



**Clackamas Fire District #1**

# **Board Meeting Briefing Packet**

**October 17, 2022**



*Here for you*

CLACKAMAS FIRE DISTRICT #1

**Board of Directors' Meeting  
Monday, October 17, 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  
SEPTEMBER 19, 2022. (Packet Pg. 4)**
- IV. PUBLIC COMMENT** *(The President will call for statements from citizens regarding  
District business, not to exceed three minutes per person.)*
- V. BUSINESS – Action required**
  - B-1 Request Board Approval of Revised Board Policy Manual –  
Assistant Chief Brian Stewart (Packet Pg. 11)  
Review of Board Committees and Liaisons List – President Wall (Packet Pg. 40)**
  - B-2 Request Board Approval of Resolution 22-05 for an Interfund Loan –  
Chief Financial Officer Mark Whitaker (Packet Pg. 102)**
  - B-3 Request Board Approval of GEMT Contract – (Packet Pg. 104)  
Chief Financial Officer Mark Whitaker**
- VI. OTHER BUSINESS – No action required**
  - OB-1 Board Committee/Liaison Reports**  
Interagency Committee – Director Joseph/Director Syring  
Clackamas Emergency Services Foundation – Director Cross
  - OB-2 Board Informational Updates/Comments**
  - OB-3 Future Funding Taskforce Update – Director Hawes**



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## **VII. INFORMATIONAL ONLY**

### **A. Division/Department Reports**

R-1a Office of the Fire Chief – Fire Chief Nick Browne **(Packet Pg. 118)**

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. 120)**

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

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

R-1g Volunteer Association Report – President Jerry Kearney

### **B. Correspondence **(Packet Pg. 123)****

### **C. Informational Items **(Packet Pg. 128)****

### **D. Next Meeting**

The next Board of Directors' meeting will be on Monday, November 21, 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 September 19, 2022

### ATTENDANCE

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

Others present: Nick Browne, Matt Amos, Michael Carlsen, Heather Goodrich, Izak Hamilton, Oscar Hicks, Shelby Hopkins, Rick Huffman, Kenton Johnson, Shawn Olson, Ariel Roberts, Josh Santos, Brian Stewart, Mark Whitaker, Doug Whiteley, Matt Wiken, and Stations 3, 4, 5, 7 – 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 5:00 pm.

#### **II. CHANGES TO THE AGENDA**

Chief Browne noted that there will not be a Business Services update at this meeting.

#### **III. APPROVAL OF THE REGULAR BOARD MEETING MINUTES ON AUGUST 15, 2022, AND THE JOINT WORK SESSION ON AUGUST 22, 2022.**

Approved as written.

#### **IV. PUBLIC COMMENT**

None.

#### **V. PRESIDENT THOMAS JOSEPH'S REMARKS**

President Joseph said that this is the last meeting of his presidency.

President Joseph awarded Chief Financial Officer (CFO) Mark Whitaker, Finance Manager Michael Wong, and the Office of Financial Services the Board President's Award of Appreciation. The Board recognized CFO Mark Whitaker for his proactive actions in leading the District. CFO Whitaker has focused on the financial management and stability of the organization, created efficiencies, detected inaccuracies in systems, and enhanced processes while building a financial system that is transparent and fiscally responsible. President Joseph thanked CFO Whitaker and his team for all their work.

# Clackamas Fire District #1



## **VI. ELECTION OF BOARD OFFICERS – President Joseph**

President Joseph opened the nominations for President.

Director Syring nominated Marilyn Wall. No other nominations.

By consent, President Joseph announced Director Wall as elected to Board President and handed her the gavel. President Wall presided over the rest of the meeting.

President Wall thanked Thomas Joseph for his time, dedication, and hands-on leadership.

President Wall opened the nominations for Vice President.

Director Cross nominated Jim Syring. No other nominations.

By consent, Director Syring was elected to Vice President.

President Wall opened the nominations for Secretary/Treasurer.

Director Cross nominated Chris Hawes. No other nominations.

By consent, Director Hawes was elected to Secretary/Treasurer.

## **VII. PRESENTATION – FIRE PREVENTION MONTH – Fire Marshal Shawn Olson**

Fire Marshal (FM) Olson gave a recap of the recent Safety Fair from the previous week. It had been two years since this event was held. This is a great event to connect with the public. He estimated the attendance to be 500-700 people. Due to the wildfire event, not all the apparatus and crews that were planned were able to be there.

FM Olson said that the Fire Prevention Month theme was established by the National Fire Protection Association and is “Fire won’t wait. Plan your escape.” It focuses on simple, important actions to stay safe from home fires. He presented the upcoming October schedule for Fire Prevention month. Activities planned include presenting to schools and senior groups, station tours, and station open houses.

Director Joseph asked if they do anything with the private schools. FM Olson will check on that and follow up with him.

Director Syring noted that there were two open houses planned for Halloween. Eagle Creek has a long-standing tradition for an open house on Halloween night and he asked if it was the same for Gladstone. Division Chief (DC) Huffman said that historically, the City of Gladstone has a large Halloween celebration and they shut the street down. The station participates.

Director Hawes commended FM Olson and his team for their work on the safety fair despite the wildfire event.

## **VIII. BUSINESS – Action required**

# Clackamas Fire District #1



## **B-1 REQUEST BOARD APPROVAL OF PROCLAMATION 22-01 – TO DESIGNATE THE MONTH OF OCTOBER 2022 AS FIRE PREVENTION MONTH – FIRE MARSHAL SHAWN OLSON**

**Director Hawes made a motion and Director Cross seconded to approve Proclamation 22-01 – To Designate the Month of October 2022 as Fire Prevention Month, with the theme, “Fire won’t wait. Plan your escape.” Motion passed unanimously.**

## **B-2 REQUEST BOARD APPROVAL OF VOIP SYSTEM VENDOR – CHIEF TECHNOLOGY OFFICER OSCAR HICKS**

Chief Technology Officer (CTO) Hicks explained that this service will put the phone system in the cloud. They will gain savings and be using more modern technology.

Director Wall said she saw different pricing and wanted to know what the costs were. CTO Hicks explained that the software service has a higher start-up cost and once it’s in place, there is a monthly cost. This will be \$25,000 less per year than the current services.

**Director Joseph made a motion and Director Hawes seconded to authorize the Board Secretary and the Fire Chief to execute the Voice over Internet Protocol (VoIP) agreement with GoTo Communications Inc.**

AC Stewart said that this agreement does not require the Board Secretary’s signature. Motion was amended.

**Director Joseph made a motion and Director Hawes seconded to authorize the Fire Chief to execute the Voice over Internet Protocol (VoIP) agreement with GoTo Communications Inc. Motion passed unanimously.**

## **B-3 REQUEST BOARD APPROVAL OF RESOLUTION 22-04 FOR TAX ANTICIPATION NOTE – CHIEF FINANCIAL OFFICER MARK WHITAKER**

CFO Whitaker said this is similar to what the Board approved last year. Tax Anticipation Notes (TANs) allow the District to borrow if needed. If any funds need to be borrowed, they would pay it back as soon as the property tax receipts come in. He reported that they are roughly in the same place as last year and he does expect that they’ll need to use the TANs, but he wants to have the proper reserves in case of any events. They will need to pay legal fees regardless of whether the TANs are utilized.

Director Joseph asked how much was requested. CFO Whitaker said they are requesting up to \$3 million. Last year they requested up to \$4 million.

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President Wall noted that there was no bank fee. CFO Whitaker confirmed.

President Wall said in the report it said a special account will be set up but then it mentioned the General Fund. CFO Whitaker explained that they are creating a special sub-fund in the General Fund so they can keep track of it. They are not creating an entirely new fund.

Director Syring asked if the federal rate increase was included in this. CFO Whitaker thinks that the bank has this rate increase built in.

**Director Hawes made a motion and Director Cross seconded to approve Resolution 22-04 for Tax Anticipation Note of up to \$3 million. Motion passed unanimously.**

## **IX. OTHER BUSINESS – No action required**

### **OB-1 Review and First Reading of Board Policy Manual – Assistant Chief Brian Stewart**

Assistant Chief (AC) Stewart said the updates include annual maintenance, items that will move the organization forward, and concerns from the Board such as diversity, equity, and inclusion.

Staff focused on three things they wanted to address:

- 1) Updating the language to reflect the Board’s authorization of the Fire Chief to utilize the Assistant Chiefs as he envisioned
- 2) Updating the accounting and debt management and purchasing policies per CFO Whitaker and
- 3) Looking at the Leave of Absence policy which was not in the policy before

AC Stewart walked through the packet with the Board. CFO Whitaker went over the financial section changes. He said that they have been also working with the new auditor to update the policies.

### **OB-2 Board Committee/Liaison Reports**

#### **EMS Committee – Director Cross / Director Joseph**

Director Cross said that he and Director Joseph met with DC Huffman. As he is new to the District, they spent time getting to know him. They also discussed his vision for EMS and the low acuity call challenges. They will meet with him quarterly.

Director Joseph echoed the sentiments and was glad to get to know DC Huffman. He has requested that any new staff attend a Board meeting after they join CFD, so they get introduced to the Board and get to see how the organization works.

### **Executive Committee –Director Joseph / Director Wall**

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President Wall said the committee met on September 6 and was given an excellent presentation from Process Manager Shelby Hopkins. She will be coming to the next Board meeting to give that same presentation.

## **OB-3 Board Informational Updates/Comments**

Director Cross said he personally knew some people who had to be evacuated due to the McIver Fire. They were relieved that their property didn't get damaged and thankful for the efforts of the District.

Director Hawes also knew people who lived nearby. Director Hawes commended Chief Browne for pulling out all the stops and recognizing what could have happened with that fire. With the wind blowing the way it was, it could have reached Oregon City in a couple of hours. He appreciated all the work of CFD on that fire.

President Wall said that she attended a CFD promotional ceremony last week and it was a great event.

## **X. INFORMATIONAL ONLY**

### **A. Division/Department Reports**

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

Chief Browne shared that August was a busy month. Community Services and the Public Information Office have been doing a great job with social media messaging.

Chief Browne said that he was extremely proud of the Incident Management Team (IMT), the crews, and Crew 30's work on the McIver Fire. CFD had increased staffing to prepare for a possible event. Forty-two apparatus and support vehicles and 87 personnel responded.

Director Hawes asked about the CFD firefighter who had a cardiac event.

Chief Browne said a stint was put in and he is recovering well at home. It was an incident within an incident. There was an active wildfire running and one of the firefighters went down with chest pain. The crew had the awareness that something wasn't right and took action to get him to the hospital. They handled a stressful situation and still care for the downed firefighter. He commended them for their phenomenal efforts.

Chief Browne reported that since August 29, CFD responded to the McIver Fire, 15 working structure fires, five vehicle fires, 45 brush fires, two vehicle entrapments, one high-angle rescue, 2,523 medical calls, and 12 cardiac arrests.

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



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AC Stewart said he and DC Huffman met with Clackamas County to discuss urban renewal dollars and how they could possibly transfer some of those funds to improve the campus on 130<sup>th</sup>. They are also looking at adding security improvements to Station 1. The Gladstone station remodel will be delayed, but they expect it to be complete by the end of October.

IT Services has been working with Facilities on the Sonitrol security access. He thanked Administrative Technician (AT) Patricia Gonzalez for doing a deep dive into those expenses and finding \$6,800 of expenses that Sonitrol will be crediting back.

AC Stewart reported that Inspector Amos has been working with leaders in the District on the strategic plan. He's also completed a growth projection for CFD.

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

No update per earlier announcement.

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

CFO Whitaker said that there are three potential risks to the budget. One of those would be a major event/disaster. Fortunately, FEMA will reimburse some costs from the McIver Fire. Health claims are another risk. So far, those claims are stable. The third risk is operational replacement overtime. Similar to last year, these costs have been quite high. They have a plan to contain these costs in the future and they are watching it closely.

CFO Whitaker said they are looking at future investments for the District. Rather than keep everything in the LGIP, they are researching treasury bills. If they do decide to invest, he will add a section to the monthly finance report, so the Board is up to date.

Director Joseph asked how FEMA calculated the reimbursements.

CFO Whitaker explained that they reimburse 75% of actual costs. Some costs are eligible, such as overtime, and other costs, such as the preparations prior, are ineligible.

President Wall said she also heard that there has been a lot of leave usage that is contributing to the overtime.

CFO confirmed and said that they are watching the leave and it's within the bargaining agreement.

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

DC Huffman reported that CFD had incident management personnel assigned to California, Joseph, Grants Pass, and Oak Ridge. He felt that the repositioning of the CFD IMT was well handled.

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CFO Whitaker said that last year, CFD applied for an Assistance to Firefighters grant to fund new cardiac monitors. They were recently approved for a grant of just under \$1 million for this endeavor. He congratulated DC Whiteley and Battalion Chief (BC) Santos who authored that grant application.

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

Shop Steward Gordian reported that the Local has been busy with D-shift, political season, and the apprenticeship program.

Director Cross expressed his appreciation to all the crews.

## **R-1g Volunteer Association Report – Chaplain Kenton Johnson**

Chaplain Kenton Johnson reported on the station coverage and drill topics. He also shared that there is a new chaplain named Brian Early.

## **B. Correspondence**

Noted.

## **C. Informational Items**

Noted.

Chief Browne thanked Director Joseph for this leadership as the Board President.

It was discussed that CFD is working on opening up the meeting for public attendance, but the meeting will remain hybrid.

## **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.

## **VIII. ADJOURNMENT**

The regular Board of Directors' meeting adjourned at 6:16 pm.

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

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**President Marilyn Wall**

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**Secretary Chris Hawes**



# CLACKAMAS FIRE DISTRICT #1

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## Memo

<b>To</b>	Board of Directors
<b>From</b>	Assistant Chief Brian Stewart on behalf of Fire Chief Nick Browne
<b>Date</b>	October 11, 2022
<b>Subject</b>	Board of Directors' Policy Manual Review

### Action Requested

Requesting the Board of Directors review and approve the proposed Board of Directors' Policy Manual.

### Background

The Board introduced, discussed, and deliberated draft changes to the Board of Directors' Policy Manual last month. The Board identified two changes needed (i.e., District timeline in the preamble, replacing biannual with semi-annual in Section 7.8) during this first review of the Board's two-step process. Staff has prepared a proposed Board of Directors' Policy Manual by completing those changes, making minor adjustments to the preamble, updating the service area map, and incorporating anticipated Committee/Liaison assignments.

### Board Policy Implications

There are no policy changes from the draft presented in September – the proposed manual is attached.



**Clackamas Fire District #1**

# **Board of Directors’ Policy Manual**

**Revised October 2022**

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# Board of Directors' Policy Manual

## Preamble

Clackamas Fire District #1 recognizes, and is stronger for, the heritage and unique contributions of each agency that joined together to build Clackamas Fire District #1. Focused on improving service, together these agencies have built Clackamas Fire District #1 into a leader in service to our communities and a national leader in fire and medical services.

1976 – Clackamas Fire District #1 formed through a merger of Multnomah County Fire District #72 and Milwaukie Rural Fire Protection District #56.

1988 – Redland Fire District #54 and Happy Valley Fire District #65 merged into Clackamas Fire District #71.

1990 – Clackamas Fire District #1 merged into Clackamas Fire District #71. Rather than using the receiving district's name, the District opted to use Clackamas Fire District #1.

Since the formation of the new Clackamas Fire District #1 in 1990, the following agencies have joined the District:

- 1994 – Beaver Creek Fire District #55 (merger)
- 1998 – Oak Lodge Fire District #51 (merger)
- 2003 – Clarkes Rural Fire Protection District #68 (annexation)
- 2005 – City of Milwaukie (annexation)
- 2008 – City of Oregon City (annexation)
- 2017 – Boring Fire District #59 (annexation)
- 2022 – City of Gladstone (contract for service)

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, Beaver Creek, 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 22 community fire stations strategically located throughout the District with a workforce of more than 300 employees and approximately 35-50 community volunteers. It is one of the largest fire protection districts in Oregon serving over 220,000 community members in an area protecting over 228 square miles.

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



**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.

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. 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). 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.

### **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).

### **4.4**

Collective Bargaining Agreement. It is the policy of the Board to delegate to the Chief (or 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 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 (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.

<u>Position</u>	<u>Board Member</u>	<u>Term Expires</u>
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 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.

## 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

### **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**

- Presentation of the Strategic 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 semi-annually review the Strategic 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 their designated staff.

### **8.1**

It is the policy of the Board to maintain the following standing committees/liaisons:

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



- Legislative 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 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.

## **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, 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.

#### **11.5**

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 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:

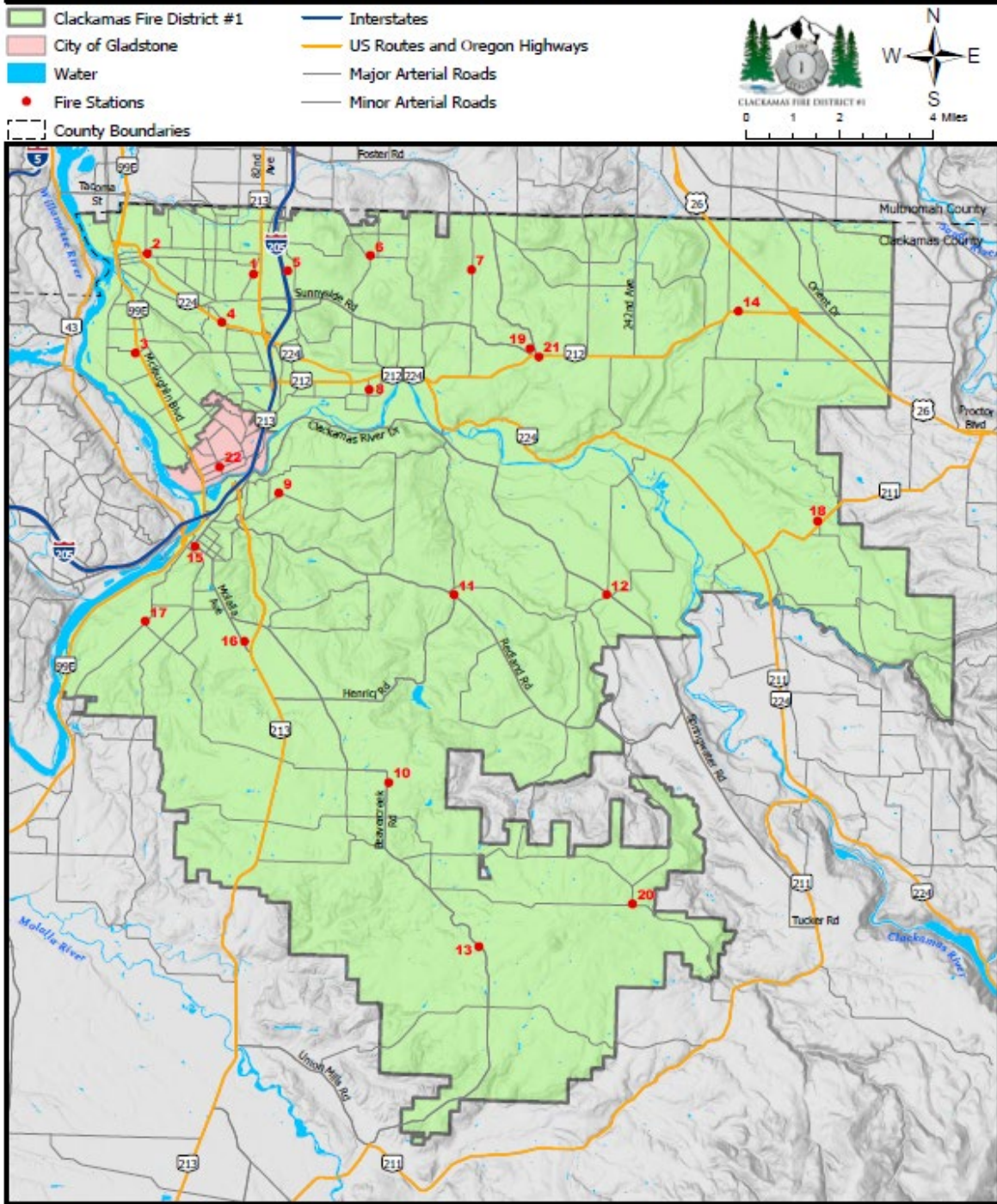
- Existing EZone boundaries or exemption of taxable property should not be amended unless the sponsor, in consultation with the District, concludes that the amendment is in the best interests of the community at large and will not diminish the District's ability to provide services.

- 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

## FIRE DISTRICT AND CONTRACT AREA OVERVIEW



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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

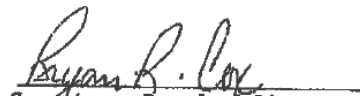
Resolved, That the Board of Directors of Clackamas County Fire District is hereby designated as the Local Contract Review Board;

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

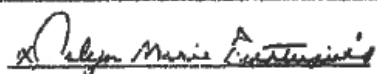
That the requirements of this ordinance do not apply to any regular district election which occurs less than one year after adoption of this ordinance.

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 198.100 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 198.100; 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**

**2021/2022**

**2022/2023**

**Staff Liaison**



**CFD#1 BOARD COMMITTEES/LIAISONS**

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

Hawes  
Wall

Hawes  
Wall

Chief Browne/  
CFO Whitaker

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

Hawes

Hawes

None

**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)*

Cross  
Joseph

Cross  
Joseph

Division Chief Huffman

**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)*

Joseph  
Wall

Wall  
Syring

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 *bimonthly* Foundation meetings and provide updates at the monthly Board meetings.

Cross

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. *Quarterly (Minimum)*

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. *Quarterly (Minimum)*

Joseph  
Wall

Joseph  
Wall

Chief Browne

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

Syring  
**Alt:** Hawes

Syring  
**Alt:** Hawes

Volunteer Program  
Coordinator/Trainer



**SECTION 2**  
**Clackamas Fire District #1**

**Resources**

**10/17/22**

# **Clackamas Fire District #1**

## **Accounting Policies and Procedures Manual**

Revised 09/19/2022

**Clackamas County Fire District #1**  
**Accounting Policies and Procedures Manual**

**Contents**

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## 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 09/12/22

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

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**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 one year or less. Long term investments (up to or longer than 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 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 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 District, 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 in the LGIP, which is operated 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

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

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



## Clackamas Fire District #1

### Ending Fund Balance

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#### 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 endure 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

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#### 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**

2-20

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# **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' 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. Division Chiefs: Division Chiefs are authorized to approve purchases, provided such purchases do not exceed \$15,000 and are within budget parameters.
- D. Finance Manager: The Finance Manager will review purchases exceeding \$5,000 to ensure they are within budget parameters and comply with the Purchasing Policy.
- E. 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 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.
  - 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 Chief Financial Officer and Division 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 them and or the 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 Division Chief, and the 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 Chief Financial Officer, an Assistant Chief, 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, purchases 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.
  - 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 Chief Financial Officer and an Assistant Chief, 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 Chief Financial Officer and an Assistant Chief, 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 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 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 Chief, 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 Manager	Approval of Division Chief	Approval of Fire Chief or Assistant Chief	Approval of Board of Directors
<b>Goods or Services and Trade Services</b>						
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					
<b>Personal Services</b>						
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"/>
<b>Reimbursement Requests (regardless of amount)</b>						
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"/>	
<b>Travel Requests (regardless of amount)</b>						
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 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 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.
  - 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](mailto: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.

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 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.
- 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).
- 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).
- 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.
- 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 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. 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).

### 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

### 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.

### 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.

### 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).

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 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.



# CLACKAMAS FIRE DISTRICT #1

*Here for you*

## Memo

<b>To</b>	Board of Directors
<b>From</b>	Chief Financial Officer Mark Whitaker on behalf of Fire Chief Nick Browne
<b>Date</b>	October 17, 2022
<b>Subject</b>	Authorization of Interfund Loans for FY 2022-23

### Action Requested

Staff requests that the Board review and approve Resolution 22-05 authorizing interfund loans to the District’s operating funds (the General Fund and the Wildland Mitigation Fund) to provide temporary cash flow to those funds if necessary.

### Background

Pursuant to ORS 294.468, the Fire District may, by resolution, loan money from one fund to another. The resolution adopting the interfund loan must state the fund from which the loan is to be made, the fund to which the loan is to be made, the purpose for which the loan is to be made, and the principal amount of the loan.

### 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 in the General Fund will be depleted by the beginning of November. The District’s Wildland Mitigation Fund may also operate at a small cash deficit as it awaits reimbursement from grants and wildland deployments. It is prudent that the Fire District first borrow from other District funds prior to withdrawing funds from the Tax Anticipations Notes approved at the last board meeting in order to minimize interest charges.

### Budget Implications

The proposed interfund loans do not have budget implications because they will be repaid in the same fiscal year and no action is necessary to adjust the current year budget.

### Recommendation and Why

Staff recommends approval of the interfund loans as presented in Resolution 22-05. Approval will help ensure adequate operating fund resources in FY 2022-23.

# Clackamas Fire District #1



## CLACKAMAS FIRE DISTRICT #1 RESOLUTION #22-05

### AUTHORIZING INTERFUND LOANS FOR FISCAL YEAR 2022-23.

Whereas, Oregon Revised Statute 294.468 allows local governments to loan the resources of one budgetary fund to another fund;

Whereas, such interfund loan is accomplished by a resolution which clearly states the terms and conditions of such loan;

Whereas, it is possible that the cash resources of the General Fund and the Wildland Mitigation Fund of Clackamas Fire District #1 will be insufficient to permit normal operations through November of the current fiscal year unless other sources of cash are provided;

Whereas, the General Fund and the Wildland Mitigation Fund have the capacity to repay the loans within the current fiscal year, therefore be it

Resolved, that in the event interfund loans are necessary to meet short-term cash needs of the current fiscal year, interfund loans are hereby authorized from the Capital Replacement Fund up to \$3.55 million and the Grants Fund up to \$2.05 million to the General Fund and Wildland Mitigation Fund of Clackamas Fire District #1; and be it further

Resolved, that any interfund loans will be repaid to the parent funds during the current fiscal year.

Adopted this date, October 17, 2022.

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors



# 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** | October 17, 2022  
**Subject** | Ground Emergency Medical Transport (GEMT) Consulting Services

### Action Requested

Approve a one-year contract amendment with Public Consulting Group (PCG) to file the Ground Emergency Medical Transportation (GEMT) reimbursement request for FY 2021-22. The estimated value of the contract extension is \$40,000 to \$55,000, with the actual value depending upon the final GEMT reimbursement amount.

### Background

The Ground Emergency Medical Transportation (GEMT) program is a federal program that makes supplemental payments to eligible GEMT providers (such as Clackamas Fire District #1) who furnish qualifying emergency ambulance services to Oregon Health Authority (OHA) Medicaid recipients. In 2018, the Oregon State Legislature passed HB 4030 authorizing the GEMT program.

The Fire District contract with PCG to calculate and file reimbursement requests with the Oregon Health Authority for the last four fiscal years. Under the contract, the District paid PCG a fee equal to 15 percent of the revenues raised from the GEMT program.

GEMT Consultant Fees History	
FY 2017-18	\$143,685
FY 2018-19	\$68,312
FY 2019-20	\$55,165
FY 2020-21 (est)	\$42,317

### Board Policy Implications

PCG's fees are based on 15 percent of the federal share of the GEMT payment, so the exact value of the contract extension will not be finalized until the GEMT reimbursement request for FY 21-22 is filed and approved by the Oregon Health Authority.

PCG has specialized knowledge in calculating and submitting GEMT reimbursements for EMS agencies in the State of Oregon. PCG has been helpful in working with OHA to close out the FY 2020-21 process, including reviewing the data calculations with OHA. PCG also has experience with Clackamas Fire District's operations from submittals in previous years that will allow for the timely close out of the reimbursement request for FY

**Trust • Empowerment • Accountability • Mindset • Service**





2021-22. PCG has a relationship with the Fire District's new ambulance biller, SDW, that should allow for an easy process.

#### Budget Implications

GEMT consultant fees are included in the FY 2022-23 Adopted Budget at \$60,000. There is no risk of exceeding budget levels because the payment to PCG is based on the revenue received from the program.

#### Recommendation and Why

Staff recommends that the Board approve the one-year extension with PCG to allow for the processing of GEMT payments for FY 2021-22. Throughout the last four years, PCG has provided a good level of service in advising the District on the state's GEMT program and processing cost reports for submittal to the state.

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## **AGREEMENT**

This Agreement (“Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”) and Clackamas Fire District #1 (“CLIENT”) as of June 17, 2019 (“Effective Date”).

**WHEREAS**, CLIENT is seeking to participate in the Oregon Ground Emergency Medical Transportation (GEMT) program, and

**WHEREAS**, CLIENT is seeking a vendor to complete the necessary filing requirements, including the annual GEMT cost report, and

**WHEREAS**, PCG possesses professional skills that can assist CLIENT; and

**WHEREAS**, CLIENT wishes to engage PCG as an independent contractor to perform certain professional services for CLIENT;

**THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

### **1. Description of Services**

PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (“the Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.

### **2. Term**

PCG will provide the Contracted Services from the Effective Date through June 30, 2021, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation in Attachment B, Sections 13 and 14, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

### **3. Compensation**

- a. CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and will not pay PCG any other benefits, expenses, or compensation.

- b. CLIENT will compensate PCG within thirty (30) days following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred. Payment by CLIENT will be conditioned upon PCG's timely performance of the Contracted Services to the satisfaction of CLIENT.
- c. Upon termination of this Agreement, other than termination for cause under Section 4(b), PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.

#### **4. Termination**

- a. **General:** The term of this Agreement is set forth in Section 2. The Agreement may be terminated before the end of the term pursuant to the following subsections of this Section 4.
- b. **Termination for Cause:** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice, not to exceed ten (10) business days.
- c. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

#### **5. Notices and Contact Persons**

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

**For PCG:**

James Dachos  
Public Consulting Group, Inc.  
999 18th St, #1425  
Denver, CO 80202  
jdachos@pcgus.com

**For CLIENT**

Fred Charlton, Fire Chief  
Clackamas Fire District #1  
11300 SE Fuller Road  
Milwaukie, OR 97222  
Fred.charlton@clackamasfire.com

**6. Approval of Contracted Services**

The Contracted Services performed by PCG are subject to acceptance by CLIENT, which acceptance shall not be withheld unreasonably.

**7. PCG Representation**

PCG represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. PCG shall immediately notify CLIENT regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.

**8. Standards of Conduct**

PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct.

**9. Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

- e. PCG shall provide its federal employer tax identification number, or social security number in the case of an individual, to CLIENT in writing. PCG also shall provide copies of any applicable business licenses.

#### **10. Record Maintenance and Accounting Upon Termination**

With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

#### **11. Insurance**

PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.

#### **12. Assignments and Subcontracts**

PCG may neither assign nor further subcontract its obligations under this Agreement to any other entity without the prior written consent of CLIENT, unless such assignment or subcontract is with an affiliate or subsidiary of PCG in which case PCG shall only be required to provide written notice to CLIENT.

#### **13. Proprietary or Confidential Information**

For purposes of fulfilling its obligations under this Agreement, one party ("Disclosing Party") may convey to the other party ("Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

- a. "Proprietary or Confidential Information" is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, strategies, processes, policies, procedures, operational techniques, software, and intellectual property -- that (i) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions, or (iii) is not normally furnished to others without compensation, and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is developed independently by the Receiving Party, or that is lawfully known by the Receiving Party and received from a source that was entitled to have the information and was not bound to the Disclosing Party by any confidentiality requirement.

- b. The Receiving Party shall hold Proprietary or Confidential Information in strict confidence, in perpetuity, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services.
- c. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.
- d. The Receiving Party shall use at least the same standard of care for protecting Proprietary or Confidential Information that it uses to prevent disclosure of its own proprietary or confidential information, but in no case less than reasonable care.
- e. Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary or Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.
- f. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- g. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.
- h. Upon termination of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

- i. The termination of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential information set forth in this section.

**14. Intellectual Property**

- a. Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- b. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

**15. Conflicts of Interest**

The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

**16. Waiver**

The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

**17. Entire Agreement**

This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

**18. Amendment**

This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

**19. Severability**

If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

**20. Applicable Law and Venue**

This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Massachusetts, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, and agree that the state and federal courts of Clackamas County, Oregon shall have exclusive jurisdiction over the enforcement of this Agreement.

**21. Miscellaneous**


- a. **Limitation of Liability.** PCG shall not be liable to the client for any incidental, indirect, special, punitive or consequential damages, including, but not limited to, such damages arising from any type or manner of commercial, business, or financial loss, even if such party had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable.
- b. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- d. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- e. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

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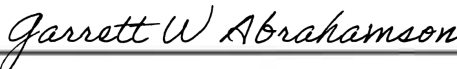


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

**CLACKAMAS FIRE DISTRICT #1**

**BY:**   
**NAME:** Fran Chen  
**TITLE:** Fire Chief  
**DATE:** 6/18/2019

**PUBLIC CONSULTING GROUP, INC.**

**BY:**   
**NAME:** Garrett W Abrahamson  
**TITLE:** Associate Manager  
**DATE:** 7/1/2019

---

**ATTACHMENT A  
CONTRACTED SERVICES**

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Services:

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the GEMT program
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations
- Developing customized web portal to assist with cost report calculation and auditing process
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under the GEMT program
  - FY 2018 (July 1, 2017 – June 30, 2018): Tentatively due 7/31/2019
  - FY 2019 (July 1, 2018 – June 30, 2019): Tentatively due 11/30/2019
  - FY 2020 (July 1, 2019 – June 30, 2020): Tentatively due 11/30/2020
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement
- Conducting comparative analysis to identify significant trends in billing and financial data
- Provide ongoing audit support in the event of a state and/or federal audit of GEMT cost report

**ATTACHMENT B  
COMPENSATION**

The fees to be paid associated with the successful generation of incremental Medicaid revenues as a result of the Ground Emergency Medical Transport (GEMT) program are calculated as a **15% contingency fee** of enhanced incremental revenues received from the GEMT program.

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG within thirty (30) days of receipt of an invoice. **Invoicing will occur only after the Oregon Health Authority remits payments for the GEMT program.**

**This Compensation provision shall survive the expiration and/or termination of this Agreement until such time as all fees have been paid and received in full by PCG for all services rendered.**

## AMENDMENT NO. 2 TO THE AGREEMENT

This Second Amendment (the “Amendment”) to that certain Agreement entered by Clackamas Fire District #1 (“CLIENT”) and Public Consulting Group, Inc., predecessor in interest to Public Consulting Group LLC (“PCG”), as of June 17, 2019 (the “Agreement”), is made effective as of June 30, 2022.

**WHEREAS**, the parties agree to amend the Agreement to update a party name and extend the term.

**NOW, THEREFORE**, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that all references to “Public Consulting Group, Inc.” are deleted and replaced with “Public Consulting Group LLC.”
2. The parties agree to delete in Section 2 the phrase “June 30, 2022” and replace it with the phrase “June 30, 2023.”
3. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
4. Authorship. The Parties agree that the terms of this Amendment result from negotiations between them. This Amendment will not be construed in favor of or against either Party by reason of authorship.
5. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
6. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.

8. Authority. Each Party to this Amendment, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.
  
9. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
  
10. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state or district's courts and that venue is appropriate.

**IN WITNESS WHEREOF**, CLIENT and PCG have executed this Amendment as of the date stated above.

**PUBLIC CONSULTING GROUP LLC**

**CLACKAMAS FIRE DISTRICT #1**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Garrett Abrahamson

Name: Nick Browne

Title: Associate Manager

Title: Fire Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# FIRE CHIEF'S REPORT

September 2022



**Firefighter for a Day Training**



**Health & Safety Fair**

## Highlights

- Health & Safety hosted a “Firefighter for a Day” Training for local orthopedic physicians, surgeons, and physical therapists for them to learn more about firefighter tasks in conjunction with our Ready Rebound concierge injury contract.
- On September 10<sup>th</sup>, the Oregon City Hilltop Health and Safety Fair was held. Due to the pandemic, this event had not happened since 2019. The fair had a great turnout and was a huge success.
- The first session of policy refresher training videos was recorded and assigned to all paid staff to launch one of Human Capital's goals established at the Strategic Planning session.
- Fire Investigators partnered with law enforcement to assist with intentional set fires occurring within Johnson Creek / Springwater Corridor.
- Initiated FMAG reimbursement process with ODF.

## Notable Events/Calls - September Wind Event

- Clackamas Fire implemented a 72-hour IAP for the September wind event and assembled an IMT to help support County needs.
- Grant money from OSFM was used to upstaff a Water Tender, Type 3 and Type 6.
- Crew 30 was divided into 3 squads, one in each Battalion.
- Resource and MUA availability was preplanned during the week through the Clackamas County Fire Defense Board and stakeholder meetings.
- When the Milo McIver Fire was dispatched, greater alarm auto aid filled the resource needs initially.
- CCOM Liaisons were put in place and the IMT was activated. In addition to auto aid, a Clackamas Fire task force responded along with a Multnomah County task force. Both had a tremendous impact on stopping the forward progress of the fire and keeping it out of CFD's area. District coverage was maintained in preparation for the next incident.
- Overall, there were 68 separate areas with fire, totaling over 30 acres.

\*During September, members were deployed on the Rum Creek Fire, Double Creek Fire, Van Meter Fire, Clear Creek Fire, and Hurricane Ian.

# FIRE CHIEF'S REPORT

September 2022

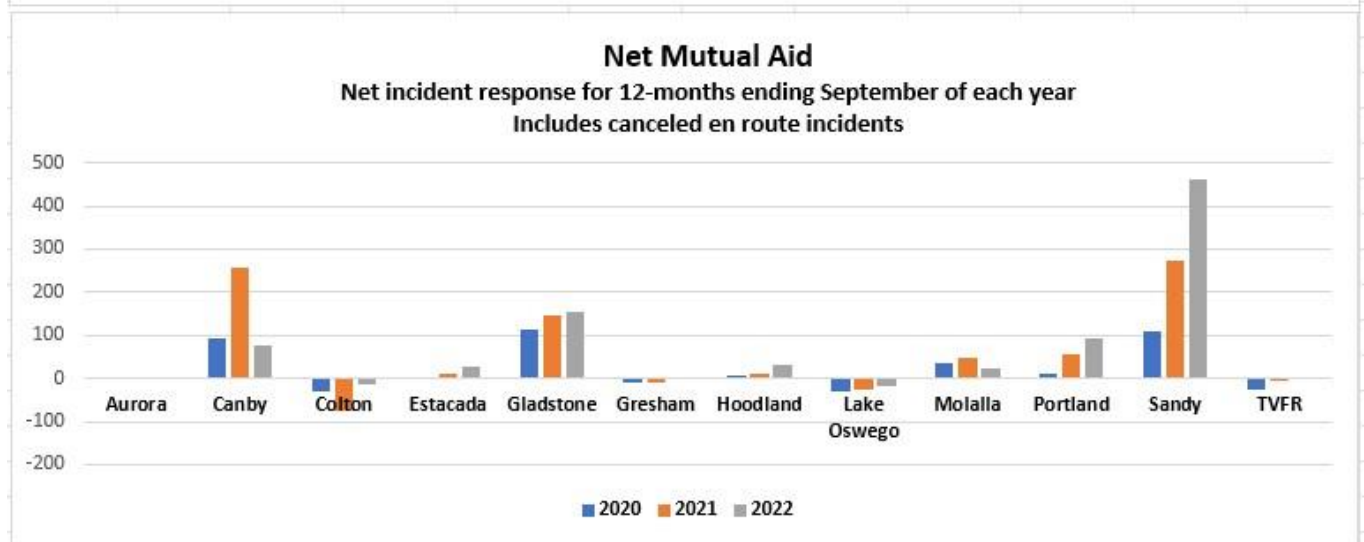
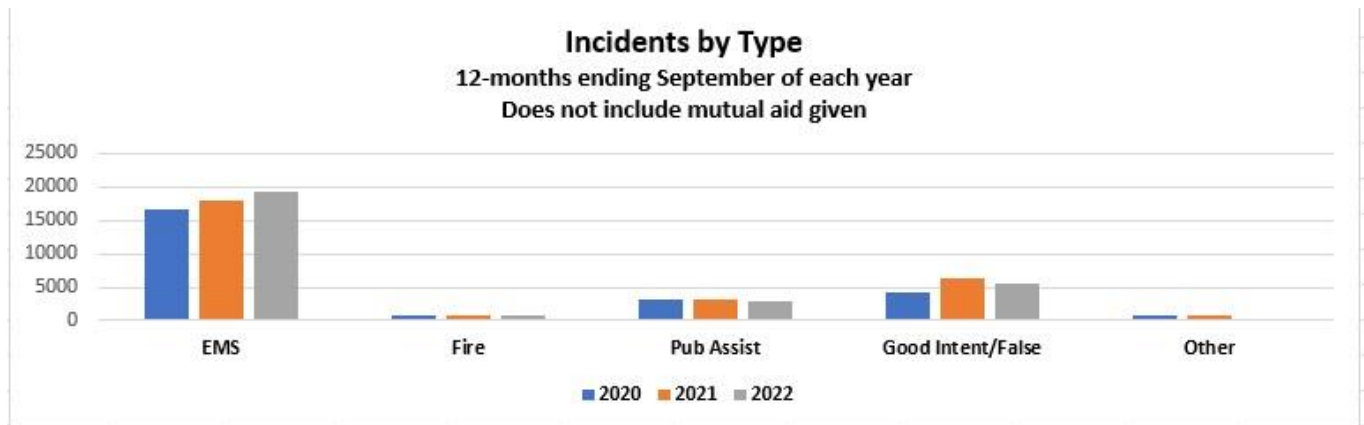
## Organizational Data

### Staffing

	Response	Risk Reduction	Staff	Suppression Volunteers	Support Volunteers
Allocated	248	12	55		
Filled	245	11	52	15	15
Academy	0	0		0	0

### Volunteers

Training		Community Involvement		Duty Shifts	Station 12	Station 13	Station 21	Support
# of Drills	4	# of Events	2	Nights	16/30	0/30	5/30	14/30



Average Company Time Committed	
Time: 208 hours and 40 minutes	Percent of Month: 29.6%
Includes Preparation and Response: Incidents, Apparatus/Equipment Checks, Physical Fitness, Training	

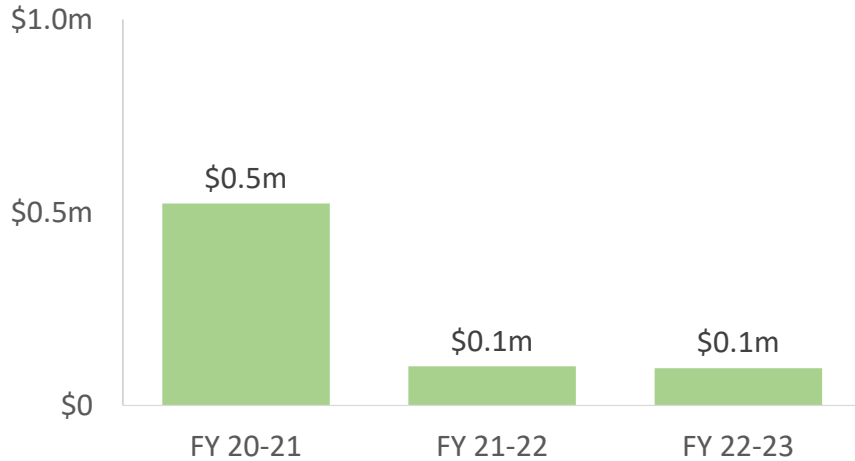


# FINANCIAL REPORT

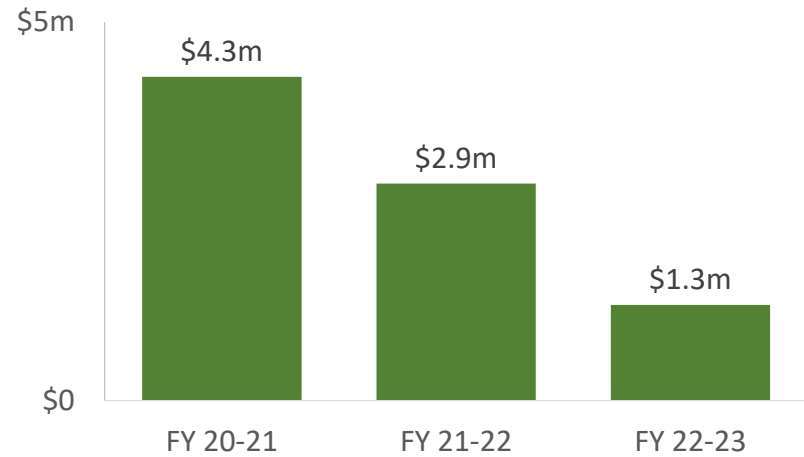
Period Ending September 30, 2022

# R-1d

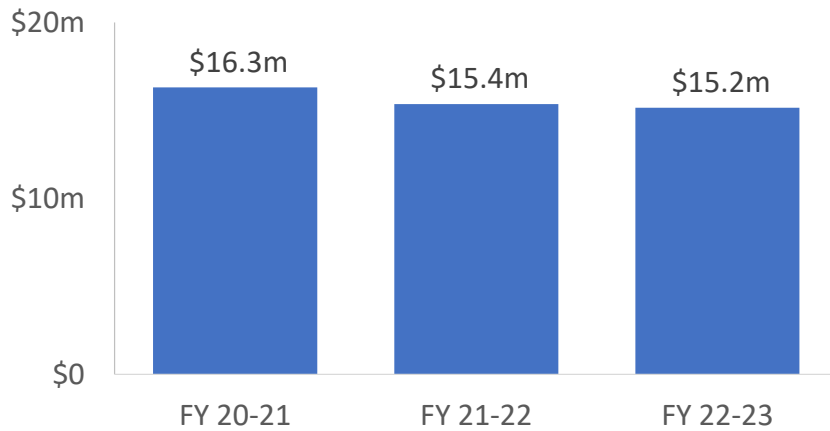
### General Fund Property Tax Revenues Through September



### General Fund Total Revenue Through September

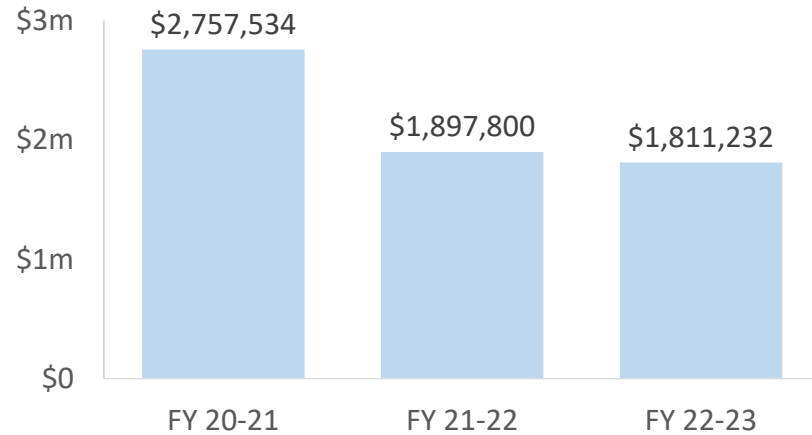


### General Fund Salary & Benefits Through September



26.2% of FY budget spent

### General Fund Overtime Through September



32.1% of FY budget spent

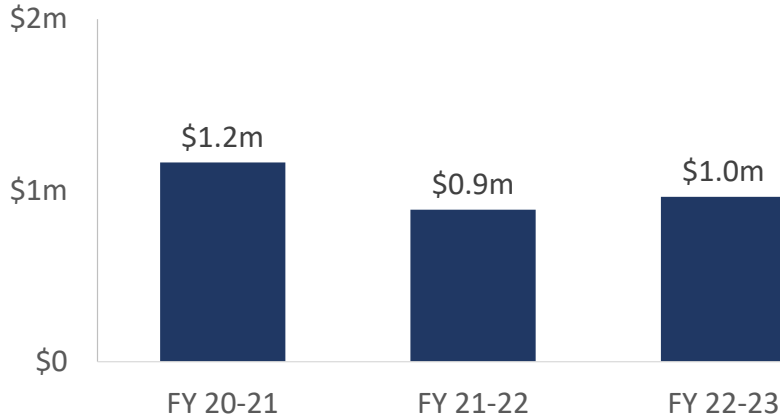




# FINANCIAL REPORT

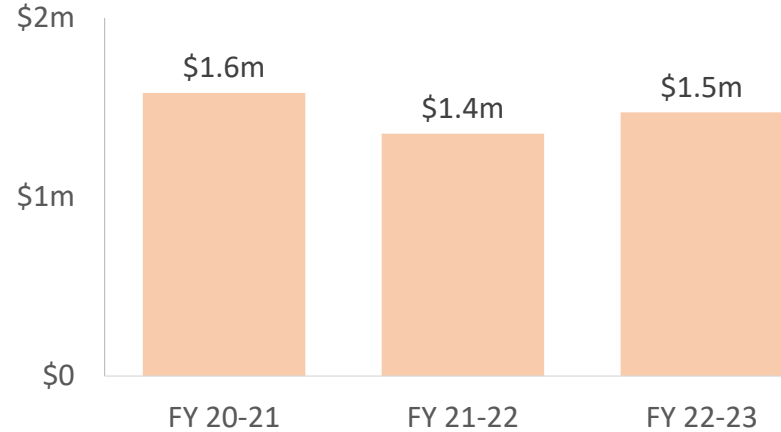
Period Ending September 30, 2022

**General Fund Health Claim Expenses**  
Through September



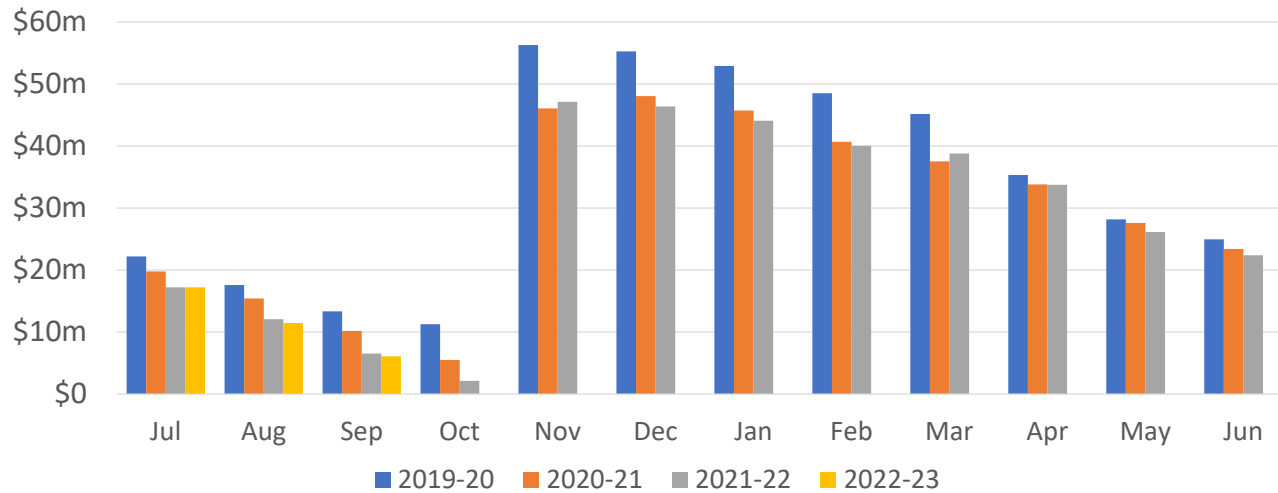
19.3% of FY budget spent

**General Fund Materials and Services**  
Through September



19.7% of FY budget spent

**Month-End Cash Balance, All Funds**





10 - GENERAL FUND

Budget to Actual Report for Period Ending  
September 30, 2022

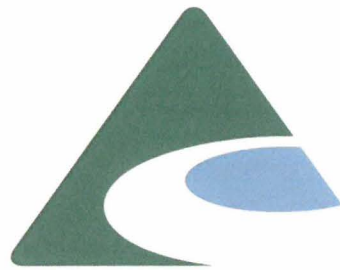
Clackamas Fire District #1

	Adopted Budget	Actual YTD	% of Budget
Beginning Fund Balance	\$15,135,000	\$15,606,015	103.1%
<i>Revenues</i>			
Tax Revenue	\$61,216,000	\$96,478	0.2%
Interest	\$310,000	\$41,934	13.5%
EMS Revenue	\$1,990,000	\$9,207	0.5%
Contract Revenue	\$3,231,475	\$747,154	23.1%
Conflagration Revenue	\$0	\$21,759	0.0%
Grants	\$75,000	\$0	0.0%
Other Revenue	\$1,402,380	\$358,303	25.5%
Transfers In	\$70,600	\$0	0.0%
Total Revenues	<u>\$68,295,455</u>	<u>\$1,274,836</u>	<u>1.9%</u>
<b>Total Available Resources</b>	<b>\$83,430,455</b>	<b>\$16,880,851</b>	<b>20.2%</b>
<i>Expenditures</i>			
Fire Chief's Office	\$487,527	\$149,515	30.7%
Emergency Services	\$47,553,333	\$12,568,130	26.4%
Business Services	\$17,261,295	\$3,905,264	22.6%
Debt Service	\$2,801,300	\$0	-
Transfers Out	\$192,000	\$0	-
Contingency	\$2,702,580	\$0	-
Total Expenditures	<u>\$70,998,035</u>	<u>\$16,622,909</u>	<u>23.4%</u>

## **CORRESPONDENCE**

C – 1 Thank you from Clackamas County Disaster Management regarding the Mclver Fire

C – 2 Social Media Compilation for September



**CLACKAMAS**  
C O U N T Y

---

**DISASTER  
MANAGEMENT**

Thank you!  
- Erin

Thank you!  
- Jamin

Bless You  
- Fire Dept  
- Fire Dept

Thanks!!  
- Amy

Thank you!  
- Lauren

Thank you!  
- Amy

Thank you!  
It's a great experience  
working with such  
phenomenal and  
professional partners.

Jamin

Thank you!  
- Mthy


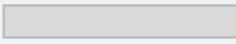

Thank you for your support!  
- Brent

The Disaster Management team  
thanks you for your work and  
partnership during the McIver  
Fire response and the Public  
Safety Power Shutoffs.


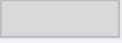

Thank you!  
- Gianna  
- Alessi

Social Media Comments - September



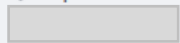

Thankful to Clackamas Fire for their response to a busy week, Sept. 1:


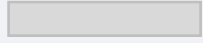
   
Thank You for the Excellent Service You Give to Our Community n County . You Are Truly Loved n Appreciated. 🥰🥰  
[Like](#) [Reply](#) [Hide](#) 5w 

Thankful to crews their response to a brush fire near Hwy 224, Sept. 2:


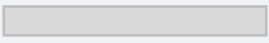

   
So thankful for the job you do.  
[Like](#) [Reply](#) [Hide](#) 5w 



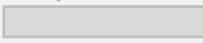


Thankful to Clackamas Fire, Sept. 4:

  Top fan  
  
Thank you for serving your community! We appreciate you!  
[Like](#) [Reply](#) [Hide](#) 5w 

   
Thank all of you

Thankful to E317's response to a residential fire, Sept. 4:

   
Thank you for all you do to keep people safe.  
[Like](#) [Reply](#) [Hide](#) 5w 


  Top fan  
  
Way to get things done..Many Thanks to All of You...  
  
[Like](#) [Reply](#) [Hide](#) 5w Edited  2


Thankful to crews and Crew 30 who responded to a brush fire near CCC in Oregon City, Sept. 8:



   
Be safe as you keep us safe.  
Thanks for all your hard work.  
[Like](#) [Reply](#) [Hide](#) 4w   7



  Top fan  
  
Thank you for keeping our community's safe  
[Like](#) [Reply](#) [Hide](#) 4w 


Thankful to Clackamas Fire's response to the Mclver Fire the weekend of Sept. 9:



 Thank You to Clackamas Fire for taking the lead with your Wildland Firefighters and finding paths forward together with Estacada Fire and multiple Fire Districts and volunteers with heavy equipment, water tanks and more.

4w  5



 I am immensely impressed with the rapid and coordinated collaboration of multiple agencies! You are our heroes! 

4w   12



 Absolute heroes. Thank you for protecting our communities. How can we best give back to you?

4w   13


↳ 2 Replies


  Top fan


 87 personnel land 42 rigs?!?! Clackamas Fire wasn't playing around!! Thank you so much!!!


4w   32


↳ 3 Replies

 We were very worried during this fire, but knowing that you were there fighting for us gave us hope. You are all heroes.

 Thank you!! Your hard work and dedication has brought forth the most eloquent affection and gratitude from your community...my humble words cannot do justice but everybody else sure has!!

4w  12

 Thank you for protecting all the surrounding communities! We appreciate you !

4w  9

## INFORMATIONAL ITEMS

- I – 1 KGW News, September 9, 2022: “Fire at Milo McIver State Park burned 1 home, 1 outbuilding, fire officials say”  
<https://www.kgw.com/article/news/local/wildfire/fire-mclver-state-park-level-3-go-now-evacuations/283-83ab66a4-a47d-409b-9352-7b3cf41a965f>
- I – 2 The Oregonian, September 10, 2022: “Community rallies as Estacada fire rekindles memories of 2020”  
<https://www.oregonlive.com/news/2022/09/community-rallies-as-estacada-fire-rekindles-memories-of-2020.html>
- I – 3 KVAL News, September 12, 2022: “Oregon Senators secure over \$2-million in federal funds for Oregon Firefighting Aid” <https://kval.com/politics/oregon-and-northwest/oregon-senators-secure-over-2-million-in-federal-funds-for-oregon-firefighting-aid>
- I – 4 Portland Tribune, September 13, 2022: “Power shutoffs, smokey skies: Is this the new normal?” <https://pamplinmedia.com/pt/9-news/557508-446018-power-shutoffs-smoky-skies-is-this-the-new-normal>
- I – 5 KAJO Radio, September 14, 2022: “Evans Valley Fire District Among 10 in State Getting Fed Firefighters Assistance Grants”  
[http://www.kajo.com/news/news\\_story.php?subaction=showfull&id=1663132476](http://www.kajo.com/news/news_story.php?subaction=showfull&id=1663132476)
- I – 6 KPTV Fox 12 News, September 23, 2022: “Clackamas Co. parents welcome baby in car, thank fire department for help”  
<https://www.kptv.com/2022/09/24/clackamas-co-parents-welcome-baby-car-thank-fire-department-help/>