



Clackamas Fire District #1

Board Meeting Briefing Packet

February 27, 2023

REVISED



Here for you

**Board of Directors' Meeting
February 27, 2023
Meeting Location: Hybrid: Station 5/Remote Video Conferencing
5:00 pm**

AGENDA - REVISED

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 JANUARY 9, 2023 WORK SESSION AND
JANUARY 23, 2023 REGULAR BOARD MEETING (Packet Pg. 5 & Packet Pg. 7)**
- IV. **PUBLIC COMMENT (The President will call for statements from citizens regarding
District business, not to exceed three minutes per person.)**
- V. **PRESENTATION – POLICY UPDATE – Process Manager Shelby Hopkins**
- VI. **PRESENTATION - ANNUAL MEDICAL DIRECTOR'S REPORT –
Dr. John Turner**
- VII. **ANNUAL MEETING OF THE MEMBER OF THE CLACKAMAS EMERGENCY
SERVICES FOUNDATION – Request Approval of Budget 2023 –
President Jerry Kearney and Treasurer Sherie Rosenbaum (Packet Pg. 14)**
- VIII. **CIVIL SERVICE COMMISSIONER INTERVIEWS**
- IX. **BUSINESS – Action required**
 - B-1 **Request Board Approval of One Commissioner to Serve a Four-Year Term
on the Civil Service Commission – Assistant Chief Steve Deters (Packet Pg. 16)**
 - B-2 **Request Board Approval of Sandy Fire IGA – Assistant Chief Steve Deters (Packet Pg. 17)**
 - B-3 **Request Board Approval of Fuel Vendor Contract – (Packet Pg. 34)
Fleet Services Manager Bill Bischoff**
 - B-4 **Request Board Approval to Surplus Apparatus – (Packet Pg. 44)**



Here for you

Fleet Services Manager Bill Bischoff

**B-5 Request Board Approval to Replace Apparatus Bay Doors at Station 1 –
Division Chief Rick Huffman (Packet Pg. 47)**

**B-6 Request Board Approval of Explanatory Statement for the Levy Measure –
Fire Chief Nick Browne (Packet Pg. 72)**

X. OTHER BUSINESS – No action required

OB-1 Annual Fire Chief Evaluation – President Wall

~~**OB-2 Levy Measure Explanatory Statement – Fire Chief Nick Browne**~~

OB-2 Board Committee/Liaison Reports
Interagency Committee – Director Joseph/Director Syring
Clackamas Emergency Services Foundation Liaison – Director Cross

OB-3 Board Informational Updates/Comments

XI. INFORMATIONAL ONLY

A. Division/Department Reports

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

R-1b Volunteer Association Report – Volunteer Coordinator Ryan Kragero &
President Jerry Kearney

B. Correspondence (Packet Pg. 80)

C. Informational Items (Packet Pg. 81)

D. Next Meeting

The next Board of Directors' meeting will be on Monday, March 20, 2023, at 5:00 pm. The meeting will be hybrid with the public invited to attend either by remote video conferencing or in person at Station 5 (9339 SE Causey Ave, Happy Valley, OR 97086)

XII. REGULAR MEETING RECESSED

XIII. EXECUTIVE SESSION CALLED TO ORDER UNDER ORS 192.660(2)(b), ORS 192.660(2)(f), and ORS 192.660(2)(i) TO DISCUSS COMPLAINTS AGAINST AN



Here for you

EMPLOYEE, REVIEW AND EVALUATE EMPLOYEE PERFORMANCE, AND INFORMATION THAT IS EXEMPT FROM DISCLOSURE BY LAW.

XIV. REGULAR MEETING RECONVENED

XV. ADJOURNMENT

Clackamas Fire District #1



BOARD OF DIRECTORS' WORK SESSION MINUTES January 9, 2022

ATTENDANCE

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

Others present: Nick Browne, Steve Deters, Jeff Ennenga, Heather Goodrich, Tracey Grisham, Izak Hamilton, Rick Huffman, Sam McCullough, Dan Mulick, Trish Noble, Brent Olson, Ariel Roberts, Josh Santos, Mark Whitaker, Doug Whiteley, Ted Willard, and Stations 8, 9, 17, 22 – Clackamas Fire; Jason McKinnon – Sandy Fire; Chris Edmonds and Lindsey Hendren – Coastline Public Relations; John Horvick – DHM Research.

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

President Wall called the meeting to order at 3:00 pm.

II. PUBLIC COMMENT

No comments.

III. INTRODUCTION

Chief Browne explained that the District has been doing outreach since November regarding a potential levy. There have been four town hall events, a qualitative survey, and a quantitative study. DHM conducted that quantitative study and will present the results at this meeting.

IV. PRESENTATION OF SURVEY RESULTS AND FINDINGS ON PROPOSED LEVY – John Horvick with DHM Research

John Horvick explained that DHM is an independent, nonpartisan public opinion and policy firm. He proceeded to present the results of the quantitative survey via PowerPoint presentation. He went over methodology, demographics, results, and how different messaging tested. He felt the results pointed toward a possible positive outcome for a levy passing in May. The recording of this presentation is available on the Clackamas Fire website. Mr. Horvick's presentation takes place from 02:20 through 24:30.

Chief Browne explained that he will be asking the Board to refer a levy measure to the voters at the January Board meeting.

Discussion followed.

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V. DISCUSS FIRE CHIEF'S EVALUATION – Fire Chief Nick Browne

Chief Browne explained that the draft in front of the Board was a survey to strategic partners as part of his evaluation. The Board had no changes and Chief Browne plans to send out the survey. The results will be presented to the Board in February.

VI. ADJOURNMENT

The meeting was adjourned at 3:58 pm.

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

President Marilyn Wall

Secretary Chris Hawes

Clackamas Fire District #1



REGULAR BOARD OF DIRECTORS' MEETING MINUTES January 23, 2023

ATTENDANCE

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

Others present: Bill Bischoff, Ila Borders, Nick Browne, Steve Deters, Heather Goodrich, Jerry Kearney, Melanie Kinne, Ryan Kragero, Sam McCullough, Dan Mulick, Brent Olson, Shawn Olson, Ariel Roberts, Brian Stewart, Chris Taylor, Mark Whitaker, Doug Whiteley, Michael Wong, and Stations 1, 2, 5, 14, 17 – Clackamas Fire; Mark Corless and 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 Wall called the meeting to order at 5:01 pm.

II. CHANGES TO THE AGENDA

Chief Browne said they need to add item B-2 for a budget extension for the Clackamas Emergency Services Foundation (CESF) presented by President Jerry Kearney. He also said that instead of Division Chief (DC) Huffman reporting tonight, it will be DC Mulick. Lastly, under Board Committee Liaison Reports, Director Cross will report on CESF.

III. APPROVAL OF MINUTES OF THE WORK SESSION AND REGULAR BOARD MEETING ON DECEMBER 19, 2022.

Approved as written.

IV. PUBLIC COMMENT

Public comment was given by:

- John Kihlstrom of Gladstone
- Pat Bigelow of Boring
- William Gifford of Oregon City

Clackamas Fire District #1



INTRODUCTIONS

Chief Browne introduced the following people to the Board:

- New employee Captain Ila Borders
- Recently promoted Battalion Chief (BC) Sam McCullough
- Recently promoted BC Chris Taylor

V. BUSINESS – Action required

B-1 REQUEST BOARD APPROVAL OF RESOLUTION 23-01 REFERING A LOCAL OPTION LEVY FOR FIRE AND EMERGENCY MEDICAL SERVICES TO THE MAY 2023 BALLOT – Fire Chief Nick Browne

Chief Browne turned time over to Director Hawes, who was part of the Future Funding Taskforce.

Director Hawes explained the background of the Future Funding Taskforce (FFT), and shared who the members are. He explained that the FFT went over the current financial situation with Chief Financial Officer (CFO) Whitaker. They explored many potential options such as SAFER and other grants, programs available, and other available resources. They also discussed if further fiscal cuts could be made. They concluded that the cuts already made were deep enough and further cuts could do serious damage to the operational capabilities of the District.

Clackamas Fire is under several urban renewal areas that cost the District several million dollars every year. Call volume continues to increase but resources have not increased. Costs are going up for the citizens and costs have also increased for the District. The taskforce then explored the possibility of a levy. They put forth much effort to make sure that the levy isn't too much of an ask. This organization does a very good job, and they would like to do better.

Chief Browne said that they don't take this levy ask lightly. They have looked at every avenue possible for funding before going to the taxpayers for help. He doesn't see any other way to provide the level of service needed to the families of the District, including his own. He shared that the District has already cut 15% of administrative costs and 9% of operational costs. There is a 15% increase in run volume, with projections showing a continued increase. The District needs additional firefighters to provide increased staffing at most fire stations.

Chief Browne explained that they want a wall-to-wall service increase across the District. They want to staff rural fire stations 24/7. Those citizens pay the same taxes but do not receive the same level of service. Those stations are also on the front lines of the wildland urban interface threat that the District is facing. The District is also looking at implementing an alternative response model which includes lighter resources or quick response vehicles. Additionally, the District would like to get equipment critical to emergency and wildfire response.

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Chief Browne said that the proposed levy would provide an average annual funding of \$14.5 million at a cost of \$0.52 per thousand of assessed value, or about \$138 for the typical homeowner at the median assessed value.

CFO Whitaker explained a slide that was presented to the Board that went over proposed levy spending comparing staffing and capital.

Chief Browne shared that the District has engaged the community via events at five fire stations, hybrid events, neighborhood association meetings, and a community survey. They hired a public relations firm and conducted a quantitative study through DHM. This had led the District to its ask tonight.

Director Syring said that this resolution is not about supporting the levy, it's about referring this decision to the voters. He supports referring this to the voters.

Director Joseph said that they don't take this lightly. It's important for the District to have the right staffing and equipment to respond. They have made the cuts and turned over every rock looking for funding. He felt the levy was the best option. He supports this resolution.

Director Hawes said he ran for this office on a platform of fiscal responsibility. It isn't just about cutting costs; it's about making sure the organization has the resources it needs to operate. He said he would make decisions based on number one, what's best for the community, and number two, what's best for the organization. He felt it was important for this choice to be given to the voters.

Director Cross agreed with Director Hawes. After the wildfires a few years ago, the community wanted better; they wanted improvement. The organization stepped back and looked carefully at what can be improved. What are the needs of the community not just now but in the future? It was then that they looked at the budget and realized they didn't have the money to do the things that they have been asked to do by the community. They have looked five – ten years into the future and they are looking at further cuts. The next cuts will likely be operational. He commended the taskforce for looking into every funding possibility.

President Wall thanked everyone for participating in this process and for seeking solutions to this significant problem. She's asked herself, is this the right time? Is this the right amount of money? Are these the right projects? The answer for herself is no on all three questions. She felt factors like inflation pointed to not being the right time. She spoke about concerns regarding houseless persons and potential increases in rent as a result of a levy. She was also concerned that the proposal didn't mention further prevention programs, except for wildfire. However, she agreed that it is up to the voters.

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Director Hawes made a motion and Director Syring seconded for the Board to approve Resolution 23-01 referring a five-year local option levy for fire and emergency medical services on the May 16, 2023, election. Motion passed unanimously.

B – 2 BUDGET EXTENSION FOR CLACKAMAS EMERGENCY SERVICES FOUNDATION – President Jerry Kearney

Jerry said that CESF doesn't have a budget to present yet because they did not have a quorum present at the last few meetings so that they could conduct business. The former President also had to step down unexpectedly. They have a draft budget that will be presented to the Foundation Board that week. He expects it to be approved and then he can bring it forward to this board at the February Board meeting. They also plan to look at the current bylaws, policies, and procedures at a meeting this Friday. These documents have not been updated in over five years.

President Wall said with the consensus of the Board as the sole member of the Foundation, they waive the obligation of CESF to present a budget at this time. They look forward to seeing it at the next meeting.

VI. OTHER BUSINESS

OB-1 Board Committee/Liaison Reports Civil Service Commission – Director Hawes

Director Hawes shared that they announced retirements, promotions, and new hires at the meeting. They appointed Jim Dille as the Commission Chair. The commission approved the division chief's list and the firefighters' and lieutenants' test packets. They also scheduled a special meeting for March.

EMS Committee – Director Cross/Director Joseph

Director Joseph said they had a meeting on Jan. 11. They were brought up to date on the current work on the ambulance service contract with Clackamas County.

Clackamas Emergency Services Foundation – Director Cross

Director Cross shared that they are working on updating the bylaws and policies. He expects these changes will be presented to the Board at the March meeting.

OB-2 Sandy Fire IGA Update – Assistant Chief Steve Deters

Assistant Chief (AC) Deters said a group from CFD attended Sandy Fire's work session, went over details of the contract, and answered questions. They were told that Sandy Fire's Board

Clackamas Fire District #1



voted to end the current IGA on June 30, 2023. He expects that the contract with Sandy Fire will come before this Board at the February Board meeting.

OB-3 Board Informational Updates/Comments

Director Joseph thanked Chief Browne and President Wall for taking his request to meet new employees seriously. President Wall said that the staff will be giving the Board more notice on any promotional or swearing in ceremonies so that the Board can try to attend.

VII. INFORMATIONAL ONLY

A. Division/Department Reports

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

Chief Browne said that December was focused on educating community members on the potential levy. Social media covered numerous topics including Op Santa, the community survey, and job postings. There was also an ice storm in December that stretched resources, but crews did an amazing job.

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

AC Stewart shared that IT has finished installation of the VoIP phone system. They installed over 170 desktop phones plus softphones at staff workstations and on mobile devices.

He reported that in January the legislative session kicked off. The new governor has three priorities: education/childcare, housing/houselessness, and mental health. She is also addressing state agency accountability. AC Stewart said that OFCA is tracking close to 100 bills.

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

AC Deters reported that the Fire Marshal's Office has collected about \$15,000 in fees for plan reviews. He gave the time over to DC Whiteley to report on Op Santa.

DC Whiteley said that there were four community parades and five drive through drop off events. They worked with partners in the community, such as the Clackamas Service Center, to distribute the donations. They collected 6,300 pounds of food, 3,509 toys, and served about 700 families. He thanked all the volunteers for their exceptional help.

Director Syring also thanked the volunteers for all their work. He shared that he received feedback from some community members that they wanted more parades.

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

CFO Whitaker went over the financial report in the board packet. Revenues are strong but expenses continue to increase with inflation and other factors. They are on track to end the year with a balanced budget.

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He shared that the request for an extension for the FY2021-2022 audit was approved by the State. They plan to present the audit at the March board meeting.

He added that they are working on an Assistance to Firefighters Grant to replace radios.

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

DC Mulick reported that the District is moving forward with the apprenticeship program. Captain Nathan Hon will be coming off the line to be the Apprentice Coordinator for about two years. The apprentice firefighter application was open at the time of this meeting. They plan to hold an academy by summer.

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

Shop Steward Gordian said that some members attended an educational conference in Salem. He congratulated Captain Hon on this new appointment. He shared that the new four platoon system (D shift) has begun and is working well.

He shared that the Local is working with administrative staff to write the levy internal messaging. He thanked Director Hawes, AC Deters, and Chief Browne for all the collaborative work through the Future Funding Taskforce.

R-1g Volunteer Association Report – Volunteer Coordinator Ryan Kragero & President Jerry Kearney

Volunteer Coordinator (VC) Kragero shared that there were no training events in December due to Operation Santa, but there were 11 community events.

President Kearney shared that Volunteer Tommy Johnson celebrated 40 years as a volunteer.

B. Correspondence

Noted.

C. Informational Items

Noted.

D. Next Meeting

The next Board of Directors' meeting will be on Monday, February 27, 2023, at 5:00 pm. The meeting will be hybrid with the public invited to attend either by remote video conferencing or in person at Station 5 (9339 SE Causey Ave., Happy Valley, OR 97086).

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VIII. REGULAR MEETING RECESSED

The regular Board of Directors' meeting recessed at 6:35 pm.

IX. EXECUTIVE SESSION CALLED TO ORDER UNDER ORS 192.660(2)(a) TO DISCUSS A PERSONNEL MATTER

X. REGULAR MEETING RECONVENED

The regular Board of Directors' meeting reconvened at 7:22 pm.

XI. ADJOURNMENT

The regular Board of Directors' meeting adjourned at 7:23 pm.

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

President Marilyn Wall

Secretary Chris Hawes

Memo

To: Clackamas Fire District #1 Board of Directors

From: Jerry Kearney (President) and Sherie Rosenbaum (Secretary/Treasurer)

Date: February 27, 2023

Re: Meeting of the Member – Request for approval of proposed 2023 Budget

Action Requested

Request Clackamas Fire District #1 Board of Directors (Board) approval of the proposed 2023 budget for the Clackamas Emergency Services Foundation.

Background

The sole member of the Clackamas Emergency Services Foundation (Foundation) is the Board. The member has “the sole and exclusive right to approve annual operating, cash, and capital budgets,” per the Foundation bylaws.

The proposed budget was presented to the Foundation Board of Trustees at the January 24, 2023 meeting and was adopted.

Recommendation

Request the Board approve the proposed 2023 annual operating budget, attached, for the Clackamas Emergency Services Foundation.

**Clackamas Emergency Services Foundation
Financial Performance Actual - Calendar Year 2022**

**Clackamas Emergency Services Foundation
Proposed 2023 Budget**

	2022 Actual	2023 Budget	Comments
Revenue:			
Fundraising			
Dinner Auction 2022	\$ 49,449.00	\$ 90,000.00	
Payroll Contributions	\$ 10,782.50	\$ 12,000.00	
Operation Santa	\$ 3,378.00	\$ 5,000.00	
General Donations	\$ 12,131.90	\$ 15,000.00	
Interest Income	\$ 2,730.08	\$ 3,000.00	
Misc Income	\$ 511.00		
Total Revenue	\$ 78,982.48	\$ 125,000.00	
Expenses:			
Fundraising Expenses:			
Dinner Auction Expenses - 2022	\$ 14,011.16	\$ 25,000.00	
Operating Expenses:			
Meeting Meals	\$ -		
Credit Card Fees	\$ -		
Bank Service Charges	\$ 26.89	\$ 35.00	
Professional Fees	\$ 7,494.28	\$ 15,000.00	
Advertising/Promotion			
Other Op Expenses	\$ 1,266.12	\$ 1,500.00	
Foundation Mission Related Expenses:			
Scholarships	\$ 6,000.00	\$ 6,000.00	
AED Grants	\$ 3,425.00	\$ 5,000.00	
Community Emergency Assistance	\$ 39,982.30	\$ 30,000.00	
Operation Santa Claus Dec 2022	\$ 4,238.31	\$ 8,000.00	
Community Support	\$ 5,500.00	\$ 20,000.00	
Community Medicine		\$ 10,000.00	
Total Expenditures	\$ 81,944.06	\$ 121,135.00	
NET	\$ (2,961.58)		



CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Assistant Chief Steve Deters on behalf of Fire Chief Nick Browne
Date	Date 2/21/2023
Subject	Civil Service Commissioner appointment

Action Requested

Staff requests Clackamas Fire District Board of Directors interview and appoint one of the three applicants to the Clackamas Fire District Civil Service Commission for a four-year term.

Background

The Civil Service Commission approves all hiring processes for positions covered under civil service rules. The Commission is made up of five board appointed members. The position currently held by Jeffery Davis expires in February 2023.

Recommendation

Staff recommends Clackamas fire Board of Directors appoint one applicant to the Clackamas Civil Service Commission for a term of four years.



CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Assistant Chief Steve Deters on behalf of Fire Chief Nick Browne
Date	Date 2/21/2023
Subject	Contract for Service – Sandy Fire District #72

Action Requested

Staff requests approval from the Clackamas Fire Board of Directors, authorizing the Fire Chief to sign the full operational contract for services with Sandy Fire District #72.

Background

Beginning early 2020 Clackamas Fire has been providing training for all career and volunteer personnel, 24/7 Battalion Chief coverage, fleet maintenance and an effective response force through an IGA. In 2021 the current IGA was amended to include the shared cost of staffing the Eagle Creek Community Fire Station full time, an increase from the 40-hour coverage to 24/7.

In July of 2022 the Cooperative Services Feasibility Study developed by AP-Triton was delivered to the elected officials of both Clackamas and Sandy Fire. AP Triton recommended that Clackamas Fire assume all functions and activities of Sandy Fire District through a full operational contract for services. On February 9th, 2023, the Sandy Fire Board of Directors voted in favor 3 – 0 with one official abstaining, due to a potential conflict of interest.

Known Facts

In January 2023 the Sandy Board of Directors gave notice to Clackamas Fire that they would not be seeking renewal of the current IGA set to expire June 30th, 2023. The proposed contract for services if approved would begin July 1st, 2023.

Recommendation

Staff recommends that the Clackamas Fire Board of Directors authorize the Fire Chief to sign the contract for services between Clackamas Fire and Sandy Fire District, with full services beginning July 1st, 2023.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SANDY FIRE DISTRICT #72 and CLACKAMAS FIRE DISTRICT #1
FOR
ALL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

This Intergovernmental Agreement is entered into by and between Sandy Fire District #72 (“SANDY”) and Clackamas Fire District #1 (“CLACKAMAS”) pursuant to ORS Chapter 190. It supersedes all other existing agreements for services between the parties. This Intergovernmental Agreement (the “AGREEMENT”) is entered into under the authority granted to the parties by ORS 190, which authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers, or agencies, have authority to perform.

The parties agree as follows:

1. Term. The term of this AGREEMENT begins at 7:30 a.m. on July 1, 2023 and terminates at 7:30 a.m. on July 1, 2030.
2. Scope of Services. CLACKAMAS agrees to provide fire protection, fire prevention, emergency medical services, and other services to SANDY generally consistent with the services currently provided within CLACKAMAS (“Services”). However, in providing Services, CLACKAMAS will assign priority to the Services by taking into consideration both Parties’ environment, timelines, and needs, as well as CLACKAMAS’s own obligations, policies and procedures, as they may be changed from time to time.
3. Providing Service. CLACKAMAS agrees to:
 - A. Provide fire protection and emergency medical services throughout SANDY boundaries in a manner consistent with this AGREEMENT and within the staffing guidelines established in Appendix ‘A’, including the use of CLACKAMAS’ vehicles, equipment, apparatus and sufficient personnel to operate the vehicles, equipment and apparatus. These Services shall be provided subject at all times to CLACKAMAS’ priorities and needs to assure adequate fire protection and emergency medical services to CLACKAMAS. Under this condition, if the demands of SANDY exceed CLACKAMAS’ capability to provide Services under this AGREEMENT, CLACKAMAS agrees to use mutual aid agreements as may be necessary to supplement CLACKAMAS’ vehicles, equipment, apparatus and personnel.
 - B. Use due diligence to maintain continuous (twenty-four hours per day, seven days per week) fire protection and emergency medical services, which shall at least be consistent with Appendix A. Subject at all times to the Indemnification and Insurance provisions herein, under no circumstances is CLACKAMAS liable to SANDY for an interruption or failure of service caused by acts of God,

unavoidable accident, or other circumstances beyond the control of CLACKAMAS.

- C. Participate in mutual and automatic aid agreements with fire protection providers that are contiguous with CLACKAMAS.
 - D. CLACKAMAS shall pay for all utilities for the SANDY facilities and property insurance for all facilities, equipment and apparatus owned by SANDY.
 - E. Provide SANDY with regular reports and evaluations of the Services under this AGREEMENT.
 - F. Inform SANDY of all new developments, issues, or concerns affecting the SERVICES of this AGREEMENT.
4. Receiving Service. SANDY agrees to:
- A. Compensate CLACKAMAS as described in Section 56: Compensation.
 - B. Provide CLACKAMAS sole use of SANDY's fire stations and annex, located in Sandy, Oregon at 17460 Bruns Avenue, 17459 Bruns Avenue, 13120 Ten Eyck Road, and 24545 SE Firwood Road.
 - C. Ensure the SANDY fire stations, apparatus, equipment, and uniforms/PPE meet CLACKAMAS standards as enumerated in standard operating procedures, prescribed load lists, and in customary practice and to reimburse CLACKAMAS for any costs borne by CLACKAMAS in bringing the aforementioned to its standards.
 - D. Update the fire station and its systems (e.g., HVAC) as requirements for facility design and/or performance changes are mandated at the state or federal level.
 - E. Provide CLACKAMAS sole use of fire protection and emergency medical services facilities and equipment owned or leased by SANDY. SANDY shall retain ownership of SANDY-owned facilities and shall pay for capital improvements and capital and durable assets as determined by CLACKAMAS and reviewed and approved by the SANDY board. If SANDY decides to sell or transfer ownership of SERVICES-related facility or equipment not already transferred to CLACKAMAS under this AGREEMENT, SANDY shall offer CLACKAMAS a right-of-first-refusal to purchase all such facilities and equipment during and for one year after the end of SERVICES. SANDY shall give CLACKAMAS not less than 30 days prior written notice of SANDY's intent to dispose of any such property and CLACKAMAS shall have not less than 60 days from the receipt of SANDY's notice of intent to dispose to respond in writing regarding whether it wishes to exercise its right of first refusal.

- F. Provide CLACKAMAS sole use of SANDY's vehicles and apparatus. CLACKAMAS will maintain those vehicles and apparatus in the same manner which CLACKAMAS maintains CLACKAMAS -owned vehicles and apparatus. SANDY agrees to not sell any vehicle or apparatus which are part of this AGREEMENT without consulting and the mutual agreement of CLACKAMAS. If SANDY decides to sell or transfer ownership of SERVICES-related vehicles or apparatus not already transferred to CLACKAMAS under this AGREEMENT, SANDY shall offer CLACKAMAS a right-of-first-refusal to purchase all such vehicles and apparatus during and for one year after the end of SERVICES. SANDY shall give CLACKAMAS not less than 30 days prior written notice of SANDY's intent to dispose of any such property and CLACKAMAS shall have not less than 60 days from the receipt of SANDY's notice of intent to dispose to respond in writing regarding whether it wishes to exercise its right of first refusal.
 - G. Not require CLACKAMAS to duplicate those efforts or services regularly provided by other governmental agencies and agrees CLACKAMAS shall not be required to provide any services, which are or are hereafter specifically reserved by law for any other governmental agency.
 - H. Notify CLACKAMAS of any developments or issues concerning the AGREEMENT in advance of any public announcement on the subject.
5. Identity. CLACKAMAS shall identify that it serves SANDY on SANDY fire stations, on apparatus permanently assigned to SANDY fire stations, in promotional, website, social media, and educational materials. SANDY shall identify that CLACKAMAS is the service provider for fire, EMS, and rescue services in SANDY promotional, website, social media, and educational materials that relate in whole, or in part, to the services provided for under this AGREEMENT.
6. Compensation.
- A. Subject to annual appropriation as provided in Section 6.C.2, SANDY agrees to pay CLACKAMAS the full amount of current-year and prior-year property taxes collected at Sandy's current tax rate of \$2.1775 per \$1,000 assessed valuation to enable CLACKAMAS to provide the Services during the term of this AGREEMENT.
 - a. SANDY agrees to pay CLACKAMAS in equal quarterly installments payable on the first day of each quarter (July 1, October 1, January 1, and April 1), beginning on July 1, 2023.
 - b. The quarterly payment amounts shall be estimates determined as part of the annual budget process. The quarterly payment amounts will be determined by estimating the total annual property tax revenue amount and dividing by four.
 - c. Each July beginning July 2024, the actual property taxes collected in the prior fiscal year will be reconciled with the actual quarterly payments (based on the budget estimate) from SANDY to CLACKAMAS in the

prior fiscal year. If total quarterly payments were more than actual property tax collections, CLACKAMAS agrees to refund the difference to SANDY's account. If total quarterly payments were less than actual property tax collections, SANDY agrees to pay the difference to CLACKAMAS.

B. SANDY also agrees to pay the one-time transition costs to CLACKAMAS as described in the other sections of this AGREEMENT. CLACKAMAS shall furnish to SANDY a complete list of known, specific items constituting the transition costs prior to the execution of this agreement. CLACKAMAS will inform SANDY if additional transition cost items are identified.

C. Other Compensation Terms:

1) If, during the term of this AGREEMENT the taxing authority of CLACKAMAS and / or SANDY is limited by a State-wide ballot measure, Legislative action, a Court decision, any other reason, and if, as a result of the tax limitation, CLACKAMAS is unable to provide the level of service described in Section 2 above, or if SANDY is unable to pay CLACKAMAS for the established levels of service, the parties agree to renegotiate this AGREEMENT in good faith or to agree to an earlier termination of this AGREEMENT.

2) SANDY agrees to propose a budget containing an appropriation of sufficient funds to make payments under this AGREEMENT as part of its annual budget process and use its best efforts to obtain approval of the budget. If SANDY fails at any time to appropriate the funds necessary for this AGREEMENT, this AGREEMENT will terminate upon not less than thirty (30) days written notice from CLACKAMAS notwithstanding the provisions of Section 16.

3) Should this AGREEMENT be terminated prior to July 1, 2030, SANDY agrees to pay the portion of any service or lease agreement which is attributed to CLACKAMAS' service to SANDY until the expiration of such agreements provided that the service or lease agreement has been approved by SANDY in its budgeting processes under this Agreement.

7. Grants. SANDY and CLACKAMAS agree to cooperate on existing grants and grant opportunities which support SERVICES.

A. CLACKAMAS agrees to manage any grants awarded to SANDY which have not been closed out as of the date of this AGREEMENT.

B. SANDY attests that, at the time of the execution of this AGREEMENT, it does not own, nor is it in the possession of, any grant-funded assets.

- C. SANDY agrees to allow and to cooperate with CLACKAMAS to apply for grants which support SERVICES. CLACKAMAS will manage grants through closeout or until the termination of this AGREEMENT. Matching grants (e.g., SAFER, AFG, and other grants that are not disaster-relief grants) will require SANDY Board approval for acceptance of any award.
8. Additional Funding. SANDY agrees to provide to CLACKAMAS any revenue from county, state, and national programs which are intended to provide relief from or assistance with natural or manmade disasters such as the COVID-19 pandemic.
9. Legal Advice. Each Party shall consult their own respective legal counsel, as they deem necessary. For actions involving both jurisdictions each Party's attorneys may collaborate as appropriate. Cost of their respective counsel will be borne by the respective agency.
10. Employees
- A. Permanent, Full-Time Employees. The parties agree to the transfer of up to the sixteen full-time employees of SANDY employed at the time this AGREEMENT is executed. The full-time employees shall be subject to the terms and conditions expressed in Appendix B, Employee Transfer.
- B. Volunteers. All volunteers of SANDY shall in good standing, as determined by SANDY fire chief, as of February 1, 2023, and meeting the conditions of this section, shall be offered volunteer positions with CLACKAMAS effective the start of this AGREEMENT's term, should they remain in good standing as determined by SANDY fire chief.

Before transfer, CLACKAMAS and SANDY will ensure those individuals have met all medical, fitness and other requirements as determined by CLACKAMAS. Any individual who does not successfully complete the requirements for suppression volunteer will be required to comply with CLACKAMAS policies and procedures to improve their medical / fitness condition to satisfy CLACKAMAS requirements for suppression volunteers. Individuals failing to meet CLACKAMAS' suppression volunteer requirements may alternatively request a support volunteer position if the requirements for the support volunteer position are met. Failure to meet CLACKAMAS' requirements for either a suppression or support volunteer position will disqualify an individual to transfer into a volunteer position. Individuals failing to meet CLACKAMAS requirements may apply for a volunteer position with CLACKAMAS in the future.

Any and all liabilities related to SANDY's volunteers up to the EFFECTIVE DATE remain the sole responsibility of SANDY.

11. Capital Assets and Planning.
Prior to July 1, 2023, CLACKAMAS and SANDY will develop a plan for long-term ownership and or replacement plan of fire apparatus, facilities, and equipment owned by SANDY. CLACKAMAS and SANDY will agree on an amount, as budgeted funds allow, that SANDY will annually transfer to a reserve fund or funds, including an operating contingency. CLACKAMAS will manage and report financial management of this fund or funds in accordance with scope of services. Expenditures from the reserve fund will be jointly agreed upon by SANDY and CLACKAMAS.
12. Inventory: To ensure taxpayer assets are properly managed, whether ownership is retained or transferred, SANDY and CLACKAMAS will conduct an inventory of the fire stations and annex, apparatus, and any other SANDY property that holds equipment, furnishings, et cetera. Prior to March 1, 2023, CLACKAMAS and SANDY will develop an agreed upon inventory list of all SANDY assets and determine condition at time of inventory.
13. Joint Oversight Review. A committee composed of five representatives - two elected representatives from SANDY, two elected representatives from CLACKAMAS, and CLACKAMAS' fire chief or designee - shall jointly consider the services provided, policy development, budget development, and financial aspects of the AGREEMENT. The Joint Oversight Committee shall meet at least monthly for the first 6-months of the AGREEMENT and quarterly thereafter unless otherwise mutually agreed upon. Each party's Joint Oversight Committee members shall serve as liaisons to the other party's governing body.
14. Planning Coordination. SANDY and CLACKAMAS agree to cooperate in good faith as described in Oregon Revised Statutes Chapter 195. CLACKAMAS will participate in all comprehensive planning, plan amendments, and amendments to land-use regulations within SANDY.
15. Hold Harmless and Insurance.
 - A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, SANDY and CLACKAMAS shall mutually hold each other harmless and indemnify each other, their respective Directors, employees, volunteers and authorized agents, all of whom were acting within the proper scope of their authority, against any and all costs, claims, actions, damages, losses and expenses (including all attorney(s) fees and costs), arising out of or related to the provision of the Services under this AGREEMENT. Notwithstanding the immediately preceding, neither Party nor any elected and appointed official, officer, employee, volunteer, or agent thereof shall be responsible for any claims, damage or liabilities occurring by reason of the willful misconduct of the other party, their officers, employees, volunteers or agents or for any breach of contract claims regarding this AGREEMENT.
 - B. Both Parties agree to maintain insurance coverage in the minimum amounts

necessary under the Oregon Tort Claims Act to cover public body liabilities and to name each other as an additional insured.

16. Termination. Except as otherwise provided herein, this AGREEMENT may be terminated by either Party by giving twelve (12) months prior, written notice to the other Party. CLACKAMAS may terminate this AGREEMENT with 60 days' written notice for SANDY's failure to pay compensation as provided herein. In the event of such notice to terminate, CLACKAMAS shall provide SANDY fifteen (15) days to remedy the non-payment. This AGREEMENT may also be terminated upon mutual written AGREEMENT of both Parties.
17. Discrimination. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this AGREEMENT.
18. Waiver of Breach. A waiver of any breach of any provision of this AGREEMENT by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this AGREEMENT.
19. Applicable Laws. At all times during the term of this AGREEMENT, CLACKAMAS and SANDY shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of Oregon, including all agencies and subdivisions thereof.
20. General Provisions. Unless otherwise specifically prescribed in this AGREEMENT, the following provisions shall govern its interpretation and construction:
 - A. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.
 - B. Time is of the essence of this AGREEMENT.
 - C. Unless otherwise specified in this AGREEMENT, any action authorized or required to be taken by CLACKAMAS shall be taken by its governing body or Fire Chief.
 - D. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.
 - E. Any provision or condition of this AGREEMENT may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

21. Dispute Resolution. The parties desire, if possible, to resolve disputes, controversies, and claims (“Disputes”) arising out of this AGREEMENT without litigation. To that end at the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising under this AGREEMENT. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives.

A. If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the Dispute shall be submitted to non-binding mediation with a mediator chosen by mutual agreement of the parties or, in the absence of such agreement, with a mediator appointed by the presiding judge of the Circuit Court for Clackamas County.

B. Each party shall bear its own cost of these dispute resolution procedures. The parties shall equally share the fees of the mediation and the mediator.

C. In the event the disputes or claims cannot be resolved under the above process, the dispute or claim shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland, and shall be conducted in Clackamas County, Oregon, unless otherwise agreed to by the parties.

22. Notice. All notices, reports, or demands required to be given in writing under this AGREEMENT shall be deemed to be given when delivered personally to the person designated below, or his or her successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given at the address below. Alternatively, an electronic communication shall be deemed written notice if sent to the electronic mail address specified below by the receiving party under separate cover. Electronic notices shall be deemed received at the time the party sending an electronic notice receives verification of receipt by the receiving party.

Clackamas Fire District #1
Fire Chief
11300 SE Fuller Road
Milwaukie, OR 97222
nick.browne@clackamasfire.com

Sandy Fire District #72
Board President
11300 SE Fuller Road
Milwaukie, OR 97222
email address for Board President

23. Captions. The paragraph captions and headings in this AGREEMENT are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

24. Time Computation. Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period or duration for the

performance is prescribed and fixed herein, the time shall be computed to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as dated below.

Clackamas Fire District #1

Sandy Fire District #72

By: _____

By: _____

Title: Fire Chief

Title: Fire Chief

Date: _____

Date: _____

Appendix A
Service Level

1. Service Delivery

CLACKAMAS will incorporate SANDY Fire District #72 wholly into its services - providing the same response to incidents in SANDY as CLACKAMAS provides within its legal boundaries. CLACKAMAS will incorporate the apparatus and staffing located in SANDY Fire District #72 into its response in the same manner which it provides across CLACKAMAS. Staffing will include the following:

- A. Community Fire Stations:
 - a. Sandy – nine (9) FTEs (3 personnel assigned per shift 24/7) including a minimum of one paramedic per shift and four (4) FTEs (2 personnel assigned per shift 12/7) including a minimum of one paramedic per shift
 - b. Dover – Volunteer firefighters as volunteer staffing levels permit
 - c. Roslyn – No planned staffing in the station during the days or nights. Volunteers or career staff may retrieve apparatus from the Roslyn Community Fire Station for responses.
 - d. Eagle Creek – Three (3) SANDY-funded FTEs augmenting six (6) CLACKAMAS-funded FTEs for a total of (9) FTEs (3 personnel assigned per shift 24/7) including a minimum of one paramedic per shift
- B. CLACKAMAS will provide 24/7 chief officer coverage to SANDY for the command and control of emergencies and other assigned duties within SANDY. This coverage will normally come from CLACKAMAS’ north, south or east Battalion Chief.

2. Emergency Medical Services

CLACKAMAS shall staff and equip each career response unit to an Advanced Life Support (ALS) paramedic level. Each volunteer suppression response unit will be staffed with a minimum Basic Life Support (BLS) EMT-Basic. Provide Emergency Medical Services (EMS) oversight to include training, quality assurance, quality improvement, recertification, pilot projects, research, medical direction, and other EMS activities as determined by CLACKAMAS and CLACKAMAS designated Medical Director and staff.

3. Fire Prevention Services

- A. Fire and Life Safety Inspection services within SANDY include inspections of all identified target hazards once per year and inspections in general business occupancies as determined by CLACKAMAS’ inspection priority rating system.

Target hazards include nursing homes, hospitals, schools and industrial facilities that utilize hazardous materials or conduct hazardous operations and similar occupancies. General business inspections include office complexes, retail outlets, and similar businesses.

- B. Fire Investigation services will be provided and include on-call 24/7 as resources are available. CLACKAMAS fire investigators may wholly conduct investigations or cooperate in investigations with other agencies (e.g., local law enforcement; Oregon State Police; Bureau of Alcohol, Tobacco, Firearms, and Explosives).
- C. Engineering services will be provided and include: reviewing building and construction plans for compliance with applicable fire codes and ordinances within SANDY, review and propose fire codes and ordinances for adoption by SANDY and perform fire inspections. SANDY hereby authorizes and empowers CLACKAMAS to charge and enforce payment of CLACKAMAS's duly adopted fees and charges for Service within SANDY, including without limitation for access and water supply plan review and cost recovery under the CLACKAMAS cost recovery ordinance."
- D. CLACKAMAS will enforce applicable fire codes, ordinances, regulations, policies/procedures, and statutes in its inspection, investigation, and engineering work. Clackamas will review and propose, when recommended, fire codes and ordinances for adoption by SANDY.
- E. Record-keeping services will be provided and include: Maintaining, for SANDY, adequate records of activities as may be required by the Insurance Services Office and the Oregon State Fire Marshal.
- F. Risk reduction and education efforts will be provided and may include: social media outreach, web-based engagement, civic group participation, presentations at schools, and other community events. These programs and activities will be consistent with current CLACKAMAS programs.

4. Specialized Rescue

CLACKAMAS shall provide Hazardous Materials, Water Rescue, and Technical Rescue services as part of a regional approach, in cooperation with local, regional, state, and federal agencies.

5. Community Liaison/Community Involvement

CLACKAMAS shall provide a public information officer (PIO) on-call 24/7, as resources are available. Community involvement will include participation and involvement in key organizations as mutually defined by SANDY and CLACKAMAS.

6. Emergency Management

CLACKAMAS shall support emergency and disaster risk reduction, response, mitigation, and recovery through emergency management efforts focused fire and EMS connected functions. This includes coordination and collaboration with the City of Sandy and Clackamas County on events and incidents. Specific responsibilities are identified in the Clackamas County Emergency Operations Plan.

7. Financial Services

CLACKAMAS shall provide full financial services for SANDY including, but not limited to, the annual budget, levying taxes within constitutional limits, the annual audit, banking, investing, insurance and risk management, capital planning, and maintaining financial and asset records. CLACKAMAS shall provide regular reports on the cash balances within SANDY's accounts. At least annually, CLACKAMAS will produce a report that reviews the costs of performing this AGREEMENT.

8. Fleet Services

Provide to SANDY, Fleet Maintenance Services for all apparatus and vehicles. The DISTRICT will maintain SANDY apparatus and equipment to the same standard as used by the DISTRICT. SANDY and the DISTRICT shall agree to a capital plan to include apparatus and vehicles. SANDY is responsible for any capital item repairs that are not due to normal wear and tear or negligence by CLACKAMAS. CLACKAMAS is responsible for any damage due to its negligence.

9. Facility Services

Provide to SANDY, Facility Maintenance Services for all stations to include the training facilities and auxiliary buildings. CLACKAMAS shall maintain SANDY's facilities in a state of good repair. SANDY is responsible for any capital item repairs that are not due to normal wear and tear or negligence by CLACKAMAS. CLACKAMAS is responsible for any damage due to its negligence.

Appendix B

EMPLOYEE TRANSFER

Section 1: Transfer of Employees

- A. Up to the sixteen full-time employees of SANDY, employed at the time this AGREEMENT is executed, shall transfer to CLACKAMAS at the start of the term at 7:30 a.m. and shall become full-time employees of CLACKAMAS. Employees' transfer rights will be determined per ORS 236.605 to 236.640 and the terms of any applicable collective bargaining agreement. Before transfer, CLACKAMAS and SANDY will ensure those employees have met all medical, fitness and other requirements as determined by CLACKAMAS. Any SANDY employee who does not successfully complete those requirements will be required to comply with CLACKAMAS requirements, policies and procedures at the time set by CLACKAMAS. Failure to meet CLACKAMAS' requirements may affect that SANDY employee's position on transfer or may be cause not to transfer the employee.
- B. No later than seven (7) days before the Date of Transfer, SANDY will provide to CLACKAMAS an electronic version of each Transferring Employees' personnel file/employment records, as maintained by SANDY.

Section 2: Wages

- A. The transferred employees will be subject to the CLACKAMAS salary scale and appropriate labor agreement, except that a transferred employee will not have their salary reduced below their SANDY salary, as of the date of transfer, for the first twelve months of CLACKAMAS employment, as long as the Transferring Employee remains employed by CLACKAMAS.
- B. Following expiration of the twelve-month period, a transferred employee's salary will be placed at the closest salary for the position as designated under the CLACKAMAS salary schedule or labor agreement.

Section 3: Accrued Leaves

- A. At the option of the Transferring Employee, which must be made on or before June 1, 2023 ("Election Date"), the Transferring Employee may elect to transfer any accrued and unused sick leave and may retain accrued vacation leave up to a maximum of ninety-six (96) hours. Between the Election Date above and the Date of Transfer, any vacation

leave hours or sick leave hours used by a Transferring Employee will result in a reduction of the transferred balance by an equivalent number of hours. During that period between the Election Date and the Date of Transfer, an employee will not be permitted to exceed the number of accrued and unused vacation leave hours and/or accrued and unused sick leave hours; in such a circumstance, the employee will be in a leave without pay status for any vacation leave hours and/or sick leave hours that go beyond the accrued amount.

- B. On the Date of Transfer, SANDY will liquidate and pay out to the Transferring Employee any accrued and unused compensatory time or vacation time that the Transferring Employee has elected for payout, consistent with any applicable statute and/or applicable collective bargaining agreement.
- C. At the time of transfer, SANDY agrees to pay to CLACKAMAS, by July 31, 2023 a sum equal to the number of hours of retained sick leave and vacation leave by each transferred employee times the employee's hourly rate of pay as of the last day of employment with SANDY.

Section 4: Seniority

- A. Seniority of Transferring Employees will be in accordance with ORS 236.620(1)(c). Transferring Employees shall retain the seniority, if applicable, they accrued while employed by SANDY. Effective on the Date of Transfer and pursuant to ORS 236.620 (1), Transferring Employees will be placed on CLACKAMAS's employee roster and the roster shall be consolidated into a single seniority list. The transferred employees shall maintain their SANDY date of hire (seniority) for purposes of determining benefits, layoffs, and leave accrual, except that no CLACKAMAS employee shall be demoted or laid off by reason of that seniority at the time transfer occurs.
- B. If a Transferring Employee and a current CLACKAMAS employee have the same classification seniority, seniority shall be determined by each employee's date of hire. If the dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the Transferring Employee shall be placed below CLACKAMAS employee on the seniority list.

Section 5: CLACKAMAS Standards

- A. The transferred employees shall be subject to all CLACKAMAS work standards, policies, and procedures and the applicable CLACKAMAS collective bargaining agreement as of the date of transfer.

- B. Following the date of transfer, a transferred employee will accrue and be granted leave according to the rules of CLACKAMAS or any applicable CLACKAMAS collective bargaining agreement.
- C. Following the date of transfer, transferred SANDY employees will be subject to the same privileges, including benefits, hours, and conditions of employment, and will be subject to the same regulations, as other CLACKAMAS employees.

Section 6: Retirement

- A. The parties agree that both entities participate in PERS, and that pursuant to ORS 236.620, all Transferring Employees are able to participate in the same retirement system at CLACKAMAS that they are at SANDY. Therefore no election need be made regarding participation in a retirement system.
- B. Allocation of PERS Liability / Assets pursuant to ORS 236.610(7) and 238.231. The Public Employees Retirement System ("PERS") employer actuarial liabilities and assets of the transferred employees shall remain the responsibility of SANDY. For the purposes of this section, "PERS employer actuarial assets" and "PERS employer actuarial liabilities" have the meanings set forth in Oregon Administrative Rule 459-009-0350.
- C. The parties agree that all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees from their date of hire with SANDY through the last date of SANDY employment, shall be attributable to and the responsibility of SANDY, and all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees on and after the Service Date, shall be attributable to CLACKAMAS.

Section 7: Health Insurance Other Benefits

- A. CLACKAMAS agrees to provide to Transferring Employees on the Date of Transfer, the health insurance and benefits, hours, conditions, and privileges, as its other similarly classified employees, subject to the same collective bargaining agreement.
- B. Nothing contained herein, either expressly or implied, shall confer upon any Transferred Employee or any other employee or legal representatives thereof any contractual rights of continued employment.

Section 8: Other Terms

- A. This AGREEMENT represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of SANDY employees to CLACKAMAS. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in this AGREEMENT.

- B. At the end of this AGREEMENT, any employees or volunteers transferred under this AGREEMENT shall be subject to ORS 236.640, which provides a right of return to the original employer if the employee so desires.



CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Fleet Services Manager Bill Bischoff on behalf of Fire Chief Nick Browne
Date	February 27, 2023
Subject	Fuel Vendor Contract for Services, Bretthauer Oil Company

Action Requested

Request Board of Directors authorization for the Fire Chief to enter into a contract for district fueling services through the calendar year 2023 with Bretthauer Oil Company in the amount of \$376,651. This amount is based on budget levels for FY23 as well as trending fuel costs which will carry the contract term through calendar year for fuel provisions into FY24.

Background

The Fire District has been receiving petroleum products and services from Wilco Petroleum since September 2015. Wilco was forced recently to terminate our fueling agreement due to being overextended on their capacity and are no longer able to provide services to several customers in the northern region of the state. Although they wanted to continue serving the fire district, it didn't make sense fiscally.

Clackamas Fire already utilizes Bretthauer Oil Company as a vendor for several bulk fluids and lubricants and also uses FuelCloud, a cloud-based fuel management system also provided through Bretthauer, as our fuel dispensing and reporting platform.

If approved, the District will enter into a contract for services with fuel invoiced at a rate of twenty-six cents over Bretthauer's daily average inventory cost to include delivery. This is a six-cent increase over the District's previous agreement with Wilco and is not excessive due to current transportation costs. The proposal does allow either party to terminate with 30-days written notice. To take advantage of economies of scale with how the district currently uses them as a vendor, it seems reasonable to also leverage this vendor for fuel pricing and service.

Changes reflected in the new proposal include:

- Increase of .06 from last year's contract.
- Contract pricing and services will be effective through December 31, 2023.

Moving this contract from March 1 to the end of the calendar year will keep the District in line with our current state and federal fuel exemptions that also expire at the end of December. Another Board action would be requested later in the year for a 2024 calendar year agreement.

The Fire District has above ground bulk diesel and unleaded tanks at Stations 1, 3, 10, 14, 16, and Fleet/Logistics. There are diesel only tanks located at Stations 6, 11, and 19.



The Fire District's generators, serviced by the fuel vendor, are located at Stations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 21, 22, Fleet/Logistics, Wellness Offices, and Information Technology. Station 1's generator is attached to the above ground diesel tank; Station 2 is maintained by the City of Milwaukie and the Station 18 generator operates on propane.

Policy Implications

Staff is presenting this contract to the Board of Directors per Fire District Purchasing Policy because the annual amount of fuel projected exceeds \$50,000. The continuation of a calendar year agreement may require another Board Staff Report for the 2024 calendar year.

Typically purchases exceeding \$150,000 require a formal solicitation through an Invitation to Bid (ITB) or Request for Proposal (RFP) process. The District's purchasing policy, however, exempts the purchase of gasoline and diesel fuel from these competitive bidding requirements if the District seeks competitive quotes from at least three vendors in the area, accepts quotes from all vendors in the area who offer quotes, and makes its purchase from the least expensive source. Staff are comfortable using this alternative purchasing approach because 1) as a relatively small purchaser, we historically have not received many responses to District RFP solicitations and 2) there is generally not a large variation in price between fuel vendors given that the bulk of the fuel price is determined by global and regional market factors.

The Fire District solicited quotes from five local vendors and received written responses from 3 vendors. The proposals can be difficult to compare because vendor pricing structures are not uniform, with some utilizing average daily pricing and others using rack pricing. In general, the District benefits financially from weighted average pricing compared to daily OPIS rack prices. Accounting for these differences, Bretthauer Oil had the lowest price taking into account rack price, taxes, delivery charges, and vendor mark-up.

The Fire District also considered utilizing state cooperative agreements for the fuel purchase but found that it could achieve better price and service by working directly with the local vendors. Another option is to use card lock locations like Pacific Pride. This would cost the District substantially more, however, than having a "keep full" vendor in place for all of our bulk tanks across the district. For example, current pricing at Pacific Pride pumps in is nearly \$0.50 per gallon more than having a vendor fill our onsite tanks at scheduled intervals. Certain parts of the fire district still require the use of the commercial card locks, but we try to limit their use if apparatus are able to fuel at our own pumps.

Having Bretthauer as the fuel products and services vendor will also give the district some leverage in the utilization and costing of all of the FuelCloud boxes at all of the locations listed above. Instead of the normal service and maintenance fee of \$100/month per box, we will pay \$50/month per box, which will also save \$5400 annually in fuel management costs.

Budget Implications

The Fire District has budgeted \$463,922 in fiscal year 2023 for all types of fuel.

Recommendation

Staff recommends that the Board of Directors authorize the Fire Chief to enter into a ten-month contract with Bretthauer Oil for fueling services for the remaining calendar year 2023.



Pricing Addendum for Contracted Fuel Supply Agreement

Customer: *Clackamas Fire*

Date: *February 16th, 2023*

Terms of Conditions

- This Pricing Addendum is made and entered into this day of February 16th, 2023, by and between Bretthauer Oil Company, and Oregon Corporation, hereinafter called Contractor, and the Clackamas Fire District, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called Department. This Price Addendum may refer to the District and the Contractor individually as "Party" or jointly as the "Parties".
- All other terms have been previously disclosed in Exhibit A documents sent to the District via email by Ryan Tucker, Vice President of Sales for the Contractor, and received by Bill Bischoff, Fleet Manager for the District.
- This addendum also recognizes the request of the District to use the aforementioned Exhibit A City of Yamhill contract as the basis for this business partnership.
- Contractor agrees to provide bi-annual water check and annual biocide treatment/high performance diesel additive (blended into the fuel at time of delivery) for District generators.
- Generators located at stations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 21, 22, Fleet/Logistics Building, Wellness Office, and IT Resource Center.
- District is responsible for inventory management and order placement for generators.
- Any Biocide and Hi Performance Diesel additives will be priced at standard market cost plus Contractor mark-up.

Pricing

- All delivered fuel will be charged at, but not limited to, \$0.26/gallon over Bretthauer Rack Daily Average pricing. This price is the landed cost to Department and includes all freight charges.
- No finance charges shall be charged for payments made within 30 days of billing date.
- The customer understands that Contractor's price is based on *Bretthauer Rack* price, which can vary day to day due to market conditions, transportation expenses, and/or other variables not identified at this time.
- ACH payment required for all fuel deliveries. 15-day terms for Tank Wagon deliveries.
- Contractor agrees to provide diesel fuel sampling and analysis at no charge (once per year per tank). Analysis will be performed by a 3rd party laboratory and results will be provided to both the Contractor and the District. Additional testing will be a flat pass-through cost from the 3rd party laboratory, in addition to a \$70.00 per hour travel time charge for sample collection and travel time done by the Contractor.
- Either party may terminate this proposal upon a 30-day written notification sent by



BRETTHAUER
Oil Company
since 1928

registered mail. Upon notification all equipment supplied by Bretthauer will be removed within 30 days.

Signature (District Representative): _____

Date: _____

Signature (Contractor Representative): _____

Date: _____





Proposal Guide: Clackamas County Fire District

Zach Bycott – Outside Sales – New Business

Cell Phone – 971-235-8229

Email – Zachary.Bycott@Carsonteam.com

Carson Proposal for Service:

Carson will provide the following services for Clackamas County Fire District at the determined locations:

- Monitored fuel tanks with access for vendor and customer overview.
- Bi-annual biocide treatment, summer into winter and winter into spring.
- Quarterly water inspections, spring, summer, fall and winter.
- General Service maintenance, for routine wear.*
- Diesel Fuel Testing during each quarterly water inspection.
- Diesel additive blended at time of delivery.

*Routine wear does not include theft, vandalism, abuse or acts of nature. All maintenance required outside routine wear will be billed at parts plus a labor charge of \$50 per hour.

Stations Included: 1, 3, 6, 10, 11, 16, 18, 19 & Fleet Building

Carson will provide the following services for Clackamas County Fire District Generators at the determined locations:

- Bi-annual biocide treatment, summer into winter and winter into spring.
- Bi-annual diesel testing, summer into winter and winter into spring.
- Diesel additive blended at time of delivery.
- Clackamas County Fire District will be responsible for inventory level and order placement.

Stations Included: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 19, 21 & Fleet Building.

Start date and end date agreed upon by Carson Oil and Clackamas County Fire District:

Start Date: _____ End Date: _____

Carson Pricing

<u>Product</u>	<u>Above</u> <u>Opis</u>	<u>Freight</u>
<u>Bio 5% Diesel</u>	.05 Cents	.06 Cents
<u>Non Ethanol</u> <u>Prem</u>	.08 Cents	.06 Cents
<u>Neste</u> <u>Renewable</u> <u>Diesel</u>	.12 Cents	.06 Cents
<u>Regular</u> <u>Unleaded</u>	.05 Cents	.06 Cents

Additional Fuel Sampling - \$50 per sample.

Labor for Additional Sampling - \$100 per hour.

Thank you for the opportunity to earn your business, I look forward to discussing and hearing any feedback.

Zachary Bycott

Outside Sales Representative

971 – 235 – 8229

Zachary.bycott@carsonteam.com

CLACKAMAS COUNTY FIRE DISTRICT – FUEL & SERVICES PROPOSAL

TANK WAGON BULK FUEL DELIVERY TO BULK TANKS

Wilcox + Flegel commits to fueling the bulk fuel tanks outlined on page 2 (Fuel Tank Delivery Locations) for the Clackamas County Fire District. Deliveries will be made on a regular “as needed” basis which will vary by site location depending on tank capacity and fuel usage. Fuel delivery frequency will be determined by Wilcox + Flegel via wireless tank monitoring systems.

TANK WAGON BULK FUEL DELIVERIES TO GENERATORS

Wilcox + Flegel commits to fueling the Generators outlined on page 2 (Generator Locations) for the Clackamas County Fire District. Fuel levels in all generators will be monitored by Clackamas Fire District and orders must be placed with Wilcox + Flegel to be delivered to on a routine route day.

- Generators located at sites with bulk fuel tanks (notated with a ** on the “Generator Location” page 2) will be filled as needed or topped off on a regular routed delivery day to that location.
- Generators located at sites without bulk fuel (satellite generators) will be delivered to on an “as needed” basis.

FUEL LEVEL TANK MONITORING

Wilcox + Flegel agrees to install cellular tank monitoring systems on bulk fuel tanks (where applicable) and will send automatic fuel deliveries based on these readings. Wilcox + Flegel is happy to grant access to the online monitoring system for Clackamas County Fire District if requested. Wilcox + Flegel will retain ownership of the tank monitors.

Due to the constraints of the supply chain, tank monitors for all tanks may not be readily available. Tank monitor installation will take place as units become available. If tank monitors are unavailable, necessary bulk tanks will be placed on an auto delivery schedule.

FUEL ANALYSIS

Fuel analysis will be conducted by Wilcox + Flegel personnel 1X annually for each bulk fuel tank with no charge to Clackamas Fire District. Fuel samples will be pulled and sent to an independent lab which will be chosen by Wilcox + Flegel. If additional analysis is required or requested, Wilcox + Flegel will conduct additional samples for lab analysis at \$250/fuel sample + \$85/hour for travel time & on-site sampling.

DIESEL FUEL ADDITIVES

Wilcox + Flegel will provide a biocide diesel fuel treatment supplement & diesel performance additive 1X annually at no charge. Both products will be mixed at the manufacturer’s recommended treat rate and delivered to Clackamas Fire District.

FUEL PRICING

All delivered fuel will be charged at \$0.32/gallon over OPIS Portland Daily Average pricing. This price is the landed price to Clackamas Fire District and includes all delivery fees. This price does not include any local, state, or federal taxes.

TAXES

Wilcox & Flegel will charge all necessary local, state, and federal law taxes required by law. Any tax exemptions will be deducted prior to billing.

CLACKAMAS COUNTY FIRE DISTRICT – FUEL & SERVICES PROPOSAL

EMERGENCY DELIVERY FEES

For immediate deliveries requested with less than 24-hour notice, an Emergency Delivery Fee of \$150 may apply.

AGREEMENT DURATION

This agreement between Wilcox + Flegel and Clackamas County Fire District will be valid for 1 year, in which an updated proposal will be submitted to reflect any market changes.

FUEL TANK DELIVERY LOCATIONS

- Fuel tank levels are to be monitored by Wilcox + Flegel via cellular tank monitors or automatic keep full delivery routes.

<u>STATION</u>	<u>ADDRESS</u>
Station 1 – Town Center	11300 SE Fuller Road, Milwaukie, OR 97222
Station 3 – Oak Lodge	2930 SE Oak Grove Blvd, Milwaukie, OR 97267
Station 6 – Happy Valley	12901 SE King Road, Happy Valley, OR 97086
Station 10 – Beaver creek	22310 S Beaver creek Rd, Beaver creek, OR 97004
Station 11 - Redland	18265 S Redland Road, Oregon City, OR 97045
Station 14 – Boring	28655 SE Hwy 212, Boring, OR 97009
Station 16 - Hilltop	19340 Molalla Ave, Oregon City, OR 97045
Station 19 – Damascus	19750 SE Damascus Lane, Damascus, OR 97089
Fleet / Logistics	15800 SE 130 th Ave, Clackamas, OR 97015

GENERATOR LOCATIONS

- Fuel tank levels to be monitored by Clackamas County Fire District

<u>STATION</u>	<u>ADDRESS</u>
Station 1 – Town Center**	11300 SE Fuller Road, Milwaukie, OR 97222
Station 2 - Milwaukie	3200 SE Harrison, Milwaukie, OR 97222
Station 3 – Oak Lodge**	2930 SE Oak Grove Blvd, Milwaukie, OR 97267
Station 4 – Lake Road	6600 SE Lake Road, Milwaukie, OR 97222
Station 5 – Mt Scott	9339 SE Causey Ave, Happy Valley, OR 97086
Station 6 – Happy Valley**	12901 SE King Road, Happy Valley, OR 97086
Station 7 – Pleasant Valley	10921 SE 172 nd Ave, Happy Valley, OR 97086
Station 8 – Clackamas	16100 SE 130 th Ave, Clackamas, OR 97015
Station 9 – Holcomb	300 Longview Way, Oregon City, OR 97045
Station 10 – Beaver creek**	22310 S Beaver creek Rd, Beaver creek, OR 97004
Station 11 – Redland**	18265 S Redland Road, Oregon City, OR 97045
Station 12 – Logan	18081 S Harding Road, Oregon City, OR 97045
Station 13 – Clarkes	25675 S Beaver creek Rd, Beaver creek, OR 97004
Station 14 – Boring**	28655 SE Hwy 212, Boring, OR 97009
Station 15 – John Adams	624 7 th Street, Oregon City, OR 97045
Station 16 – Hilltop**	19340 Molalla Ave, Oregon City, OR 97045
Station 17 – South End	19001 S End Road, Oregon City, OR 97045
Station 18 – Eagle Creek	32200 SE Judd Rd, Eagle Creek, OR 97022



CLACKAMAS COUNTY FIRE DISTRICT – FUEL & SERVICES PROPOSAL

Station 19 – Damascus**	19750 SE Damascus Lane, Damascus, OR 97089
Station 20 - Highland	22295 S Lower Highland Rd, Beaver creek, OR
Station 21 – Centennial Park	20100 SE Hwy 212, Damascus, OR 97089
Station 22 – Gladstone	555 Portland Ave, Gladstone, OR 97027
Fleet / Logistics**	15800 SE 130 th Ave, Clackamas, OR 97015

**** Indicates there is a bulk fuel tank on site, in addition to the generator**





CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Fleet Manager Bill Bischoff of Fire Chief Nick Browne
Date	February 8, 2023
Subject	Surplus Apparatus – 1999 Almar Raiv Jet Boat App# 2-931 Asset # 18

Action Requested

Staff requests Board approval to have the Fire Chief proceed with disposal of the boat listed on the attached sheet and below with VIN Number- AUC2765CJ899.

Background

In 1998, Clackamas Fire started what we know now as the Water Rescue Team. At that time, the 1999 Almar Raiv was purchased and was used as the primary jet boat for the water rescue team until 2011 when the Rogue Jet was purchased. Since then, and up to the spring of 2022, the Almar was used as a secondary boat, training vessel, and severe weather staffing boat. At that time, the SJX Opti-Max Sport Jet was purchased and received through a Spire Grant. Since the spring of 2022, the Almar has not been on the river or other waterways, but is still taking up district bay space. It is in excellent mechanical condition and could serve another agency very well or be sold through other avenues. The Almar boat was purchased in 1999 for the purchase price of \$26,500 and the current potential resale value is estimated to be around \$15,000.

Board Policy Implications

The Fire District's Standard Operating Procedure (SOP) on disposal of equipment requires a description of the equipment, method of purchase, an original acquisition cost, and an estimated fair market value.

Budget Implications

Additional revenue may be generated upon the disposal of this equipment. Method of disposal may include sale or donation to other public agencies where appropriate as determined by the Fire Chief, advertisement to general public via sealed bids, or public auction process. This apparatus will be sold as surplus according to District guidelines and the revenue would be placed into the Capital Replacement Fund for future projects.

Recommendation

Staff recommends Board approve the Fire Chief to proceed with disposal of vehicle listed below in compliance with Fire District policy.



Clackamas Fire District #1

Year	Description	VIN#
1999	1999 Almar Raiv Jet Boat 2-931	AUC2765CJ899- Boat 1MDBOWR11WA998396- Trlr

Apparatus #	Fiscal Year	Labor Hours	Parts/Outside Labor	
1999 Almar "Raiv" Boat SERIAL: AUC2765CJ899 PLATE# OR486XM TODAY'S MARKET VALUE \$15,000	2-931 / B328	FY17-18	26	\$10,456.80
	FY18-19	10.5	\$1,225.51	
	FY19-20	10.75	\$271.91	
	FY20-21	78.5	\$6,737.92	
	FY21-22	3.5	\$412.06	
	FY22-23	0	\$0.00	
	TOTALS	129.25	\$19103.28	
AVERAGE PER YEAR		21.54	\$3183.88	





CLACKAMAS FIRE DISTRICT #1

Here for you

Memo

To	Board of Directors
From	Division Chief Rick Huffman on behalf of Fire Chief Nick Browne
Date	February 27, 2023
Subject	Request Procurement Approval for Replacement of Bay Doors at Station 1

Action Requested

Request Board approval to replace apparatus bay doors at Station 1 through Oregon City Garage Door for \$125,900.

Background

The current condition of the bay doors at station 1 has resulted in poor performance including long opening times that impact response and poor security during closing times. Ongoing failure and recent damage has resulted in periods where one or two apparatus bays (out of three) were not available or reliably operating. These door failures negatively impact optimal emergency response and security.

Door replacement was planned to be presented to the board at the March board meeting, but this urgent request is due to recent damage. Staff is requesting approval at this time to avoid short term, costly repairs that would not be cost effective.

The apparatus door replacement project has been approved by Clackamas County Development Agency Program Supervisor, David Queener. The replacement doors have improved performance characteristics and will reduce the blight of the current damaged doors. Along with other upgrades planned for the Fuller Road campus, new doors will refresh the appearance of the complex and demonstrate proper upkeep to local residents and businesses.

Board Policy Implications

Purchasing policy states Board approval is required for purchases over \$50,000. Attached are three replacement bids, with an update provided by attached email.

Budget Implications

Cost for this request will be fully funded by Urban Renewal funds.

Huffman, Rick

From: Huffman, Rick
Sent: Monday, February 27, 2023 4:24 PM
To: Stewart, Brian
Cc: Thompson, Jerome
Subject: RE: bay doors

Update: I spoke with Oregon City Garage Door, and they stated that the correct quote is for \$125,900.00 and an updated quote is attached with other bids. This was due to the "faster" motors being quoted similar to the competing quotes.

Rick Huffman

Division Chief

Cell: 971-712-3138

Office: 503-742-2652



"Here for you"

CLACKAMAS FIRE DISTRICT #1
WWW.CLACKAMASFIRE.COM
503-742-2600

From: Thompson, Jerome <erome.thompson@clackamasfire.com>
Sent: Monday, February 27, 2023 3:44 PM
To: Huffman, Rick <rick.huffman@clackamasfire.com>
Subject: bay doors

I just got off the phone with overhead door company of Portland, the one with 225,000. Quote. That was with both options added together. 127,150.00 is for the option we want to go with.

Overhead door company of Portland is \$ 127,150.00

Jack's overhead door INC is \$ 140,800.00

~~OREGON City garage door is \$ 110,900.00~~ See above

I did not get updated quotes from them on paper, overhead door of Portland phone quote update as the same, and no call back from Jack's overhead door. You have Oregon city garage doors quote sent to you.



Oregon City Garage Door, LLC
 16000 SE Evelyn St.
 Clackamas, OR 97015
 (503) 632-3070
 oregoncitygaragedoor.com

Estimate 44717914
 Job
 Estimate Date 2/27/2023

Billing Address
 Clackamas Fire District #1
 11300 Se Fuller Rd
 Milwaukie, OR 97222-1124 USA

Job Address
 Clackamas Fire District #1
 11300 Se Fuller Rd
 Milwaukie, OR 97222-1124 USA

Estimate Details

Clipay Model 904U | VFD Series Operators:
 Jerome Thompson: 971-235-3143

Task #	Description	Quantity	Your Price	Your Total
Clipay Comm Sectional Door	<p>~~ Station #1 - Front Bay Door's ~~</p> <p>(Qty 3ea) 14'-2" x 14'-0" Clipay Model 904U Insulated Aluminum Full View Commercial Sectional Door Color Standard Clear Anodized Finish (Red ColorBlast Add Option Below) Full View Sections Clear Anodized Aluminum w/ Insulated Stiles & Rails w/ Glazing Windows All Sections Full View With Insulated Clear Tempered Glass Tracks 3" Reverse Angle w/ 36" High Lift & Straight Incline Counterbalance 45,000 Cycle Torsion Springs on 1-1/4" shaft Seals Jamb/Header Weather Stripping & Bottom Astragal Operation Nice VFD Fire Station Series, PRO-GHEVFD15011 **Door Speed to be 24" open, 12" close with soft start/stop** Sensing Devices 36" Light Curtain MLCK-36 Miller Controls 3-Button Control Station & (1) Transmitter Per Door</p> <p>~~ Station #1 - Rear Bay Door's ~~</p> <p>(Qty 3ea) 14'-2" x 14'-0" Clipay Model 904U Insulated Aluminum Full View Commercial Sectional Door Color Standard Clear Anodized Finish (Red ColorBlast Add Option Below) Full View Sections Clear Anodized Aluminum w/ Insulated Stiles & Rails w/ Glazing Windows All Sections Full View With Insulated Clear Tempered Glass Tracks 3" Reverse Angle w/ 36" High Lift & Straight Incline Counterbalance 45,000 Cycle Torsion Springs on 1-1/4" shaft Seals Jamb/Header Weather Stripping & Bottom Astragal Operation Nice VFD Fire Station Series, PRO-GHEVFD15011 **Door Speed to be 24" open, 12" close with soft start/stop** Sensing Devices 36" Light Curtain MLCK-36 Miller Controls 3-Button Control Station & (1) Transmitter Per Door</p> <p>**All wiring to be done by others, low and high voltage **Current MFG. Lead Time, 7-8 Weeks With Standard Finish **Prevailing Wage Included **Scissor Lift Rental Included</p>	1.00	\$125,900.00	\$125,900.00
Change Order -	<p>~~ Optional Add ~~</p> <p>Red/Green Light 24VDC installed on all doors Red/Green light sequence to be RED on at all times other than fully open, GREEN on at full OPEN >If Desired, Add \$605.00 Per Door & Inform Estimator</p>	1.00	\$0.00	\$0.00
Change Order -	<p>~~ Optional Add ~~</p> <p>Revise Door From Standard Clear Anodized Aluminum Full View Sections To ColorBlast Red >If Desired, Add \$4,800 Per Door & Inform Estimator</p>	1.00	\$0.00	\$0.00

Potential Savings \$0.00
Sub-Total \$125,900.00
Tax \$0.00

Total

\$125,900.00

Thank you for your business, we appreciate it very much!

I authorize the aforementioned work in the amount of {authorized amount} to be performed in accordance with the {terms} terms and conditions of the company.

CLOPAY COMMERCIAL – MODEL 904U, 904 architectural series



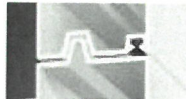
ALUMINUM FULL-VIEW DOORS

Clopay's Model 904 possesses a sleeker design with fewer lines and angles to its appearance. With equal stile spacing, rail and stile profiles are more proportional to each other. This design provides a more aesthetically pleasing appearance making it ideal in applications such as restaurants, auto dealerships and fire stations. In addition to these features, Model 904U features Intellicore® polyurethane insulated rails and stiles.

clopaycommercial.com



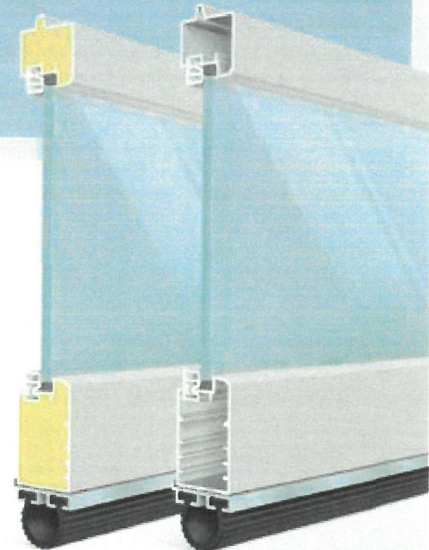
Frame Detail



Section Joint Seal



Reinforcing Fin (where applicable)



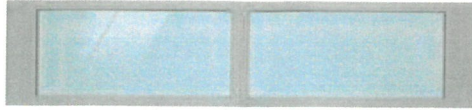
Model 904U*

Model 904

*Model 904U R-value 3.8 with clear insulated glass.

OPTIONS

PANEL OPTIONS



Aluminum Full-View



Solid Aluminum

FRAME/SOLID PANEL COLOR OPTIONS

Clear Aluminum (Anodized)	Standard White (Painted)	Bronze (Painted)	Chocolate (Painted)
Bronze (Anodized)*	Black (Anodized)*	Dark Bronze (Anodized)*	

**Additional cost and lead time may apply. The use of "Bronze (Painted)" is recommended due to slight color variation that may occur during the anodizing process.*

CUSTOM PAINT OPTIONS

Color Blast® finish paint system or RAL Powder Coating give you thousands of color options for endless upgrades. See your Clopay Dealer for details.



GLASS/PANEL OPTIONS

Clear Glass	Gray Tinted Glass	Bronze Tinted Glass	Mirrored Glass*	Obscure Glass	White Laminate Glass*	Black Laminate Glass*	Frosted Glass or Acrylic
						<i>*Glass/acrylic panels may be combined with aluminum panels. Custom glass and colors available.</i>	
Clear Acrylic	Gray Acrylic	White Acrylic	Clear Polycarbonate	Bronze Polycarbonate	Aluminum Panel (Color-matched)		

PERFORMANCE OPTIONS

HEAVY-DUTY HARDWARE

Double-end Hinge	3" Track	High Performance Hardware

SPECIALTY PRODUCTS

Center Mullions	Exhaust Port

OPTIONAL WARRANTY

Extended 8-year hardware warranty includes upgraded industrial hardware. Upgraded hardware includes 3" track and rollers, 11 gauge hinges, heavy duty brackets, solid shaft and more.



WINDCODE®

W Design pressures (DP) up to 32 PSF depending on configuration. Models tested 50% greater than DP.

STANDARD SPECIFICATIONS

Max Width	24' 2"
Max Height	20' 0"
Exterior/Interior Panel Thickness	2-1/8"
Insulation	Intellifore® polyurethane (Model 904U)
R-Value*	3.8 (Model 904U with clear insulated glass)
U-Factor	.86 (Model 904U with clear insulated glass)
End Stile Thickness	4.5" wide single up to 14' 2" 6.5" wide double over 14' 2"
Emboss	Recessed panel with smooth surface
Panel Style	Full-view or solid aluminum panel
Section Construction	6063-T5 extruded aluminum alloy
Window Style	Full-view

Glass	DSB glass, tempered glass, acrylic, thicknesses of 1/8", 1/4" and 1/2"	
Solid Panels	Insulated and non-insulated aluminum panels	
Wind Load	Non-impact rated	
Joint Seal	Yes	
Springs	10,000 cycle springs Galvanized aircraft cable with minimum 7:1 safety factor	
Tracks	2" angle mount track with standard lift 3" track where applicable	
Hardware	TPE astragal in aluminum retainer Steel step plate and lift handle Inside slide lock for increased security	Commercial 10-ball steel rollers 14 gauge hinges
Warranty	Standard Paint – 5 Years Material and Workmanship – 1 Year	Color Blast® finish – 5 Years Hardware – 1 Year

*Calculated door section R-value is in accordance with DASMA TDS-163.



For more information on these and other Clopay products, visit clopaycommercial.com. Architects and specifiers, visit architectdoorhelp.com.



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CMDC-904-19_REV0122

Overhead Door Company of Portland - OR
4015 NW Saint Helens Rd
Portland, OR 97210



11/22/2022 4:02 PM

CLACKAMAS FIRE DISTRICT 1

Subject: Proposal for FULLER RD LOCATION

The Overhead Door Company of Portland/Vancouver is proud to present an estimate for the following doors and operators:

Overhead door will furnish and install new full-vision glass doors and operators, we propose to use larger sprockets to speed up the function of doors. We will also supply all limited-energy wiring. Overhead door will also remove and haul away existing doors and operators

All line voltage by others

Line item-1 is for standard clear anodized in color

Line item-2 is for powder-coated color

Lead time 8 to 10 weeks upon approval

Best Regards,

Noah McLeod | Phone: +1503-810-3963

Reference: SQAZ003824-1 was modified Tuesday, November 22, 2022 and is valid till Friday, December 2, 2022.



Overhead Door Company of Portland - OR

4015 NW Saint Helens Rd
Portland, OR 97210

Contact: Noah McLeod
Phone: +1503-810-3963
Email: nmcLeod@ohdpdx.com

This proposal is valid till Friday, December 2, 2022

Quote: SQAZ003824-1 | Created: 11/22/2022 3:44 PM

Job:

FULLER RD LOCATION

Prepared For:

CLACKAMAS FIRE DISTRIC 1

Item	Qty	Unit (USD)	Extended (USD)
1 521.CS 521, 14' 2" x 14' 1", Clear Anodized OPERATOR: RHX - Heavy Duty, 1/2 HP, 115/208/230V 1Phase 60Hz, Hoist, Right, Chain Couple, #50 12:40 Chain Couple Kit, Brake, Hand Chain,30', Non-Monitored Electric Edge, SensingEdgeChannel, Include Sensing Edge Hardware DOOR: 521, 14' 2" x 14' 1", Clear Anodized, Standard Panel, 7 Sect, 4 Pnl, SES, Electric Sensing Edge Bottom Seal, Dual Flap SENSING EDGE: Non-Monitored Electric Edge, Include Channel, Include Hardware WEATHERSTRIP: Sides Only, Side: Saverstrip, White LITES: Custom, AFV, 4 Pnl, 1/2" IGU, Tempered, Clear, DSB, Bottom: AFV, 4 Pnl, S2: AFV, 4 Pnl, S3: AFV, 4 Pnl, S4: AFV, 4 Pnl, S5: AFV, 4 Pnl, S6: AFV, 4 Pnl, Top: AFV RAILS: Insulate AFV Frame (Stiles and Rails), Top: 3.750", Bottom: 3.750", Finned STRUTS: Standard, S1: (1) HS1, S2: (0), S3: (0), S4: (0), S5: (0), S6: (0), S7: (1) HS1, S7 Add: (0) LOCK: ISL, 1 TRK/HDW: 2", HL, HR Amt: 48, Angle In, Steel, Leaf Bumper, 209.625 FTSC SPRING: Torsion, Qty: 2, Front, 50K, Extra Spring Brackets, 1" Solid, Two-Piece Split Solid Shaft w/Coupler, 7-5/8" x 0.394 x 48.39, 12.46 Turns, D525-54, 5/32" x 239", Bal Wt: 848.03 OPERATION: JackShaft, Side Mount	6	\$21,191.67	\$127,150.00
2 521.CS 521, 14' 2" x 14' 1", To Be Determined OPERATOR: RHX - Heavy Duty, 1/2 HP, 115/208/230V 1Phase 60Hz, Hoist, Right, Chain Couple, #50 12:40 Chain Couple Kit, Brake, Hand Chain,30', Non-Monitored Electric Edge, SensingEdgeChannel, Include Sensing Edge Hardware DOOR: 521, 14' 2" x 14' 1", To Be Determined, Standard Panel, 7 Sect, 4 Pnl, SES, Electric Sensing Edge Bottom Seal, Dual Flap SENSING EDGE: Non-Monitored Electric Edge, Include Channel, Include Hardware WEATHERSTRIP: Sides Only, Side: Saverstrip, White LITES: Custom, AFV, 4 Pnl, 1/2" IGU, Tempered, Clear, DSB, Bottom: AFV, 4 Pnl, S2: AFV, 4 Pnl, S3: AFV, 4 Pnl, S4: AFV, 4 Pnl, S5: AFV, 4 Pnl, S6: AFV, 4 Pnl, Top: AFV RAILS: Insulate AFV Frame (Stiles and Rails), Top: 3.750", Bottom: 3.750", Finned STRUTS: Standard, S1: (1) HS1, S2: (0), S3: (0), S4: (0), S5: (0), S6: (0), S7: (1) HS1, S7 Add: (0)	6	\$23,275.00	\$139,650.00

The Genuine. The Original.



100
YEARS
— Since 1921

503-252-5111

Job:

FULLER RD LOCATION

Prepared For:

CLACKAMAS FIRE DISTRICT 1

By:

Overhead Door Company of Portland - OR
Portland, OR

Contact:

Noah McLeod

Phone: +1503-810-3963

Email: nmcleod@ohdpdx.com

*This proposal is valid until **Friday, December 2, 2022***



Overhead Door Company of Portland - OR

4015 NW Saint Helens Rd
Portland, OR 97210

Contact: Noah McLeod
Phone: +1503-810-3963
Email: nmcleod@ohdpdx.com

LOCK:	ISL, 1
TRK/HDW:	2", HL, HR Amt: 48, Angle In, Steel, Leaf Bumper, 209.625 FTSC
SPRING:	Torsion, Qty: 2, Front, 50K, Extra Spring Brackets, 1" Solid, Two-Piece Split Solid Shaft w/Coupler, 7-5/8" x 0.394 x 48.37, 12.46 Turns, D525-54, 5/32" x 239", Bal Wt: 848.51
OPERATION:	JackShaft, Side Mount
SPECIAL	PC Door: TBD.
INSTRUCTIONS:	

Total (USD): \$266,800.00

Provide low voltage control wiring for the open/close/stop wall stations, photo cells, & safety edge. All work to be provided by a certified limited energy electrician. Excludes any and all line voltage.

Terms and Conditions

Standard Terms: 50% down prior to ordering product, 50% after completion of the install. Payment should be made via check or cash otherwise credit card payments will be assessed an 3.2% service charge of the total invoice.

Quoted prices subject to change if not accepted in 15 days.

TERMS AND CONDITIONS

WARRANTY FOR LABOR: Contractor warrants that all labor supplied by Contractor will be installed or applied in a good and workmanlike manner consistent with local industry standards and, when applicable, according to the manufacturer's installation instructions. The labor is warranted for a period of one (1) year from the date of substantial completion of Contractor's work. This warranty is only valid when the property or its improvements are subject to normal use and care and provided that the Customer has fully complied with all of the terms, conditions and payment provisions of this Contract and the subject property and improvements have been properly maintained. All warranties provided pursuant to this Contract are conditioned on Customer paying Contractor in full for all work performed by Contractor—this provision is essential and a material term to this Contract and the parties hereto acknowledge as such. This warranty does not apply to damage caused by owner negligence, vandalism, or any other causes beyond Contractor's control. Customer shall provide Contractor with the opportunity to repair, replace, or pay reasonable sum in order to affect any mutually acknowledged repairs or corrections during the construction process and throughout the warranty period.

WARRANTY FOR MATERIALS: Contractor is an authorized dealer of Overhead Door products, but is a separate and distinct entity from the product manufacturer, Overhead Door Corporation. Upon completion of the contracted work and any additional work performed pursuant to Customer's request and Customer's payment in full for all work performed by Contractor, Contractor assigns all manufacturer's warranties for the materials, products, and equipment used on the project to Customer. Registration of said warranty with the manufacturer may be required. Upon completion of the work and Customer's payment in full for all work performed by Contractor, Contractor will furnish to Customer, at no charge, one (1) hard copy of the O&M manuals and warranty information. Additional copies of the O&M manuals and warranty information will be provided at \$50/copy. Interior dents or creases to the materials, products, and equipment caused by shipping are not considered a defect and will not be replaced under warranty.

WOOD GARAGE DOORS: Natural wood products tend to expand and contract with humidity and temperature changes. Such expansion and contraction are beyond the control of Contractor. As a result of the expansion and contraction of wood products, Contractor provides no warranty relating to the ramifications of the expansion and contraction of garage doors constructed of wood, including, but not limited to, the breaking of caulk joints, painted finishes, and stained finishes, and shall not be responsible to repair any such items if caused by the expansion and contraction of wood products or other inherent issues with wood products, such as dry rot, decay, and infestation. Contractor also makes no warranty hereunder with regard to the ramifications of wood products being exposed to adverse weather conditions, including warping and swelling caused by weather and wind exposure. Contractor provides no warranty whatsoever for wood overhead garage doors provided pursuant to this Contract (even if the manufacturer or provider of the garage doors does provide a warranty). It is the Contractor's experience that wood garage



Overhead Door Company of Portland - OR

4015 NW Saint Helens Rd
Portland, OR 97210

Contact: Noah McLeod
Phone: +1503-810-3963
Email: nmcleod@ohdpx.com

doors can be problematic in the Pacific Northwest. In order to avoid the problems associated with the use of wood garage doors, Contractor recommends the use of other materials for garage doors—which do come with Contractor's standard one (1) year warranty as specified above. If Customer chooses to utilize wood garage doors, they have decided to do so with the knowledge and understanding that Contractor makes no warranty for the labor and materials associated with such work, and Customer accepts full responsibility for all such work, including repairs and maintenance.

ESCALATION CLAUSE FOR MATERIALS AND FREIGHT/SHIPPING COSTS: The Contract price for this project has been calculated based upon the current costs of the materials to be used for the project and the current freight and shipping rates for the materials. The current market for building materials to be used in the project and the costs to ship or deliver materials for the project is quite volatile and sudden price increases could occur. Contractor agrees to use their best efforts to obtain the best quality and prices from available material suppliers and transportation and shipping providers for the project. However, should there be an increase in the costs actually incurred by the Contractor for the building materials used in this project or the freight and shipping costs for the delivery of said materials after the execution of this Contract above the costs used by Contractor to price this Contract by more than 5%, Customer agrees to pay the increased building materials costs or freight and shipping costs (computed as follows: the building materials costs or freight/shipping costs actually incurred by Contractor for use in the project minus the building material costs or freight/shipping costs used by Contractor to price this Contract) to Contractor. Any such building material price increases or price increases for freight and shipping shall be billed by Contractor to Customer at the additional costs incurred as a result of the price increases x 1.30. Any claim by Contractor for any such building material or freight and shipping cost increase shall require written notice by the Contractor to Customer which specifies the increased costs, the subject building material(s) or freight and shipping, and the source of supply of the subject building materials or freight and shipping costs.

CHANGES: All changes, modifications, or additions which may affect the price, specifications, time of performance, payment or other substantive terms of this Contract shall be effective only when executed in writing and signed by both parties. The Contract Price and Time of Performance shall be adjusted for changes in the Work including, but not limited to, those resulting from the existence of concealed conditions of an unusual nature and differing materially from those ordinarily encountered in work of the character provided for in this Contract. The Contract Price and Time for Performance shall also be adjusted if the project site and/or door opening(s) are not ready when Contractor arrives at the premises for installation as scheduled/coordinated with Customer and/or the premises are not ready for Contractor to commence the installation process. Failure of Contractor or Customer to sign a change order shall not preclude Contractor's recovery for changes, modifications or additions performed by Contractor, and acceptance of additional work or materials by Customer shall be presumed unless there is written notice to the contrary. Any additional work performed by the Contractor pursuant to the Customer's request or with the Customer's knowledge or approval that is not memorialized in a written change order shall be billed by the Contractor at \$100 per man hour plus the cost of materials and subcontractors x 1.30.

TIME OF PERFORMANCE: Unless specified otherwise herein, Contractor shall begin performance of the work within a reasonable period of time following Customer's timely acceptance of this Contract and Customer's performance of any other conditions precedent hereunder. Unless specified otherwise herein, Contractor shall complete the work within a reasonable period of time. Contractor shall not be responsible for delays which are beyond its control. Delays beyond Contractor's control shall include, but not be limited to, the following: modified or additional work ordered by Customer; act or neglect of an architect or another contractor; pandemics; fire; flood; wind; adverse weather conditions not suitable for the performance of the work; delays in material deliveries or unavailability of materials; delays caused by any lender, and any other delay beyond the control of Contractor. Contractor is an authorized distributor of Overhead Door products, but Contractor does not have control over the fabrication, providing, or delivery of materials by Overhead Door or others. Contractor shall not be liable for any special, indirect, or consequential damages arising in any manner from delays in the performance of the work.

PAYMENTS: Unless otherwise specifically stated in this Contract, the following payment provisions shall apply.

LATE PAYMENT/NONPAYMENT: Time is of the essence with regard to payments. Customer shall pay 18% per annum on any unpaid amounts due under this Contract. Customer agrees that Contractor may terminate or suspend all construction activities should any billing or invoice remain unpaid more than ten (10) days.

FINAL PAYMENT: Payment of the remaining unpaid balance shall be made upon substantial completion of the work.

UNKNOWN OR CONCEALED SITE CONDITIONS: Hidden damage or improper conditions may be discovered during the course of Contractor's work. Should Contractor encounter unknown or concealed site conditions before or during the performance of the work, including those that are at variance with the conditions indicated by the Customer or in the Contract documents, or differ materially from those generally inherent in the type of work being performed pursuant to this Contract, Contractor is entitled to an adjustment of the Contract Price and Time of Performance and shall charge an additional \$100 per man hour plus the cost of materials and subcontractors x 1.30 for the performance of additional, unanticipated work needed because of unknown or



Overhead Door Company of Portland - OR

4015 NW Saint Helens Rd
Portland, OR 97210

Contact: Noah McLeod
Phone: +1503-810-3963
Email: nmcLeod@ohdpx.com

concealed site conditions unless the parties agree otherwise in writing.

STANDARD EXCLUSIONS: Unless otherwise specified herein or in any attachments to this Contract that are incorporated herein, or in any Change Orders, this Contract does not include labor or materials for the following work: electrical work (all electrical wiring, including line voltage and control wiring, shall be provided by others); framing and structural work (the framing of jambs or headers and any repairs to make the structure and mounting wall ready the installation of garage doors or accessories thereto shall be provided by others); painting and finish work (any and all painting and finish work shall be provided by others); architecture or engineering services; moving the owner's property around the site; final construction cleaning beyond "broom swept" condition; correction of existing out-of-plumb or out-of-level conditions in existing structure; correction of concealed substandard framing; correction of concealed building code violations; and removal and replacement of existing rot or insect infestation.

SPECIAL CONDITIONS: Customer shall ready the work area prior to Contractor arriving onsite to install the garage door(s). The door opening(s) shall be properly framed and finished by Customer prior to Contractor commencing its installation work. A properly framed and finished door opening is one that includes: the correct size for the garage door to be installed; and correct and sufficient backing for the track, spring pads, operator mounting locations, and back hangs. For Retrofit Projects-if Contractor has to spend time to ready the opening to a proper and finished conditioned, Contractor may require a Change order for the additional time necessary to ready the door opening to a finished condition. Any additional work performed by the Contractor to ready the area where the garage doors are to be installed, including work to frame or finish the door opening, that is not memorialized in a written change order shall be billed by the Contractor at \$100 per man hour plus the cost of materials and subcontractors x 1.30. In addition, Contractor may charge for its travel and wait time, at \$100 per man hour, if the area where the doors are to be installed is not ready for Contractor's work when Contractor arrives on the job site as scheduled/coordinated with Customer.

FORCE MAJEURE: Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by industry wide strikes, lockouts or labor disputes, acts of God (including without limitation floods, earthquakes, and hurricanes), weather, inability to obtain or delay in obtaining labor or materials or reasonable substitutes therefor that could not reasonably have been anticipated, longer than average lead times for ordering materials or equipment, governmental restrictions, regulations, or controls, delay in issuance of permits beyond time periods typical for the area and other delays by governmental agencies or authorities, enemy or hostile government action, terrorism, civil commotion, fire or other casualty, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions (expressly including the novel coronavirus 2019 ("COVID-19") and any of the events caused as a result of COVID-19), and other causes beyond the reasonable control of such party (collectively "Force Majeure"). If Force Majeure occurs, the party claiming Force Majeure (the "Claiming Party") shall give written notice to the other party within five (5) business days after first learning of the occurrence of the Force Majeure.

CUSTOMER'S OBLIGATIONS: Contractor shall be provided continuous access to the premises during the progress of its work hereunder. Customer shall clear the work area and adjacent areas that may be impacted by the work to be performed by Contractor hereunder. In order for Contractor to perform a safe and efficient installation, Customer shall provide Contractor with sufficient work space for the work to be performed, including, but not limited to the demolition of the existing garage door(s), staging of the new garage doors, and installation of the new garage doors. Contractor and Customer shall endeavor to agree upon the workspace requirements prior to Contractor arriving at the project site to commence the work hereunder. All affected work areas are to be cleared when Contractor's employees arrive at the job site to perform the work. Customer shall not interfere with Contractor's activities. Contractor shall charge their regular hourly rates to clear affected work areas if Customer fails to do so. Customer shall direct all communications relating to the work to Contractor and shall not interfere with or instruct Contractor's employees during the progress of Contractor's work. Personal property subject to damage during the performance of the work shall be removed or protected by Customer. Contractor shall not be responsible for damage to such items which are not removed or protected from damage resulting from Contractor's reasonable construction practices. Customer is responsible for any painting or cosmetic repairs that may be required after the completion of the work.

CONTRACTOR'S OBLIGATIONS: Contractor shall be responsible for the work specified in this Contract. Contractor shall comply with all laws, rules, ordinances, or regulations relating to the performance of their work. Contractor shall maintain general liability insurance as required by state law during the progress of their work. Contractor shall keep the jobsite reasonably clean during the progress of the work and, upon completion of the work, shall remove waste materials and rubbish from the job site and conduct general cleanup of the job site. Contractor shall take reasonable precaution to protect the project during the course of Contractor's work. Contractor shall not be responsible for any interior or exterior damage caused by rain, hail, tornado, windstorm, fire, or other perils normally covered by insurance.

DISPUTES: Customer agrees to direct all concerns regarding the work to Contractor. In the event of a dispute arising pursuant to this Contract, Customer and Contractor shall attempt to resolve any issues amongst themselves. Customer and Contractor shall exercise their best efforts in good faith to resolve all disputes between themselves or via mediation. For Oregon projects,



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Customer may have the right to file a complaint with the Oregon Construction Contractors Board. Any dispute arising under this Contract that has not been settled between the parties or through mediation shall be submitted to arbitration at the Arbitration Service of Portland. Any judgment rendered by the arbitrator shall be final and binding upon both parties. Customer has the right to resolve disputes regarding this Contract as specified herein. In the event of a dispute arising pursuant to this Contract, Customer shall not make any derogatory statements, comments, or remarks, whether orally or in writing (in whatever form of media, including online reviews) about Contractor.

ATTORNEY FEES: If a collection agency and/or attorney are retained to collect late payments owed to Contractor, Customer agrees to pay all of Contractor's costs of collection, including attorney fees and costs, whether or not a lawsuit or arbitration is initiated. If a lawsuit or arbitration is instituted to enforce any right granted in this Contract, the prevailing party shall be entitled to recover its costs, disbursements and reasonable attorneys' fees, which shall be fixed by the arbitrator, or court at trial or on appeal.

FINAL AND COMPLETE AGREEMENT: This Contract, and all attachments to the Contract at the time the parties signed this Contract, contains the entire agreement between the parties and no other prior oral or written inducement or promise has been made to, or extended from either party as a part of this Contract.

WAIVER: No waiver of any provision of this Contract shall be deemed a waiver of any other provision of this Contract. Nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

REQUIRED RESIDENTIAL NOTICES (if Customer owns and occupies the subject property): For Oregon projects-Customer acknowledges that Contractor has provided them with the "Consumer Protection Notice", "Notice of Procedure", and "Information Notice to Owner about Construction Liens" as required by the state of Oregon Construction Contractor's Board. For Washington projects- Customer acknowledges that Contractor has provided them with the Disclosure Statement Notice to Customers as required by the state of Washington Department of Labor and Industries Contractor Registration.

Please add \$300.00 if primary additional insured is a requirement of your contract.

OUR PROPOSAL DOES NOT INCLUDE SALES TAX.

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

JACK'S OVERHEAD DOOR INC.

PO BOX 230368
TIGARD OR 97281-0368

PH: 503-639-4440 FX: 503-639-9088

BID PROPOSAL

DATE	ESTIMATE #
1/11/2023	41076

Estimate is VOID of any & all low or high voltage electrical wiring, unless otherwise noted on Jack's Overhead Door's estimate.

MAILING ADDRESS

Clackamas Fire Department
11300 SE Fuller Rd
Milwaukie, OR 97222-1124

SO # 58957

A _____ B _____ C _____ D _____ E _____
F _____ G _____ H _____ I _____ J _____
K _____ L _____ M _____ N _____ O _____

ATTN: JeromeThompson	CUSTOMER PO/JOB #	PH:	971-235-3143
EMAIL: jerome.thompson@clackamasfire.		FX:	000-000-0000

			TOTAL
Job Site: Clackamas Fire Department 11300 SE Fuller Rd Milwaukie, OR 97222 Remove and recycle (6) existing sectional garage doors and operators SUPPLY AND INSTALL: - (6) Aluminum fullview sectional doors by Wayne Dalton model KAL - Clear anodized finish - 1/2" Tempered Clear glass sections 2-7 from floor - Bottoms section to be solid insulated panels - 3" Track with required lift - 25K Cycle springs - PVC head and jamb seals - Motor operated by Nice VFD series Fire Station operators - Model PRO-GHEVFD15011 - 1.5HP 110V 1 Phase - Inline torque clutch kit - NEMA 4 photo safety eyes and 3' Light Curtains - Auxillary chain hoist Total			140,800.00
OPTION 1: For powder coat finish Red from standard RAL chart Add \$16, 300 Sign for acceptance _____			

NOTE: Attached Terms & Conditions page must be signed and returned with acceptance of Bid Proposal. **Total**

To accept bid, please sign below & return by fax or e-mail. Also initial approval of any options or alternates.

ESTIMATED BY DON BURGOWNE

Accepted by: _____ Date: _____

JACK'S OVERHEAD DOOR INC.

PO BOX 230368
TIGARD OR 97281-0368

PH: 503-639-4440 FX: 503-639-9088

BID PROPOSAL

DATE	ESTIMATE #
1/11/2023	41076

Estimate is VOID of any & all low or high voltage electrical wiring, unless otherwise noted on Jack's Overhead Door's estimate.

MAILING ADDRESS

Clackamas Fire Department
11300 SE Fuller Rd
Milwaukie, OR 97222-1124

SO # 58957

A _____ B _____ C _____ D _____ E _____
F _____ G _____ H _____ I _____ J _____
K _____ L _____ M _____ N _____ O _____

ATTN: JeromeThompson	CUSTOMER PO/JOB #	PH:	971-235-3143
EMAIL: jerome.thompson@clackamasfire.		FX:	000-000-0000

	TOTAL
OPTION 2 :	
Add for Red/Green warning lights on exterior Add \$600 ea	
Sign for acceptance _____ Total needed _____	
Lights to show Red at all times other than fully open, Green on at full open	
NOTES *	
ALL WIRING, DISCONNECT, RECONNECT HIGH AND LOW VOLTAGE BY OTHERS	
STANDARD WAGE RATES APPLY	
STANDARD WORK HOURS QUOTED MONDAY THRU FRIDAY 7:00 AM TO 4:00 PM	

NOTE: Attached Terms & Conditions page must be signed and returned with acceptance of Bid Proposal.	Total	\$140,800.00
--	--------------	---------------------

To accept bid, please sign below & return by fax or e-mail. Also initial approval of any options or alternates.

ESTIMATED BY DON BURGOYNE

Accepted by: _____ Date: _____



Mailing: PO Box 230368, Tigard OR 97281-0368

OREGON CCB NO. 119325
 WA LIC. NO. JACKSOD044RT
 p. 503-639-4440
 f. 503-639-9088

TERMS & CONDITIONS

COMMERCIAL & RESIDENTIAL

- **Estimate EXCLUDES:** any and all low or high voltage electrical wiring, unless otherwise noted on Jack's Overhead Door's estimate.
- All doors are factory specified color **unless otherwise described**. All finish paint, keying and alarm reconnections **by others**.
- Installer is not responsible for layout **unless otherwise noted on Jack's Overhead Door's estimate**.
- Jack's Overhead Door **is not responsible** for PERMITS.
- Price figured is for doors installed in **Customer's fully prepared openings with required flush mounting surfaces and proper backing** (unless otherwise noted on estimate/bid). Any non-quoted work, delays or false trips are subject to additional billing.
- **Estimate EXCLUDES:** Any hidden conditions or damage, and any item not specified on the estimate.
- Prices figured are for regular work hours: **Monday – Friday, 8:00 am -3:30 pm unless otherwise stated on Bid**.
- Jack's Overhead Door, Inc. must be notified prior to bid if job is **PREVAILING WAGE**.
- **Supplying material only requires 100% down**.
- **NEW COMMERCIAL CUSTOMERS:** are required to have a credit card on file: Visa, MasterCard, Discover, or American Express. 50% down and remainder billed Net 30 days from date of invoice. (PLEASE NOTE: Credit Card will be used only if payment is not received by due date.
- **COMMERCIAL PAYMENT TERMS ARE:** NET 30 days from the date of invoice.
- **RESIDENTIAL PAYMENT TERMS ARE:** NET.
- Past due invoices are subject to service charges of **1.5% per month (18% PER ANNUM)**. In case of any default, **customer shall pay Jack's Overhead Door Inc. all costs incurred in the collection of this account**, including all collection agency fees, court costs and attorney fees, including those of any appeal, even if no suit or action is filed. All work shall be performed in a workman like manner according to industry standards.
- **Any changes to the work shall be performed only after agreement by the parties and execution of a written change order**. The amount due to Jack's Overhead Door Inc. invoices shall be conclusively binding upon Customer as due, unless Customer objects in writing before said invoice is due.
- Manufacturer's standard **1 year warranty** on all products & **1 year warranty** on Workmanship applies unless otherwise noted.

RESIDENTIAL ONLY:

- Effective October 1, 2010: **Homes built before 1978;** the contractor must verify whether there is lead-based paint present, assuming the work to be performed would disturb at least 20 square feet of paint (for external work). If there is; we, as the contractor must follow Federally (EPA) mandated work practices to prevent lead contamination. The contractor is tasked to isolate and contain the work area, minimize dust, and clean up thoroughly. **This will increase removal charges.**
- All state required paperwork must **be signed** and returned with the bid in order for us to proceed.
- **We will require a credit card on file for all residential work. 50% down is required before ordering** & remaining balance is due upon completion of the job.

THE FOLLOWING IS REQUIRED FOR APPROVAL			
SIGNATURE		DATE:	
PRINT NAME		TOTAL:	\$
COMPANY:		PO /JOB #:	

SIGN HERE

PLEASE MAKE SURE TO **CIRCLE/SIGN** FOR ANY APPROVED OPTIONS / CHANGE ORDER REQUESTS, AND TO **CROSS OUT ANY** OPTIONS/ALTERNATES ON BID THAT YOU ARE NOT APPROVING AT THIS TIME.

WE APPRECIATE YOUR BUSINESS, THANK YOU!

Updated as of 1/18/2022

K-AL

ALUMINUM FULL-VIEW



WHEN VISIBILITY AND LIGHT TRANSMISSION COUNT MOST

Wayne Dalton's K-AL Aluminum Full-View Doors are ideally suited for a variety of commercial applications ranging from car washes and tire stores to store fronts and other buildings where maximum light and visibility are desired. Available in Clear, Bronze and Black anodized or powder coated colors.

The Model K-AL door is sturdy, virtually maintenance free and weather resistant.

- » MAXIMIZES LIGHT AND VISIBILITY
- » WIDE RANGE OF GLASS OPTIONS
- » STANDARD SIZES UP TO 24' WIDE AND 18' HIGH
- » OPTIONAL INSULATED RAILS AND STILES AVAILABLE

STANDARD FEATURES OVERVIEW

CONSTRUCTION

MAX HEIGHT	18' (5,486 mm)
MAX WIDTH	24' (7,315 mm)
DOOR ASSEMBLY	Stile and rail assembly of aluminum alloy 6063-T6, 2" thick stiles and rails, joined with self tapping screws.
RAILS	Top and bottom rails with 3" wide, lower intermediate rail 1-3/8", upper rail 1-3/8", minimum wall thickness 0.062".
STILES	End stiles and center stiles are 3" wide, minimum wall thickness 0.062". Double end stiles are optional or as required by weight.
SPRINGS	10,000 cycles.
LOCK	Interior mounted slide lock.
WEATHERSTRIPPING	Flexible bulb-type strip at bottom section.
TRACK	Provide track as recommended by manufacturer to suit loading required and clearances available.
MANUAL OPERATION	Pull rope or chain hoist.
ELECTRIC MOTOR OPERATION	Provide UL listed electric operator, equal to Genie Commercial Operators, size and type as recommended by manufacturer to move door in either direction at not less than 2/3 foot or more than 1 foot per second.

WARRANTY

TERMS	Five (5) year limited
--------------	-----------------------

OPTIONS

- Springs: 25,000, 50,000 or 100,000 cycles.
- Lock options: Interior mounted slide lock with interlock switch for automatic operator, keyed lock, keyed lock with interlock switch for automatic operator.
- Weather stripping: Jamb and header seals.
- Insulated rails and stiles for a R-value* of up to 4.25
- Powder coat finish: White, Brown, Black, RAL
- Anodized finishes: Clear, Dark Bronze, Black
- Multiple 1/8", 1/4", 1/2" glass options available.

*Wayne Dalton uses a calculated door section R-value for our insulated doors.

Wayne Dalton's Aluminum Full-View Doors are the preferred choice when visibility and light transmission are just as important as aesthetics.

MATERIALS AND CONSTRUCTION

Aluminum Full-View sectional doors are weather-resistant and virtually maintenance free, and are ideal for commercial applications such as service stations, car washes, and auto dealerships. This door is perfectly suited for applications where maximum light and visibility are desired.

FINISH OPTIONS

Anodized



Clear (Standard) Dark Bronze Black

Powder Coat (optional)



White Brown Black

Approximately 200 RAL powder coat finishes also available to complement the exterior colors of a building.



GLASS OPTIONS

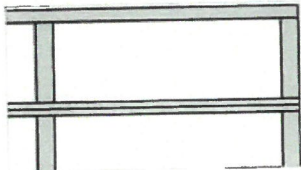
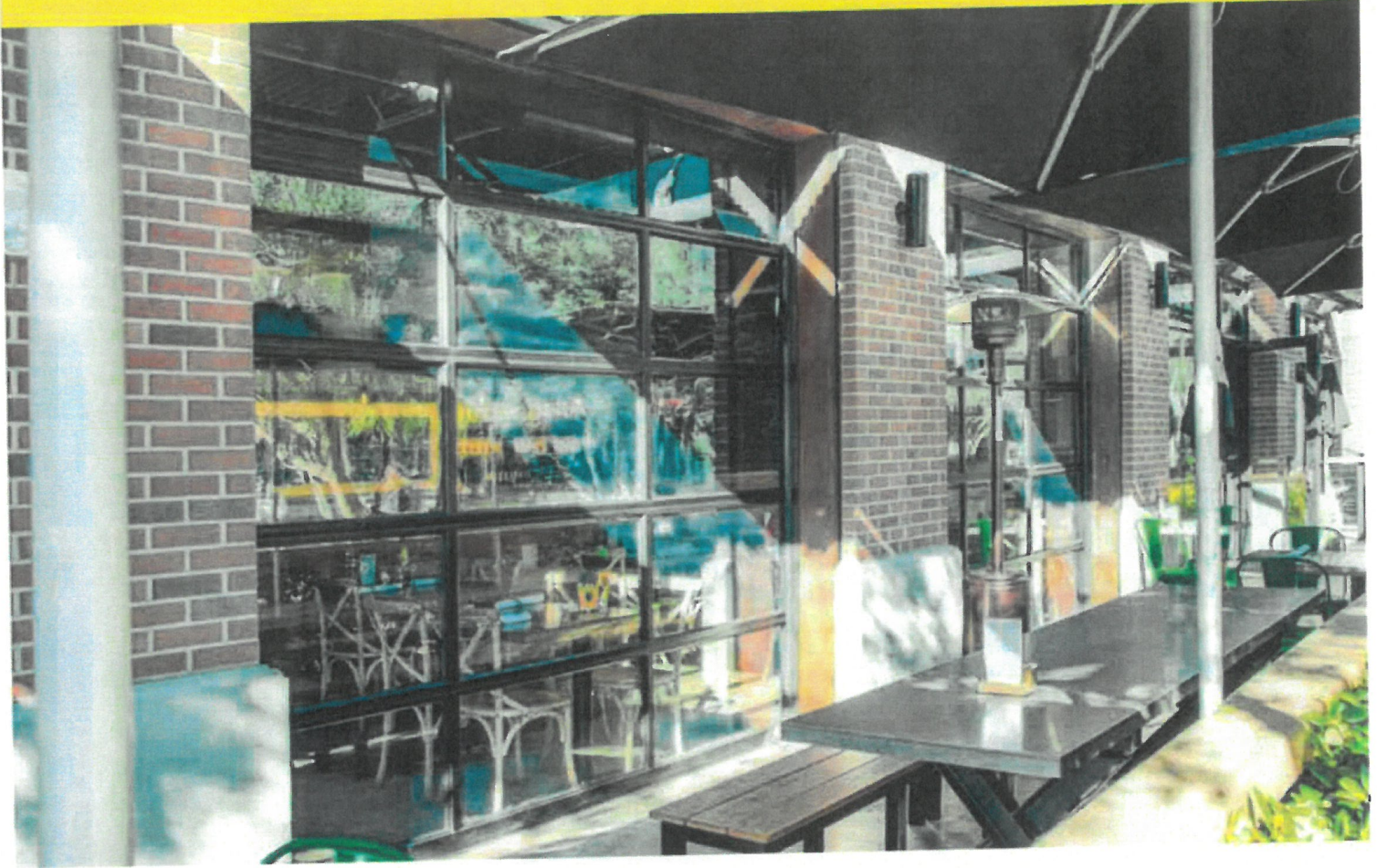


Clear (Standard) Gray Tinted Green Tinted Bronze Tinted

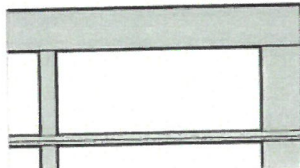


Low E Satin Etched White Laminated Obscure

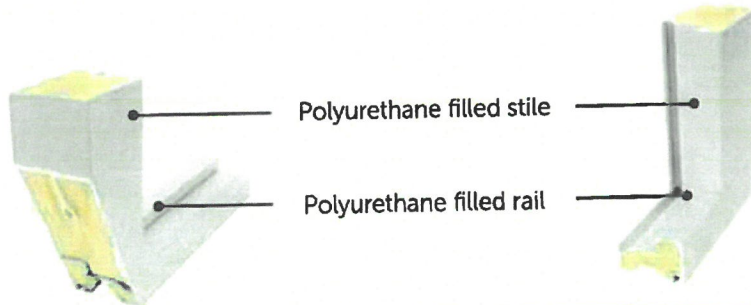
ALUMINUM FULL-VIEW



Light-glass frame



Heavy-glass frame



Polyurethane filled stile

Polyurethane filled rail

Large glass panels for maximum light and visibility.

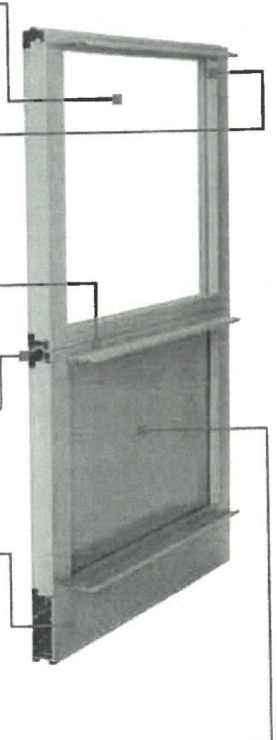
2" thick sections with box-type extrusions.

2-1/4" integral reinforcing fin on large doors.

Vinyl weather seal between sections to minimize air and water infiltration.

6" bottom rail with integral reinforcing fin on doors over 16'2" wide. Optional on narrower doors.

6063T6 aluminum alloy with clear finish.



R-VALUES OF COMPLETE K-AL	10 X 10 DOOR	12 X 12 DOOR	14 X 14 DOOR
1/2" insulated glass Solar Ban 70XL argon filled (R = 3.125) with polyurethane filled rails and stiles	4.25	4.18	4.17
1/2" insulated glass Low E (R = 2.38) with polyurethane filled rails and stiles	3.60	3.52	3.52
1/2" insulated glass (R = 1.75) with polyurethane filled rails and stiles	3.05	2.96	2.96

GENERAL OPERATING CLEARANCES

TYPE	HEADROOM		SIDEROOM		DEPTH INTO ROOM	CENTER LINE OF SPRINGS	
	2" TRACK	3" TRACK	2" TRACK	3" TRACK	2" AND 3" TRACK	2" TRACK	3" TRACK
Standard Lift Manual 12" R	12 1/2"-17"	NA	4.5"	5.5"	Opening Height +18"	Opening Height +12"	N/A
Standard Lift Manual 14" R	14 1/2"-20"	NA				Opening Height +13"	N/A
Standard Lift Manual 15" R	NA	15 1/2"-21"				Opening Height +15"	
Standard Lift Motor Oper. 12" R	15 1/2"-19 1/2"	NA			Opening Height +66"	Opening Height +12"	N/A
Standard Lift Motor Oper. 14" R	16 1/2"-23"	NA				Opening Height +13"	N/A
Standard Lift Motor Oper. 15" R	NA	18 1/2"-24"				Opening Height +15"	
High Lift Manual	High Lift +12"-16"		24" One Side		Opening Height -Lift +30"	Opening Height +Lift +6.5"	Opening Height +Lift +7.5"
High Lift Motor Oper.							
Vertical Lift Manual	Door Height +12"-24"		4.5"	5.5"	24"	Double Door Height + 6"	
Vertical Lift Motor Oper.			24" One Side				
Low Headroom Manual	6-14 1/2"	10-14 1/2"	6"	9"	Opening Height +30"	N/A	
Low Headroom Motor Oper.	9-14 1/2"	13-14 1/2"			Opening Height +66"		

NOTES:

- For low headroom, springs must be rear mount to achieve minimum headroom listed. Front mount torsion headroom depends on drum size, and varies over the range listed. See approval drawing.
- Side-room of 8" required, one side, for doors with chain hoist.
- Headroom depends on drum size, and varies over the range listed. See approval drawing.

PANEL/SECTION SELECTION GUIDE

DOOR WIDTH	NUMBER OF PANELS	DOOR HEIGHT	NUMBER OF SECTIONS
Up to 8'3" W	2	Up to 8'1"	4
9'4" to 12'3"	3	8'2" to 10'1"	5
12'4" to 16'3"	4	10'2" to 12'1"	6
16'4" to 20'3"	5	12'2" to 14'1"	7
20'4" to 23'7"	6	14'2" to 16'1"	8
23'8" to 24'2"	7	16'2" to 18'1"	9

TRACK SELECTION GUIDE



STANDARD LIFT



HIGH LIFT
break-away is standard, straight incline is available



ROOF PITCH
standard or high lift



VERTICAL LIFT
break-away is standard, straight incline is available



LOW HEADROOM
rear mount torsion



LOW HEADROOM
front mount torsion



Architect Resource Center

Visit wayne-dalton.com/architect-resource-center to find our Architect Resource Center. In this tool, you will quickly find all of the specifications, drawings and documents you need to complete your project.

Wayne Dalton
COMMERCIAL DOORS

2501 S. State Hwy. 121 Bus., Ste 200
Lewisville, TX 75067

wayne-dalton.com



DISTRIBUTED BY:

Since 1968 **JACK'S OVERHEAD DOOR INC.** SALES & 24 HR SERVICE

503-639-4440

www.jacksoverheaddoor.com

OR CCB #119325 - WA #JACKSOD044RT - TAX ID #93-1227851



vfd series

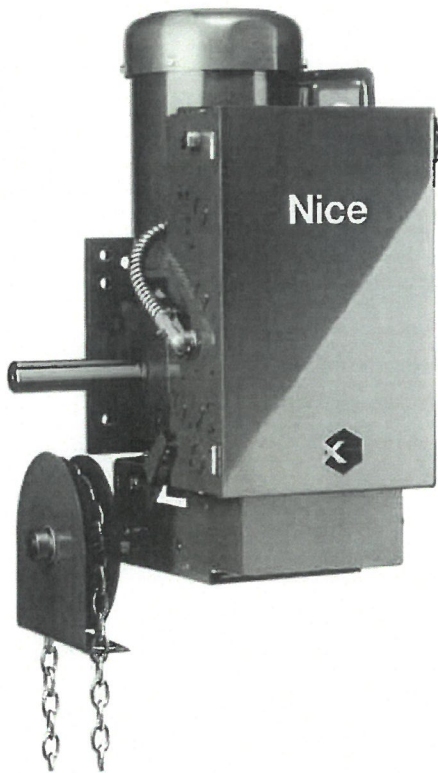
Nice VFD Fire Station Series

What is the VFD Series?

The VFD Series from Nice allows you to open existing apparatus bay doors in as little as 7 seconds.

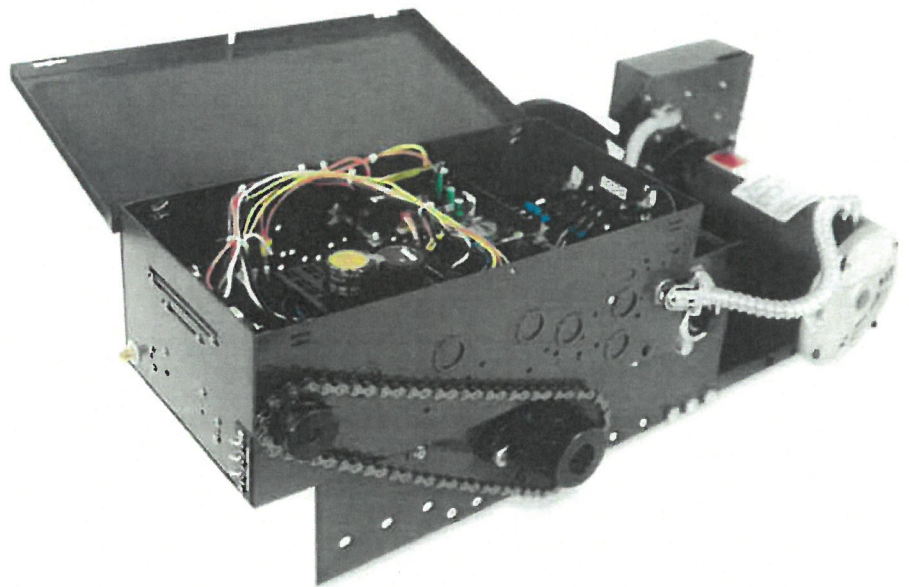


Nice



IN OTHER WORDS...

- Open an existing door up to 3x as fast.
- Extend the life of both the operator and door system.
- Get the same speed as an expensive high performance door without the hassle of a complicated retrofit and for a fraction of the price.



AFFORDABLE, LIFE-SAVING TECHNOLOGY

Emergency personnel know better than anyone that every second counts when addressing life-threatening emergencies. A Nice VFD operator easily opens a door 10 seconds faster than a comparable standard speed operator. According to the National Fire Protection Association there were over 35 million calls in 2016 alone. Divided between nearly 30,000 fire departments in the country it equates to almost 200 minutes, or over 3 hours, saved annually when compared to fire departments equipped with standard speed doors.



Contact your local door service company for more information about Nice VFD operators

micanan.com - (877) 888-1116

District Overview

Clackamas Fire is one of the largest and busiest fire agencies in the region, serving 220,000 residents across 235 square miles. In 2022, the district responded to more than 30,000 calls for emergency or fire services

Levy Overview

In recent years, growing demands for services and increasing threats from wildfires have strained district budgets, requiring reductions in the number of firefighters on most engine crews. In early 2022, the Clackamas Fire leadership began to develop options for future funding. This process included public meetings and multiple community forums, generating input from community members and staff. In 2023, the Board of Directors voted to refer an emergency services levy to voters. If passed, this levy would fund enhanced firefighter staffing and equipment for emergency and wildfire response.

Why do we need a levy?

Demands for fire, emergency and medical response are increasing across the district. Since 2021, there has been a 15% increase in call volume. At the same time, budget constraints have resulted in a 9% decrease in emergency staffing. Wildfire risk is also increasing, further stretching department resources. The district's permanent tax rate is not able to keep pace with the rising costs of providing services. With more than 30,000 calls expected each year, the district is seeking funding for additional firefighters to meet the needs of each community we serve.

What would the levy pay for?

The levy would fund 62 additional firefighters, enabling increased staffing across most fire stations and 24/7 career staffing at two rural fire stations (Logan and Clarkes) that are critical to wildfire and emergency response. It would also fund quick response vehicles to improve response efficiency in high-volume service areas, as well as equipment and operational costs connected to emergency and wildfire mitigation, prevention, and response.

How much would it cost?

If passed, the emergency services levy would provide annual funding of \$14.5 million at a cost of \$0.52 per thousand of assessed valuation, or about \$138 for the typical homeowner at the median assessed value.

What happens if the levy does not pass?

If the levy does not pass, staffing reductions implemented in 2022 will remain in place and the Logan and Clarkes fire stations will not be staffed by career firefighters. Further staffing and operational cuts may be required.

FIRE CHIEF'S REPORT

January 2023



EMS Academy Testing



The 15 graduating recruits from Academy 22-02



Station tour at Station 7

Highlights

- Community Services staff worked with a videographer to create a recruitment video. "What makes Clackamas Fire a great place to work" is about 3 minutes long and has been posted to social media platforms, YouTube, and the CFD website. <http://bit.ly/3XPyigO>
- BC Melanie Kinne and BC Shawn Olson were selected to join the OSFM incident management teams as Logistics Section Chief -Trainee and Equipment Manager – Trainee, respectively.
- The Finance Division submitted a \$1.95 million AFG grant request for portable and mobile radios.
- The ITS Division completed a CAD upgrade with CCOM including CFD1 Hosted CAD replication environment.
- DC Huffman, EMS Captain Colvin, Dr. Turner and Dr. Sahni attended the National EMS Physicians conference (NAEMSP) in Florida. Attendance for this conference was funded by the PACT research study program and will help to provide state-of-the-art EMS care to the district.

Notable Events/Calls

- 1/3 - Crews responded to a shop fire on Troge Rd in Damascus. They arrived to a metal 30x30 building on fire. The structure presented with challenges due to being compartmentalized with void spaces. Crews safely extinguished the fire.
- 1/14 - Shop Fire in Sandy. Crews arrived to a 30x40 shop with a working fire. A large propane tank was also venting. Crews extinguished the shop fire and cooled the tank. Water supply was handled by a nurse operation from WT371.
- 1/30 - Commercial Fire in Milwaukie. Crews responded to reports of a large fire in a commercial area on Clatsop. Upon arrival, crews found a well involved small structure with exposures on all sides. Access was difficult to the amount of clutter, trash and vehicles. Once access was made, protecting the exposures was a priority. The fire building was a total loss, but an all clear was still established.

FIRE CHIEF'S REPORT

January 2023

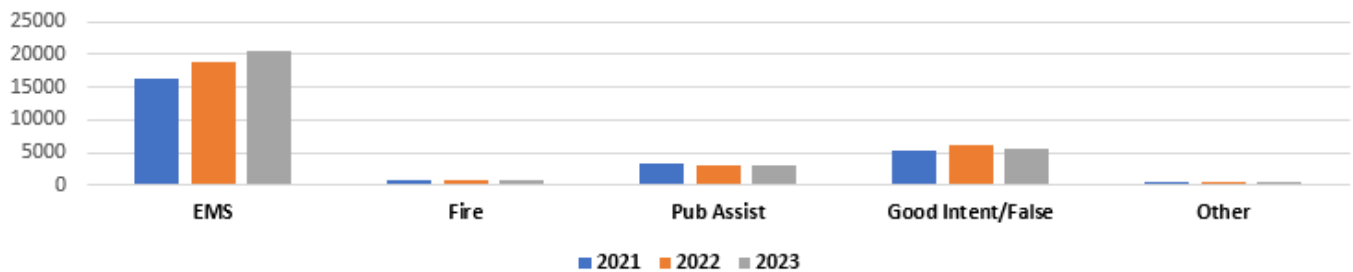
Organizational Data

Volunteers

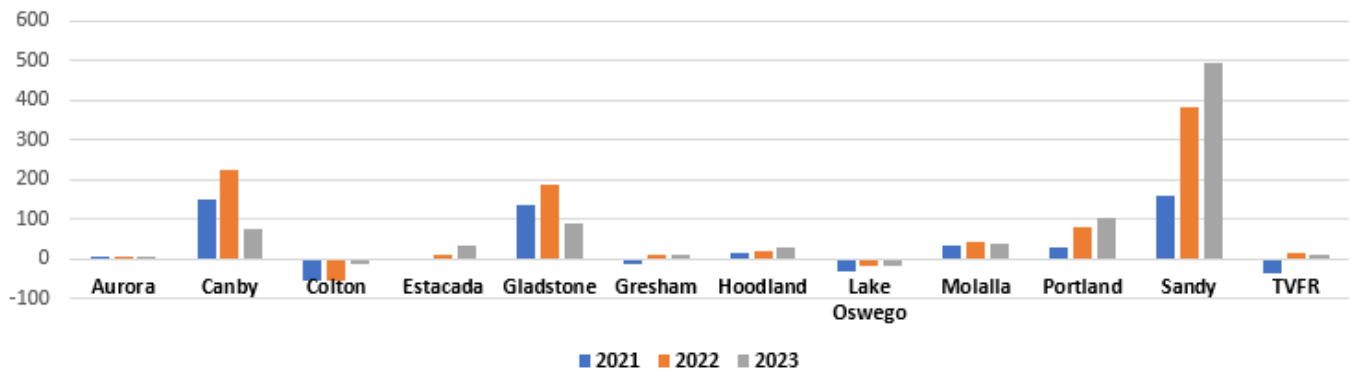
Training	Events	Duty Shifts	Station 12	Station 13	Station 21	Support	
# of Drills	4	0	Nights	11/31	2/31	5/31	10/31



Incidents by Type
12-months ending January of each year
Does not include mutual aid given



Net Mutual Aid
Net incident response for 12-months ending January of each year
Includes canceled en route incidents



Average Company Time Committed

Time: 233 hours and 50 minutes	Percent of Month: 32.08%
Includes Preparation and Response: Incidents, Apparatus/Equipment Checks, Physical Fitness, Training	

FIRE CHIEF'S REPORT

January 2023

Staffing

	Response	Risk Reduction	Staff	FF Vols	Support Vols
Allocated	263	12	55		
Filled	243	10	52	15	11
Academy	15	0		0	0

Hires

- Training Captain Ila Borders

Promotions

- Battalion Chief Sam McCullough
- Lieutenant Anthony DePinto
- Lieutenant JR Cox
- Lieutenant Damien Peters
- Lieutenant Alex Carey
- Lieutenant Matt Job
- Lieutenant Drew Kinnaman

Recognitions



Community Paramedic Amy Jo Cook was featured in a special article published in "The Permanente Journal", titled "Strategies to Reduce Harm: An Expert Panel Discussion on the Fentanyl Crisis" (Published Online: January 24, 2023 <https://doi.org/10.7812/TPP/22.176>).

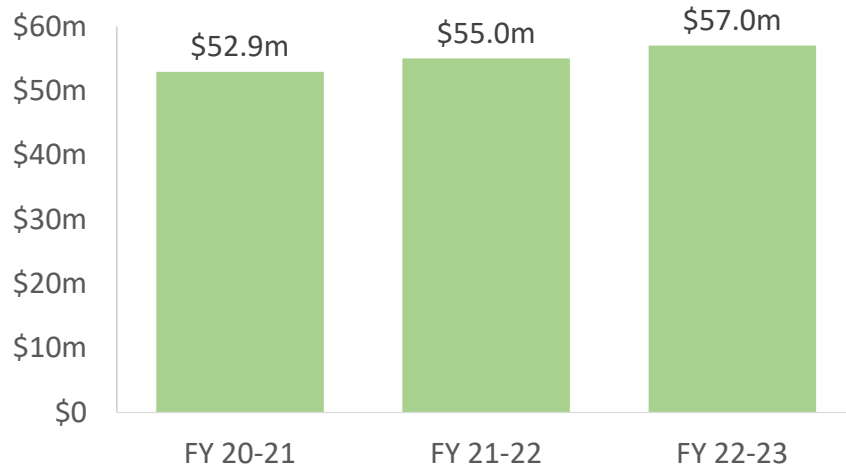


FINANCIAL REPORT

Period Ending January 31, 2023

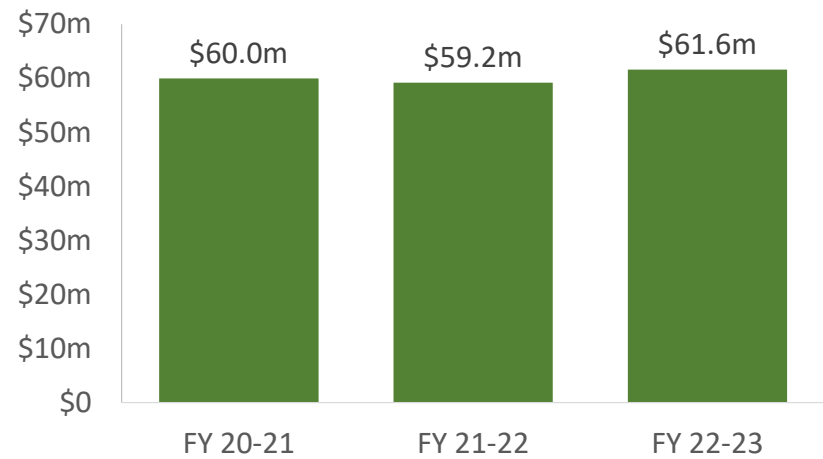
General Fund Property Tax Revenues

Through January



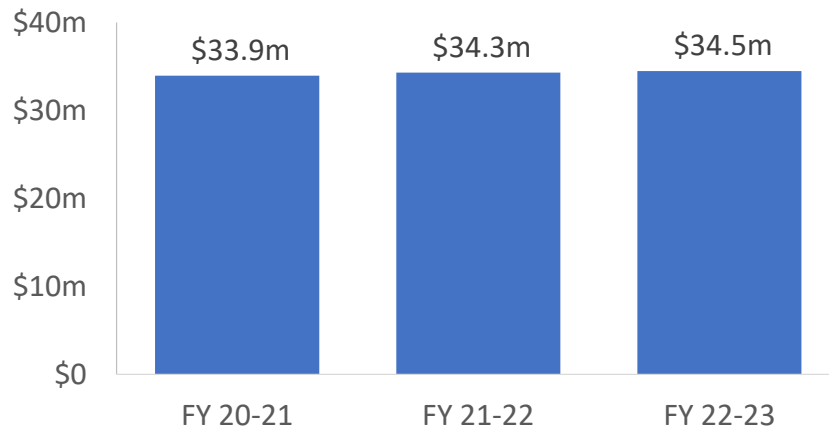
General Fund Total Revenue

Through January



General Fund Salary & Benefits

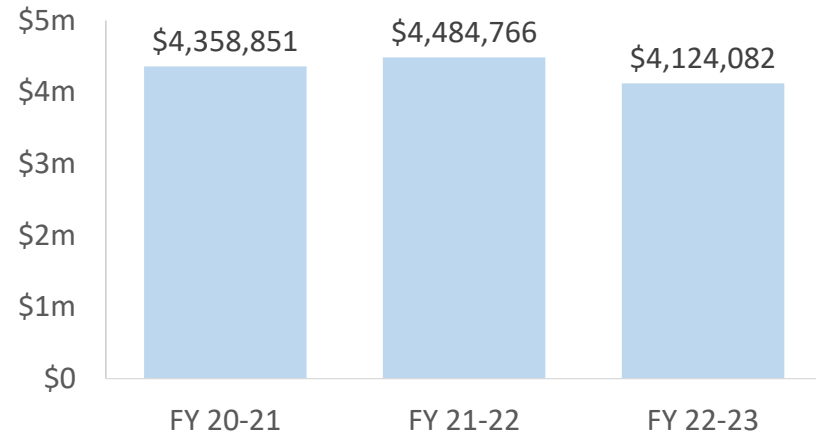
Through January



59.6% of FY budget spent

General Fund Overtime

Through January



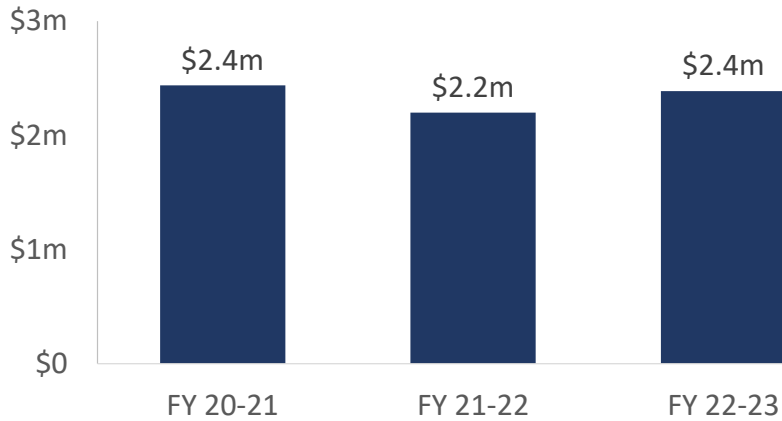
73.1% of FY budget spent



FINANCIAL REPORT

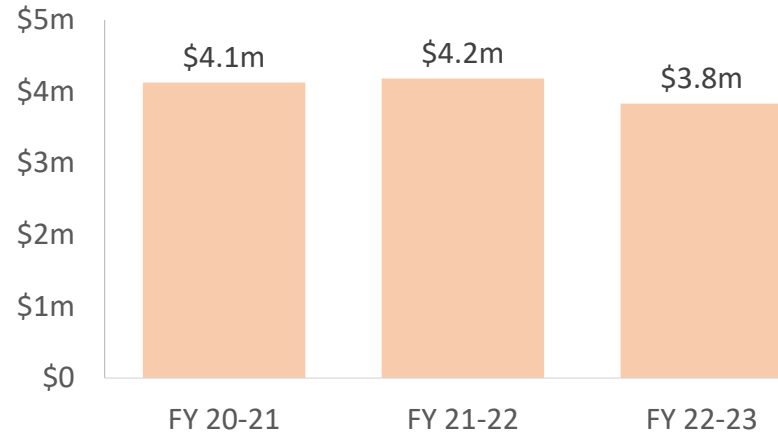
Period Ending January 31, 2023

General Fund Health Claim Expenses
Through January



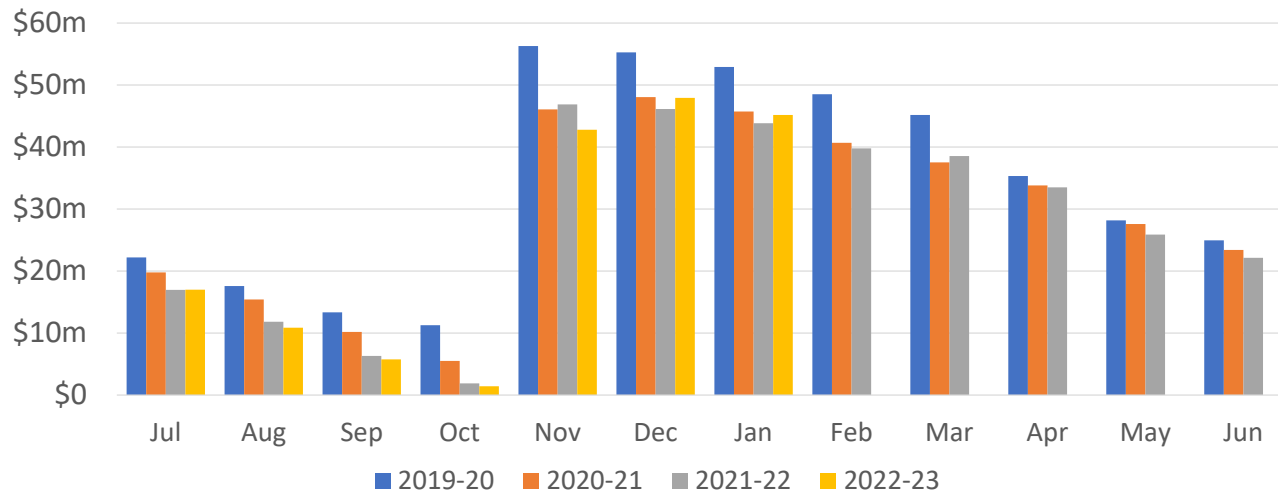
47.7% of FY budget spent

General Fund Materials and Services
Through January



51.3% of FY budget spent

Month-End Cash Balance, All Funds





10 - GENERAL FUND

Budget to Actual Report for Period Ending
January 31, 2023

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	\$57,021,039	93.1%
Interest	\$310,000	\$126,225	40.7%
EMS Revenue	\$1,990,000	\$451,058	22.7%
Contract Revenue	\$3,231,475	\$2,217,802	68.6%
Conflagration Revenue	\$0	\$740,939	0.0%
Grants	\$75,000	\$0	0.0%
Other Revenue	\$1,402,380	\$1,007,175	71.8%
Transfers In	\$70,600	\$0	0.0%
Total Revenues	<u>\$68,295,455</u>	<u>\$61,564,238</u>	<u>90.1%</u>
<i>Expenditures</i>			
Fire Chief's Office	\$487,527	\$365,805	75.0%
Emergency Services	\$47,553,333	\$28,932,916	60.8%
Business Services	\$17,251,295	\$9,013,737	52.2%
Debt Service	\$2,811,300	\$603,276	21.5%
Transfers Out	\$192,000	\$0	-
Contingency	\$2,702,580	\$0	-
Total Expenditures	<u>\$70,998,035</u>	<u>\$38,915,734</u>	<u>54.8%</u>

Investment Report

District holdings as of 01/31/23

Investment	Maturity Date	Purchase Price	Coupon Payments	Settlement Value	Net Earnings	Interest Rate
Treasury Bill	2/28/2023	\$2,970,364	-	\$3,000,000	\$29,636	4.04%
Treasury Bill	3/30/2023	\$2,960,322	-	\$3,000,000	\$39,678	4.05%
Treasury Bill	4/27/2023	\$7,862,953	-	\$8,000,000	\$137,047	4.27%
Treasury Note	5/31/2023	\$3,919,326	\$5,000	\$4,000,000	\$85,674	4.35%
Treasury Note	6/30/2023	\$3,903,905	\$5,000	\$4,000,000	\$101,095	4.42%
		\$21,616,870	\$10,000	\$22,000,000	\$393,130	



Local Government Investment Pool (LGIP)

District Balance	\$22,792,184
Interest Rate	3.75%

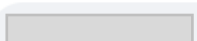

CORRESPONDENCE


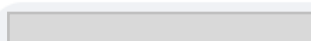
C-1 Social Media Comments

Survey shows Clackamas Fire District voters favor potential levy, funds for more firefighters, Jan. 13:

  We will always support our First Responders!
4w 2 likes Reply ...



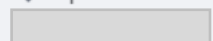
Thankful to crews who responded to a motor vehicle accident on Hwy 224 in Eagle Creek, Jan. 29:



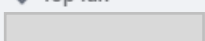
  Thank you for being there when we need you!
Like Reply Hide 2w 

  Thank you for all you do in our community ❤️
Like Reply Hide 2w


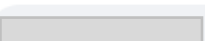
  Top fan
 Thank you, First Responders! 🙏❤️🙏
Like Reply Hide 2w

Thankful for all the training and in response to the HR305, T304, and T316 truck drill, Jan. 30:

  Top fan
 Keep up the great work folks, you are amazing!
Like Reply Hide 2w

  Top fan
 Thanks for always working hard to keep us all safe!!!

Thankful for the space heater safety tips, Jan. 31:

  Used mine tonight correctly. Thank you for the tips!
Like Reply Hide 2w

INFORMATIONAL ITEMS

- I – 1 Flash Alert, January 3, 2023: “Clackamas Fire Holds In-Person Forum To Discuss Upcoming Levy with Community” (In Board Packet)
- I – 2 KOIN News, January 5, 2023, “Staffing challenges, funding concerns force Clackamas Fire to enact levy proposal” <https://www.koin.com/local/staffing-challenges-funding-concerns-force-clackamas-fire-to-enact-levy-proposal/>
- I – 3 Flash Alert, January 6, 2023: “Clackamas Fire Holds Open House and Forum to Discuss Upcoming Levy with Community” (In Board Packet)
- I – 4 Flash Alert, January 13, 2023: “Survey Shows Clackamas Fire District Voters Favor Potential Levy, Funds for More Firefighters” (In Board Packet)
- I – 5 Oregon City News, January 13, 2023: “Clackamas Fire Board to ask voters for tax increase to hire firefighters” https://www.oregoncitynewsonline.com/townnews/politics/clackamas-fire-board-to-ask-voters-for-tax-increase-to-hire-firefighters/article_9c94c567-ff54-572b-b97a-043490f77ac1.html
- I – 6 Canby First, January 24, 2023, “Clackamas Fire Board Unanimously Votes to Place Levy on May Ballot” <https://canbyfirst.com/clackamas-fire-board-unanimously-votes-to-place-levy-on-may-ballot/>
- I – 7 KATU News, January 24, 2023, “Clackamas Fire District asking voters to approve a 14.5 M levy this May” <https://katu.com/news/local/clackamas-fire-district-asking-voters-to-approve-a-145-m-levy-this-may-county-oregon-northwest-fire-danger-wild-land-first-responders-fighters-ballot-vote-election-politics>
- I – 8 Flash Alert, January 24, 2023: “Clackamas Fire District Board of Directors Votes to Refer Emergency Services Levy to the May 2023 Ballot” (In Board Packet)
- I – 9 The Outlook, January 24, 2023, “Clackamas Fire District Board green lights emergency safety levy” https://www.theoutlookonline.com/news/clackamas-fire-district-board-green-lights-emergency-safety-levy/article_34d56264-9c21-11ed-b925-dbd630a79062.html
- I – 10 KATU News, January 24, 2023: “Clackamas Fire District hiring paid apprentices for 2-year firefighter program” <https://katu.com/news/local/clackamas-fire-district-hiring-paid-apprentices-for-2-year-firefighter-program>
- I – 11 Fox 12 News, January 29, 2023: “1 flown to hospital after head-on crash on Hwy 224 in Eagle Creek” <https://www.kptv.com/2023/01/29/1-flown-hospital-after-head-on-crash-hwy-224-eagle-creek/>

CLACKAMAS FIRE HOLDS IN-PERSON FORUM TO DISCUSS UPCOMING LEVY WITH COMMUNITY

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

Posted on FlashAlert: January 3rd, 2023 7:06 PM

Clackamas Fire is considering a levy to fund firefighter staffing and equipment. In January 2023, the Clackamas Fire Board of Directors is expected to consider a measure for voter referral on the May 2023 ballot. The public has an opportunity to provide feedback to Clackamas Fire on the proposed levy this week.

Clackamas Fire District #1 is one of the largest and busiest emergency response agencies in the Portland Metro Area, serving more than 220,000 residents across 235 square miles. Clackamas Fire responds to approximately 30,000 calls each year. However, unlike other large fire agencies – including TVF&R and Marion County – Clackamas Fire does not have an enhanced levy to fund firefighter positions and equipment needs. This funding gap has led to persistent staffing challenges, including an inability to maintain coverage at several rural fire stations.

Please join us tomorrow, January 4th at 6 p.m. at the Boring fire station: 28655 SE Hwy 212, Boring, 97009. There will be a short presentation as well as an opportunity for feedback from those attending.

If you miss this opportunity, there will be one more Community Forum this Saturday, January 7th, at the John Adams Station: 624 7th St. Oregon City, Oregon 97045. This meeting will be an open house as well as a community forum.

We look forward to seeing you!

CLACKAMAS FIRE HOLDS OPEN HOUSE AND FORUM TO DISCUSS UPCOMING LEVY WITH COMMUNITY

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

Posted on FlashAlert: January 6th, 2023 2:01 PM

Clackamas Fire District is considering a levy to fund firefighter staffing and equipment. In January 2023, the Clackamas Fire District Board of Directors is expected to consider a measure for voter referral on the May 2023 ballot. The public has an opportunity to provide feedback to Clackamas Fire District on the proposed levy this week.

Clackamas Fire District is one of the largest and busiest emergency response agencies in the Portland Metro Area, serving more than 220,000 residents across 235 square miles. Clackamas Fire District responds to approximately 30,000 calls each year. However, unlike other large fire agencies – including Tualatin Valley Fire and Rescue and Marion County – Clackamas Fire District does not have an enhanced levy to fund firefighter positions and equipment needs. This funding gap has led to persistent staffing challenges, including an inability to maintain coverage at several rural fire stations.

Please join Clackamas Fire District tomorrow, January 7, from 10:00 - 11:30 a.m. at John Adams Station 15, 624 7th St., Oregon City, Oregon 97045 for their last community forum. There will be a short presentation, an opportunity to provide feedback from those attending, as well as an open house for the community.

We look forward to seeing you.

Contact Info:

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

SURVEY SHOWS CLACKAMAS FIRE DISTRICT VOTERS FAVOR POTENTIAL LEVY, FUNDS FOR MORE FIREFIGHTERS

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

Posted on FlashAlert: January 13th, 2023 11:06 AM

The survey was presented to the Clackamas Fire District Board of Directors during Monday's Work Session

Friday, January 13 -- This week, Clackamas Fire District Board of Directors heard the results from a survey, commissioned by DHM Research, on the community's response to a potential levy.

The survey, which was conducted between November 28 through December 5, asked voters of Clackamas Fire District whether they would be supportive of a potential levy on the May 2023 ballot. Funds from the levy would increase staffing by 62 FTE, support wildfire mitigation efforts, and invest in quick response vehicles to improve response times.

The survey found that support started at 50 percent and quickly jumped to 61 percent when informed that the levy would fund 24/7 staffing at two of Clackamas Fire District's rural stations (Logan and Clarkes) and improve response times to fires and medical emergencies.

"This research shows strong support for Clackamas Fire District and voters' willingness to invest in this essential service," said John Horvick, Senior Vice President at DHM Research. "By more than a 2 to 1 margin, voters said they would vote for the levy once they heard about its benefits to the community. They support the levy because they believe everyone needs a fast response when emergencies strike, no matter where you live in the community."

Results showed that voters favor a levy that would fund additional firefighters and first responders in all parts of the district to help prevent dangerous wildfires from spreading and ensure fast responses to medical emergencies.

"As your fire chief, I'm committed to listening to the public, whom we serve, and it's clear that voters are supportive of our efforts to increase the number of firefighters on our force through a potential levy," said Clackamas Fire District Chief Nick Browne. "We are dedicated to investing in wildfire mitigation efforts, ensure our stations are fully staffed with career firefighters, and that our response times remain strong."

Presented during Monday's work session, Chief Browne also outlined the Clackamas Fire District's extensive efforts to conduct outreach to the public, local businesses, and other community partners.

To learn more about the proposed levy, visit the Clackamas Fire District website at clackamasfire.com.

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Contact Info:

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

CLACKAMAS FIRE DISTRICT BOARD OF DIRECTORS VOTES TO REFER EMERGENCY SERVICES LEVY TO THE MAY 2023 BALLOT

News Release from **Clackamas Fire District**

Posted on FlashAlert: January 24th, 2023 8:20 AM

The levy would fund additional firefighters, support wildfire mitigation, and quick response vehicles

Tuesday, January 24 – Last night, the Clackamas Fire District Board of Directors voted unanimously to refer an emergency services levy to the May 2023 ballot.

Clackamas Fire District leadership asked the Board to consider the levy to better serve the community. Based on increased wildfire risk, a growing county population, and to implement national best practices, Clackamas Fire District developed a levy that reflected district needs. If passed, the levy would fund 62 additional firefighters, directly address increased wildfire risk, and invest in quick response vehicles.

“I am grateful to the Board of Directors for their support and willingness to refer this important levy to the May 2023 ballot,” said Clackamas Fire District Chief Nick Browne. “This levy will allow Clackamas Fire District to hire more firefighters, fight wildfires, and invest in equipment that will improve response times.”

A survey, conducted in November by DHM Research, revealed district-wide support for the proposed levy, especially after voters learned what it would fund.

“The Chief and members of the leadership team have done their due diligence to ensure this is a robust, safety-driven levy,” said Director Chris Hawes, who participated in developing the levy. “It’s clear everyone has made a concerted effort to evaluate Clackamas Fire District’s future needs, conduct community outreach, and ensure that the levy remain affordable.”

If passed, the five-year emergency services levy would provide annual funding of \$14.5 million at a cost of \$0.52 per thousand of assessed valuation, or about \$138 each year for the typical homeowner at the median assessed value. Levy funds would be used to hire additional firefighters and first responders in all parts of the district to help prevent dangerous wildfires from spreading and ensure fast responses to medical emergencies.

Clackamas Fire District conducted extensive community engagement and outreach efforts. Over the last three months, Clackamas Fire District held three community forums and an open house, where district leaders spoke to hundreds about the proposed levy. Clackamas Fire District also conducted a community survey that evaluated priorities and asked for comments about the potential levy, with the intent to provide all community members the opportunity to provide feedback.

To learn more about the proposed levy, visit the Clackamas Fire District website.

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Contact Info:

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