card purchases for the direct reports in their division.

Division Chiefs:

1. Reviews financial reports. Primary responsibility for report review under their area of responsibility.
2. With the Chief Financial Officer, and input from the rest of the organization, develops the annual budget.
3. Reviews and approves purchases up to \$15,000.
4. Reviews and approves all procurement card purchases for the direct reports in their division.

Chief Financial Officer:

1. Supervises all accounting and financial functions of the District.
2. Supervises the work of all finance personnel.
3. Reviews all financial reports.
4. Responsible for accurate maintenance of the General Ledger, including journal entries, fund allocation, and trial balance.
5. Reconciles bank statements monthly.

6. Develops the annual budget with input from the rest of the organization.
7. Reviews and approves purchases up to \$50,000.
8. Directs audit preparation activities and process.
9. Reviews all disbursements for accuracy and conformity to the purchasing policy.
10. Provides oversight for purchasing guidelines.
11. Monitors cash flow and ensures appropriate distribution of cash across various forms of liquidity.
12. Directs investments in alignment with District's investment policy.

Finance Manager

1. Supervises the Accounts Payable (A/P) Administrative Technician and Accounts Receivable (A/R) Program Specialist.
2. Approves Munis contracts and contract change orders.
3. Approves AP transactions.
4. Creates journal entries.
5. Approves journal entries entered by others.
6. Reviews and approves purchases up to \$15,000 to ensure compliance with budget restrictions and procurement policies.
7. Provides oversight for the district's grant activities, including application, maintenance, closeout, and records.
8. Maintains capital assets in accounting software.
9. Leads physical inventory count process.

Battalion Chiefs, Captains, and Department Managers

1. Reviews financial reports. Primary responsibility for report review under their area of responsibility.
2. With the Chief Financial Officer, and input from the rest of the organization, develops the annual budget.
3. Reviews and approves purchases up to \$15,000.
4. Reviews and approves all procurement card purchases for the direct reports in their division.

Accounts Payable (A/P) Administrative Technician:

1. Reconciles and processes all accounts payable.
2. Runs checks weekly in conformance with payable dates.
3. Reconciles A/P Aging Report to Trial Balance Report quarterly.
4. Files 1099s at calendar year end.
5. Provides support during the annual audit

Accounts Receivable (A/R) Program Specialist:

1. Prepares A/R invoices to send out.
2. Posts deposits to accounting software.
3. Reconciles A/R Aging Report to Trial Balance Report quarterly.
4. Manages grant billing and reimbursements.
5. Approves AP transactions.
6. Provides backup to Payroll Manager.
7. Provides support during the annual audit.
8. Approves vendor changes.

Payroll Manager:

1. Prepares payroll twice monthly.
2. Reconciles completed payroll to Telestaff.
3. Transfers required funds from the LGIP account to the checking account.
4. Provides required reports to the Chief Financial Officer for payroll verification and reporting.
5. Maintains employee files and payroll records.
6. Process payment of all retirement accounts.
7. Processes electronic PERS System, payroll taxes, and other withholding and benefit payments.
8. Process annual workers compensation reports and audit.
9. Provides support during the annual audit.

Front Office Administrative Technician:

1. Receives checks and cash, uploads to bank website or deposits at bank.

Fleet Services Administrative Technician:

1. Maintains W-9 files for vendors.
2. Maintains vendor setup and revisions in accounting software.

Cash Receipts Procedures

1. Checks are deposited to the checking account weekly.
2. The Front Office Administrative Technician receives all incoming mail. Checks received by the Administrative Technician are stamped “for deposit only” and sorted by revenue type/GL account in a file drawer. The checks are stored until it is time for the weekly deposit to be prepared.
3. The Front Office Administrative Technician scans the checks into the Finance deposits folder.
4. The Front Office Administrative Technician electronically deposits the checks to the bank and stores the original checks in a file drawer.
5. After depositing the checks, the Front Office Administrative Technician downloads the daily deposit report from the bank and saves it to the Finance deposits folder.
6. The Accounts Receivable Program Specialist uses the daily deposit report and scanned checks to fill an excel sheet with the deposit date, customer name, customer number, dollar amount, check number, and appropriate GL.
7. The Accounts Receivable Program Specialist records the deposit to the general ledger in Munis.
8. The Accounts Receivable Program Specialist saves the spreadsheet and Munis journal report to the Finance deposits folder.
9. The CFO or Finance Manager reconcile the journal with the bank statement.

LGIP Transfers:

The Finance Manager and Chief Financial Officer shall maintain the checking account balance at a level that is sufficient to meet near-term obligations. Remaining funds shall be kept in the Local Government Investment Pool or other investments to maximize interest earnings. All funds received shall be deposited into the checking account. It will be necessary to transfer funds from the LGIP account into the checking account. In order to transfer funds from the LGIP into the checking account, the following procedures shall be followed:

The Finance Manager and Chief Financial Officer shall monitor the balance in the checking account, and determine if there are adequate funds to pay the daily expenses. The Finance Manager and Chief Financial Officer shall transfer funds as necessary. The Payroll Manager shall transfer funds from LGIP to the checking account each pay period to cover payroll. The Benefits Specialist shall transfer funds from LGIP to the checking account as necessary to cover health claims reimbursements. The Accounts Receivable Program Specialist shall record the LGIP transfers in Munis monthly. The Chief Financial Officer shall reconcile the transfers with the checking account and LGIP monthly statements.

Cash Disbursements Procedures

1. Incoming invoices are emailed or mailed to the responsible department by vendors.
2. The department reviews the invoice for accuracy, using three-way match, to ensure that the invoice, purchase order or contract, and goods/services received match.
3. For invoices to be paid against a purchase order, the department reaches out to Logistics to request that Logistics performs goods receipt in Munis.
4. The department uploads the invoice to the Invoice SharePoint folder for the Accounts Payable Administrative Technician to access.
5. The Accounts Payable Administrative Technician reviews the invoice for accuracy, using three-way match, to ensure that the invoice, purchase order or contract, and goods and services received match.
6. Once weekly, disbursements are prepared by the Accounts Payable Administrative Technician for expenses, debts and liabilities of the District.
7. The Accounts Payable Administrative Technician is responsible for the preparation of disbursements. Disbursements are to be made by check or electronic fund transfer.
8. After three-way match is confirmed by the Accounts Payable Administrative Technician, they perform invoice entry in Munis.
9. The Accounts Payable Administrative Technician releases the invoice in Munis for review and approval.
10. The Accounts Receivable Program Specialist or Finance Manager review the invoice in Munis for accuracy, using three-way match, to ensure that the invoice, purchase order or contract, and goods and services received match.
11. After the invoices are approved in Munis, the Accounts Payable Administrative Technician posts the invoices for payment.
12. The Accounts Payable Administrative Technician loads the check printer with check stock, inserts the USB security key into the printer, and prints the checks.
13. The Accounts Payable Administrative Technician downloads the cash disbursements journal, EFT report, and Positive Pay report and saves them into the Finance drive.
14. The Finance Manager reviews the cash disbursements journal and uploads the EFT report and Positive Pay file to the bank.
15. The CFO or Payroll Specialist approves the uploaded EFT report and Positive Pay file in the bank's system.
16. The Accounts Payable Administrative Technician delivers checks to USPS on the same day of printing.
17. The CFO or Finance Manager reconciles the transactions with the bank statement.

Reconciliations

Bank Reconciliations:

1. Monthly bank statements for Key Bank and LGIP are saved to the month-end folder on the District's finance drive.
2. BAI files from Key Bank are uploaded into Munis Bank Reconciliation Manager frequently (at least monthly).
3. Bank Reconciliation Manager in Munis:
 - a. Auto match Munis transactions to Key Bank transactions.
 - b. CFO or Finance Manager manually match remaining transactions.
 - c. If discrepancies are found (bank transaction amount does not match Munis transaction amount, bank deposit or withdrawal not recorded in Munis, etc.), CFO or Finance Manager research and develop solution to resolve discrepancy (correcting journal entry, enter new transaction into Munis, inquire with bank or vendor).
4. CFO completes Key Bank reconciliation with general ledger:
 - a. Compare month-ending balance in -1120 (Cash in Bank) account in Munis with month-ending amount on Key Bank statement.
 - b. Ensure that balances match after accounting for:
 - i. Uncleared checks—Identify outstanding, uncleared checks utilizing Check Register Search in Bank Reconciliation Manager.
 - ii. Munis transactions not yet processed through the bank—Some transactions, particularly certain payroll transactions (PERS, VOYA deferred comp), will hit the general ledger in Munis on the last day of the month, but not be paid through the bank until the following month.
 - iii. Bank transactions with a Munis cash disbursement date in the following month—certain wires or automatic payments may be entered into Munis after the end of the month.
 - c. Reconciliation spreadsheet for each month saved on F: drive.
 - d. Reconciliation spreadsheet reviewed for accuracy by Finance Manager.
 - e. CFO and Finance Manager sign spreadsheet.
5. CFO completes LGIP reconciliation with general ledger:
 - a. Confirm that month-ending balance in -1130 (Cash – LGIP) account in Munis matches month-ending amount on LGIP statement after:
 - i. AR accountant enters transfers from LGIP to Key Bank for the month.

- ii. CFO enters transfers from Key Bank to LGIP for the month.
 - iii. CFO enters property tax deposits into LGIP for the month.
 - iv. CFO enters LGIP interest earnings for the month.
 - v. CFO enters any direct wires from LGIP to vendors for the month (occasionally debt service payments may be made directly from the LGIP account).
- b. Save reconciliation spreadsheet the Finance drive.

Reconciliations of Other General Ledger Accounts:

Each quarter the Finance staff shall review the ending balance shown on balance sheet accounts such as accounts receivable, accounts payable, and other liability accounts. The Finance team shall review the schedules of accounts receivable and deferred revenue and the aging of accounts payable to support the balances shown on the balance sheet.

Purchases

The District shall maintain a Purchasing Policy that is compliant with ORS 279A, 279B, and 279C. The Purchasing Policy will define:

1. Expenditure authority by position, including which purchases require Board of Directors approval.
2. Procurement methods by cost threshold for goods and services, personal services, public improvement projects, and emergency purchases.
3. Exceptions to regular procurement methods that have been approved by the Board of Directors.
4. Internal controls necessary to ensure that the district's purchasing rules are adhered to.

The District shall also maintain a procurement card policy to ensure that proper internal controls are followed and that procurement cards are only used for authorized District purposes and within purchasing rules.

Fixed Asset Management

1. The District maintains a permanent property log or database for all fixed assets with an initial cost of more than \$5,000 and an estimated life in excess of one year.
2. The log shall contain the following information:
 - date of purchase
 - description of item purchased
 - received by donation or purchased
 - cost or fair market value on the date receipt
 - donor or funding source, if applicable
 - funding source restrictions on use or disposition
 - identification/serial number (if appropriate)
 - depreciation period
 - vendor name and address
 - inventory tag number (all fixed assets shall be tagged with a unique identifying number)
3. At least every other year, a physical inspection and inventory shall be taken of all District fixed assets and reconciled to the general ledger balances. Adjustments for dispositions shall be made.
4. District personnel will follow the District's purchase policy and asset disposal policy to ensure asset purchases, sales, and retirements are accurately recorded in the District's financial system.
5. All capital items which have a cost greater than \$5,000 will be capitalized and depreciated.

Payroll

The District shall maintain the following internal controls related to payroll:

1. Any persons running payroll cannot make changes in the timekeeping system (Telestaff). The only exception to this rule is to edit shift employees sick leave entries to health and wellness leave in accordance with CBA article 21.3.
2. The payroll department may upload payroll and vendor files to the banking system (Key Bank), however a second employee outside of the payroll department must approve the bank file in order for processing to be complete.
3. Employees outside of the payroll department will reconcile all payroll transactions in the accounting software (Munis) to verify payroll and bank transactions match.
4. All general journal entries will be made by employees outside of the payroll department.
5. A signature key will be kept in a separate location from the check printer. Checks will not be able to print without the signature key.
6. Blank checks will be kept in a locked drawer and the key will be kept in a separate location.

The District shall also maintain a Pay Practices policy to ensure that local, state, and federal laws regarding employee compensation are adhered to. Pay rates and pay practices will follow the collective bargaining agreements, working agreements, and contracts of the district.

Financial Reporting

Monthly Reports:

The Chief Financial Officer and Finance Manager shall prepare a set of monthly financial reports for distribution to the Fire Chief, Executive Team, and Board of Directors. The reports shall include a budget-to-actual report for the annual operating budget.

Financial reports with updated budget-to-actuals are also available to District staff through Munis, the District's financial system.

Year-End Report/Audit:

Pursuant to Oregon statutes, the District undergoes a comprehensive independent financial audit. At fiscal year-end, a year-end Audit report shall be prepared summarizing the total income and expense activity for the year. This report will be initially reviewed by the Fire Chief, Chief Financial Officer, and the Finance Manager, and then by the Board of Directors.

Grant Compliance

1. Grant applications shall not be submitted without approval of the Fire Chief and Chief Financial Officer.
2. When a new grant is received or renewed, the Finance Manager shall set up a permanent file for the grant and maintain the contract along with any other financial correspondence regarding the grant.
3. It is the responsibility of the Finance Manager to review the grant contract and extract any fiscal items which must be complied with by the District. Typically, for government grants, reference will be made to various publications put out by the Office of Management and Budget (OMB) and FEMA to which District is responsible for adhering.
4. It is a policy of the District to adhere to any restrictions imposed by its funders, both governmental and private. Therefore, District employees are expected to bring to the attention of management, any instances of non-compliance.
5. Grant funds will be deposited in the District's Grant Fund.

Fiscal Policy Statements

1. All cash accounts owned by Clackamas Fire District #1 will be held in financial institutions which are federally insured and participate in the Oregon State Treasury's Public Funds Collateralization Program. .
2. All capital expenditures which exceed \$5,000 and have a useful life in excess of one year will be capitalized on the books and records of the District.
3. No salary advances will be made under any circumstances.
4. Fiscal management personnel are required to take annual vacation which will not interfere with fiscal procedures. Variances to this policy shall be made in special circumstances, with written permission from the Fire Chief.
5. It is the policy of District to reimburse out of pocket expenses only when supporting documentation has been presented for approved costs incurred.
6. The Fire Chief and two Board Members are signators of all District bank accounts. Two signatures are required for all disbursements.
7. Bank statements will be reconciled monthly to account for any outstanding or lost checks.
8. Expense reports will be maintained which will disclose the nature of expenses, and the dates incurred.
9. Separate files will be maintained for each bank account and each vendor. Files will be kept separately for each fiscal year.
10. The services of a Certified Public Accountant will be engaged to prepare a formal financial audit of the District fiscal year-end.

Section 3

Clackamas Fire District #1

Cash Management Policy

Revised ~~10/16/2017~~09/12/22

**SECTION 3
CLACKAMAS FIRE DISTRICT #1
CASH MANAGEMENT POLICY AND PROGRAM**

INTRODUCTION

Clackamas Fire District #1 typically receives 93 percent of its property tax revenue during the months of November through March. During the other seven months, the Fire District relies somewhat on a modest amount of tax revenue, but much more on the financial assets received and invested during the high revenue period of late fall and winter. The Fire District’s fiscal management policies, therefore, profoundly affects its ability to provide service during the rest of the year.

The objectives of any governmental organization, which relate to its fiscal management, are to maintain sufficient liquidity of assets so that obligations are paid when due, to ensure the safety of principle, and to maximize investments revenues. The techniques used to attain these objectives are commonly referred to as “cash management”. Both law and public policy regulate an organization’s cash management program.

Oregon Revised Statues 294.005 through 294.155 specify the manner with which public funds are administered, and ORS 295.005 through 295.110 regulate deposits of public funds and securities. Though the law specifies that the Board of Directors of the Fire District are legally accountable for the proper management of the public funds entrusted to them, realities dictate that the responsibility for cash management should be delegated to a “custodial officer” with which to administer the Fire Districts cash management program.

SCOPE

The cash management program applies to financial assets of all funds accounted for in the annual budget of the Fire District. Investments detailed by the program make up the Fire District’s “short-term investment portfolio.” The investments permitted by the cash management program are limited to maturities of ~~the~~ one year or less. Long term investments (up to or longer than ~~nt~~ 18 months) outside of the Local Government Investment Pool (LGIP); may be authorized by action of the Board of Directors.

AUTHORITY

The Board of Directors designates the Fire Chief as the custodial officer. The custodial officer has the responsibility to ensure that cash is available to meet day-to-day demands, and to invest excess cash, while adhering to requirements set forth in ORS and this policy. In the absence of, or at the request of the custodial officer, the Fire District’s ~~Finance Director~~Chief Financial Officer has the authority to:

- a) Reinvest existing investments for 30 days or less
- b) Deposit mature investments to the Local Governments Investment Pool (LGIP) account or into the Districts general operating, or “sweep,” account,
- c) Deposit tax and other receipts into either LGIP or sweep accounts, and

- d) Transfer operating funds from the LGIP account to the sweep account as required.

POLICY

It is the policy of the Fire District that surplus financial assets shall be invested in order to provide maximum return balanced by safety of capital. To accomplish these goals, the custodial officer shall place excess funds in the Fire District's short-term investment portfolio. The standard of "Prudent investor" shall be applied to all investment decisions; that is, investments shall be made with judgment and care, not for speculation, but for investment—considering the probable safety of capital as well as the expected income to be derived. Investments shall at all times conform to the list of authorized investments published by the Oregon State Treasurer (Exhibit 1).

GOALS

The goals of the cash management program are itemized in order of the relative importance.

1. To provide safety of capital. Safety shall be accomplished by diversifying instruments, institutions, or the mix of assets within an investment, and by attention to the quality of the investments.
2. To ensure the legality of investments. Legality shall be accomplished by attention to constraints as outlined in ORS 294.035 through 294.048.
3. To provide liquidity sufficient for cash disbursements. Liquidity shall be accomplished maintaining appropriate balance of working capital in the LGIP and SWEEP accounts, and by matching investment maturities with anticipated cash flow requirements.
4. To earn a rate of return at least equal to the return of a comparable maturing U.S. Treasury Bill, as stated d in a 360-day yield.

DIVERSIFICATION

The Custodial Officer will determine the appropriate percentage of the Fire District's assets to apply to the district's portfolio, and the percentage to keep available for operating funds. The Districts, as a matter of policy, will diversify its portfolio in order to avoid unreasonable risk. Specifically, the District will attempt to ensure that its assets are invested across investment type, maturity, and institution subject to the following guidelines.

1. The District may invest its surplus up to 100 percent of its financial assets 7 in the LGIP 2, which is operated dmg by the Oregon State Treasurer.
2. If the Fire District elects not to invest 100 percent in the LGIP, the balance of the portfolio will be distributed according to the mix described in Exhibit 2.

CONTROL

1. The custodial officer shall routinely monitor the contents of the investment portfolio, the available markets, and the relative values of competing instruments. The portfolio shall be lawfully adjusted as necessary, and in accordance of the cash management program.
2. The custodial officer shall maintain a log of investments purchases which details investments, maturities, yields, and fees. The investment log shall be available for review by the Board of Directors, the auditors, and the public.
3. A financial report which outlines outstanding investments shall be prepared for presentation to the Board of Directors at each monthly meeting by the custodial officer.
4. In event that major market changes occur which significantly impact the stated objectives of the cash management program, the custodial officer shall act appropriately and report to the Board of Directors at the earliest opportunity
5. Investment securities purchased by the Fire District may be held in third party safekeeping by the institution, or by the Fire District's custodial bank. The institution shall issue a safekeeping receipt to the District listing the specific instruments, rate, maturity, and other pertinent information.
6. Deposit securities (i.e. certificates of deposit) shall be collateralized through the State Collateral Pool as required by ORS for any amount exceeding FDIC or FSLIC coverage. Other securities shall be collateralized by the actual securities held in safekeeping by the institutions.

REVIEW

This policy shall be annually reviewed and modified, if appropriate, at the end of each fiscal year by the Board of Directors unless the Fire District needs or market changes warrant an earlier review.

EXHIBIT 1

Local Government Investments

Allowed by ORS

U.S. Government and Agency Securities
For Local Government Investments
Under ORS 294.035 and 294.040
Provided Pursuant to ORS 294.046
Revised 2015

294.035 Investment of surplus funds of political subdivisions; approved investments.

(1) Subject to ORS 294.040 (Restriction on investments under ORS 294.035) and 294.135 (Investment maturity dates) to 294.155 (Annual audit report), the custodial officer may invest any sinking fund, bond fund or surplus funds in the custody of the custodial officer in the bank accounts, classes of securities at current market prices, insurance contracts and other investments listed in this section, but only after obtaining from the governing body of the county, municipality, political subdivision or school district a written order that has been entered in the minutes or journal of the governing body.

(2) This section does not:

(a) Limit the authority of the custodial officer to invest surplus funds in other investments when the investment is specifically authorized by another statute.

(b) Apply to a sinking fund or a bond fund established in connection with conduit revenue bonds issued by a county, municipality, political subdivision or school district for private business entities or nonprofit corporations.

(3) Investments authorized by this section are:

(a) Lawfully issued general obligations of the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government and obligations whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government.

(b) Lawfully issued debt obligations of the agencies and instrumentalities of the State of Oregon and its political subdivisions that have a long-term rating of A or an equivalent rating or better or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization.

(c) Lawfully issued debt obligations of the States of California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating of AA or an equivalent rating or better or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization.

(d) Time deposit open accounts, certificates of deposit and savings accounts in insured institutions as defined in ORS 706.008 (Additional definitions for Bank Act), in credit unions

as defined in ORS 723.006 ("Credit union" defined) or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state.

(e) Share accounts and savings accounts in credit unions in the name of, or for the benefit of, a member of the credit union pursuant to a plan of deferred compensation.

(f) Fixed or variable life insurance or annuity contracts as defined by ORS 731.170 ("Life insurance") and guaranteed investment contracts issued by life insurance companies authorized to do business in this state.

(g) Trusts in which deferred compensation funds from other public employers are pooled, if:

(A) The purpose is to establish a deferred compensation plan;

(B) The trust is a public instrumentality of such public employers and described in section (2)(b) of the Investment Company Act of 1940, 15 U.S.C. 80a-2(b), as amended, in effect on September 20, 1985, or the trust is a common trust fund described in ORS 709.170 (Establishment of an investment in common trust funds);

(C) Under the terms of the plan the net income from or gain or loss due to fluctuation in value of the underlying assets of the trust, or other change in such assets, is reflected in an equal increase or decrease in the amount distributable to the employee or the beneficiary thereof and, therefore, does not ultimately result in a net increase or decrease in the worth of the public employer or the state; and

(D) The fidelity of the trustees and others with access to such assets, other than a trust company, as defined in ORS 706.008 (Additional definitions for Bank Act), is insured by a surety bond that is satisfactory to the public employer, issued by a company authorized to do a surety business in this state and in an amount that is not less than 10 percent of the value of such assets.

(h)(A) Banker's acceptances, if the banker's acceptances are:

(i) Guaranteed by, and carried on the books of, a qualified financial institution;

(ii) Eligible for discount by the Federal Reserve System; and

(iii) Issued by a qualified financial institution whose short-term letter of credit rating is rated in the highest category by one or more nationally recognized statistical rating organizations.

(B) For the purposes of this paragraph, "qualified financial institution" means:

(i) A financial institution that is located and licensed to do banking business in the State of Oregon; or

(ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon.

(C) A custodial officer shall not permit more than 25 percent of the moneys of a local government that are available for investment, as determined on the settlement date, to be invested in banker's acceptances of any qualified financial institution.

(i)(A) Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Corporate indebtedness described in this paragraph does not include banker's acceptances. The corporate indebtedness must be issued by a commercial, industrial or utility business enterprise, or by or on behalf of a financial institution, including a holding company owning a majority interest in a qualified financial institution.

(B) Corporate indebtedness must be rated on the settlement date P-1 or Aa or better by Moody's Investors Service or A-1 or AA or better by Standard & Poor's Corporation or equivalent rating by any nationally recognized statistical rating organization.

(C) Notwithstanding subparagraph (B) of this paragraph, the corporate indebtedness must be rated on the settlement date P-2 or A or better by Moody's Investors Service or A-2 or A or better by Standard & Poor's Corporation or equivalent rating by any nationally recognized statistical rating organization when the corporate indebtedness is:

(i) Issued by a business enterprise that has its headquarters in Oregon, employs more than 50 percent of its permanent workforce in Oregon or has more than 50 percent of its tangible assets in Oregon; or

(ii) Issued by a holding company owning not less than a majority interest in a qualified financial institution, as defined in paragraph (h) of this subsection, located and licensed to do banking business in Oregon or by a holding company owning not less than a majority interest in a business enterprise described in sub-subparagraph (i) of this subparagraph.

(D) A custodial officer may not permit more than 35 percent of the moneys of a local government that are available for investment, as determined on the settlement date, to be invested in corporate indebtedness, and may not permit more than five percent of the moneys of a local government that are available for investment to be invested in corporate indebtedness of any single corporate entity and its affiliates or subsidiaries.

(j) Repurchase agreements whereby the custodial officer purchases securities from a financial institution or securities dealer subject to an agreement by the seller to repurchase the securities. The repurchase agreement must be in writing and executed in advance of the initial purchase of the securities that are the subject of the repurchase agreement. Only securities described in paragraph (a) of this subsection may be used in conjunction with a repurchase agreement and such securities shall have a maturity of not longer than three years.

The price paid by the custodial officer for such securities may not exceed amounts or percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board created by ORS 294.885 (Oregon Short Term Fund Board).

(k) Shares of stock of any company, association or corporation, including but not limited to shares of a mutual fund, but only if the moneys being invested are funds set aside pursuant to a local government deferred compensation plan and are held in trust for the exclusive benefit of participants and their beneficiaries.

(L) The investment pool as defined in ORS 294.805 (Definitions for ORS 294.805 to 294.895) and, with the approval of the State Treasurer, any other commingled investment pool that may be established in the discretion of the State Treasurer for investment of the funds of local governments. The State Treasurer may require the governing body of a local government to enter into an investment agreement with the State Treasurer as a condition of investing funds in a commingled investment pool under this paragraph. [Amended by 1957 c.53 §1; 1957 c.689 §1; 1965 c.404 §1; 1973 c.157 §1; 1973 c.288 §1; 1974 c.36 §9; 1975 c.359 §3; 1977 c.300 §1; 1981 c.804 §84; 1981 c.880 §13; 1983 c.456 §2; 1985 c.256 §2; 1985 c.440 §1; 1985 c.690 §2; 1987 c.493 §1; 1991 c.459 §379; 1993 c.59 §1; 1993 c.452 §1; 1993 c.721 §1; 1995 c.79 §102; 1995 c.245 §2; 1997 c.249 §91; 1997 c.631 §446; 1999 c.601 §1; 2001 c.377 §43; 2003 c.405 §1; 2005 c.443 §§13,13a; 2009 c.821 §25; 2013 c.192 §1; 2014 c.18 §1]

294.040 Restriction on investments under ORS 294.035. The bonds listed in ORS 294.035 (3)(a) to (c) may be purchased only if there has been no default in payment of either the principal of or the interest on the obligations of the issuing county, port, school district or city, for a period of five years next preceding the date of the investment. [Amended by 1995 c.245 §3; 2005 c.443 §21]

294.046 List of approved securities for investment under ORS 294.035; distribution. The State Treasurer shall prepare and keep current a list of agencies and instrumentalities of the United States with available obligations that any county, municipality, political subdivision or school district may invest in under ORS 294.035 (3)(a) and 294.040. The list shall be distributed, upon request, to any county, municipality, political subdivision or school district. [1973 c.157 §3; 1975 c.359 §4; 1995 c.245 §4; 2005 c.443 §22]

EXHIBIT 2

Authorized Investment Mix

CLACKAMAS FIRE DISTRICT #1

Authorized Investment Mix for Investments Outside LGIP

<u>Investment Types</u>	<u>Maximum % of Portfolio</u>
<u>US treasury Bills, Bonds, Notes, & STRIPS</u>	<u>100%</u>
<u>Federal Agency Bonds and STRIPS</u>	<u>90%</u>
<u>Bank Liabilities</u>	
<u>CD's</u>	<u>50%</u>
<u>Bank Acceptance (25% w/any on bank)</u>	<u>50%</u>
<u>Repurchase Agreements</u>	
<u>With one institution</u>	<u>10%</u>
<u>Overnight Repos with one institution</u>	<u>25%</u>
<u>Commercial Paper A-2/P-2 or better</u>	
<u>Oregon Issue (up to 10% with any one)</u>	<u>20%</u>
<u>Savings and Loan Liabilities</u>	
<u>CD's (up to 150,000 w/any one institution)</u>	<u>25%</u>

<u>Maturity Scheduling</u>	<u>Minimum % of Portfolio</u>
<u>Under 30 Days</u>	<u>10%</u>
<u>Under 180 Days</u>	<u>50%</u>
<u>Under 270 Days</u>	<u>85%</u>
<u>Under 1 Year</u>	<u>100%</u>

Clackamas Fire District #1

Ending Fund Balance

INTRODUCTION

Clackamas Fire District #1 follows a fiscal year that begins on July 1 of each year and ends on June 30 of the following year. The primary source of revenue for the district is property taxes, which are assessed effective July 1, but are usually not received until around the middle of November. The Fire District therefore must either operate on cash that is carried over from the previous year or borrow money to meet operating needs.

The Fire District carries an ending fund balance—or carryover—that is intended to provide working capital from the end of the fiscal year in July until the receipt of property tax revenue in mid-November. The working capital is referred to as “Ending Fund Balance” from the previous budget year which becomes “Beginning Fund Balance” in the following year. According to ORS 294.371,

“A municipal corporation may include in its budget an estimate of unappropriated ending fund balance for each fund, for use in the fiscal period following that for which the budget is being prepared. The estimate authorized by this section represents cash or net working capital which will be carried over into the year following the ensuing fiscal year for which the budget is being prepared...The unappropriated ending fund balance authorized by this section shall become a budget resource at the close of the ensuing fiscal year for the succeeding year.”

Because the ending fund balance becomes a resource at the beginning of the succeeding year, it is important to ensure that the district maintains the working capital in its ending fund balance to meet cash-flow requirements in the months preceding the receipt of tax dollars.

SCOPE

The ending fund balance policy applies only to the general fund and to the accounting line items identified as “Ending Fund Balance” and “Beginning Fund Balance” in the Fire District’s annual budget.

AUTHORITY

The Board of Directors designates the Fire Chief as the custodial officer of all Fire District financial accounts. The custodial officer has the responsibility to ensure that the district can meet day-to-day demands and also to ensure that the district can access the resources necessary to meet cash flow requirements during the months prior to receiving property taxes. Among those responsibilities are:

- Recommending board action on cash-flow requirements.
- Taking the steps necessary to ensure that the district has the operating resources necessary to meet its cash-flow needs, and
- Developing contingency plans for those years when the district falls short of its cash flow needs.

In the absence of, or the request of, the custodial officer, the fire district's executive officer will have the authority and responsibility manage the district's financial accounts.

POLICY

It shall be the goal of the Board of Directors of Clackamas Fire District #1 to maintain sufficient resources in its ending balance to meet cash flow needs in the succeeding year. For the purposes of this policy, ending fund balance shall mean the sum of the amount budgeted as "ending fund balance" plus the amount budgeted as "restricted reserve." The baseline amount for determining the budgeted ending fund balance shall be calculated as 35% of the operating budget, which includes Personnel Services costs, Materials and Services costs and Capital Outlay.

The Board's objective shall be to maintain sufficient funds in ending fund balance and to avoid using debt financing to obtain operating capital. The Board of Directors recognizes that the local and regional economic environment, changes to the tax structure, and changes in consumer demand for service will at times make it impossible to allocate sufficient funds to meet the baseline amount described above. While tax anticipation borrowing may be acceptable on a short-term basis, it does not meet the board's policies over the long term.

GOALS

The goals of the ending fund balance policy are established below:

1. To meet cash flow needs by providing working capital during succeeding years' budgets
2. To reduce costs by limiting tax anticipation borrowing and by accruing interest revenue on the carryover funds.

REVIEW

This policy shall be annually reviewed and modified, if appropriate, at the end of each fiscal year by the Board of Directors unless Fire District needs or known changes warrant a more frequent review.

Clackamas Fire District #1

Restricted (Catastrophic) Contingency Fund

INTRODUCTION

Clackamas Fire District #1 carries an ending fund balance that is proposed to provide working capital from the end of the fiscal year in July until the receipt of property tax revenue in the mid November. The working capital is referred to as “Ending Fund Balance” from the previous budget year which becomes “Beginning Fund Balance” in the following year. _____ According to ORS 294.371,

“A municipal corporation may include in its budget an estimate of unappropriated ending fund balance for each fund, for use in the fiscal period following that for which the budget is being prepared. The estimate authorized by this section represents cash or net working capital which will be carried over into the year following the ensuing fiscal year for which the budget is being prepared...The unappropriated ending fund balance authorized by this section shall become a budget resource at the close of the ensuing fiscal year for the succeeding year.”

Ending fund balance (EFB) amounts are not appropriated, as such, the Fire District is highly restricted in its ability to redirect the EFB in the event a catastrophic natural disaster or other emergency. Ending fund balance amounts cannot be appropriated during the year during they are budgeted. Catastrophic events could cause the district to expend thousands or hundreds of thousands of dollars to mitigate the emergency and to protect the public against immediate threats to public and safety.

Maintaining a “restricted reserve” line item in the annual budget is an appropriate way to provide the district with financial liquidity in the event of a local or regional calamity, and ensure that the line item is not considered as part of general contingency.

SCOPE

The restricted (catastrophic) contingency policy applies only to the accounting line item identified as “Restricted Contingency” in the district annual budget. The policy is not intended to restrict the district’s use of general operating contingency which is transferred according to board action based on unanticipated general operating expenses.

AUTHORITY

The Board of Directors designates the Fire Chief as the custodial officer of all district financial accounts. The custodial officer has the responsibility to ensure that the district can meet day-to-day demands and also to ensure that the district can access the resources necessary to react to catastrophic events. Among those responsibilities are:

- Recommending board action on transfer to restricted contingency funds,
- Taking the steps necessary to recover restricted contingency funds from state and federal sources,

- Monitoring the use of restricted contingency funds to ensure compliance with applicable law.

In the absence of, or at the request of, the custodial officer, the fire district's executive officer will have the authority and responsibility manage the district's custodial accounts.

POLICY

It shall be the policy of the Board of Directors of Clackamas Fire District #1 to maintain a line item entitled "Restricted Contingency" within the district's annual budget. That line item will be established as a contingency account as provided in Oregon statutes. Restricted contingency funds are intended to provide liquidity to the district, and as such are restricted as follows:

- 1) The budget line item for the restricted contingency shall not exceed 10 percent of the total expenditures in the General fund;
- 2) Transfer from the restricted contingency shall only occur after the board adopts a resolution or ordinance authorization the transfer;
- 3) Transfer shall be made only to resolve immediate and catastrophic emergencies that threaten public health or public safety, such as,
 - a) Civil disturbance or other man-made disaster
 - b) Conflagration—either structural or wild—involving the Fire District's service area;
 - c) flood
 - d) hazardous materials leakage, explosion, or contamination;
 - e) earthquake or other calamity or natural disaster; or
 - f) significant disruption of the local or regional ambulance transportation infrastructure that endangers public health as determined by the authority having jurisdiction.
- 4) The district does not waive its right to seek reimbursement for expenses related to these emergencies.
- 5) The restricted contingency is not to be used in lieu of the general operating contingency.

In general, the restricted contingency account is expected to be used for unanticipated and unbudgeted events that are expected to last more than 7 days and cost more than \$50 thousand.

GOALS

The goals of the restricted contingency are established below:

- 1) To provide liquidity of capital in the event that an unanticipated and catastrophic events endangers the safety of the district's populace.
- 2) To protect the district against adverse timing of reimbursement from the Federal Emergency Management Agency (FEMA), from the state of Oregon through the Conflagration Act, or through other reimbursable expenditures.

REVIEW

This policy shall be annually reviewed and modified, if appropriate, at the end of each fiscal year by the Board of Directors unless District needs or known changes warrant a more frequent review.

Clackamas County Fire District No. 1

DEBT MANAGEMENT POLICY

Revised June 15, 2015

TABLE OF CONTENTS

1.	BACKGROUND	2-23
2.	GENERAL DEBT POLICY	2-23
3.	FINANCE DIRECTOR	2-24
4.	SELECTION OF CONSULTANTS AND SERVICE PROVIDERS	2-24
5.	COMPREHENSIVE CAPITAL PLANNING AND FINANCING SYSTEM	2-24
	A. Capital Planning and Financing System.	2-24
	B. Debt Calendar and Financing Priorities.	2-24
	C. Maintenance, Replacement, and Renewal.	2-25
	D. Debt Authorization.	2-25
6.	PLEDGING ASSETS OF THE GENERAL FUND	2-25
7.	LIMITATIONS ON DISTRICT INDEBTEDNESS	2-26
	A. Limits on Total District Indebtedness.	2-26
	B. Limitations on Limited Tax Obligations.	2-26
8.	TYPES, STRUCTURE, AND TERM OF DEBT AUTHORIZED	2-26
9.	METHOD OF SALE	2-27
	A. Competitive Sale.	2-27
	B. Negotiated Sale.	2-27
	C. Private/Direct Placement	2-27
10.	SHORT-TERM DEBT AND INTERIM FINANCING	2-27
	A. Lines and Letters of Credit.	2-27
	B. Bond Anticipation Notes.	2-28
	C. Tax and Revenue Anticipation Notes.	2-28
11.	FINANCING PROPOSALS	2-28
12.	DERIVATIVE PRODUCTS	2-28
13.	OTHER POLICIES AND REQUIREMENTS	2-29

TABLE OF CONTENTS (CONT.)

14.	ONGOING DISCLOSURE	2-29
15.	SPECIAL FUNDS	
	A. Dedication of Special Funds.	2-29
	B. Interfund Borrowing.	2-29
	C. Disposition of Assets.	2-29
16.	GLOSSARY OF TERMS	2-29

Clackamas County Fire District No. 1

Debt Management Policy

1. BACKGROUND

Clackamas County Fire District No. 1 is a full service fire district with substantial capital investment in the urban, suburban, and rural areas within Clackamas County. The District has grown rapidly in both population and assessed value during the last five years, and it appears that this trend will continue. One of Clackamas County Fire District's greatest attributes is its strong commercial and industrial base, the value of which provides an opportunity to leverage funds with limited impact on individual taxpayers.

In addition, the fire district has been an infrequent user of long-term debt instruments in the past, relying instead on short-term debt, such as occasional lease-purchase agreements or tax anticipation notes, to accomplish the mission of the District. In the future, the District may find it necessary to accomplish projects in the public good that require issuance of various types of debt. In order to make the best use of its funding dollar, and to formalize the philosophy of the Board of Directors regarding debt, the following Debt Management Policy is established.

2. GENERAL DEBT POLICY

Clackamas County Fire District No. 1 maintains the fundamental philosophy of funding its programs, including capital outlay programs, through the use of internal funds whenever possible. In addition, the District will take every reasonable opportunity to apply for grant funding for capital purchases. Nevertheless, the District recognizes that at times long- or short-term funding may be necessary to maximize the value that the District provides to its stakeholders.

When programs are proposed to be funded through the use of debt, District personnel will first carefully evaluate the program in terms of necessity. The District will then determine if funding from other sources is possible or feasible, create maximum benchmarks for debt, as set forth herein, and arrange for financing, if deemed appropriate, on terms appropriate to the District's needs.

This Policy is intended to provide a general framework within which financing decisions can be made. Specifically, it reflects the limits established by the Board of Directors, and provides the groundrules by which requests for debt financing can be evaluated. The Policy will be reviewed by the Board annually as part of the review of the Board Policy Manual.

As used in this Policy, the term “debt” and “indebtedness” refers to the issuance of long- and short-term securities, capital leases and loans.

3. FINANCE DIRECTOR

The Fire Chief has overall authority and responsibility for all financial matters of the District. The Fire Chief may appoint one person to act as the Finance Director. The Finance Director is charged with the responsibility to represent the District in all matters related to the issuance of debt. The Fire Chief and the Finance Director, or such person designated by the Fire Chief shall place debt issuances that exceed 60 days or \$50,000 before the Board of Directors for approval.

4. SELECTION OF CONSULTANTS AND SERVICE PROVIDERS

The Finance Director shall be responsible for recommending the services of bond attorneys, financial advisors, underwriters, paying agents, and other service providers as necessary. The selection process shall follow applicable purchasing rules and procedures and shall be performed so as to promote participation from qualified service providers and to secure services at competitive prices. The Board of Directors shall make the selection, taking into account these recommendations.

5. COMPREHENSIVE CAPITAL PLANNING AND FINANCING SYSTEM

A. Capital Planning and Financing System.

The District shall develop a capital planning and financing system for use in preparing a multi-year Capital Projects Plan for (1) real estate purchases and improvements (2) facility construction, and (3) purchasing and improving apparatus and other equipment. The Capital Projects Plan shall be reviewed at least annually by the Board of Directors and will be used in preparing the District's annual budget. Division Managers shall prepare five to fifteen year capital plans and will submit those plans to the Fire Chief for inclusion in the Capital Projects Plan. Overall responsibility for coordinating and preparing the Capital Projects Plan will reside with the Budget Officer. Responsibility for adopting the Capital Projects Plan resides with the Board of Directors.

~~The Capital Projects Plan shall at least include an overview of planned projects, a description of the anticipated sources of funds, the timing of capital projects, the effect of the projects on overall District indebtedness, including potential bond sales or loans, annual debt outstanding, reserves, and debt service requirements. The plan shall also analyze the conformance of planned debt financings with Policy targets regarding the (1) magnitude and composition of the District's indebtedness, and (2) the economic and fiscal resources of the District to bear such indebtedness over the life of the debt.~~

B. Debt Calendar and Financing Priorities.

The Finance Director shall be responsible to oversee and coordinate the timing, process of issuance, and marketing of the District's borrowings and capital funding activities required in support of the Capital Projects & Replacement Plans. In this capacity, the Finance Director shall make recommendations to the District Board regarding necessary and desirable actions and shall

keep it informed through regular and special reports as to the progress and results of current-year activities under the Plan.

C. Maintenance, Replacement, and Renewal.

Consistent with its philosophy of keeping its capital facilities and infrastructure systems in good repair and to maximize the useful life of the District's capital assets, the District should set aside sufficient current revenues to finance ongoing maintenance needs and to provide reserves for periodic replacement and renewal as approved in Capital Projects & Replacement Plans.

D. Debt Authorization.

No District debt issued for the purpose of funding capital projects shall be authorized by the District Board of Directors unless it has been included in the Capital Projects & Replacement Plans or until the Board has modified the Plan. Such modification shall occur only after the Board has received a report of the impact of the contemplated borrowing on the existing Capital Projects & Replacement Plans and recommendations as to the financing arrangements from the Finance Director.

6. SECURITY PLEDGE

District revenues shall not be pledged as security on any debt issuance or loan unless an analysis has been performed to evaluate the risks to District resources from repayment of such debt, and that such risk is determined to be at a level acceptable to the Board of Directors.

7. LIMITATIONS ON DISTRICT INDEBTEDNESS

A. Limits on Total District Indebtedness.

The Fire District shall limit total indebtedness pursuant to ORS 478.410, which currently sets a maximum debt limit of one and one quarter percent (1.25%) of the real market value of all taxable property within the District.

B. Limitations on Limited-tax Obligations.

The District may enter into purchase agreements, financing agreements, lease-purchase agreements or other agreements to finance the acquisition of assets or capital improvements within the limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. Annual aggregate debt service for outstanding limited-tax obligations and any new limited-tax obligations shall not exceed five percent (5%) of the District's budgeted General Fund expenditures in the year any new limited-tax obligations are to be incurred. Exceptions to the 5% limitation include tax anticipation notes and pension obligations.

8. TYPES, STRUCTURE, AND TERM OF DEBT AUTHORIZED

Repayment of authorized debt obligations shall be designed to facilitate revenue flow expectations to ensure matching of revenues and debt service payments, to allow flexibility for early redemption, and to facilitate competitive rates.

The Board of Directors desires to retire all debt in as short a term as possible, recognizing that those shorter time periods require higher annual payments. For loans and bonded debt, a maturity of ten years or less is desired, and no loan or bond shall mature more than the greater of (1) 20 years from the date of issuance or (2) after a period of time that exceeds 40 percent of the useful life of the assets being financed with the proceeds of the borrowing. Leases and short-term borrowings shall not exceed five years.

The District shall establish, to the extent possible, a payment schedule based upon fixed interest rates and a level debt service structure in aggregate with outstanding and planned future indebtedness. Optional redemption provisions may be used in accordance with State statute. Term bonds may be used to meet investor demand.

9. METHOD OF SALE

A. Competitive Sale.

The District shall seek to issue its debt obligations in a competitive sale unless the Finance Director determines that such a sale method will not produce the best results for the District. In instances where the District, in a competitive bidding for its debt securities, deems the bids received as unsatisfactory or does not receive bids, it may, at the direction of the Board of Directors, enter into negotiation with one or more underwriters for the sale of the securities.

B. Negotiated Sale.

When determined appropriate by the Finance Director, and approved by the Board of Directors, the District may elect to sell its debt obligations through a negotiated sale. Such determination may be made on an issue-by-issue basis, or for part or all of a specific financing program. Selection of the underwriting team shall be made pursuant to selection procedures set forth in this Policy.

C. Private/Direct Placement.

When determined appropriate by the Finance Director, and approved by the Board of Directors, the District may elect to sell its debt obligations through a private/direct placement or limited public offering. If the District anticipates several private placement financings, the District may elect to complete a Request for Proposal process in order to establish a Financing Entity of Record.

The services of a financial advisor or placement agent may be obtained to assist in the Request for Proposal process.

10. SHORT-TERM DEBT AND INTERIM FINANCING:

A. Lines and Letters of Credit.

Where their use is judged by the Finance Director to be prudent and advantageous to the District, the District has the power to enter into agreements with commercial banks or other financial entities for purposes of acquiring lines or letters of credit that shall provide the District with access to credit under terms and conditions as specified in such agreements. Before entering into any such agreements, takeout financing for such lines or letters of credit must be planned for and determined to be feasible by the Finance Director. Any agreements with financial institutions for the acquisitions of lines or letters of credit shall be approved by the District Board of Directors. Lines and letters of credit shall be in support of projects contained in the approved Capital Projects & Replacement Plans, or shall be for the purposes of obtaining tax, revenue or grant anticipation financing.

B. Bond Anticipation Notes.

Where their use is judged by the Finance Director to be prudent and advantageous to the District, the District may choose to issue Bond Anticipation Notes as a source of interim capital project financing. Before issuing such notes, takeout financing for such notes must be planned for and determined to be feasible by the Finance Director. Bond Anticipation Notes may be sold in either a competitive or negotiated sale, subject to authorization by and approval of the District Board of Directors.

C. Tax and Revenue Anticipation Notes.

The District will at all times attempt to maintain an ending fund balance at the end of each fiscal year that is at least sufficient to meet the organization's financial needs until November 15 of the following fiscal year. Further, the District will attempt to increase its ending fund balance over time so that future Tax Anticipation Borrowings can be avoided. However, where their use is judged by the Finance Director to be prudent and advantageous to the District, the District may choose to issue Tax and Revenue Anticipation Notes as a source of internal working capital and cashflow needs. Before issuing such notes, cashflow projections will be prepared and reviewed by the Fire Chief and the Finance Director. Tax and revenue anticipation notes may be sold in either a competitive, negotiated sale, or private placement subject to authorization and approval by the District Board of Directors.

11. FINANCING PROPOSALS.

Any capital financing proposal involving a pledge or other extension of the District's credit through the sale of securities, execution of loans or leases, or making guarantees or otherwise involving directly or indirectly the lending or pledging of the District's credit shall be referred to the Finance

Director. The Finance Director, together with the Fire Chief shall, in a timely manner, analyze the proposal, respond to the proposal, and recommend to the Board the required action to be taken.

12. DERIVATIVE PRODUCTS.

The District will not enter into contracts or agreements involving interest rate swaps, floating/fixed rate auction or reset securities, or other forms of debt bearing synthetically determined interest rates as authorized under Oregon statutes.

13. OTHER POLICIES AND REQUIREMENT'S

The annual audit of the District shall describe in detail all funds and fund balances established as part of any direct debt financing of the District. The audit may also contain a report detailing any material or rate covenants contained in any direct offering of the District and whether or not such covenants have been satisfied.

14. ONGOING DISCLOSURE.

The Finance Director shall be responsible for providing ongoing disclosure information to established state and national information repositories, rating agencies, insurers and investors and for maintaining compliance with continuing disclosure undertakings as required by state and national regulatory bodies. Disclosure shall take the form of the Annual Audited Financial Statement unless information is required by a particular bond issue that is not reasonably covered within the Annual Audited Financial Statement. The District will follow the Standard Operating Procedure for Bond Post-Issuance Compliance, incorporated into this Policy by reference.

15. SPECIAL FUNDS.

A. Dedication of Special Funds.

Special funds dedicated for capital projects will be segregated in the accounting system and used only for the intended capital purposes.

B. Interfund Borrowing.

The District may at times, subject to Board approval, engage in borrowing between funds to meet operating capital, cashflow, or other requirements. When interfund borrowing occurs the Finance Director will ensure that the appropriate funds are repaid during the same budget year in which they are borrowed. That repayment will include interest in the amount that would have been earned had the interfund borrowing not occurred. When appropriate or prudent the Board of Directors may authorize interfund borrowing for longer terms.

C. Disposition of Assets.

The District may at times dispose of assets. Money generated through the disposition of surplus property shall be deposited as a resource of the appropriate reserve fund. The District will follow the procedures defined in the Disposal of Equipment and Scrap Standard Operating Procedure, which is incorporated by reference in this Policy.

16. GLOSSARY OF TERMS

Ad Valorem Tax: a tax calculated “according to the value” of property. Such a tax is based on the assessed valuation of real and tangible personal property.

Advance Refunding: a procedure whereby outstanding bonds are refinanced by the proceeds of a new bond issue. Typically an advance refunding is performed to take advantage of interest rates that are significantly lower than those associated with the original bond issue or to remove restrictive language.

Arbitrage: the difference between the interest rate cost of a debt instrument and the rate of interest earned on the investment of the proceeds. Federal law limits the amount of interest cities earn on proceeds of debt issuance.

Bond: includes bonds, debentures, notes, certificates of indebtedness, mortgage certificates, or other obligations or evidences of indebtedness of any type or character.

Bond Counsel: an attorney (or firm of attorneys) retained by the issuer; provides the legal opinion validating the purpose and taxability of the securities. Bond counsel may prepare or review and advise the issuer regarding authorizing resolutions or ordinances, trust indentures, official statements, validation proceedings, disclosure requirements and litigation.

Bond Insurance: an insurance policy purchased by an issuer; it guarantees the payment of principal and interest to the bond holders. This security provides a higher credit rating and thus a lower borrowing cost for an issuer.

Capital Projects & Replacement Plans: a plan outlining capital needs for a specified time period.

Capital Lease: an acquisition of a capital asset over time rather than merely paying rent for temporary use. A lease-purchase agreement, in which provision is made for transfer of ownership of the property for a nominal price at the scheduled termination of the lease, is referred to as a capital lease.

Capitalizable Lease: A lease whose terms transfer the risk and responsibility of ownership to the lessee based on a financial analysis according to Generally Accepted Accounting Principles.

Competitive Sale: a bond sale conducted through a sealed bid, containing price and terms, submitted by a prospective underwriter(s) to an issuer, who awards the contract to the bidder with the best price and terms.

Continuing Disclosure: requirement by the Securities and Exchange Commission; issuers of municipal debt are usually to provide current financial information (and other information as required in the Official Statement) to a central informational repository for access by the general marketplace.

Debt Service Reserve Fund: the fund into which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements; commonly a requirement of revenue bonds and funded with debt proceeds.

Derivatives: a financial product, the value of which is derived from the value of an underlying asset, reference rate, or index. Typically these agreements are contracts between a lender/investor and a borrower.

Financial Advisor: a consultant who advises an issuer on matters pertinent to a debt issue, such as structure, sizing, timing, marketing, pricing, terms and bond ratings.

Financing Team: the group of professionals consisting of District staff, Bond Counsel, Underwriters and Financial Advisors that work together to issue bonds.

General Obligation Bonds (GO): bonds which are secured by the full faith and credit and taxing power of the municipality and use funds that are legally available for payment of debt service. A District can issue ad valorem GO bonds with voter approval, which are repaid solely from ad valorem taxes, or non-ad valorem bonds which are repaid from legally available general fund revenues by a covenant to budget and appropriate.

Internal Financing: temporary provision of non-restricted and available funds under certain terms to a related, internal or wholly controlled fund or entity. Results in use and replenishment of fund balance.

Loan: A negotiated, arms-length, enforceable transaction where a lender lends money under certain terms which specify interest, periodic payments, and the duration of those payments.
Master Lease Agreement: a pre-determined lease agreement between a District and a provider to lease equipment whose useful life is too short to finance with long-term debt.

Negotiated Sale: underwriting of a new securities issue in which the spread between the purchase price paid to the issuer and the public offering price is determined through negotiation with one or more underwriters rather than multiple competitive bidding.

Paying Agent: an agent of the issuer; has the responsibility for timely payment of principal and interest to bond holders.

Present Value: the value of a future amount or stream of payments stated in current dollars.

Project: any capital expenditure the Board of Directors deems to be for a public purpose.

Reserve Fund: a reserve usually in the amount of one annual debt service payment and required by the terms of a bond issue; established in case of a shortfall in current revenues.

Tax Anticipation Note (TAN): a short-term obligation of a state or municipal government to finance current expenditures pending receipt of expected tax payments.

Underwriter: the firm that purchases a security (bond) offering from a governmental issuer for resale.

Yield Restriction: the investment of bond proceeds in financial instruments that earn interest rates which are not significantly higher than the cost of borrowing.

**SUBJECT: PURCHASING POLICY**

Division: Business Services

Reviewed: 2-10-2021

Certified: 2-25-2021

PURPOSE: To establish a uniform method of procurement and purchasing management procedures consistent with District policy and public contracting rules, Oregon Revised Statutes, and Oregon Administrative Rules, to the extent applicable.

POLICY: Clackamas Fire District #1 ("District" or "CFD1") will provide a standardized system of purchasing management within the guidelines provided by the District's Purchasing Policy and Procedures and Public Contracting Rules (see Appendix A), Oregon Revised Statutes ("ORS"), and Oregon Administrative Rules ("OAR"), to the extent applicable.

Pursuant to ORS 279A.065(5), the District has opted out of the AGs Model rules, and adopted its own Public Contracting Rules. The District's Public Contracting Rules reflect and incorporate the Oregon Public Contracting Code, Revised Statutes, Chapters 279A, 279B, and 279C. Where appropriate, in accordance with Local Contract Review Board (LCRB) Resolution #13-01, the LCRB has made all required findings and approvals necessary to authorize the adoption of the following purchasing policies.

PROCEDURE:

I. GENERAL POLICY

- A. The District will follow the Public Contracting Rules adopted by the Board for its purchasing policy and procedures, unless otherwise stated in this Standard Operating Procedure (SOP). These rules explain all the requirements needed to solicit a goods and services, public improvements contracts, and personal services. Personnel authorized to perform purchasing for CFD1 will do so within the policies and laws cited in this (SOP).
- B. All contracts will be awarded by competitive process, except as otherwise allowed by the District's public contracting rules, state statutes, OARs, the guidelines of this SOP, LCRB resolutions, and/or as authorized by Board policy.
- C. Purchases and contracts that are not subject to competitive solicitation requirements, including extended personal services contracts or those entered into or extended by direct appointment, and that are within budgeted parameters may be executed without further approval by the Board. These items include, but are not limited to employee insurance, including workers'

Purchasing Policy - 1



compensation, medical, dental, or life; taxes and PERS payments; investment purchases as authorized by Board policy or other adopted investment policies; payments on personal services contracts within contracted amounts for legal and medical supervision services, dispatch, data, and video and voice connectivity; and property and liability insurance purchases.

- D. The District is tax exempt as a political subdivision or instrumentality of government under Internal Revenue Code Section 115.

II. AUTHORITY AND RESPONSIBILITY

- A. Board of Directors: Prior to execution, the Board of Directors must approve all purchases or contracts that exceed \$50,000 except in cases of emergency and certain contract extensions.
- Please refer to the policy on “Contracts, Signatures, and Financial Authority” for parties authorized to approve and sign contracts.
- B. Fire Chief, Assistant Chiefs, and the Chief Financial Officer: The Board of Directors authorizes the Fire Chief and their designees (i.e., Assistant Chiefs and the Chief Financial Officer) to approve purchases that are subject to competitive solicitation requirements without prior approval of the Board, provided such purchases do not exceed \$50,000 and are within budget parameters.
- C. ~~Deputy and~~ Division Chiefs: ~~The Deputy and~~ Division Chiefs are authorized to approve purchases, provided such purchases do not exceed \$15,000 and are within budget parameters.
- D. Finance ~~Director~~Manager: The Finance ~~Director~~Manager will review purchases ~~not to exceed~~ing \$~~15,000~~ to ensure they are within budget parameters and comply with the Purchasing Policy.
- E. ~~Budget~~/Department Head: Budget control begins with the individual responsible for a cost center within the overall District budget. A cost center includes stations and programs such as wellness, volunteers, fire prevention, training, and individual fire stations. A full list of the current cost centers may be found in Budget Documents on the Fire District’s internal D1Net. The budget responsibility for the cost center lies with the individual program manager, station captain, battalion chief, division chief or ~~deputy assistant~~ chief assigned to the program or station. For the purposes of this policy, this individual will be known as the Department Head, and is responsible for exercising general supervision and control over their budget. The Department Head is authorized to approve purchases, provided such purchases do not exceed \$5,000, unless otherwise specified above in Subsection B and C, and are within budget parameters.

Purchasing Policy - 2



- Delegation of authority: Purchasing responsibility may be delegated to a subordinate with the understanding that ultimate budget responsibility remains with the individual assigned overall budget responsibility. No expenditure will be made without express authorization and request of the individual responsible for the cost center.
 - F. Employee: Employees must have been granted authority to purchase for the District by their Department Head or as delegated under the Purchase Card SOP or Petty Cash procedures. Each employee is responsible for knowing their individual purchase authority.
 - G. Completed authorization: Vendor purchases are authorized when a Munis requisition has been approved, except as allowed by the Purchasing Card SOP or emergency procedures described herein.
- III. PURCHASING GUIDELINES
- A. To maintain consistency, all purchases will require a formal process to be followed. The purchasing process may differ depending on type and amount of purchase.
 - **Budget Authorization** - No purchase shall be approved without budget authorization (i.e., available funds, authorized items of capital outlay) unless authorized in writing by the ~~Finance Director~~Chief Financial Officer and Division ~~or Deputy~~ Chief for amounts up to \$15,000, and an Assistant Chief or the Fire Chief if the unbudgeted purchase exceeds \$15,000. The Assistant Chief or Fire Chief may require that certain Requisition Orders be authorized by him/her/them and or the ~~Finance Director~~Chief Financial Officer prior to sending the requests to the Logistics Department. Such authorization does not allow District funds to be expended or committed without following the prescribed procedures. No purchases will be made until approval has been established.
 - **Goods or Services and Trade Services** - Unless a special procurement or exemption applies, when the total purchase amount is estimated to be:
 - (1) Less than or equal to \$5,000: Requires authorization from the individual responsible for the cost center, or their delegate. No quotes are required, but obtaining three verbal quotes is recommended to ensure the best price and product.
 - (2) Over \$5,000 but no more than \$15,000: Requires review and approval from the individual responsible for the cost



center, a ~~Deputy or~~ Division Chief, and the ~~Finance Director~~ Chief Financial Officer. Three written quotes are required in conformance with the procedures set forth in District Public Contracting Rule 137-047-0270 (see Appendix A - p.18) and ORS 279B.070.

- (3) Greater than \$15,000 but no more than \$50,000: Requires the authorization, approval, and/or review from the individual responsible for the cost center, the ~~Finance Director~~ Chief Financial Officer, a ~~an Assistant Deputy or Division~~ Chief, ~~and or~~ the Fire Chief. Three written quotes are required.
- (4) Greater than \$50,000, but no more than \$150,000: Requires additional authorization and approval from the Board of Directors. Three written quotes are required.
- (5) Unless exempted, pPurchases exceeding \$150,000: In addition to requirements above, these purchases will require a formal Invitation to Bid or Request for Proposals process. See District Public Contracting Rules 137-047-0260 (see Appendix A - p. 56) for further information.

➤ **Personal Services** - Personal Services are defined in District Public Contracting Rule 137-046-0110(23) and (24) (see Appendix A - p. 2) and are also commonly referred to as 'independent contractor', 'professional services', or 'consulting services.' Personal Services contracts engage third party service providers who possess professional knowledge or specialized skills required to perform the service. Examples include: doctor, financial advisor, attorney, auditor, mediator, real estate broker, trainer/speaker, and lobbyist.

- a) In all cases, the District shall follow the rules and procedures in District Public Contracting Rule E-17 (see Appendix A - p. 90) unless governed by Public Contracting Rules, Division 48 (see Appendix A - p. 37).
- b) Employee vs. Independent Contractor Determination: Generally, an established vendor is an independent contractor. A compensated individual, like a sole proprietor, who works for the District providing personal services, may be considered an employee unless the individual is capable of meeting the requirements to be categorized as an independent contractor.

Purchasing Policy - 4



- c) District Employees as Independent Contractors: In very rare cases, a District employee may contract with the District as a vendor:
- (1) The employee must be classified as an independent contractor by Finance and Human Resources.
 - (2) The employee is required to execute a formal contract under the employee's business name, and the contract may only be awarded to the employee after an appropriate competitive solicitation process is performed.
 - (3) The employee must abide by the Code of Ethics and Conduct and Conflict of Interest SOPs.
- d) Unless a special procurement or exemption applies, when the total Personal Services contract is estimated to be:
- (1) No more than \$ 10,000: No quotes are required, however, obtaining three verbal quotes is recommended. Approval from the ~~Finance Director~~Chief Financial Officer and an Assistant Chief, a Division or Deputy Chief, and or the Fire Chief is required.
 - (2) Over \$10,000 to \$50,000: Three written quotes are required per District Public Contracting Rule E-17 (see Appendix A - p. 90). Approval from the ~~Finance Director~~Chief Financial Officer and an Assistant Chief, a Division or Deputy Chief, and or the Fire Chief is required.
 - (3) Over \$50,000: Three written quotes are required per District Public Contracting Rule E-17 (see Appendix A - p. 90). Approval from the ~~Finance Director, a Division or Deputy Chief~~Chief Financial Officer and an Assistant Chief, or the Fire Chief is required.
Additional approval from the Board of Directors is required.
- **Public Improvement and Related Professional Services**
- a) Architectural, Engineering and Related Services refers to professional services that are required to be performed by an architect, engineer, transportation planner or land surveyor. Contracting for these services must be pursuant to the District Public Contracting Rules Division 48 (see Appendix A - p. 37) and Board Policy.
 - b) Public Improvement Contract generally means a contract for

Purchasing Policy - 5



- c) construction, reconstruction or major renovation, as more specifically defined in ORS 279A.010(1)(cc). Contracting for such projects is governed by District Public Contracting Rules, ORS.729C, and applicable Board Policy.
- **Employee Reimbursement Requests**
 - a) District employees will be reimbursed when prior approval has been given and the employee incurs personal expense for the purchase of goods, training or travel for the District.
 - (1) Except for emergencies, employees are encouraged to use one of multiple methods for purchasing goods/services using Fire District funds. Use of personal funds for Fire District purchases should be very minimal, if at all.
 - (2) Employees seeking reimbursement should plan on a 2-week processing period before reimbursement is issued.
 - b) To seek reimbursement, the employee should submit a Request for Check to a designated administrative contact for entry into Munis.
 - (1) To seek reimbursement for training and travel use, the employee must include a signed Travel Authorization Form. This form must be completed prior to the event/travel.
 - (2) To seek reimbursement for mileage for non-overnight District travel, the employee must include supporting documentation tracking trips and miles driven.
 - c) Except for expenses covered by authorized per diem rates, employees must submit receipts/invoices with reimbursement requests.
 - d) Approval – the Department Head or authorized designee of the cost center being expensed should review and approve/disapprove the request through Munis Workflow. If the employee is a Director, the Assistant Deputy Chief, Finance Director/Chief Financial Officer, or Fire Chief will approve the form.



TABLE 1 - EXPENDITURE AUTHORITY AND DOCUMENTATION REQUIREMENTS

Expenditures Levels	Written Quotes Required	Approval of Responsible Department Head	Approval of Finance Director/Manager	Approval of Division or Deputy Chief	Approval of Fire Chief or Assistant Chief/Designee	Approval of Board of Directors
Goods or Services and Trade Services						
Less than or equal to \$ 5,000	N	<input checked="" type="radio"/>				
Over \$5,000 - \$15,000	Y	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>		
Over \$15,000 - \$50,000	Y	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	
Over \$50,000	Y	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Over \$150,000	Unless exempted, a formal solicitation process is required					
Personal Services						
Less than or equal to \$10,000	N	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	
Over - \$-10,000 - \$50,000	Y	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	
Over \$50,000	Y	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Reimbursement Requests (regardless of amount)						
Any employee reimbursement request	N	<input checked="" type="radio"/>				
Reimbursement requests for Directors, Division Chiefs, Executive Officer, or Chief	N		<input checked="" type="radio"/> Either are accepted.		<input checked="" type="radio"/>	
Travel Requests (regardless of amount)						
Out-of-state travel requests	N	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	
Local travel requests	N	<input checked="" type="radio"/>				



IV. PURCHASING PROTOCOL

A. Requisitions - A Requisition Order must be generated for all materials and/or services to be purchased, unless another pre-approved method has been set up with Finance. A Requisition Order will initiate and authorize the order of an item or service, request an item from inventory, and “order” internal services from Fleet, IT, Facilities and others. The Requisition must be approved by the appropriate personnel through Munis Workflow as referenced in Table 1.

- A Requisition will be entered into Munis for all purchases. Purchases of more than \$5,000 should have three written quotes attached in Munis prior to release through Workflow. Reference Table 1 for Quote and Documentation Requirements.
- To enter a Requisition for a purchase in Munis, you will need:
 - a) The vendor’s name, address, phone number
 - b) Cost Center and account number to be charged (i.e. 101650 - 7110 for Finance professional services)
 - c) Description of material or service, and what needs to be ordered
 - d) Quantity and price per item
 - e) Total Cost, including shipping (if an exact amount is not yet known, enter the best estimate possible)
 - f) The date the materials are required should be entered in the “Notes” or “General Notes” section in Munis Requisition Entry.
 - g) Any required written quotes scanned and attached in Munis.
 - (1) If quotes are required but the requestor was unable to obtain three written quotes, include a note with the reason in the “Notes” or “General Notes” section in Munis Requisition Entry, i.e. the item is sole-source or available through a cooperative purchasing agreement.
 - (2) If the order has been previously bid out by another government entity with cooperative language, then three quotes are not needed, but the reason for not obtaining three quotes should be noted on the “Notes” or “General Notes” section in Munis Requisition Entry.
 - h) Upon receipt of a Requisition Order, the Logistics Department will obtain a source of supply, if the requesting department has not already done so. This is done by selection of options that will give the best price, proper quality, and service.

- All purchases shall be routed electronically through Munis Workflow for
Purchasing Policy - 8



approval with appropriate documentation. Reference Table 1 for appropriate approval authority.

- Once completed, the requisition is forwarded to the Logistics Department for conversion to:
 - a) Purchase Order – Requisitions will be converted to a purchase order if the purchase is periodic or infrequent (i.e. SCBA replacement); incident or event-based (i.e. mechanical failure or purchase of firefighting equipment); or required by a vendor to complete an order. Also use this process to order inventory items that will be “received” by Logistics.
 - b) Contract – Contracts function as a blanket purchase order, an agreement for future purchases, for purposes of tracking future renewal, and for services requiring a bid. Requisitions will be converted to a Contract if the purchase is an ongoing cost (i.e. monthly lease payments, bulk fuel purchases, dispatch services); requires progress payments (i.e. construction projects or software implementation); or has agreed upon pricing (i.e. per copy costs on printers, insurance).
 - c) Work Order – Requisitions will be converted to a work order if related to an internal repair or service requiring the purchase of items (i.e. a ticket is submitted to repair a broken transmission, requiring the purchase of the transmission).
 - d) Pick Ticket – Requisitions will be converted to a work order if the item has already been purchased and is in Logistics inventory. Logistics will pull the item from inventory and send to the requestor.
- Completed Requisition Orders will be routed to the Logistics Department for order processing upon completion of approvals through Workflow.
- B. Request for Check** - The Request for Check process may be used for employee reimbursements, travel advances, mileage, conference registrations, tuition reimbursements, and other reimbursements or advance payments as authorized by the Finance Department. See Section III.5 above for further details.
- C. Purchasing Cards** - The District uses the purchasing card program for small items, one-time and occasional vendors, travel, and certain types of recurring purchases in order to improve the efficiency and cost-effectiveness of the ordering process. This program will be periodically updated as needed by the Finance Department. Purchasing cards are not to be used as a method to

Purchasing Policy - 9



circumvent the purchasing policy but simply as a method of payment. The policy and process for purchasing card use and reporting the requirements is defined in the Purchasing Card SOP found under the Finance Section of the SOP reference on the D1Net.

V. Petty Cash / Card Purchases

- A. To improve efficiency and availability, the Fire District may use petty cash funds or purchasing cards for material purchases of \$50 or less. Such expenses will be refunded to the employee upon presentation of a properly documented, authorized request for payment to a petty cash custodian. This documentation must include the original receipt, proper account code, approval by an authorized individual or designee, and any other pertinent back-up documentation.
- B. Staffed fire stations and certain departments will be issued purchasing cards for use in lieu of cash.
 - The cards will have a \$200 maximum limit.
 - Staff may check cards out from the petty cash custodian for use on qualifying purchases.
 - The Fire District's SOP on Purchasing Cards applies to use of these cards as well.
 - Petty cash purchasing cards will be reconciled by each petty cash custodian monthly in the same timing and manner as other purchasing cards. See the SOP on Purchasing Cards for further information.
 - a) Administration will retain \$400 in petty cash funds and the Boring fire station will retain \$200 in petty cash funds. Employees seeking a cash reimbursement may present documentation and authorization at Administration or Boring for immediate reimbursement.
 - Petty cash funds will be reconciled by each petty cash custodian, submitted to the Finance Department, and replenished on an as needed basis, but at least quarterly.
- C. The petty cash account should be used for casual purchases only when:
 - There is immediate need for the item, which is not obtainable through the Logistics Department;
 - The employee does not have a purchasing card or the vendor will not take a purchasing card;
 - The purchase is under \$50.



VI. Inspection and Receiving

- A. It is the responsibility of the Logistics Department to check materials against the purchase order for conformance to quality, quantity, and specifications.
- B. When materials and services are received, the following procedures will be observed:
 - Deliveries should not be accepted without obtaining some form of delivery ticket or packing list. Every vendor must obtain a signature for their records, but personnel should make certain that he/she leaves a copy for District records. Exceptions to this are UPS and Federal Express, when District personnel can obtain needed information via the vendor Web site.
 - When personnel receive goods, they must not sign collect freight bills, but should instead notify the delivery service that the freight bills must be prepaid, and advise the Department/Division Head.
 - Personnel must examine the container at the point of delivery and make a notation on the packing/delivery slip and/or carrier freight bill for each dent or tear, no matter how minor the damage.
 - The delivery slip must be verified to see that it agrees with the materials and services received.
 - The delivery slip should be compared with the purchase order and any price adjustments, shipping costs, etc., made directly on the receiving purchase order.
 - If there is a discrepancy with the order (i.e., overage or shortage), the vendor and/or delivery driver should be contacted to determine resolution.
 - The verified items should be entered into the Munis system. If the personnel does not enter (or is not responsible for entering) the items into the accounting system, they must forward to the Logistics Department the receiving purchase order, along with the words "Okay to receive in accounting system" written on it.
 - If the purchase order is received in its entirety (complete), the original receiving purchase order shall be marked as "Received", and the packing/delivery slip scanned and attached in Munis. Once this is complete, it constitutes authorization for **final** payment.
 - If the order is not complete:
 - a) The items received should be recorded on the receiving purchase order.

Purchasing Policy - 11



- b) The packing/delivery slips and invoice (if available) should be scanned and attached to the purchase order in Munis as authorization for partial payment.
- c) The verified items should be entered into the inventory system. If the receiving party does not enter (or is not responsible for entering) the items into the inventory system, a copy of the receiving purchase order should be forwarded to the Logistics Department as stated in (8) above.
- d) When final delivery is made and the purchase order is complete, the remaining packing/delivery slips should be scanned and attached in Munis as stated in (8) above.
 - The receiving purchase order will be filed alphabetically by vendor, along with the paid invoice and copy of voucher/check in the Finance Department's current fiscal year vendor files.

VII. Payment of Invoices

- A. All invoices from vendors shall be emailed or mailed directly to the originating department.
 - B. Upon receiving a vendor invoice, the department shall confirm that the following three items match (3-way match):
 - Quantity, price, and description listed on the invoice
 - Goods or services actually received by the District
 - Purchase order or contract in Munis
 - C. For purchase orders, department shall email logistics.inbox@clackamasfire.com to notify of satisfactory receipt of goods or services before an invoice can be paid. Logistics will record the goods receipt in Munis. An exception to this is contracts which do not have a goods receipt process in Munis.
 - D. Once the above steps are completed, department shall save the invoice onto the SharePoint Invoice folder (D1Net – Documents\Finance\Invoice) for payment by Finance.
 - E. Payments to vendors are generally issued weekly on Monday. Payment requests must be submitted with all required documentation to Accounts Payable no later than 4:30 PM on Wednesday to be included in the following Monday's check run.
- ~~C. All invoices from vendors shall be mailed directly to the Finance Department for payment.~~
- ~~➤ All invoices should be submitted by postal mail to:~~
 - ~~Clackamas Fire District #1~~
 - ~~Attn: Accounts Payable~~

Purchasing Policy - 12

11300 SE Fuller Rd
Milwaukie, OR 97222

Or, via email to: accountspayableinbox@clackamasfire.com

- ~~If the originating department/division receives the invoice directly, they will immediately:~~
 - a) ~~Forward a scanned copy of the invoice to Accounts Payable via the email address.~~
 - b) ~~Hand deliver the original invoice to Accounts Payable.~~
 - c) ~~Send the invoice to Accounts Payable through interoffice mail.~~
 - ~~Vendors will be encouraged to send invoices directly to the Finance Department address or the Accounts Payable email address.~~
 - a) ~~Vendors will also be encouraged to indicate the related Purchase Order or Requisition number on each invoice.~~
 - b) ~~The Finance Department will process all invoices for payment purposes. Vendor statements cannot be used for payment purposes.~~
- ~~D. Most goods will be received through Logistics and entered into Munis as~~



~~'Received' by Logistics. For services and goods not received through Logistics, personnel receiving the goods or services must notify Logistics or Accounts Payable in writing of satisfactory receipt of the purchase before an invoice can be paid.~~

~~➤ Note: One item requiring special clarification is the "F.O.B. shipping point." In those cases, freight charges will be prepaid and shown as a separate item on the invoice. In no case will the District receive freight on a collector COD basis, unless those arrangements have been pre-approved by the Logistics Director.~~

~~E. Payments to vendors are generally issued weekly on Thursday. Payment requests must be submitted with all required documentation to the Accounts Payable office no later than 4:30 PM on Tuesday to be included in that week's check run. See the SOP titled "Accounts Payable Check Request Deadline and Process" for further details.~~

~~VII.~~VIII. Emergency Purchases

- A. "Emergency" shall be defined as follows: "Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare, or safety; and (c) require prompt execution of a contract to remedy the situation."
- B. When emergency conditions will not permit bids to be obtained, bids or quotations may not be required. However, ratification of the purchase decision must be obtained by the appropriate approving party within the next working day.
- C. In the event of a natural disaster or calamity, expenditures or authorization to borrow money not contemplated in the budget shall be authorized by:
 - The Board of Directors by resolution, or
 - The Fire Chief or the Fire Chief's designee by written order in the event prompt action is necessary to protect the public health or safety following such an emergency, and when it is not practical to convene a meeting of the Board of Directors. (ORS 294.481)
 - The Fire Chief or the Fire Chief's designee shall have authority to approve and execute contracts in any amount without approval of the Board: provided, however, that the Fire Chief or the Fire Chief's designee shall make all reasonable efforts to obtain approval of the Board Chair before entering into a contract in excess of \$50,000.
 - The Fire Chief or designee shall have authority to determine when

Purchasing Policy - 14



emergency conditions exist sufficient to warrant an emergency contract. The nature of the emergency and the method used for the selection of the contractor shall be documented.

- Emergency contracts may be awarded as follows:
 - a) Goods and Services - Emergency contracts for procurement of goods and services may be awarded pursuant to ORS 279B.080, the District's Public Contracting Rules, and Section VII herein.
 - b) Public Improvements - Emergency contract for public improvements may be awarded according to the process set forth in the District Public Contracting Rules.

~~VIII~~.IX. Exemptions from Competitive Bidding on Contracts

- A. The District's adopted public contracting exemptions are set forth in the District Public Contracting Rules, attached as Appendix A. The LCRB may exempt certain additional contracts or classes of contracts for procurement of goods and services from competitive bidding according to the special procurement procedures described in ORS 279B.085.
- B. The LCRB may exempt certain contracts or classes of contracts for public improvement from competitive solicitation requirements according to the procedures described in ORS 279C.335 and the District Public Contracting Rules attached as Appendix A (Alternative Contracting Methods).

~~IX~~.X. Sole-Source Purchases

- A. Sole Source goods and service procurements will follow the procedures set forth in District Public Rule 137-047-0275(see Appendix A - p. 19).

~~X~~.XI. Intergovernmental/Cooperative Purchasing

- A. Intergovernmental and cooperative purchasing rules and guidelines are set forth at District Rule 137-046-0400 et seq, (see Appendix A - p. 6). Personnel should refer to these sections for the appropriate procedures.
- B. The Logistics Director will have the authority to join other units of government in cooperative purchasing when it serves the best interest of the District. This is usually done by entering into intergovernmental agreements with other federal, state, and/or local governments for intergovernmental and cooperative purchasing as needed for the District's benefit. Please refer to the "Contracts, Signatures and Financial Authority" policy for authorized signators.

~~XI~~.XII. Requests for Proposals ("RFP")

- A. An RFP process may be desirable for the procurement of certain goods and services, or public improvement projects. These circumstances usually arise when considerations beyond the price of the product, service, or work are

Purchasing Policy - 15



important to the District. When this occurs, it is the District's responsibility to identify the criteria, associated weights, specifications and other requirements that would satisfy the District's needs.

- In making an award using the request for proposal process for goods and services, the District shall follow the procedures laid out in District Public Contracting Rule 137-047-0260 (see Appendix A - p. 13) and other applicable Division 47 rules (see Appendix A - p. 10). The evaluation process(s) to be used shall be stated in the RFPs.
- In utilizing an RFP for a public improvement contract, the District shall follow the procedures laid out in District Public Contracting Rule 137-049-0200 (see Appendix A - p. 52), 137-049-0650 (see Appendix A - p. 73), and other applicable Division 49 rules (see Appendix A - p. 50).
- The District shall follow the procedures for public notices of solicitations as stated in the statutes and the District's Public Contracting Rules. District Public Contracting Rules relating to electronic publication shall apply. It is noted, however, that solicitations for public improvement contracts of \$125,000 or more must also be published in a trade journal of general statewide circulation.

~~XIII~~.XIII. Public Improvements Contracts

- A. The rules and guidelines for CFD1 public improvement contracts are set forth in the District Public Contracting Rules (see Appendix A - pg. 90).

~~XIII~~.XIV. Ethics in District Purchasing

- A. With regard to the ethical topics listed below and with regard to any other ethical matter not listed herein, the District will follow its public contracting rules and ORS Chapters 244, 279A, 279B, and 279C. Employee conflict of interest apply under the following circumstances:
 - Employee disclosure requirements
 - Gratuities and kickbacks
 - Prohibition against contingent fees
 - Restrictions on employment of present and former employees
 - Use of confidential information

~~XIV~~.XV. Public Access to Purchasing Information

- A. Purchasing information will be public record to the extent provided in ORS Chapters 279A, 279B, and 279C, Public Contracting Rules, and ORS Chapter 192.
- B. Fees for purchasing information will be collected in accordance with the fee structure outlined in the "District Cost Recovery Fees" policy.



~~XV~~XVI. Failure to Follow Purchasing Policy

- A. Employees who do not follow the District's purchasing policy will have their supervisor notified. If problems persist, the supervisor will work with the District's Human Resources Department for resolution of the situation.

~~XVI~~XVII. Surplus Property

- A. The District will follow the procedures set forth in the District SOP titled 'Disposal of Equipment and Scrap Items' and in Rule E-16 of the Public Contracting Rules (see Appendix A - p. 90).

~~XVII~~XVIII. Definitions and Abbreviations

- A. Whenever the following words are used in this Purchasing Policy or referenced documents, the intent and meaning shall be interpreted pursuant to the definitions set forth in the Oregon Public Contracting Code and the District's Public Contracting Rules, attached as Appendix A. In the case of conflict between the following definitions and state law and the District's Rules, state law and the District's Rules will prevail. To the extent these terms are undefined by state law and the District's Rules, the following terms mean:

- **Approval** means the process of authorizing an action prior to its execution.
- **Board of Directors** or **Board** shall mean the governing board of CFD1.
- **Contract Documents** consist of the owner-contractor agreement, the conditions of the contract (general, supplementary, and other conditions), all drawings, written specifications, and all Addenda issued prior to and all modifications issued after execution of the Contract and as otherwise established in the Contract and/or CFD1 solicitation.
- **Department Head** shall mean the individual responsible for budget and purchasing authority for a station or program.
- **Division Chief** shall mean the Division Chief responsible for any cost centers under their division.
- **Emergency Purchase is defined in ORS 279A.010(1)(f)**, and means purchasing under circumstances that could not have been reasonably foreseen and that create a substantial risk of loss, damage, interruption of services, or threat to the public safety that requires prompt action to remedy the situation.
- **Fire District** shall mean Clackamas Fire District #1 (CFD1).
- **Local Contract Review Board (LCRB)** means the Board of Directors for CFD1 as described by Board Resolution.
- **Munis** refers to the Fire District's enterprise resource planning software

Purchasing Policy - 17



system. This system integrates accounting, purchasing and service order functions.

- **Performance Bond** means a form of security executed subsequent to award by a successful Bidder that guarantees the proper execution of the Contract and the payment of debts to persons furnishing services or materials because of the Contract work. The bond is provided by the contractor prior to Contract execution.
- **Purchase Order** shall mean the form constituting written authorization to a vendor to furnish the CFD1 with materials, equipment, supplies, or services of the kinds and in the amounts specified.
- **Requisition** is the first step of the purchasing process, and constitutes an initial order for goods, services, inventory items, and internal services.
- **Specifications** mean any description of the physical, technical, or functional characteristics or of the nature of a commodity, service, or construction item. It may include a description of any requirement such as inspecting, testing, or preparing a commodity, service, or construction item for delivery. It may also include provisions that govern various aspects of the relation of parties under the Contract.
- **Workflow** refers to the automated authorization process in Munis, by which a requisition or invoice is routed to the approval authorities noted in this policy. Once all required authorizations are obtained, the document is deemed complete.

~~CERTIFIED~~

~~FIRE CHIEF~~

~~FRED CHARLTON~~

August 2022



Parachutist rescue on August 12



Crews working on the Mather Rd Fire

Highlights

- NarcBox program rolled out. This improves compliance with DEA for the storage and distribution of controlled medications with new technology.
- The Fire District was very busy with social media postings during the month of August. Examples of this include: fire prevention and educational messages, information about the Rum Creek wildfire in southern Oregon, details on numerous emergency incidents, training activities, job postings, and Board Member recognition.
- Inspectors Dahlgren and Kragero attended a week-long Wildland Fire Investigation course in Scappoose.

Notable Events/Calls

- 8/4 - Commercial Fire on SE Sunnyside Rd. Crews responded to a fire in a parking garage that was converted to a storage unit. One person escaped the blaze. Crew quickly extinguished the fire and prevented any further spread to the building.
- 8/12 - Skydive Rescue. Truck 316 was requested by Molalla FD for a skydiver stuck in a tree. Crews used the aerial to safely remove two people from the tree.
- 8/12 - Structure Fire in OC. E317 was first due to a two-story house with a working fire. Crews quickly extinguished, searched, and ventilated the residence. Fire was under control in 13 minutes.
- 8/16 - Residential fire on SE Mather Rd. Crews arrived to a well involved exterior fire that made its way into the second floor and attic. Crews pulled line interior and exterior to extinguish the fire.
- 8/16 - Barn fire on S Beaver Creek Rd. Crews extinguished a barn fire full of classic cars. Rural water supply operations were used to get water to the scene.
- 8/29 - Tanker hauling gasoline rolled over and caught fire at Hwy 26 and Stone Rd.
- 8/29 - Residential Fire at SE Mae Hazel Ln. Crews had a working fire in the living room of a double wide mobile home

FIRE CHIEF'S REPORT

August 2022

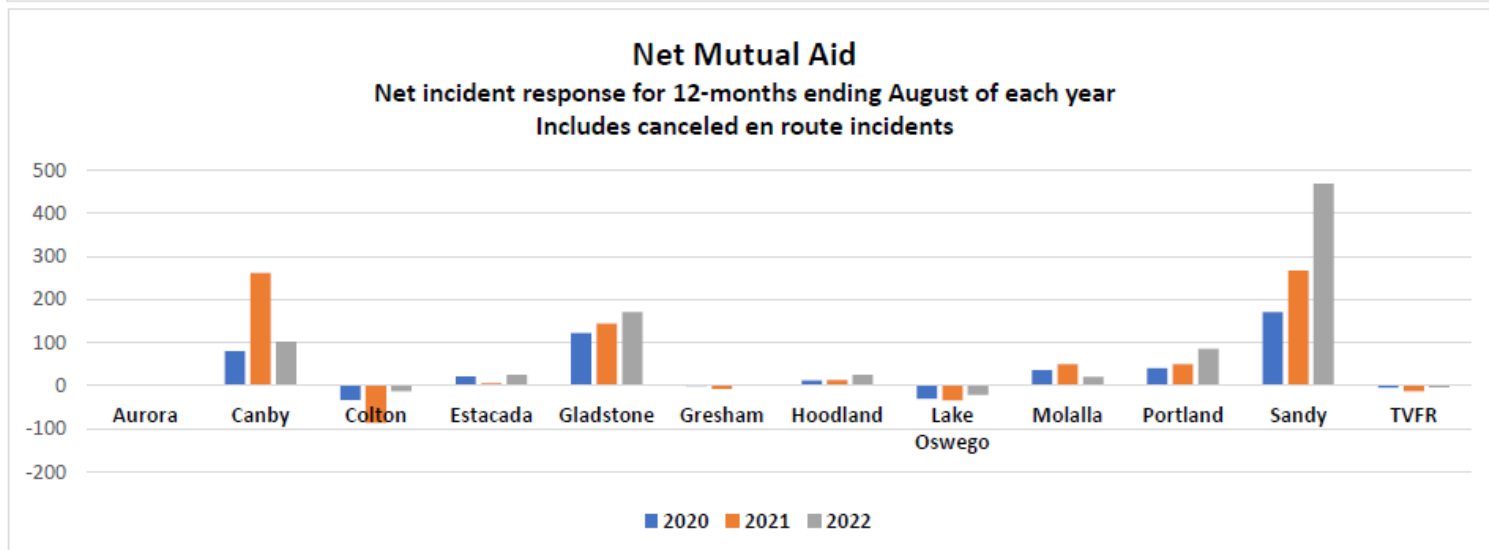
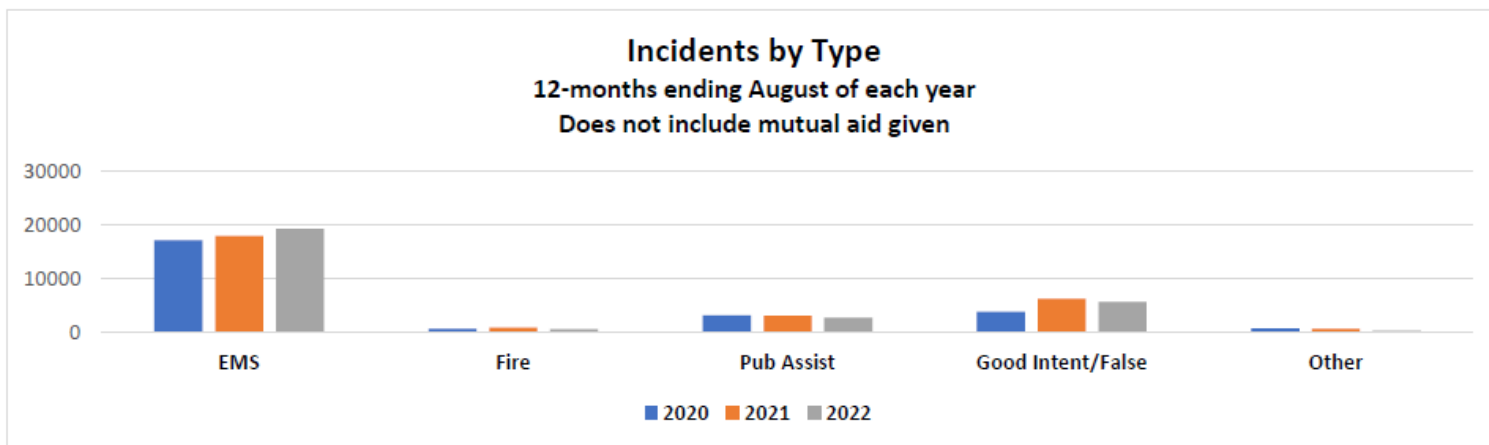
Organizational Data

Staffing

	Response	Risk Reduction	Staff	Suppression Volunteers	Support Volunteers
Allocated	248	12	55		
Filled	246	11	53	22	15
Academy	0	0		0	0

Volunteers

Training		Community Involvement		Duty Shifts	Station 12	Station 13	Station 21	Support
# of Drills	5	# of Events	1	Nights	20/31	1/31	10/31	5/31



Average Company Time Committed	
Time: 202 hours and 16 minutes	Percent of Month: 27.86%
Includes Preparation and Response: Incidents, Apparatus/Equipment Checks, Physical Fitness, Training	

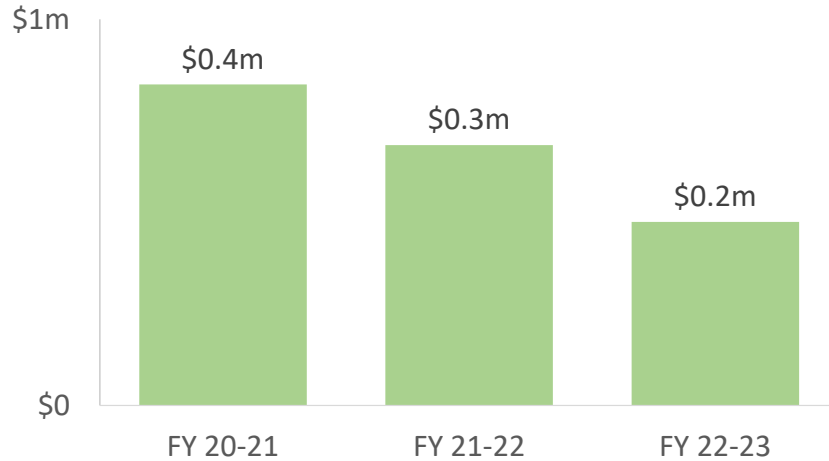


FINANCIAL REPORT

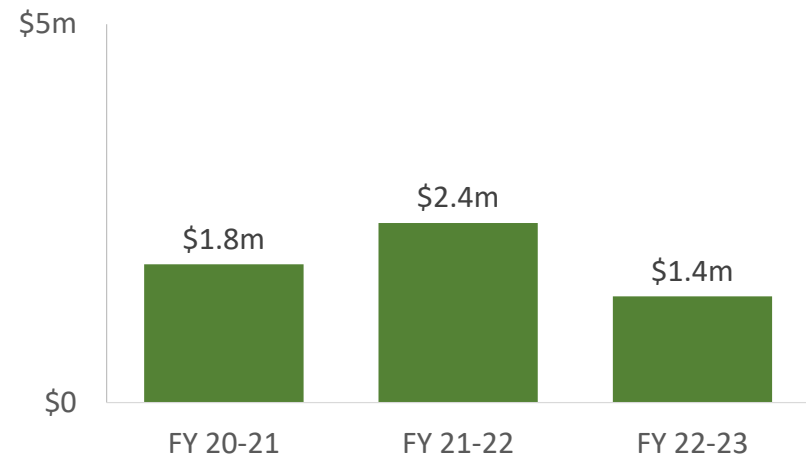
Period Ending August 31, 2022

R-1d

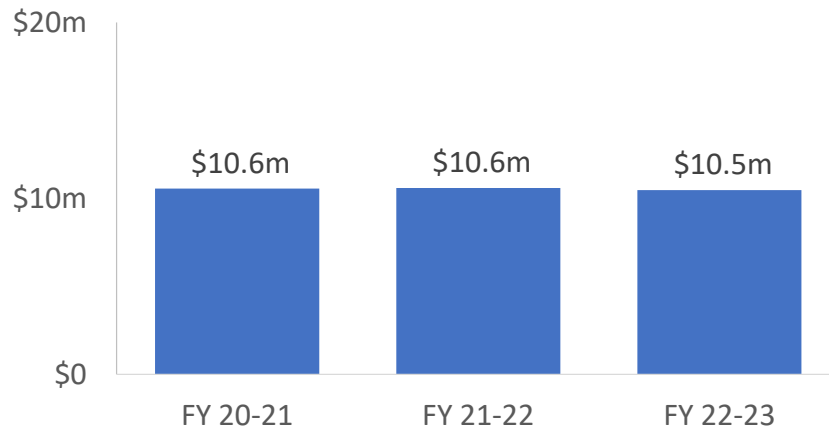
General Fund Property Tax Revenues Through August



General Fund Total Revenue Through August

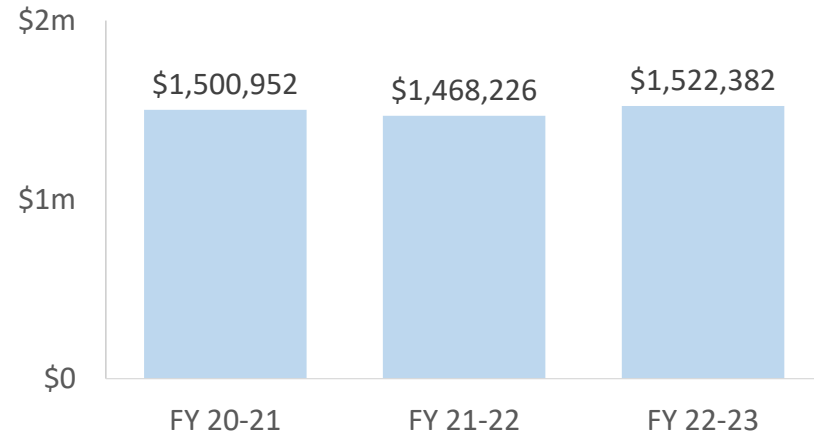


General Fund Salary & Benefits Through August



18.1% of FY budget spent

General Fund Overtime Through August



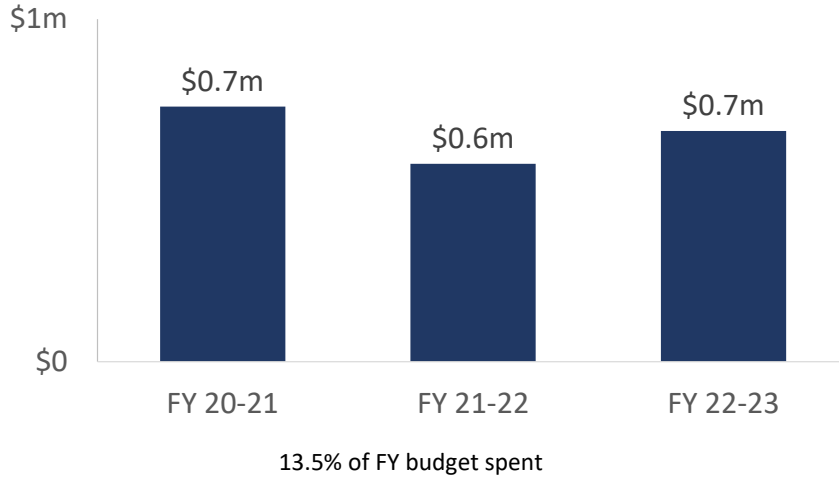
27.0% of FY budget spent



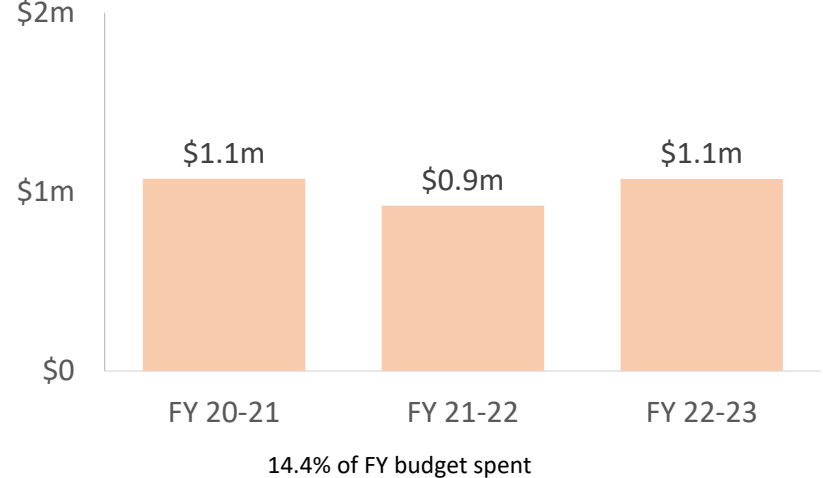
FINANCIAL REPORT

Period Ending August 31, 2022

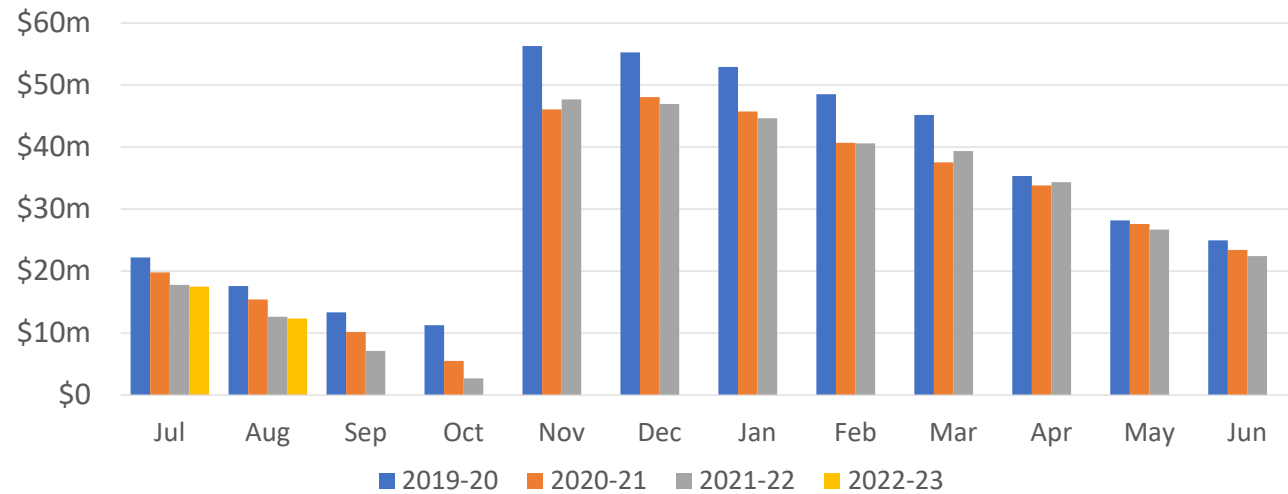
General Fund Health Claim Expenses
Through August



General Fund Materials and Services
Through August



Month-End Cash Balance, All Funds





10 - GENERAL FUND

Budget to Actual Report for Period Ending
August 31, 2022

Clackamas Fire District #1

	Adopted Budget	Actual YTD	% of Budget
Beginning Fund Balance	\$15,135,000	\$15,135,000	100.0%
<i>Revenues</i>			
Tax Revenue	\$61,216,000	\$237,729	0.4%
Interest	\$310,000	\$30,451	9.8%
EMS Revenue	\$1,990,000	\$203,209	10.2%
Contract Revenue	\$3,231,475	\$645,536	20.0%
Conflagration Revenue	\$0	\$0	0.0%
Grants	\$75,000	\$0	0.0%
Other Revenue	\$1,402,380	\$287,279	20.5%
Transfers In	\$70,600	\$0	0.0%
Total Revenues	<u>\$68,224,855</u>	<u>\$1,404,204</u>	<u>2.1%</u>
Total Available Resources	\$83,359,855	\$16,539,204	19.8%
<i>Expenditures</i>			
Fire Chief's Office	\$487,527	\$112,239	23.0%
Emergency Services	\$47,553,333	\$8,533,352	17.9%
Business Services	\$17,261,295	\$2,896,562	16.8%
Debt Service	\$1,990,267	\$0	-
Transfers Out	\$192,000	\$0	-
Contingency	\$2,702,580	\$0	-
Total Expenditures	<u>\$70,187,002</u>	<u>\$11,542,153</u>	<u>16.4%</u>


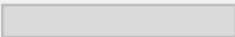


CORRESPONDENCE


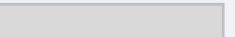

C – 1 Social Media compilation covering August

C – 2 Email thank you from Deerfield Park 1 & 2 Board of Directors



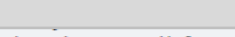

Social Media Comments

Thankful to crews responding to the Johnson Rd. fire in Milwaukie, Aug. 2:


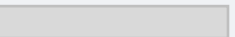

 
Thank you for your quick response and service . Stay safe 
[Like](#) [Reply](#) [Hide](#) 5w 

 
Thank you all for keeping us safe. You guys are amazing!
[Like](#) [Reply](#) [Hide](#) 5w 


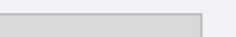


Thankful to crews and Crew 30 for their response at the Miller Rd. Fire, Aug. 4:

  Top fan

Thank you all for your bravery and dedication! You are so appreciated!
[Like](#) [Reply](#) [Hide](#) 5w 


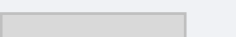

Thankful to crews who responded to the McKinney Fire, Aug. 5:

 
Thank you. Thank you isn't enough for any of you. You are absolute heroes. My gratitude for your service.
[Like](#) [Reply](#) [Hide](#) 5w 

Thankful to Clackamas Fire for always welcoming their family into the station for tours, Aug. 15:

 
CFD has always welcomed my sons and I for tours. Now my son is at fire academy in central Oregon making his dream happen.
Thank you CFD!
[Like](#) [Reply](#) [Hide](#) 3w   3

Thankful to crews who saved Mr. Stanley's life, Aug. 25:

 
So great that these amazing first responders were able to revive Mr. Stanley. It is also so really nice to see that Mr. and Mrs. Stanley took the time to show their gratitude and appreciation to these heroes.
[Like](#) [Reply](#) [Hide](#) 2w 

From: Deerfield Park 1&2 HOA Board of Directors <[REDACTED]@gmail.com>
Sent: Tuesday, August 23, 2022 11:36 AM
Subject: Deerfield Park 1&2 BBQ Block Party and Firewise Community Education Event

Hello Friends, Neighbors and Partners,

Last Tuesday the 16th, we hosted our renewed annual Deerfield Park 1&2 Block Party in partnership with the City of Happy Valley, Clackamas Fire District #1 and Happy Valley Police Department with a combined 50+ people in attendance! New this year was a joint Deerfield Park 1&2 Firewise Community Education and Awareness Event. Special thanks and appreciation go to [REDACTED] for hosting the BBQ and [REDACTED] for his grilling expertise! We really appreciate Kari Shanklin from Clackamas Fire #1 with the Firewise Community table and games. She was a big hit with the kids and adults, and so was Engine 306 from Happy Valley Fire Station! Kacy Cullen and Ashley Degner rolled up with the Happy Valley Fun Mobile, and was it ever! Thank you. Speaking of fun, Officer David Coan and Police Chief Richard Sheldon showed up and even joined in a wicked game of Cornhole. We let David win. As always, Steve Campbell, Happy Valley Director of Community Services supported our evening with a permit, street barricades, hotdogs, buns and staff assistance. Finally, thank you to our neighbors for showing up and making this a community-building, joyous event! For those who couldn't attend, we hope to see you next year.

Our sincere thanks and gratitude,

Your Deerfield Park 1&2 Board of Directors,
[REDACTED]



INFORMATIONAL ITEMS

- I – 1 KOIN News, August 4, 2022, “The importance of having a ‘Go Now’ wildfire evacuation plan.” <https://www.koin.com/news/wildfires/the-importance-of-having-a-go-now-wildfire-evacuation-plan/>
- I – 2 Flash Alert, August 5, 2022, “Clackamas Fire Responds to Tri-Met Train Accident.” (article attached)
- I – 3 KOBI News, August 5, 2022, “Milwaukie MAX train crash: Train operator hospitalized, 2 passengers hurt.” <https://kobi5.com/news/milwaukie-max-train-crash-train-operator-hospitalized-2-passengers-hurt-193127/>
- I – 4 KTVZ News, August 5, 2022, “Light rail train strikes barrier in Oregon, 2 hurt.” <https://ktvz.com/news/ap-oregon-northwest/2022/08/05/light-rail-train-strikes-barrier-in-oregon-2-hurt/>
- I – 5 KATU News, August 8, 2022: “Portland area fire departments prepare for possible wildfire breakout.” <https://katu.com/news/local/portland-area-fire-departments-prepare-for-possible-wildfire-breakout>
- I – 6 KOIN News, August 8, 2022, “Car fire slows traffic on I-205 Southbound.” <https://www.koin.com/local/car-fire-slows-traffic-on-i-205-southbound/>
- I – 7 KATU News, August 13, 2022: “Firefighters use ladder truck to pluck stuck parachutist from tree.” <https://katu.com/news/local/firefighters-use-ladder-truck-to-pluck-stuck-parachutist-from-tree-molalla-oregon-sky-dive-clackamas-county>

CLACKAMAS FIRE RESPONDS TO TRI-MET TRAIN ACCIDENT (PHOTO)

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

Posted on FlashAlert: August 5th, 2022 9:45 AM

Downloadable file: [Tri-Met vs barricade](#)

Minor injuries reported after a Tri-Met train struck an end of the line barricade at SE park and SE 27th ave in Milwaukie. The incident is under investigation as to what caused the accident. Two individuals had minor injuries and were evaluated on scene. One train patron reported he slept through the collision. Please reach out to CCSO and Tri met for further details as to the cause of the accident and current delays in train operations.

Contact Info:

Public Information Officer Micah Shelton, Pager: (503)294-3555, Email: cfdpio@clackamasfire.com