



BOARD OF DIRECTORS MEETING AGENDA

TVF&R Command and Business Operations Center
11945 S.W. 70th Avenue, Tigard, Oregon
Tuesday, June 24, 2025
3:00 P.M.

BUDGET HEARING

I. CALL TO ORDER

II. INTRODUCTION

The purpose of the hearing is to listen to citizens' testimony on the budget as approved by the Budget Committee.

The Budget Committee formally approved the budget on May 14, 2025. The Committee approved the operating tax levy set at \$1.5252/\$1,000, local option tax levy of \$.69/\$1,000, and debt service levy of \$8,854,070. The committee approved total expenditures of \$270,534,223 as presented in the budget document.

III. CITIZEN COMMENTS AND PUBLIC TESTIMONY

Receive budget comments from citizens on the budget as approved by the Budget Committee.

IV. ADJOURN

Proposed Motion: "I move to adjourn the Budget Hearing. I second the motion. All in favor signify by saying 'Aye.' The Budget Hearing is adjourned."



BOARD OF DIRECTORS MEETING AGENDA

TVF&R Command and Business Operations Center
11945 SW 70th Avenue, Tigard, Oregon

Livestream: <http://www.youtube.com/c/TualatinValleyFireRescue>

Tuesday, June 24, 2025

Immediately Following the 3:00 p.m. Public Budget Hearing

REGULAR SESSION

I. CALL TO ORDER

II. CONSENT AGENDA *

The items on the Consent Agenda are considered routine and will all be adopted in one motion unless a Board member or person in the audience requests, before the vote on the motion, to have the item considered separately. If any item is removed from the Consent Agenda, the Board President will indicate when it will be discussed in the regular agenda.

| | |
|--|----|
| A. Approval of Budget Committee Meeting Minutes (May 14, 2025) | 6 |
| B. Approval of Regular Board Meeting Minutes (May 27, 2025) | 15 |
| C. Oregon State Fire Marshal Hazmat Contract for Region 9 | 21 |

III. RECOGNITION

| | |
|--|----|
| A. Years of Service Pins – Chief Weiss | 65 |
|--|----|

IV. PUBLIC PARTICIPATION

V. STAFF PRESENTATION

| |
|--|
| A. Legislative Recap – Nicole Palmateer Hazelbaker |
|--|

VI. FINANCE REPORT

| | |
|---|----|
| A. Finance Report (May 2025) – Valerie Colgrove | 69 |
| B. Capital Projects Fund 52 – Valerie Colgrove | 73 |

VII. CORRESPONDENCE

VIII. OLD BUSINESS

| | |
|--|----|
| A. Board Policy Section 3 (Budget and Finance) <i>Second Reading</i> – Valerie Colgrove* | 79 |
|--|----|

IX. NEW BUSINESS

| | |
|--|-----|
| A. Civil Service Commissioner Appointments – Lucy Shipley* | 155 |
| B. Resolution 2025-03 To Adopt the 2025-26 Budget and Authorize Appropriations – Valerie Colgrove* | 157 |

| | |
|---|-----|
| C. Resolution 2025-04 To Levy and Categorize Taxes – Valerie Colgrove* | 161 |
| D. Resolution 2025-05 To Approve Budget Appropriations – Valerie Colgrove and Andy Smusz* | 163 |
| E. Station 62 GMP – Heidi Hicks* | 165 |
| F. Station 35 GMP – Heidi Hicks* | 177 |
| X. CHIEF'S REPORT | |
| A. Capital Projects Update and Expenditure Summary | 182 |
| B. New Hire Announcement | 186 |
| C. Promotion Announcements | 187 |
| D. Retirement Announcements | 192 |
| E. Fourth of July Preparedness | |
| F. Beaverton Urban Renewal Letter | |
| G. District Events | |
| ▪ Hands-only CPR Nike Event | 193 |
| ▪ Multi-company Wildland Training | 194 |
| ▪ June Community Events Report | 195 |

XI. DIRECTORS' REPORT

XII. ITEMS NOT LISTED IN THE AGENDA

* Requires Action

CALL TO ORDER

CONSENT AGENDA



Tualatin Valley Fire & Rescue

Budget Committee Meeting

Thursday, May 14, 2025, 3:00 p.m.

11945 SW 70th Avenue, Tigard OR 97223

Livestream: <http://www.youtube.com/c/TualatinValleyFireRescue>

ATTENDANCE –

Budget Committee is comprised of a governing body and equal number of appointed members.

Board of Directors:

Justin Dillingham, Bob Wyffels, Clark Balfour (Zoom), and Randy Lauer (Zoom).

Citizen Budget Committee:

Angie Fong, Paul Leavy, Michael Mudrow, and Roy Rogers.

Tualatin Valley Fire & Rescue:

Valerie Colgrove, Patrick Fale, Steve Forster, Kenny Frentress, Alex Haven, Chris Hamilton (Studio), Chris Hart, Dallas Haynes, Kristen Henderson (Studio), Heidi Hicks, Laura Hitt, Victoria Jimenez, Laura Jenkins (Zoom), Eric Kennedy, Robert Petracca, Ryan Robinson, Lucy Shipley, James Smario, Andy Smusz, Marissa Taylor, Deric Weiss, and James Whyte.

Citizen Attendance:

None

CALL TO ORDER

Board President Dillingham called the meeting to order at 3:04 p.m.

Board President Dillingham asked if any public comments had been received regarding the budget or the day's meeting. Executive Assistant Marissa Taylor responded that we did not receive any public comments by email or phone.

ELECTION OF CHAIRPERSON AND VICE CHAIRPERSON

Chairperson: Budget Committee Member Angie Fong was nominated to be Budget Committee Chairperson by Mike Mudrow, seconded by Paul Leavy.

Motion carried unanimously.

ELECTION OF
CHAIRPERSON
AND VICE
CHAIRPERSON
(Continued)

Vice Chairperson: Budget Committee Member Paul Leavy was nominated to be Budget Committee Vice Chairperson by Mike Mudrow, seconded by Angie Fong.

Motion carried unanimously.

RECEIVE THE
BUDGET
DOCUMENT

Chairperson Angie Fong acknowledged receipt of the 2025-26 budget on behalf of the members of the Budget Committee and turned the meeting over to Chief Weiss to deliver the budget message.

MESSAGE FROM
FIRE CHIEF WEISS

Chief Weiss thanked Budget Chairperson Angie Fong for turning the meeting over to him, then invited everyone in the room to introduce themselves. Following introductions, Chief Weiss began his remarks and welcomed all to the meeting. Chief Weiss thanked the Budget Committee Members and expressed appreciation for their ongoing participation in the budget process. He emphasized the importance of their time, feedback, and questions, noting that their involvement is vital to the fire district's operations, budget integrity, and overall response effectiveness.

The proposed 2025-2026 budget represents delivery of the replacement Local Option Levy, approved by voters in May of 2024.

- We, as an organization, will continue to focus on long-term operational and financial forecasting processes.
- The five-year strategic plan is now in its third year of implementation.
- We have continued to focus on employee development with leadership training being offered to all personnel.
- The 2025-2026 budget presents that first year of the replacement local option levy that was approved by voters in May of 2024.
- The budgeted expenditure focuses on fulfilling voter commitments, with a plan to incrementally add additional firefighters and paramedics to fully staffed units to help to further reduce response times and provide the highest level of service.
- The budget also reflects the continued implementation of the \$122 million bond program approved by voters in November 2021.
- This budget allocates funds to continue ongoing upgrades to the Training Center and Stations 20, 35, and 62.
- Growth in TVF&R's assessed value remains positive, with gains continuing at a more gradual rate. A 4.0% property tax growth rate is projected for FY 25-26, matching the FY 24-25 rate. The estimated tax collection rate remains at 95.4%, consistent with actual rates in prior years.

- PERS remains one of the district's most significant financial challenges. We continue to closely monitor the state legislature for potential changes impacting future rates. FY 25-26 will mark the first year of the 25-27 biennium increase.

Chief Weiss then turned the meeting over to Chief Financial Officer, Valerie Colgrove.

CFO COLGROVE BUDGET OVERVIEW / ALL FUNDS

Overview of Budget

CFO Colgrove stated that the presentation would begin with a high-level overview of economic trends and budget information, followed by a detailed review of each fund. She noted that the meeting would conclude with two motions to approve the tax rates and total expenditures.

Budget & Economic Overview:

Economic Overview:

- Unemployment in Washington County is currently at 4.2% as of March 2025.
- Washington County property taxes remain stable, with a projected 4% assessed value growth.
- In 2024, voters approved an increased replacement local option levy of \$0.69 per \$1,000 of assessed value. This amount is projected to sustain funding for the next ten years, contingent on a successful renewal of the levy in five years' time.
- Interest rates remain steady following the Federal Reserve's meeting earlier this month. We will continue to monitor for potential changes in the coming months due to evolving economic factors.

Personnel Services:

- This year's budget includes an increase in full-time employees (FTEs), which has driven significant changes across several budget sections and is a major factor in the overall rise in expenditures.
- As part of the Local Option Levy commitment, we are adding 36-line FTEs and investing in medical and firefighting equipment, smaller apparatus, and additional support personnel.
- The budget also includes salary increases for personnel, ranging from 1% to 3%.
- The new biennium PERS rates took effect this year and were finalized at nearly twice the initially projected amount, representing a substantial and unanticipated cost driver in our overall expenditures.

CFO COLGROVE
BUDGET
OVERVIEW / ALL
FUNDS
continued

- Healthcare costs continue to climb, with union employee medical premiums increasing by 6% per contractual agreement and a 7% budgeted increase for non-union staff. We are also preparing for a potential double-digit rise in our workers' compensation insurance premium, according to early indications.

Material & Services:

- Materials and Services are up 15.5%, reflecting a 3% inflationary increase over the prior year's budget. The remaining increase is primarily due to additional expenses associated with new FTEs, including protective PPE, IT and communications needs, and several upcoming projects planned for the next year.

Revenues (Budgeted):

- \$332.4 million in total revenue.
- \$181.2 million in total property tax collections with General Fund and Debt Service combined.
- Interest earnings are projected at \$4.2 million across all funds.

Expenses (Budgeted):

- Personnel Services total \$168 million, a \$17.8 million increase primarily driven by the addition of FTEs.
- Material and Services (M&S) increase of \$3.2 million from the prior year.
- Ending Fund Balance, including all funds, has been budgeted at \$61.9 million, which is a \$13.9 million increase.

Strategic Plan:

- The FY26 annual proposed budget represents the third-year implementation of the 5-Year Strategic Plan.

Discussion of the Budget Overview and questions by the budget committee ensued.

GENERAL FUND

CFO Colgrove provided an overview of the General Fund:

Total expenditures for the General Fund are \$244,325,741 million with the primary driver, Personnel Services, at \$167,213,268. M&S is at \$20,893,773, Transfers Out at \$4,011,000, and Contingency is at \$2,000,000, resulting in a budgeted Ending Fund Balance of \$50,207,700.

Total Expenditures:

Personnel Services:

- The \$167.2 million total expenditures are primarily due to the FTE increase. The District has been running multiple, larger academies for the last 18 months, and will continue to do so with 2 academies planned with 12 to 16 recruits in each for FY26. In addition to the 24 FTE line personnel added, we are planning to add 3 logistics union FTEs for support services. We are also adding 6 non-union FTE positions across key departments to support operational needs.
- Salary increases are budgeted as follows: 1.0% for Local 1660 employees and 2.7% CPI increase for the logistics union, both per their negotiated contracts. Non-union salaries are budgeted at a 3.0% increase.
- Union employee medical premiums are increasing by 6% per contractual agreement and a 7% budgeted increase for non-union staff.
- New biennium PERs rates increase.

M&S Expenditures:

- The total expenditures are at \$20.9 million with an increase of about \$3.1 million, or 17.7%, in the general fund.
- The largest increases in this fund are related to network software and hardware (\$747k), FTE increase related firefighting equipment & supplies (\$720k), station FF&E replacement (\$422k), utilities (\$365k), and dispatch fees (\$230k).
- Transfers Out are budgeted at just over \$4 million with funds going to the Apparatus Fund, Capital Improvement Fund, and Pension Fund.
- Operating Contingency is budgeted at \$2 million.
- Ending Fund Balance is budgeted at \$50.2 million, with the projected actual ending fund balance at \$66 million which is enough to cover 4.4 months of operating expenses.

Discussion of the General Fund and questions by the budget committee ensued.

Motion to tentatively approve the 2025-26 General Fund type expenditures as presented in the budget document.

Chairperson Angie Fong moved to tentatively approve the 2025-26 General Fund type expenditures as presented in the budget document.

Committee Member Mike Mudrow seconded the motion.

Unanimously, the committee tentatively approved the 2025-26 General Fund as presented in the budget document.

CFO COLGROVE
BUDGET
OVERVIEW / ALL
FUNDS
continued

Special Revenue Fund: Apparatus and Vehicle Fund, Capital Improvement Fund, MERRC Fund, and Grants and Donations

CFO Colgrove reviewed the various funds in the Special Revenue Fund section: Apparatus and Vehicle Fund, Capital Improvement Fund, MERRC Fund, and Grants and Donations, and presented this information to the committee.

CFO Colgrove reported that total expenditures for the Apparatus and Vehicle Fund are \$3,951,800 million. The primary costs are associated with the purchase of two fire engines and four command vehicles. Additionally, \$2 million is being transferred from the General Fund into the Apparatus and Vehicle Fund.

CFO Colgrove reported that the Capital Improvement Fund is projected at \$3,638,424 for the upcoming year, reflecting non-bond eligible expenditures. These include building maintenance projects such as station painting, asphalt replacement, HVAC system replacements at two stations, replacing all bailout equipment, and upgrading Wi-Fi and communication packages for apparatus and command vehicles. A transfer of \$1.25 million from the General Fund is planned for FY26.

CFO Colgrove reported that the MERRC Fund, which supports improving district communications in areas with limited cell coverage, is budgeted at \$1,000,000 for the upcoming year.

CFO Colgrove reported that total expenditures in the Grants and Donations Fund are budgeted at \$579,100, with \$375,000 allocated to support the Advanced Resource Medic (ARM) unit. Funding for the ARM unit was approved by the Tualatin Valley Fire & Rescue Board of Directors in December. The remaining expenditures in the fund are related to networking equipment grants processed through this fund.

Discussion of the Special Revenue Fund and questions by the budget committee ensued.

Motion to tentatively approve the 2025-26 Special Revenue Fund type expenditures as presented in the budget document.

Chairperson Angie Fong moved to tentatively approve the 2025-26 Special Revenue type expenditures as presented in the budget document.

Vice Chairperson Paul Leavy seconded the motion.

Unanimously, the committee tentatively approved the 2025-26 Special Revenue Fund as presented in the budget document.

CFO COLGROVE
BUDGET
OVERVIEW / ALL
FUNDS
continued

Debt Service Fund

CFO Colgrove reviewed the Debt Service Fund and presented this information to the committee.

Discussion of the Debt Service Fund and questions by the budget committee ensued.

Motion to tentatively approve the 2025-26 Debt Service Fund type expenditures as presented in the budget document.

Chairperson Angie Fong moved to tentatively approve the 2025-26 Debt Service Fund type expenditures as presented in the budget document.

Vice Chairperson Paul Leavy seconded the motion.

Unanimously, the committee tentatively approved the 2025-26 Debt Service Fund as presented in the budget document.

Capital Projects Fund: Property and Building Fund and Capital Projects Fund

CFO Colgrove reviewed the two funds in the Capital Projects Fund section: Property and Building Fund and Capital Projects Fund and presented them to the committee.

CFO Colgrove reported that \$3,000,000 is budgeted for the Property and Building Fund in FY26. This includes planned land purchases for Station 22 (Newberg Rural), Station 31 (King City), and Station 62 (Aloha), though the purchases have not yet been finalized. The fund also includes a \$750,000 transfer from the General Fund to address rising construction costs.

CFO Colgrove reported that the Capital Projects Fund is budgeted at \$54,062,000, with updates provided monthly to the Tualatin Valley Fire & Rescue Board. Current projects include the design, planning and construction start of Station 20 in Newberg, and the upcoming launch of a temporary station for Station 35 with construction planned for next year. In addition, Station 62 is in the permit phase and Station 67 will soon go before the Board for an RFP approval. The Training Center is also in the design phase, which is expected to be a lengthy process due to the complexity of the facility. Additionally, the fund includes allocations for medic chassis apparatus replacements and the purchase of heavy brush rig replacements, all carried over from prior years.

There were no questions.

CFO COLGROVE
BUDGET
OVERVIEW / ALL
FUNDS
continued

Motion to tentatively approve the 2025-26 Capital Projects Fund as presented in the budget document.

Chairperson Angie Fong moved to tentatively approve the 2025-26 Capital Projects Fund type expenditures as presented in the budget document.

Vice Chairperson Paul Leavy seconded the motion.

Unanimously, the committee tentatively approved the 2025-26 Capital Projects Fund as presented in the budget document.

Proprietary Fund: Insurance Fund

CFO Colgrove reviewed the Proprietary Fund (Insurance Fund) and presented it to the committee.

CFO Colgrove reported that the \$610,000 budgeted for the Proprietary Fund covers any expenditure below the deductible and outstanding claims prior to reimbursement.

There were no questions.

Motion to tentatively approve the 2025-26 Insurance Fund type expenditure as presented in the budget document.

Chairperson Angie Fong moved to tentatively approve the 2025-26 Insurance Fund type expenditures as presented in the budget document.

Budget Committee Member Mike Mudrow seconded the motion.

Unanimously, the committee tentatively approved the 2025-26 Insurance Fund as presented in the budget document.

Fiduciary Fund:

CFO Colgrove reviewed the Fiduciary Fund and presented it to the committee.

CFO Colgrove reported that the Fiduciary Fund consists of the Pension Trust Fund, the Volunteer LOSAP Fund, and the Custodial Fund. The Pension Trust Fund is budgeted at \$11,000 for the next fiscal year. The Volunteer LOSAP Fund is a closed defined benefit plan for volunteers with expenditures budgeted at \$456,500 for FY26. The Custodial Fund, which holds funds for groups such as the volunteers and Newberg's Toy & Joy program, is budgeted at \$202,000 for the year.

Discussion of the Fiduciary Fund and questions by the budget committee ensued.

CFO COLGROVE
BUDGET
OVERVIEW / ALL
FUNDS
continued

Motion to tentatively approve the 2025-26 Fiduciary Fund type expenditure as presented in the budget document:

Chairperson Angie Fong moved to tentatively approve the 2025-26 Fiduciary Fund type expenditures as presented in the budget document.

Budget Committee Member Mike Mudrow seconded the motion.

Unanimously, the committee tentatively approved the 2025-26 Fiduciary Fund as presented in the budget document.

APPROVE TAX
RATES

Motion to approve the 2025-26 Tax Rates:

Chairperson Angie Fong moved that the Budget Committee approve taxes for the 2025-26 fiscal year, at the operating tax rate of \$1.5252 per \$1,000 of assessed value for operating purposes, the local option tax rate of \$0.69 per \$1,000 of assessed value for operating purposes, and the amount of \$8,854,070 for payment of bond principal and interest.

Vice Chairperson Paul Leavy seconded the motion.

The committee unanimously approved the tax rates, local option rate, and payment of bond principal and interest.

APPROVE THE
BUDGET

Motion to approve the 2025-26 Budget:

Chairperson Angie Fong moved that the Budget Committee approve 2025-26 budget expenditures of \$270,534,223 as previously and tentatively approved and recommend the budget to the Board of Directors.

Budget Committee Member Mike Mudrow seconded the motion.

The committee unanimously approved the budget as presented.

MISCELLANEOUS

Chairperson Angie Fong asked for final comments. There were none.

President Dillingham motioned to adjourn.

The committee unanimously approved to adjourn at 3:58 pm.

Clark I. Balfour, Secretary/Treasurer

Minutes recorded and prepared by Executive Assistant Marissa Taylor



Tualatin Valley Fire & Rescue Board of Directors Meeting Minutes

Tuesday, May 27, 2025

Meeting was Conducted Virtually via Zoom

Livestream: <http://www.youtube.com/c/TualatinValleyFireRescue>

ATTENDANCE

Board Members: Justin Dillingham, Bob Wyffels, Clark Balfour, Gordon Hovies, Randy Lauer.

Others present: Valerie Colgrove, Brian Ernst, Patrick Fale, Steve Forster, Kristen Henderson, Heidi Hicks, Laura Hitt, Victoria Jimenez, Chad Liggett, Andy Smusz, Marissa Taylor, Deric Weiss, James Whyte – TVF&R; Bob Blackmore – Attorney; Roy Rogers – Guest.

REGULAR SESSION

CALL TO ORDER President Dillingham called the Board meeting to order at 3:03 PM.

CONSENT AGENDA

**Director Lauer moved, seconded by Director Balfour to approve the consent agenda.
The motion passed unanimously.**

RECOGNITION

None.

PUBLIC PARTICIPATION

None.

STAFF PRESENTATION

Major Fire Investigations 2024 Fire Marshal Steve Forster and Assistant Fire Marshal Brian Ernst provided an overview of major fire investigations in 2024. The presentation highlighted the complexity and challenges of fire investigations including thermal runway incidents with lithium-ion batteries, various causes of fires such as electrical issues and human action. Some significant cases were discussed that required legal action such as a complex arson case involving a stabbing resulted in a conviction and a 20-year sentence. Overall, the District conducted over 267 fire investigations in 2024.

FINANCE REPORT

Finance Report (April 2025) Chief Financial Officer (CFO) Valerie Colgrove reviewed the finance report for the period ending April 30, 2025. Activity of note includes:

FINANCE REPORT (continued)

- The General Fund ending fund balance is approximately \$85.5 million, higher than previous years.
- Property tax revenues are up by 3.3% compared to last year; collections are slower than expected, but staff are closely monitoring June quarterly payment collections.
- Investment income is performing well.
- Transport revenue is in line with prior years.
- Conflagration reimbursements up over \$1.5 million.
- Expenditures are up over \$4 million driven by personnel services: FTE counts and conflagrations.
- Overall spending at 76% of the budget (benchmark is 83%). All Directorates are under the benchmark.
- Personnel Services are about 78% of the total budgeted amount. FTE count is at 600, budgeted is 618.
- Materials and Services are below our benchmark at about 73%. No concerning trends.
- Confident to meet board policy of five months expenditures in ending fund balance by fiscal year end.
- Capital Projects Fund 52 has spent \$2.5 million year to date, mainly on Stations 35 and 20.

CORRESPONDENCE

Noted.

OLD BUSINESS

Board Policy Section 2 (Bylaws of the Board) Chief Weiss stated that staff presented Board Policy Section 2 – Bylaws of the Board for the first reading at the April 22, 2025 Board of Directors' meeting. At that time, no further revisions were suggested, and the policy was presented for the second reading and Board approval.

Director Lauer moved, seconded by Director Wyffels to approve the second reading of Board Policy 2, Bylaws of the Board, by title only. The motion passed unanimously.

Victoria Jimenez gave the second reading of Board Policy 2, Bylaws of the Board by title only.

Ordinance 2025-01 To Adopt the 2025-26 Master Fee Schedule Controller Andy Smusz presented the Ordinance 2025-01 To Adopt the 2025-26 Master Fee schedule for a second reading and Board approval. The 2025-26 Master Fee Schedule was presented at the April 22, 2025 Board of Directors' meeting. At that time, no further revisions were suggested, and the policy was presented for the second reading and Board approval.

OLD BUSINESS (continued)

Director Wyffels moved, seconded by Director Balfour, to approve the second reading of Ordinance 2025-01 to Adopt the Master Fee Schedule for 2025-26 by title only. The motion passed unanimously.

Victoria Jimenez gave the second reading of Ordinance 2025-01 to Adopt the Master Fee Schedule for 2025-26 by title only.

LOCAL CONTRACT REVIEW BOARD (LCRB)

Director Lauer moved, seconded by Director Balfour, to recess from the regular session and reconvene as the Local Contract Review Board. The motion passed unanimously.

President Dillingham convened the Local Contract Review Board (LCRB) at 3:29 PM

LCRB Resolution 2025-02 Public Improvement Design-Build Contract Exemption

Controller Andy Smusz and Director of Logistics Heidi Hicks sought the approval of the LCRB to allow an exemption from using the low bidding process for the Station 67 remodel and expansion project. Instead, staff recommended using a design build method to prioritize best value, cost control and scheduling efficiency. The remodel will include expanding the living quarters and bays, adding ADA-compliant features like a new elevator, and enhancing health and safety amenities such as decontaminations areas, individual bunk suites and wellness facilities. The Board raised concerns over the contracting method and cost comparisons with other jurisdictions' fire station costs, which will be further reviewed.

Director Balfour moved, seconded by Director Wyffels, to approve LCRB Resolution 2025-2 Public Improvement Design-Build Exemption. The motion passed with Yes votes from President Dillingham, Director Balfour, Director Wyffels, Director Lauer. No vote from Director Hovies.

Director Lauer moved, seconded by Director Balfour, to adjourn the Local Contract Review Board and reconvene in regular session. The motion passed unanimously.

President Dillingham reconvened the regular sessions at 3:43 PM

NEW BUSINESS

Board Policy Section 3 (Budget and Finance) CFO Colgrove stated consistent with practice, staff, and legal counsel have reviewed Board Policy Section 3 – Budget and Finance and does not recommend changes to the current policy. The policy was presented for first reading and Board approval.

Director Balfour moved, seconded by Director Lauer, to approve the first reading of Board Policy 3, Budget and Finance, by title only. The motion passed unanimously.

NEW BUSINESS (Continued)

Victoria Jimenez gave the first reading of Board Policy 3, Budget and Finances, by title only.

Medic Remount Proposal Controller Andy Smusz and Capital Projects Manager Chad Liggett presented a proposal for the Boards approval to remount three existing medic units with new Ford F450 chassis through Braun Northwest to save approximately \$102,800 per unit versus purchasing new vehicles, utilizing an established cooperative contract through Houston Galveston Area Council. The cost for three refurbished medic units comes to a total of \$738,102.00.

Director Balfour moved, seconded by Director Wyffels to authorize the Fire Chief or designee to enter into a purchase contract with Braun Northwest to refurbish three medic units for the total amount of \$738,102.00. The motion passed unanimously.

Budget Committee Reappointments for Mike Mudrow and Mike Smith CFO Colgrove recommended to the Board to reappoint Mr. Mike Smith and Mr. Mike Mudrow as Budget Committee members as their terms are set to expire June 30, 2025. Both members have expressed interest in continuing to serve the District and staff recommends that they are reappointed for another 3-year term, ending on June 30, 2028.

Director Hovies moved, seconded by Director Balfour, to reappoint Mr. Mike Smith and Mr. Michael Mudrow to the Tualatin Valley Fire & Rescue Budget Committee with a term expiring on June 30, 2028. The motion passed unanimously.

CHIEF'S REPORT

Capital Projects Update and Capital Projects Expenditure Summary CFO Valerie Colgrove and Director of Logistics Heidi Hicks provided a joint update on four of the District's bond projects. Areas of note included:

- **Station 20 in Newberg:** Design is 90% complete, land use submission is targeted for June, temporary unit approval sought this summer.
 - Year to Date: we have spent \$783,000.
- **Station 35 in King City:** In the final permit stages, fiber line work has begun, GMP approval targeted for June.
 - Year to Date: we have spent \$1.18 million.
- **Station 62 in Aloha:** Permit submission targeted for mid-June, the retaining wall and early work planned for this summer.
 - Year to Date: we have spent \$124,000.
- **Training Center and Administration Building in Sherwood:** Building layout and land use planning is ongoing.
 - Year to Date: we have spent \$150,000.
- **Station 22 (not a bond project):** lease discussions remain ongoing.

New Hire Announcements Chief Weiss congratulated JT Archuleta who was hired as the new Senior HRIS Analyst effective April 1, 2025.

CHIEF'S REPORT (Continued)

Promotions Announcements Chief Weiss congratulated Ryan Robinson for his recent promotion to District Chief of Operations effective April 16, 2025.

Employee of the Quarter Chief Weiss congratulated Michael Bjorn for being awarded Employee of the Quarter 1st Quarter 2025 for his contributions to tech rescue training.

District Events Chief Weiss provided the following updates:

- OFCA Spring Conference: went from May 5-9 in Bend, OR.
- Budget Committee Meeting: was held on May 14. The Budget Committee was praised for their active engagement and recognized long serving members including Paul Leavy (15 years) and Mike Smith (20 years).
- Meritorious Awards: was held on May 17. Chief Weiss recognized numerous employees at the event. Board President's Award was given to Matt Travers of Nike for his contributions to the CPR event coordination.
- Community Academy: was held on May 16 – 17 with participation from local officials. Participants experienced firsthand fire and EMS operations.
- The May Community Events Report was presented.

DIRECTORS' REPORT

President Dillingham shared positive feedback on the Meritorious Awards Ceremony.

ITEMS NOT LISTED ON THE AGENDA

President Dillingham addressed recent local election results; congratulated re-elected directors and welcomed newly elected director Roy Rogers. Emphasis was placed on collaboration and mutual respect for board effectiveness.

ADJOURNMENT

Director Balfour moved, seconded by Director Wyffels to adjourn the regular meeting and reconvene in executive session. Motion carried unanimously.

There being no further business to come before the Board, President Dillingham adjourned the meeting at 4:05 PM.

APPROVED on May 27, 2025

Clark I. Balfour, Secretary/Treasurer

Minutes recorded & prepared by Victoria Jimenez

**INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES**

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH ITS
DEPARTMENT OF STATE FIRE MARSHAL**

And

Tualatin Valley Fire & Rescue

TABLE OF CONTENTS

| | |
|--|----|
| Agreement Type..... | 4 |
| Recitals | 4 |
| 1.0 Agreement Term | 4 |
| 2.0 Definitions..... | 4 |
| 3.0 Statement of Work | 6 |
| 3.1 Services to be Provided by Contractor | |
| 3.2 Compliance with Regulatory Requirements | |
| 3.3 Personnel | |
| 3.4 Vehicles and Equipment | |
| 3.5 RHMERT Coordination Obligations | |
| 3.6 Right of Refusal | |
| 3.7 Standard Operating Guidelines | |
| 3.8 Administrative Rules | |
| 4.0 Contractor Compensation..... | 9 |
| 4.1 RHMERT Stand-By Costs | |
| 4.1.1 Specialized Training Costs | |
| 4.1.2 Medical Surveillance | |
| 4.1.3 Vehicle(s) and Equipment Loans | |
| 4.1.4 Contractor Stand-by Costs | |
| 4.2 RHMERT Response Costs | |
| 4.3 Billing System | |
| 4.4 Interest | |
| 4.5 State Funding Available | |
| 4.6 Prior Approval | |
| 4.7 Response Procedures and Limitations; Automatic Response | |
| 4.8 State Spill Response Revolving Fund | |
| 5.0 Where No Responsible Person Can Be Identified | 14 |
| 6.0 Independent Contractor Status | 15 |
| 7.0 Retirement System Status; Social Security; Workers Compensation..... | 15 |

| | | |
|------|---|----|
| 8.0 | Assignments; Subcontracts | 15 |
| 9.0 | Successors in Interest | 15 |
| 10.0 | Compliance with Government Regulations | 15 |
| 11.0 | Force Majeure | 15 |
| 12.0 | Indemnification; Contribution; Scope of Liability | 16 |
| 12.1 | Activities Authorized Under ORS 453.374 – 453.390 | |
| 12.2 | Activities Not Authorized Under ORS 453.374 – 453.390 | |
| 12.3 | Third Party Claims | |
| 12.4 | Limitations | |
| 12.5 | Notifications | |
| 13.0 | Severability | 17 |
| 14.0 | Access to Records | 17 |
| 14.1 | Confidentiality | |
| 15.0 | Amendments | 18 |
| 16.0 | Payment of Contractor Obligations..... | 18 |
| 17.0 | Non-Discrimination..... | 18 |
| 18.0 | Dual Payment | 18 |
| 19.0 | Payment for Medical Care | 18 |
| 20.0 | Insurance Coverage | 19 |
| 21.0 | Governing Law; Venue; Consent to Jurisdiction | 20 |
| 22.0 | Termination | 20 |
| 23.0 | Approval Authority | 21 |
| 24.0 | Reserved..... | 21 |
| 25.0 | Written Notifications..... | 21 |
| 26.0 | Merger; Waiver | 21 |
| 27.0 | Remedies | 21 |
| 28.0 | Non-Appropriation..... | 22 |
| 29.0 | Alternative Dispute Resolution | 22 |
| 30.0 | Travel Reimbursement Costs | 22 |
| 31.0 | Counterparts | 22 |
| 32.0 | Authorized Representatives | 22 |

Agreement Exhibits

- Exhibit A Regional Team Primary Response Area Boundary Description
- Exhibit B Inventory of OSFM Provided Equipment for RHMERT
- Exhibit C Funding Available for The Purchase And Maintenance of OSFM Provided Equipment for RHMERT
- Exhibit D Specialized Training for RHMERT
- Exhibit E Medical Surveillance for RHMERT
- Exhibit F Extraordinary Response Cost Fee Schedule – Part I
- Exhibit G Extraordinary Response Cost Fee Schedule – Part II
 - Compensation for Contractor's Response Personnel
 - Non-Officer
 - Officer (Eligible for Overtime)
 - Officer/Salaried (Not Eligible for Overtime)
- Exhibit H Funding for Program Outreach for RHMERT
- Exhibit I Funding for Sub-Committee and Special Projects Participation for RHMERT
- Exhibit J Summary: 2025-2027 Biennium Funding Available for Stand-By Costs
- Exhibit K State Spill Response Revolving Fund

INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

General Agreement Information

Agreement Type: This Agreement is between the State of Oregon, acting by and through its Department of State Fire Marshal (hereinafter "OSFM"), and the Tualatin Valley Fire & Rescue (hereinafter "Contractor"), each a "Party" and collectively "Parties," for the provision of regional hazardous materials emergency response team services as described herein and authorized under ORS 453.374 to 453.390.

RECITALS

- A. In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a Regional Hazardous Materials Emergency Response Team.
- B. The OSFM desires to enter into this Agreement to designate Contractor as part of a Regional Hazardous Materials Emergency Response Team for "**HM09**" as described in Exhibit A, and Contractor desires to be so designated and to enter into this Agreement.

STANDARD AGREEMENT TERMS AND CONDITIONS

1.0 AGREEMENT TERM.

- 1.1 This Agreement shall be effective as of July 1, 2025 to June 30, 2027, unless terminated prior in accordance with other provisions of this Agreement.
- 1.2 Subject to Legislative approval, future Agreements, if any, will be awarded on a biennial basis.

2.0 DEFINITIONS.

"Agreement" means this Intergovernmental Agreement, all attachments and exhibits hereto, and any future amendments.

"Automatic Response" means the authority to respond to any incident beyond the capabilities of local responders without approval prior to team response by the OSFM Duty Officer. Incident must involve a hazardous spill, leak, explosion, or injury, or potential thereof, with immediate threat to life, environment, or property.

"Clean-up" means the measures taken after Emergency Response to permanently remove the hazard from the incident site.

"Contractor approved" means any non-RHMERT activities that are undertaken by Contractor or Contractor's employees that are in conformity with Contractor's established policies and procedures for daily operations.

"Contractor's RHMERT Members" means the employees, agents or members of the Contractor designated by the Contractor to serve on the RHMERT for "**HM09**" as described in Exhibit A.

"Emergency Response" has the meaning as defined in OAR 837-120-0010(5), and includes those actions and services set out in OAR 837-120-0020(3).

"Emergency Response Costs" means the total Emergency Response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all OSFM and Contractor expenses that result from the assessment and emergency phases of the response

activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except, as may be reasonably necessary and incidental to preventing a Release or threat of Release or in stabilizing the Emergency Response incident.

“Extraordinary Response Costs” means and is equivalent to “team response costs”. See also OAR 837-120-0090(4).

“Hazardous Materials” means “hazardous substance” as that term is defined in ORS 453.307(5).

“Incident” means any actual or imminent threat of a Release, or any rupture, fire or accident that results in, or has the potential to result in, the loss or escape of a hazardous material into the environment.

“Intergovernmental Agreement” means an agreement between an agency or agencies of the State of Oregon and one or more Oregon units of local government.

“Local Government Body” means a city, county, special district or subdivision thereof.

“Oregon-OSHA” means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

“ORS” means Oregon Revised Statutes.

“OSFM-Provided Equipment” means all vehicles, equipment, and supplies loaned, delivered, or otherwise provided to the RHMERT by OSFM to perform the services required under this Agreement including, but not limited to, the items listed in Exhibit B.

“PPE” means Personal Protective Equipment.

“Primary Response Area” means that geographical region where the Contractor is principally responsible for providing regional Hazardous Materials Emergency Response services pursuant to this Agreement.

“Regional Hazardous Materials Emergency Response Team” (RHMERT) means the group of individuals, including the employees or agents of the Contractor, designated or tasked to respond to, control, or stabilize actual or potential emergency releases of hazardous substances in **“HM09”** as described in Exhibit A. A RHMERT operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2, which is incorporated herein by this reference.

“Release” shall have the same meaning as that in ORS 465.200(22).

“Responsible Person” means the individuals, corporations, associations, firms, partnerships, limited liability companies, joint stock companies, public and municipal corporations, political subdivisions, the state and any agency thereof, and the federal government and any agency thereof responsible for causing the emergency to which the RHMERT responded. (See, e.g. ORS 453.382).

“RHMERT Operations” means Emergency Response operations conducted by the Contractor in **“HM09”**.

“RHMERT Operations Rehabilitation Costs” means the cost of providing rehydration and food for RHMERT team members during RHMERT Operations.

“Stand-By Activities” means Contractor's activities associated with specialized training, medical surveillance, and routine maintenance for vehicles and equipment.

“Stand-By Costs” means Contractor's costs associated with specialized training costs, medical surveillance costs, and vehicles and equipment loans, as provided in Section 4.1 of this Agreement.

“State” means the State of Oregon acting by and through the Department of State Fire Marshal.

“State Spill Response Revolving Fund” means the revolving fund established under ORS 453.390.

“Teams Advisory Group” means a group consisting of one appointed member from each RHMERT, who provide technical advice to the State Fire Marshal on equipment, vehicles, operating guidelines and similar operational issues.

“Team Response Costs” means those Contractor expenses which are directly related to RHMERT Operations, are expressly allowed under this Agreement, and are approved by the OSFM. “Team response costs” are equivalent to “extraordinary response costs”. See also OAR 837-120-0090(4).

3.0 STATEMENT OF WORK.

3.1 SERVICES TO BE PROVIDED BY CONTRACTOR.

3.1.1 During the term of this Agreement the Contractor agrees to provide RHMERT emergency response services within the boundaries of Contractor's assigned Primary Response Area as generally depicted and described in "Exhibit A", Regional Team Primary Response Area Boundary Description, and by this reference incorporated herein. Contractor shall perform RHMERT Operations in "**HM09**" as described in Exhibit A.

3.1.2 Contractor RHMERT Operations under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a Hazardous Materials Emergency Response as authorized by this Agreement, ORS 453.374 to 453.390, and OAR Chapter 837 Division 120.

3.1.3 Contractor's RHMERT Members shall not provide the following services as part of this Agreement, except where they may be reasonably necessary to prevent a Release or threat of Release, or as required to stabilize an Incident:

- removal,
- remediation,
- recovery,
- packaging,
- monitoring,
- transportation,
- movement of hazardous materials,
- cleanup,
- storage, or
- disposal of hazardous materials.

3.1.4 Contractor's RHMERT Members shall not provide the following services at or near the emergency response Incident to which the Contractor is dispatched:

- maintain general security or safety perimeters at or near sites and vessels,
- locate underground utilities,
- ensure appropriate traffic control services,
- conduct hydrological investigations or analysis, or

- provide testing, removal and disposal of underground storage tanks

3.1.5 Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

3.1.6 Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

3.1.7 Contractor shall coordinate its response activities with all other contractors that respond to, control, or stabilize actual or potential emergency releases of hazardous substances in **HM09** under an Intergovernmental Agreement with OSFM; provided, however, that nothing in this section shall limit a Contractor's ability to coordinate with other entities in responding to an Incident.

3.2 COMPLIANCE WITH REGULATORY REQUIREMENTS. Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements. Contractor further agrees that all OSFM-Owned Equipment in Exhibit B shall be maintained by the Contractor to meet or exceed all applicable regulatory requirements.

3.3 PERSONNEL. Contractor shall:

3.3.1 Provide the number of trained, medically monitored, competent, and supervised RHMERT personnel as specified in Exhibits D and E of this Agreement, as is necessary to operate within the safety levels of a RHMERT as specified in the RHMERT Standard Operating Guidelines. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a Hazardous Materials response team.

3.3.2 Document training and experience and ensure that its team members complete the tasks in the Hazardous Material Technician Task Book within the period required by OSFM.

3.3.3 Submit annually the Task Book reporting form to the OSFM no later than 10th of July of each year.

3.4 VEHICLES AND EQUIPMENT.

3.4.1 Use of OSFM-Provided Equipment. Contractor shall:

- i. Operate a RHMERT using the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement;
- ii. Limit its activities to that which can be safely accomplished within the technical limitations of the OSFM-Provided Equipment;
- iii. At all times use OSFM-Provided Equipment with reasonable and diligent care (taking into consideration the type of equipment and its intended use); and
- iv. At all times use the equipment in accordance with all OSFM Standard Operating Guidelines, available on the OSFM website.
- v. Store OSFM-Provided Equipment in an enclosed, indoor facility unless otherwise authorized by OSFM by prior written approval.

3.4.2 Routine Maintenance/Physical Damage/Repairs.

- i. Routine Maintenance: Contractor shall be responsible for all routine maintenance of OSFM-Provided Equipment. For purposes of this Agreement, routine maintenance means:

- a. Daily, weekly, and monthly checks of vehicles and equipment.
- b. Semiannual or mileage-related lubrication, oil and filter changes for vehicles and equipment.
- c. Annual tune-up of vehicles and equipment as required for preventive maintenance.
- d. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- e. Personal Protective Equipment (PPE) to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- f. Communications equipment checked regularly.

ii. Physical Damage and Repairs: Contractor and OSFM shall each bear responsibility for loss and repair of physical damage to OSFM-Provided Equipment as follows:

- a. Excluding ordinary wear and tear, when Contractor uses OSFM-Provided Equipment for purposes not authorized under this Agreement and ORS 453.374 to 453.390, including Contractor-approved non-Emergency Response activities or assistance to local government entities at events not meeting OSFM-authorized response criteria, Contractor shall be responsible for any and all physical damage to or loss of such OSFM-Provided Equipment, regardless of fault.
- b. When Contractor uses OSFM-Provided Equipment for purposes authorized under this Agreement and ORS 453.374 to 453.390, including performance of routine maintenance, the OSFM shall be responsible for physical damage to or loss of OSFM-Provided Equipment, except that if such damage or loss is caused by the negligence or willful misconduct of Contractor, Contractor shall be liable for the damage or loss. OSFM's responsibility for physical damage or loss of OSFM-Provided Equipment is subject to the limitations and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Self-Insurance Policy Manual), Article XI, Section 7 of the Oregon Constitution, ORS 30.260 to 30.300 (Oregon Tort Claims Act), and the terms of this agreement.
- c. Contractor shall be liable for all damage or loss caused by abuse or neglect of OSFM-Provided Equipment, including when used for purposes authorized under this Agreement and ORS 453.374 to 453.390.

3.4.3 The Contractor may use the OSFM-Provided Equipment provided in this Agreement in conjunction with Contractor-approved non-Emergency Response activities, however the OSFM-Provided Equipment shall at all times be immediately available for Emergency Response having highest priority. Use of OSFM-Provided Equipment for Contractor-approved non-Emergency Response activities is not a reimbursable expense by OSFM. In addition, use of OSFM-Provided Equipment for Contractor-approved non-Emergency Response activities shall follow Contractor's established guidelines and policies for daily operations. OSFM-Provided Equipment shall not be used by anyone other than Contractor's RHMERT Members, except as approved by OSFM.

3.4.4 Contractor shall submit a vehicle usage and maintenance log to the OSFM upon request. OSFM

3.4.5 Contractor shall not agree in writing or otherwise with other entities to provide the OSFM-Provided Equipment to assist those entities at events not meeting Emergency Response criteria unless OSFM is also a party to that agreement.

3.4.6 Liability for any negligent or willful acts of Contractor's employees undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and Contractor involved. Contractor warrants that each of Contractor's RHMERT Members shall abide by all Oregon statutes, rules and specific agency policies and procedures regarding the use of OSFM-Provided Equipment during the course and scope of the employee's employment with Contractor.

3.5 RHMERT COORDINATION OBLIGATIONS. Contractor shall provide team administration for the RHMERT (“Team Administration”).

3.5.1 In providing Team Administration, Contractor shall provide qualified personnel (“Team Personnel”) to perform the following duties:

- i. Complete invoicing for RHMERT;
- ii. Complete phone and mileage logs for RHMERT;
- iii. Submit purchase requests;
- iv. Handle incident reporting;
- v. Oversee allocation of funds from OSFM for RHMERT;
- vi. Monitor inventory of OSFM-Provided Equipment; and
- vii. Approve all outreach and training requests for RHMERT.
- viii. Manage outreach and training requests for the RHMERT; and
- ix. Serve as the point of contact for RHMERT training opportunities.

3.5.2 Contractor shall coordinate and submit to OSFM all requests for reimbursement from the RHMERT for **HM09**, including requests for reimbursement from any other contractors who serve on the RHMERT for **HM09**.

3.5.3 In performing the duties described in this Section 3.5, Contractor may choose one or more of Contractor’s employees to serve as Team Personnel. Contractor shall provide OSFM with the name and contact information of all Team Personnel. Team Personnel will be the RHMERT’s primary point of contact for OSFM and shall attend the quarterly meetings of the Team Advisory Group (TAG) and participate actively in those meetings.

3.6 RIGHT OF REFUSAL. The OSFM recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, an Emergency Response under this Agreement would temporarily place an undue burden on the Contractor because Contractor resources are limited or unavailable within the Contractor Primary Response Area, and if prior or immediate notice has been provided to the OSFM Duty Officer, the Contractor may decline a request for an Emergency Response. However, if the Contractor declines a request for an Emergency Response, the Contractor shall ensure the OSFM-Provided Equipment remains available for OSFM’s use for that particular Emergency Response.

3.7 STANDARD OPERATING GUIDELINES. Contractor and OSFM agree that RHMERT operations shall be conducted in accordance with the OSFM’s Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this Agreement.

3.8 ADMINISTRATIVE RULES. The parties acknowledge that the OSFM has adopted OAR Chapter 837, Division 120, and Contractor agrees to comply with those administrative rules and ORS 453.374 to 453.390. If those rules relevant to this agreement are amended, such amendments shall be incorporated into this Agreement by written amendment and may require modification of the procedures, terms and conditions of this Agreement.

4.0 CONTRACTOR COMPENSATION.

There are two types of compensation under this Agreement: (1) RHMERT Stand-By Costs, and (2) RHMERT Team Response Costs. Each of these is discussed more fully in sections 4.1 and 4.2 of this Agreement. Compensation provided under this Agreement is apportioned for the entire RHMERT. The total compensation identified in Exhibit J is the not-to-exceed amount for the RHMERT. In the event that the RHMERT consists of more than one contractor, the

multiple contractors that make up the RHMERT administration shall share the total compensation identified in Exhibit J. The Team Personnel shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the maximum compensation identified in Exhibit J.

4.1 RHMERT STAND-BY COSTS. In accordance with budget allocations by the Team Personnel as provided in Section 4.0 of this Agreement, Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved stand-by costs as provided herein. Such Stand-By Costs include:

4.1.1 **Specialized Training Costs.** The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses (at the approved rates specified in Section 30 of this Agreement), utilizing funds in Exhibit "D" to pay for all above mentioned expenses. With prior approval by the OSFM, one hundred percent of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending specialized training for travel and attendance days only in accordance with Section 30.1 of this Contract and protocols covered in OSFM Hazardous Materials Emergency Response Team Standard Operating Guidelines. For purposes of this subsection, "personnel costs" means the dollar figure provided to OSFM by Contractor as the cost of each Contractor's employee to attend OSFM advanced training and education.

In addition to the specialized training costs in Exhibit D of this agreement, and to help alleviate department costs of technician training for the RHMERT Program, OSFM agrees to pay the cost of registration, per diem, personnel costs, and travel expenses to send one student per RHMERT through Technician Training during the biennium. The maximum amount that OSFM will expend for all students for an RHMERT is \$8,000.00; provided, however, that OSFM may approve funding for additional students on a case-by-case basis. If a student attends the Hybrid Technician Academy with not fully expending the one-time funding of \$8,000, OSFM agrees to pay the costs to send a second student during the same biennium with the remaining funds available within the \$8,000 allocated funds.

4.1.2 **Medical Surveillance.** The OSFM will provide funding for baseline, maintenance, and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Costs for these Medical Surveillance physicals will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations. OSFM will not cover costs for other medical procedures, including but not limited to tests for infectious diseases or substance abuse. Follow-up exams and testing are the responsibility of the Contractor or the individual Contractor RHMERT employees.

4.1.3 **Vehicle(s) and Equipment Loans.** The OSFM agrees to loan the Contractor the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement. The parties agree that items of OSFM-Provided equipment may be added to or removed from the list in Exhibit B without requiring amendment of this agreement, but only if each change is mutually agreed to in writing by all parties. Funding available for the OSFM to purchase and maintain OSFM-Provided Equipment is specified in Exhibit "C" of this Agreement. Replacement of OSFM-Provided capital equipment, expendable items, PPE, and other equipment will be provided as necessary by prior approval of OSFM, pursuant to Section 3.4 and OSFM's approved purchasing process.

a. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM encourages contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

- b. OSFM-Provided PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021, all applicable provisions of ORS chapters 279A and 279B, and Contractor's own procurement ordinances, codes, rules and regulations.

- 4.1.4 Contractor Stand-by Costs are not chargeable to a Responsible Person but are reimbursed to the Contractor by the OSFM as provided in this Agreement, with the exception of the vehicle and equipment loans described in paragraph 4.1.3, for which Contractor is not reimbursed.

4.2 RHMERT RESPONSE COSTS.

- 4.2.1 In accordance with budget allocations by the Team Administrator as provided in Section 4.0, Contractor shall be compensated by the OSFM under this Agreement for certain OSFM-approved team response costs. Team response costs are the equivalent of "extraordinary response costs". The total funding available for team response costs as specified in Exhibit "K" of this Agreement is in addition to Contractor Stand-By Costs specified in section 4.1. Compensation of such team response costs shall be limited by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 for the 2025-2027 biennium. Such Team response costs may include, but are not limited to:

- i. Compensation for use of Contractor-Provided Materials, Vehicle(s) and Apparatus:

- a. OSFM shall compensate contractor for OSFM-approved replacement of Contractor-Provided materials and supplies expended or destroyed during a hazardous materials emergency response undertaken pursuant to this Agreement at the rates set forth in Section 1 of Exhibit "F" of this agreement.
- b. Where the OSFM has approved the use of Contractor-Provided vehicles and equipment, OSFM shall compensate Contractor at the rates described in Section 1 of Exhibit "F" of this Agreement.
- c. Personal Protective Equipment (PPE). If Contractor-Provided PPE, to include radios, is severely damaged or destroyed during an authorized hazardous materials emergency response undertaken pursuant to this Agreement, OSFM shall reimburse Contractor for replacement of such PPE at the rates described in Section 1 of Exhibit "F" of this Agreement, provided, however, that the OSFM will only pay reimbursement for replacement PPE that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.
 - 1. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.
 - 2. Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapters 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in the solicitation of and contracting for the acquisition of the PPE suits.

- ii. Compensation for Contractor Personnel Response Costs: Contractor RHMERT personnel response costs that are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 2025-2027 biennium shall be calculated as follows:

- A. Base Hourly Rate/Non-officer

- 1. Base Hourly Rate/Non-Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is not an officer.

2. Base Hourly Rate/Non-Officer/Overtime shall be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer.
- B. Base Hourly Rate/Officer (eligible for overtime)
 1. Base Hourly Rate/Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is an officer.
 2. Base Hourly Rate/Officer/Overtime shall be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.
- C. Base Hourly Rate/Salaried Officer (not eligible for overtime) - shall be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.
- D. OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement by formally amending this Agreement in writing, and shall be used for purposes of calculating compensation for Contractor's Personnel Response Costs only after the effective date of the Amendment. Notwithstanding any retroactive payment provision contained in a collective bargaining agreement, the Contractor's Personnel Response Costs shall be calculated and reimbursed at the hourly rate set forth in the version of this Agreement which was in effect at the time the Contractor commenced the hazardous materials emergency response.
- E. A Response Availability Rate of \$15.5788 shall be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor shall be required to document total hourly personnel response rates for each category utilizing the form provided by OSFM. That documentation is entered into this Agreement as Exhibit G. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

iii. Emergency Expenses: Contractor's other necessary and reasonable Emergency Response costs related to services rendered under this Agreement are reimbursable at the rates described in Exhibit "F" of this agreement. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency Response purchases of up to \$100 per Emergency Response Incident may be made at the Contractor's discretion without prior approval by the OSFM. The Team Leader or authorized Contractor representative shall attempt to contact the OSFM Duty Officer for prior approval of Contractor emergency expenses exceeding \$100. Contractor claims for reimbursement must clearly document the nature of the purchases and extent of the OSFM prior verbal approval of Contractor emergency expenditures. The OSFM reserves the right to deny any payment of unjustifiable Contractor expenditures.

- A. Exposure exams resulting from a RHMERT Operations response will be included in the Contractor's team response costs to be billed to the Responsible Person and reimbursed by the OSFM. Where no Responsible Person is identified, reimbursement to the Contractor will be provided out of the State Spill Response Revolving Fund.

4.2.2 In addition to the compensable team response costs set forth in 4.2.1, Contractor's emergency response may also incur certain team response costs for which Contractor shall not be compensated by OSFM, set forth in Section 2 of Exhibit F. Contractor shall not be reimbursed for Contractor's use of OSFM-Provided vehicles, equipment, and supplies, or for expenditures made by OSFM.

4.2.3 Team response costs may be charged to a Responsible Person.

4.3 BILLING SYSTEM.

4.3.1 Contractor must notify the OSFM's Emergency Response Unit within 24 hours of an Emergency Response. The OSFM will assign an Incident number to the response at that time. Contractor shall leave a voice-mail message if Contractor notification is made after business hours. OSFM will return a call to the Contractor the next business day. Contractor shall provide an estimate of Team Response Costs to the OSFM within 10 calendar days of the date on which Contractor concludes an Emergency Response under this Agreement. Contractor shall submit an Emergency Response report and invoice to the OSFM within 30 calendar days of the date on which Contractor concludes an Emergency Response under this Agreement. If a Contractor is unresponsive and has not submitted a completed Emergency Response report and invoice to OSFM within 90 calendar days of the Emergency Response, the Emergency Response may be deemed uncollectable and the Contractor may be liable, at OSFM's sole discretion, for replacement costs of State-Provided damaged equipment and materials used on the Emergency Response. Contractor shall submit its claim for reimbursement on OSFM approved forms and the claim must contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits.

4.3.2 The OSFM may bill the Responsible Person within 30 days of receipt of Contractor invoice. The OSFM may bill Responsible Person(s) for the Emergency Response Costs, including Team Response Costs. Normally Contractor team response costs are collected by the OSFM from the Responsible Person prior to making payment to the Contractor. When payment has not been received by the OSFM within 30 days after the second billing to the Responsible Person, the Contractor's OSFM approved compensable Team Response Costs will be paid to the Contractor from the State Spill Response Revolving Fund. In no case shall the OSFM payment to the Contractor occur more than 90 days after receipt of an OSFM-approved Contractor invoice by OSFM; i.e., one that meets the requirements of Section 4.3.

4.3.3 Billing for OSFM-Provided Equipment. OSFM shall bill the Responsible Person(s) for Contractor's use of OSFM-Provided equipment during RHMERT Operations, including responses to incidents within the Contractor's local jurisdiction, at the rates set forth in Exhibit F. The OSFM will prepare a statement for OSFM-Provided Equipment used and the OSFM will forward the statement to the identified Responsible Person any time OSFM-Provided Equipment is used for an Emergency Response.

4.3.4 Option for Waiver. The Contractor shall have the option of requesting a waiver of OSFM-Provided Equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition, the Contractor may request a waiver of charges when there are extenuating circumstances, which would preclude a billing to the Responsible Person. Requests for waiver are subject to review and approval by the OSFM.

4.3.5 Priority of Reimbursements. If the OSFM successfully recovers payment from the Responsible Person, the monies shall first be used to pay the Contractor Team Response Costs, if these costs have not been paid in their entirety; then the monies will be used to reimburse the State Spill Response Revolving Fund for the amount previously paid to the Contractor and the OSFM. Any remaining funds will be used to pay Emergency Response Costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill each Responsible Person and pursue cost recovery actions.

4.3.6 If a disputed billing is resolved in favor of the Responsible Person then the Contractor shall not be required to reimburse the OSFM for payments previously made.

4.4 INTEREST. If the OSFM fails to make timely payments to Contractor as described in 4.3.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if Emergency Response Costs are invoiced in accordance with Sections 4.3.1 and 4.3.2 of this Agreement by the Contractor on OSFM-approved forms and Responsible Person information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.

4.5 STATE FUNDING AVAILABLE.

4.5.1 The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM's 2025-2027 biennial appropriation or limitation. Contractor understands and agrees that the OSFM's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

4.5.2 State funding for Stand-By Costs available under this Agreement for the 2025-2027 biennium shall be the sum of the amounts specified in exhibits C, D, E, H and I to this Agreement and are summarized in Exhibit J of this Agreement.

4.5.3 The funding available as specified in Exhibits C, D, E, H and I to this Agreement does not include Contractor team response costs as specified in Section 4.2. Such team response costs are available in addition to Contractor Stand-By Costs and shall be limited by the funds available in the State's Spill Response Revolving Fund established under ORS 453.390 for the 2025-2027 biennium, by the limitations described in ORS 453.382 and 453.390 and as identified in Exhibit K, State Spill Response Revolving Fund, to this Agreement.

4.5.4 Additional Contractor compensation shall be paid under this Agreement only with the prior written approval of OSFM and as otherwise authorized by law.

4.5.5 OSFM payments under the terms of this Agreement shall be considered full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement.

4.5.6 Acceptance of payment by the Contractor shall relieve the OSFM from all claims by Contractor for reimbursement of Team Response Costs and Stand-by Costs except where partial payment has been made due to limitations of the State's Spill Response Revolving Fund and subject to further payment as set forth above.

4.6 PRIOR APPROVAL. Unless Contractor has automatic response authority as described in Section 4.7.1 and is operating in accordance with such authority, Contractor may not respond under this Agreement without prior written or verbal approval by OSFM as set forth in Section 4.7.2. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor its compensable Team Response Costs incurred in accordance with this agreement from the State Spill Response Revolving Fund if recovery from a Responsible Person is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Person and OSFM expenses.

4.7 RESPONSE PROCEDURES AND LIMITATIONS; AUTOMATIC RESPONSE.

- 4.7.1 If the Contractor has authority for automatic response under OSFM's Standard Operating Guidelines, Contractor may, upon receipt of an Emergency Response request, provide Emergency Response services as specified under the terms of this Agreement and in accordance with the OSFM's Standard Operating Guidelines, which is incorporated herein by this reference, and may be found on the OSFM's website. Contractor shall immediately thereafter notify the OSFM Duty Officer.
- 4.7.2 If the Contractor has *not* received state authority for automatic response or if the Emergency Response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.

4.8 STATE SPILL RESPONSE REVOLVING FUND.

- 4.8.1 If the State Spill Response Revolving Fund becomes depleted or fiscally unsound, the OSFM shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.
- 4.8.2 For purposes of this section, "fiscally unsound" means the balance in the State Spill Response Revolving Fund is less than \$20,000, and "immediately" means within twelve (12) hours of a Contractor receiving the emergency response request, which reduces the fund below the \$20,000 threshold.
- 4.8.3 If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Revolving Fund balance, Contractor assumes the risk of non-payment if the OSFM is unable to obtain additional funding for the State Spill Response Revolving Fund, recover the Contractor team emergency response costs from a Responsible Person, or if there is no identifiable Responsible Person. Contractor shall immediately notify the OSFM Duty Officer of all emergency response activities undertaken pursuant to this Agreement.
- 4.8.4 If, after becoming depleted or fiscally unsound, additional funds become available in the State Spill Response Revolving Fund and Contractor has billed the OSFM as set forth in Section 4.3, the OSFM shall reimburse the Contractor for unpaid Team Response Costs to the extent funds are available and authorized under this agreement.

5.0 WHERE NO RESPONSIBLE PERSON CAN BE IDENTIFIED.

As provided in Section 4 and ORS 453.382, OSFM agrees to bill the person responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable Responsible Person, or if the Responsible Person or other responsible party is unable to pay, the OSFM agrees to pay Contractor its compensable team response costs from the State Spill Response Revolving Fund provided funds are available and Contractor has complied with Section 4 herein.

6.0 INDEPENDENT CONTRACTOR STATUS.

- 6.1 Contractor shall perform all required Services as an independent contractor. Although Agency reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services called for under the Contract.

6.2 If Contractor is currently performing work for the State of Oregon or the Federal Government, Contractor by signature to this Agreement declares and certifies that: Contractor's performance of this Agreement creates no potential or actual conflict of interest as defined by ORS 244.020 and no state or federal rules or regulations would prohibit Contractor's performance of this Contract. Contractor is not an "officer," "employee," or "agent" of the State or Agency, as those terms are used in ORS 30.265.

6.3 Contractor shall be responsible for all Federal and State taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's Federal or State tax obligations.

7.0 RETIREMENT SYSTEM STATUS, SOCIAL SECURITY, WORKERS COMPENSATION.

Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and is responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation from the State of Oregon.

8.0 ASSIGNMENTS; SUBCONTRACTS.

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the OSFM. Such written approval will not relieve Contractor of any obligations under this Agreement. Except where the OSFM expressly approves otherwise, Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

9.0 SUCCESSORS IN INTEREST.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

10.0 COMPLIANCE WITH GOVERNMENT REGULATIONS.

Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-002-0100(18) (Hazardous waste operations and emergency response), which adopts 29 CFR 1910.120 (amended 2/8/13, FR vol. 78, no. 27, p. 9311).

11.0 FORCE MAJEURE.

Neither Party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God, or war, which is beyond that Party's reasonable control. OSFM or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

12.0 INDEMNIFICATION, CONTRIBUTION, SCOPE OF LIABILITY.

12.1 ACTIVITIES AUTHORIZED UNDER ORS 453.374 – 453.390:

12.1.1 CONTRACTOR'S RHMERT MEMBERS: AS PROVIDED IN ORS 453.384, DURING EMERGENCY RESPONSE OPERATIONS UNDER ORS 453.374 TO 453.390 PURSUANT TO THIS AGREEMENT, THE STATE OF OREGON, BY AND THROUGH THE DEPARTMENT OF STATE FIRE MARSHAL, SHALL PROTECT AND DEFEND CONTRACTOR'S RHMERT MEMBERS FROM LIABILITY UNDER ORS 30.260 TO 30.300 (OREGON TORT CLAIMS ACT). AS USED IN THIS SECTION, "OPERATIONS" MEAN ACTIVITIES DIRECTLY RELATED TO A PARTICULAR EMERGENCY RESPONSE INVOLVING A HAZARDOUS MATERIAL BY A RHMERT AS PROVIDED FOR UNDER THIS AGREEMENT. "OPERATIONS" ALSO INCLUDE ADVANCED TRAINING ACTIVITIES PROVIDED TO THE CONTRACTOR'S RHMERT MEMBERS AS PROVIDED FOR UNDER THIS AGREEMENT, BUT DO NOT INCLUDE TRAVEL TO AND FROM SUCH TRAINING.

12.1.2 CONTRACTOR: EXCEPT AS OTHERWISE PROVIDED UNDER PARAGRAPHS 12.1.1, 12.2, AND 3.4.2, AND AS PROVIDED IN SECTION 12.3 REGARDING THIRD PARTY CLAIMS, THE OSFM AND CONTRACTOR SHALL EACH BE RESPONSIBLE, TO THE EXTENT PERMITTED BY THE OREGON TORT CLAIMS ACT (ORS 30.260 THROUGH 30.300) AND THE OREGON CONSTITUTION (INCLUDING BUT NOT LIMITED TO ARTICLE XI, SECTION 7), FOR ANY LEGAL LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES ARISING IN FAVOR OF ANY PERSON, ON ACCOUNT OF PERSONAL INJURIES, DEATH, OR PROPERTY LOSS OR DAMAGE OCCURRING, GROWING OUT OF, INCIDENT TO OR RESULTING DIRECTLY FROM THEIR RESPECTIVE ACTS OR OMISSIONS UNDER THIS AGREEMENT.

12.2 **ACTIVITIES NOT AUTHORIZED UNDER ORS 453.374 - 453.390:** WHEN CONTRACTOR USES OSFM-PROVIDED EQUIPMENT OR OTHER VEHICLES AND EQUIPMENT PROVIDED TO CONTRACTOR BY OSFM OR STATE PROCEDURES OR TRAINING FOR ANY ACTION NOT AUTHORIZED UNDER ORS 453.374 TO 453.390 OR THIS AGREEMENT, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, ITS OFFICERS, DIVISIONS, AGENTS, EMPLOYEES, AND MEMBERS, FROM ALL CLAIMS, SUITS OR ACTIONS OF ANY NATURE ARISING OUT OF THE ACTIVITIES OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES, SUBJECT TO THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, AND THE OREGON CONSTITUTION.

12.3 THIRD PARTY CLAIMS:

12.3.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

12.3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE CONTRACTOR (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CONTRACTOR IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE STATE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE

LIABILITY IN THE PROCEEDING.

12.3.3 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CONTRACTOR IS JOINTLY LIABLE WITH THE STATE, INCLUDING CONTRACTOR'S RHMERT MEMBERS ACTING AS AGENTS OF THE STATE IN ACCORDANCE WITH THIS AGREEMENT AND ORS 453.374 TO 453.390, (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE CONTRACTOR SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CONTRACTOR ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CONTRACTOR ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CONTRACTOR'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

12.4 LIMITATIONS. Except as provided in Section 3.4, this Agreement in no way limits a Contractor from responding with OSFM-Provided Equipment under local authority, mutual-aid agreements, or other contracts under local authority.

12.5 NOTIFICATIONS: Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer
3991 Fairview Industrial Dr SE
Salem, Oregon 97302
Oregon Emergency Response System (OERS) 800-452-0311

13.0 SEVERABILITY.

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

14.0 ACCESS TO RECORDS.

Subject to the state's Public Record Laws, each Party to this Agreement, the federal government, and their duly authorized representatives shall have access to the other Party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least six (6) years, or longer where required by law.

14.1 CONFIDENTIALITY.

Except as otherwise provided by law, each Party to this Agreement agrees that they shall not in any way, disclose each other's confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Agreement.

15.0 AMENDMENTS.

- 15.1** To the extent permitted by applicable statutes and administrative rules, this Agreement may be amended, modified, or supplemented only by a written amendment signed by the OSFM and Contractor that has been approved by the OSFM and the Oregon Department of Justice, if required by applicable law (“Amendment”). Any Amendment that provides for additional Services may only provide for Services directly related to the scope of Services described in the Agreement and no Amendment shall be effective until all requisite signatures and approvals are obtained.
- 15.2** Either the OSFM or Contractor may submit an Amendment request to amend this Agreement, including all Exhibits hereto, by submitting to the OSFM Agreement Administrator a written Amendment request describing the change requested. The OSFM and Contractor’s Authorized Representatives will review the written Amendment request and will mutually approve it for either amendment, further refinement, or reject it. In the event an Amendment request is approved for further refinement the parties agree that it may be refined by mutual agreement and submitted as an Amendment, or rejected.
- 15.3** Either Party may make changes to its Authorized Representative, listed in this Agreement, and such changes shall constitute contract administration for purposes of this Agreement. A Party shall provide the other Party with written notice of any such change, which shall be effective without the necessity of a formal amendment to this Contract.

16.0 PAYMENT OF CONTRACTOR OBLIGATIONS.

Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses, to pay any such claims as they become due and for which the OSFM may be held liable, the proper officer(s) representing the OSFM, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

17.0 NON-DISCRIMINATION.

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

18.0 DUAL PAYMENT.

Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency Incident except as approved and authorized under this Agreement.

19.0 PAYMENT FOR MEDICAL CARE.

Contractor agrees to make, or cause to be made through an insurer or third-party, prompt payment, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 4.1.2, Medical Surveillance. Nothing in this section shall be interpreted as creating any new or additional obligations on Contractor to pay on a claim that Contractor is not otherwise obligated to pay in accordance with applicable law and Contractor’s policies and procedures.

20.0 INSURANCE COVERAGE.

If Contractor is a public body and is self-insured, Contractor shall maintain self-insurance, and/or excess liability coverage sufficient to cover the requirements set forth in Sections 20.1 to 20.9, and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. If Contractor is not a self-insured public body, or at any time during the term of this Agreement ceases to be self-insured, Contractor shall obtain private insurance coverage as specified in Sections 20.1 to 20.9 prior to performance under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. Contractor shall obtain any private insurance only from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to OSFM.

20.1 WORKERS' COMPENSATION INSURANCE. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

20.2 COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

20.3 AUTOMOBILE LIABILITY. Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

20.4 EXCESS/UMBRELLA INSURANCE. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

20.5 ADDITIONAL INSURED. All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

20.6 WAIVER OF SUBROGATION. Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OSFM or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OSFM has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

20.7 CONTINUOUS CLAIMS MADE COVERAGE. If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and OSFM's acceptance of all Services required under the Contract, or
- (ii) OSFM or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

20.8 CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to OSFM Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OSFM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

20.9 NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to OSFM.

21.0 GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

22.0 TERMINATION.

22.1 This Agreement may be terminated by mutual consent of both Parties. This Agreement may be terminated by either Party upon 180 days' notice, in writing, and delivered by certified mail or in person.

22.2 The OSFM or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or OSFM, or at such later date as may be established by the OSFM or Contractor, under any of the following conditions:

- 22.2.1 if either party fails to receive funding, appropriations, or other expenditure authority from federal, state, local, or other sources at levels sufficient in the Party's reasonable administrative discretion to perform its obligations under this agreement. As an alternative to termination, the parties may instead agree to modify in writing the Agreement to accommodate a reduction in funding.

- 22.2.2 if federal, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either Party's performance under this Agreement is prohibited or performance of either Party's obligations under this agreement may no longer be paid for from the planned funding source.
- 22.2.3 if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

22.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.

22.4 Default. The OSFM or Contractor, by written notice of default (including breach of contract) to the other Party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

- 22.4.1 if the other Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,
- 22.4.2 if the other Party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other Party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

23.0 APPROVAL AUTHORITY.

Contractor's representative(s) certify by their signature herein that they have the necessary and lawful authority to enter into contracts and Agreements on behalf of the Contractor.

24.0 RESERVED.

25.0 WRITTEN NOTIFICATIONS.

Any written notifications required for the administration of this Agreement shall be sent to the following:

Department of the State Fire Marshal
3991 Fairview Industrial Dr SE
Salem, OR 97302

26.0 MERGER; WAIVER.

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

27.0 REMEDIES.

27.1 In the event that Contractor violates any term or condition under this Agreement, OSFM may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including but not limited to: (a) termination of this Agreement under Section 22, (b) reducing or withholding payment for work that Contractor has failed to perform within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Contractor to perform, at Contractor's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSFM may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

27.2 In the event OSFM violates any term or condition of this Agreement, Contractor may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or equity, including but not limited to: (a) termination of this Agreement under Section 22, (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (c) recovery of payments due for any work performed or any costs or other expenses incurred by Contractor pursuant to the terms of this Agreement. These remedies are cumulative to the extent the remedies are not inconsistent, and Contractor may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

28.0 NON-APPROPRIATION.

The State of Oregon's payment obligations, and Contractor's performance obligations, under this Agreement are conditioned upon OSFM receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Contractor is not entitled to receive payment under this Agreement from any part of Oregon state government other than OSFM. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

29.0 ALTERNATIVE DISPUTE RESOLUTION.

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

30.0 TRAVEL REIMBURSEMENT COSTS.

30.1 The OSFM will reimburse Contractor for travel expenses authorized under this Agreement at the rates specified in the General Services Administration (GSA) as of the date Contractor incurs the travel expenses.

30.2 Contractor shall travel in the most efficient and cost-effective manner resulting in the best value to OSFM. The travel must comply with all the requirements specified in this section and must be for official business under this Agreement only. Contractor shall provide OSFM with receipts for all travel expenses over \$25.00 incurred for which Contractor seeks reimbursement.

31.0 COUNTERPARTS.

This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.

32.0 AUTHORIZED REPRESENTATIVES.

32.1 OSFM's Authorized Representative is:

Mariah Rawlins
3991 Fairview Industrial Dr SE, Salem, OR 97302
503-910-1667
Mariah.Rawlins@osfm.oregon.gov

32.2 Contractor's Authorized Representative is:

Deric Weiss, Fire Chief
11945 SW 70th Ave, Tigard, OR 97223
503-649-8577
deric.weiss@tvfr.com

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the effective date shown in paragraph 1.1 above.

BY EXECUTION OF THIS CONTRACT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this _____ day of _____, 2025

Signature _____

Printed Name Mariana Ruiz-Temple

**State Fire Marshal
3991 Fairview Industrial Dr SE
Salem, OR 97302**

On Behalf of _____

Dated this _____ **day of** _____, 2025

Signature _____

Printed Name _____

Title _____

Address _____

City _____ **Zip** _____

On Behalf of _____
Dated this _____ **day of** _____, 2025

Signature _____

Printed Name _____

Title _____

Address _____

City _____ **Zip** _____

EXHIBIT A

Regional Team Primary Response Area Boundary Description

Region 9 includes the area within the boundary described below: The Region 9 boundary includes all of Tillamook County, except for the area serviced by Nestucca RFPD, Washington County in its entirety, and the portions of Multnomah County serviced by Tualatin Valley Fire and Rescue. From the point where the Clackamas County, Multnomah County, and Washington County boundary lines meet, the northern boundary of Region 9 extends east along the Clackamas County border to where it meets the Willamette River. The boundary then moves south along the Willamette River. The cities west of the Willamette River within the Tualatin Valley Fire and Rescue response area are included in Region 9, including the City of Lake Oswego and the City of West Linn. The boundary moves east and crosses the Willamette River, at the point due west of the northern boundary of Canby RFPD. Region 9 encompasses all of Canby RFPD. The boundary of Region 9 extends from Canby RFPD's most southwestern point, due west to the Marion County line. The boundary then extends south following the Marion County and Clackamas County line, to where it intersects with Highway 211. The boundary then runs west along highway 211, meeting the northern boundary of Woodburn RFPD. The boundary extends north, west, and south along the northern and western borders of Woodburn RFPD to the southernmost point of the shared boundary between Woodburn RFPD and St. Paul RFPD, then heads west along the southern border of St. Paul RFPD to the western Marion/Yamhill County line. Yamhill County is included in its entirety, except for areas served by Amity Fire District, Sheridan Fire District, and Willamina Fire District.

EXHIBIT B

INVENTORY OF
OSFM-Provided EQUIPMENT FOR RHMERT
As of June 2025

| DETECTION EQUIPMENT Item Name | OSFM ID TAG # | Serial # | Model # |
|---|----------------------|-----------------|----------------|
| Meter, Earth/Ground Test (Megger) w/ accessories | 25700-09022 | 250260 | |
| Kit, Grounding/Bonding Equipment, 2 ea 25ft & 50ft cables | N/A | N/A | N/A |
| Meter, Radiological Alarming Pocket Survey | 25700-04426 | 198698 (198710) | 2401 EC2A |
| Meter, Radiological Alarming Pocket Survey | 25700-04407 | 198709 (187097) | 2401 EC2A |
| Meter, Radiological Alarming Pocket Survey | 25700-04425 | 198710 (198709) | 2401 EC2A |
| Meter, Radiological Pancake Pocket Survey | 25700-04469 | 212649 (212641) | 2401-P |
| Meter, Radiological Pancake Pocket Survey | 25700-04470 | 212653 (212644) | 2401-P |
| Meter, Radiological Pancake Pocket Survey | 25700-04471 | 212655 (212649) | 2401-P |
| Meter, Radiological Pancake Pocket Survey | 25700-07510 | 203882 | |
| Meter, Radiological Pancake Pocket Survey | 25700-07509 | 204179 | |
| Monitor, Canberra Ultraradiac Radiation | 25700-09031 | 6063512 | MRAD113 |
| Monitor, Canberra Ultraradiac Radiation | 25700-05361 | 6063562 | MRAD113 |
| Monitor, Canberra Ultraradiac Radiation | 25700-05362 | 6063564 | MRAD113 |
| Monitor, Canberra Ultraradiac Radiation | 25700-05863 | 6063580 | MRAD113 |
| Monitor, Canberra Ultraradiac Radiation | 25700-05364 | 6063582 | MRAD113 |
| Monitor, Radiation SPRD 1 | 25700-09474 | SN 10474 | SPRD |
| Monitor, Radiation SPRD 1 KIT | N/A | SN 13012 | SPRD |
| Monitor, Radiation SPRD 2 | 25700-09475 | SN 10592 | SPRD |
| Monitor, Radiation PRD 1 | 25700-09439 | SN 11873 | PRD |
| Monitor, Radiation PRD 2 | 25700-09440 | SN 11838 | PRD |
| Monitor, Radiation PRD 3 | 25700-09441 | SN 11856 | PRD |
| Monitor, Radiation PRD 4 | 25700-09442 | SN 11872 | PRD |
| Monitor, Radiation ERK-525 1 | 25700-07563 | D5252171 | DSM-525 |
| Monitor, Radiation ERK-525 2 | N/A | N/A | DSM-525 |
| MINIRAE 3000 SYSTEM PID W/ 106.EV LAMP | 25700-007165 | 592-909959 | |
| MiniRAE Charging Cradle | | | |
| MULTI RAE LITE | 25700-07502 | MAB3Z051Q4 | |
| Multi Rae Lite | 25700-07503 | M01BA2FET7 | |
| Multi Rae Lite | 25700-07504 | M01B0765R6 | |
| ToxiRAE Pro | 25700-09030 | | |
| ToxiRAE Charger | 25700-07502 | | |
| ToxiRAE Pro | 25700-09023 | | |

| | | | |
|---|----------------------|-----------------|--------------------|
| ToxiRAE Charger | 25700-07508 | | |
| Echo View | 25700-08628 | F043001100 | |
| Ultra Rae 3000 | 25700-07273 | 596-908549 | |
| Ultra Rae 3000 Charging Cradle | 25700-07274 | 166U2W1934 | |
| AutorAE 2 Controller | 25700-08576 | | |
| AutorAE ToxiRAE Calibration Cradle | 25700-08589 | | |
| AutorAE MultiRAE Calibration Cradle | 25700-08563 | | |
| AutoRAE PID Calibration Cradle | 25700-07299 | | |
| AutoRAE PID Calibration Cradle | 25700-07300 | | |
| Drager X-Act 5000 Kit | 25700-07318 | ARJN-0003 | |
| One Kit | 25700-06986 | | |
| EPA 10 Step Kit | 25700-09024 | | |
| Kit, Raid 5 (2) | N/A | N/A | N/A |
| Gemini, Handheld Analyzer, Thermo Scientific | 25700-08884 | GM4031 | S3-T, Ramen/FTIR |
| ELECTRONICS | OSFM ID TAG # | Serial # | Model # |
| Item Name | | | |
| Camera, Thermal Imaging, Flir | 25700-08643 | 72212899 | K65 |
| Computer, Monitor | 25700-07140 | | |
| Computer, Monitor | 25700-07139 | | |
| Tablet, iPad: Apple 11 inch iPad Pro Wi-Fi + Cellular - 2nd generations w/ Apple Care 2 years (carry in)and Ubran Armor Gear Metropolis Series Case | 25700-07421 | DMFPGF1YGPV16 | |
| MiFi, Verizon Jetpack | 25700-09087 | 990016873332280 | MiFi8800L |
| Phone, Cell | | | Samsung Flip Phone |
| Satellite, Starlink Gen3 | 25700-09508 | 4PBA00345632 | UTA-232 |
| TV, Apple | 25700-09025 | | |
| LEAK CONTROL EQUIPMENT | OSFM ID TAG # | Serial # | Model # |
| Item Name | | | |
| Air Bag System | ER2788 | | |
| Clamps, Dome Cover 3/Set | ER2726 | | |
| Clamps, Dome Cover 3/Set | ER2727 | | |
| Kit, Chlorine "A" | ER1037 | | |
| Kit, Chlorine "B" | ER1036 | | |
| Kit, Chlorine "C" | ER1035 | | |
| RAILROAD TANK CAR GAUGE KIT | 25700-06980 | | |
| Leaker 6000 | 25700-06854 | | |
| Midland Kit Box 1 | 25700-09026 | | |
| Midland Kit Box 2 | 25700-09027 | | |
| Midland Kit Box 3 | 25700-09028 | | |
| MISC EQUIPMENT | OSFM ID TAG # | Serial # | Model # |
| Item Name | | | |
| Cones, Traffic approx 20 | | | |

| Item Name | OSFM ID TAG # | Serial # | Model # |
|--|---------------|----------|---------|
| Drum Up Ender | ER1010 | | |
| Vest set, Incident Command (set of 6 ea) | | | |
| PERSONAL PROTECTIVE EQUIPMENT | | | |
| Air-Paks, Scott X3 Pro SCBA with Buddy Breather, Chest Strap/Mask Clip: X8915026305H04 | | | |
| Air-Paks, Scott X3 Pro SCBA with Buddy Breather, Chest Strap/Mask Clip: X8915026305H04 | | | |
| Air-Paks, Scott X3 Pro SCBA with Buddy Breather, Chest Strap/Mask Clip: X8915026305H04 | | | |
| Air-Paks, Scott X3 Pro SCBA with Buddy Breather, Chest Strap/Mask Clip: X8915026305H04 | | | |
| Air-Paks, Scott X3 Pro SCBA with Buddy Breather, Chest Strap/Mask Clip: X8915026305H04 | | | |
| Air-Paks, Scott X3 Pro SCBA with Buddy Breather, Chest Strap/Mask Clip: X8915026305H04 | | | |
| Air-Paks, Scott X3 Pro SCBA with Buddy Breather, Chest Strap/Mask Clip: X8915026305H04 | | | |
| Air-Paks, Scott X3 Pro SCBA with Buddy Breather, Chest Strap/Mask Clip: X8915026305H04 | | | |
| Boots, Chemical Resistant - approx 20 pr asst sizes (Tingley) | | | |
| Cylinder, Scott, 60min, 5500psi, 60min, 200973-01 | | | |
| Cylinder, 60min, 5500psi, 60min | | | |
| Cylinder, 60min, 5500psi, 60min | | | |
| Cylinder, 60min, 5500psi, 60min | | | |
| Cylinder, 60min, 5500psi, 60min | | | |
| Cylinder, 60min, 5500psi, 60min | | | |
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| Cylinder, 60min, 5500psi, 60min | | | |
| Cylinder, 60min, 5500psi, 60min | | | |
| Cylinder, 60min, 5500psi, 60min | | | |
| Cylinder, 60min, 5500psi, 60min | | | |
| Devices, Personal Floatation (PFD) - 6 ea | | | |
| Hand Release - Quick - 8 each | | | |
| Hat, Hard, Petzl - 6 ea | | | |
| Mask, Scott, Vision C5 Mask with Kevlar Headnet FP1MK0002M10010 | | | |

| | | | |
|--|--|-----------------------|---------------|
| Mask, Scott, Vision C5 Mask with Kevlar Headnet FP1MK0002M10010 | | | |
| Mask, Scott, Vision C5 Mask with Kevlar Headnet FP1MK0002M10010 | | | |
| Mask, Scott, Vision C5 Mask with Kevlar Headnet FP1MK0002M10010 | | | |
| Mask, Scott, Vision C5 Mask with Kevlar Headnet FP1MK0002M10010 | | | |
| Mask, Scott, Vision C5 Mask with Kevlar Headnet FP1MK0002M10010 | | | |
| Mask, Scott, Vision C5 Mask with Kevlar Headnet FP1MK0002M10010 | | | |
| Mask, Scott, Vision C5 Mask with Kevlar Headnet FP1MK0002M10010 | | | |
| PASS Device - Super Pass II | | | |
| PASS Device - Super Pass II | | | |
| PASS Device - Super Pass II | | | |
| PASS Device - Super Pass II | | | |
| PASS Device - Super Pass II | | | |
| PASS Device - Super Pass II | | | |
| PASS Device - Super Pass II | | | |
| PASS Device - Super Pass II | | | |
| PASS Device - Super Pass II | | | |
| Suit, Kappler, Zytron 300, Decon (L/XL) | | | |
| Suit, Kappler, Zytron 300, Decon (L/XL) | | | |
| Suit, Kappler, Zytron 300, Decon (L/XL) | | | |
| Suit, Kappler, Zytron 300, Decon (L/XL) | | | |
| Suit, Kappler, Zytron 300, Decon (2X/3X) | | | |
| Suit, Kappler, Zytron 300, Decon (2X/3X) | | | |
| Suit, TrellChem EVO Chemical (XL) | | 6002716 10/12/2016 | EVO |
| Suit, TrellChem EVO Chemical (L) | | 600342 12/4/2018 | EVO |
| Suit, Kappler Frontline 500, Level A, 2X/3X | | 29673 5/22/2019 | Frontline 500 |
| Suit, Kappler Frontline 500, Level A, 2X/3X | | 122692 9/9/2020 | Frontline 500 |

| | | | |
|---|----------------------|--------------------|----------------|
| Suit, Kappler Frontline 500, Level A, LG/XL | | 122695 9/9/2020 | Frontline 500 |
| Suit, Kappler Frontline 500, Level A, LG/XL | | 122696 9/9/2020 | Frontline 500 |
| Suit, Kappler Frontline 500, Level A, LG/XL | | 122699 9/9/2020 | Frontline 500 |
| Suit, Kappler Frontline 500, Level A, SM/MD | | 122700 9/9/2020 | Frontline 500 |
| Kit, Digital Pressure Test Kit | | 129629 | AKMOC |
| Suit, Class II Garments Lion Suits, M | | 7702611 763 | MT94 |
| Suit, Class II Garments Lion Suits, M | | 7702611 793 | MT94 |
| Suit, Class II Garments Lion Suits, L | | 7702612 063 | MT94 |
| Suit, Class II Garments Lion Suits, L | | 7702611 813 | MT94 |
| Suit, Class II Garments Lion Suits, L | | 7702611 843 | MT94 |
| Suit, Class II Garments Lion Suits, XL | | 7702612 123 | MT94 |
| Suit, Class II Garments Lion Suits, XL | | 7702612 293 | MT94 |
| Suit, Class II Garments Lion Suits, 2XL | | 7702612 653 | MT94 |
| Suit, MT-94 Lion Training Suits CMTRNFE, Medium | | | |
| Suit, MT-94 Lion Training Suits CMTRNFE, Large | | | |
| Suit, MT-94 Lion Training Suits CMTRNFE, Large | | | |
| Suit, MT-94 Lion Training Suits CMTRNFE, X- Large | | | |
| Suit, MT-94 Lion Training Suits CMTRNFE, X- Large | | | |
| Suit, MT-94 Lion Training Suits CMTRNFE, X- Large | | | |
| Suit, MT-94 Lion Training Suits CMTRNFE, XX- Large | | | |
| Suit, MT-94 Lion Training Suits CMTRNFE, XX- Large | | | |
| SUPPRESSION EQUIPMENT | OSFM ID TAG # | Serial # | Model # |
| Item Name | | | |
| Applicator, Pro Pak Foam | | | |
| Extinguisher, ABC Dry Chem - 20lb | ERO450 | | |
| Extinguisher, CO2 - 20lb | ERO466 | | |
| HMEP Training Props | OSFM ID TAG # | Serial # | Model # |
| Item Name | | | |

| | | | |
|------------------------------------|--|--|--|
| Chlorine "A" Kit Training Cylinder | | | |
| Chlorine "B" Kit End | | | |
| Chlorine "C" Kit Training Housing | | | |
| Rollover Prop | | | |
| Pipe Leak Simulator | | | |

EXHIBIT C

**FUNDING AVAILABLE FOR THE OSFM TO PURCHASE AND MAINTAIN
OSFM-PROVIDED EQUIPMENT FOR RHMERT
2025-2027 Biennium Funding**

**Funding Available for the OSFM to
Purchase and Maintain OSFM-Provided Equipment.....\$16,000.00**

Vehicle(s) and Equipment Loans. The OSFM agrees to loan to the RHMERT the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement. Replacement of OSFM-Provided Equipment, including but not limited to capital equipment, expendable items, PPE, and other equipment, will be provided as necessary by prior approval of OSFM, pursuant to Section 3.4 and OSFM's approved purchasing process.

The OSFM encourages Contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

OSFM-Provided PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021, all applicable provisions of ORS chapters 279A and 279B, and Contractor's own procurement ordinances, codes, rules and regulations.

EXHIBIT D

SPECIALIZED TRAINING FOR RHMERT 2025-2027 Biennium Funding

Funds for approved Technician level specialized training are available under this Agreement as follows:

Funding Available for Specialized Training for RHMERT\$55,077.60

Funding is calculated by **24** team members x \$2,294.90. It is not the intent of the OSFM for each team member to receive or be limited to \$2,294.90. Reimbursement for training cost during 2025-2027 biennium is not to exceed \$55,077.60 for the RHMERT.

The OSFM will provide funding for advanced training and education to Contractor's RHMERT Members as specified in this exhibit if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations and be approved by OSFM. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses at the rates specified in Section 30 of this Agreement utilizing funds in this exhibit to pay for all above mentioned expenses.

Contractor may elect to use up to 100% of funding available in this exhibit for the reimbursement of personnel costs incurred as a result of RHMERT employees attending advanced training. OSFM will track how money is spent, and see if it is feasible to continue allowing 100% of funding available in this exhibit for the reimbursement of personnel costs in future contracts.

In addition to the specialized training costs in Exhibit D of this agreement, and to help alleviate department costs of technician training for the RHMERT Program, OSFM agrees to pay the cost of registration, per diem, personnel costs, and travel expenses to send one student per RHMERT through Technician Training during the biennium if approved by OSFM, in writing, prior to the request for those funds. If student attends the Hybrid Technician Academy with minimal personnel costs, OSFM agrees to pay these costs for a second student during the same biennium.

On a case-by-case basis, additional specialized training funds may be available for new team members to attend Technician Part I & II.

EXHIBIT E

MEDICAL SURVEILLANCE FOR RHMERT 2025-2027 Biennium Funding

Funds for approved medical surveillance exams are available for Contractor's RHMERT Members under this Agreement as follows:

Up to **24** of Contractor's RHMERT Members may receive medical surveillance exam(s), up to a maximum cost of \$756.39 per person. Total Medical Surveillance examinations for all members of the RHMERT shall not exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 2025-2027 biennium. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance **is not** based on the maximum per-person allowance, but rather on \$756.39 per person **average** cost. This allows **flexibility** in the per-person cost **within** the maximum funding available for medical surveillance.

Funding Available for Medical Surveillance Exams for RHMERT

Not to Exceed.....\$18,153.36

EXHIBIT F

Extraordinary Response Cost Fee Schedule – Part I 2025-2027

SECTION 1: Extraordinary Response Costs Reimbursed to Contractor

Pursuant to Section 4 of this Agreement, OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for OSFM-approved extraordinary response costs incurred by Contractor in response to a hazardous materials incident at the following rates:

| <u>Item</u> | <u>Cost</u> |
|---|--------------------------------------|
| OSFM-owned Cellular..... | \$50.00 per incident per phone (SMR) |
| Mobile and Specialized Mobile Radio | Actual Replacement Expense |
| Contractor-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident | Actual Replacement Expense |
| Contractor-owned Materials and Supplies..... | Actual Replacement Expense |
| Exposure Medical Exam..... | Actual Expense |
| RHMERT Operations Rehabilitation Costs | Actual Expense |
| Rental of equipment or materials by Contractor..... | Actual Expense |

Any Contractor-owned vehicles and apparatus used during a RHMERT Operation not listed above will be charged at a rate identified in the OSFM State Mobilization Plan under Equipment Rates, available for review on OSFM's website.

Source of replacement materials and supplies may be selected by Contractor.

EXHIBIT F (cont'd)**SECTION 2: Extraordinary Response Costs Not Reimbursed to Contractor**

OSFM shall not pay compensation to Contractor for the following non-reimbursed extraordinary response costs, but OSFM will seek compensation from the Responsible Person(s) for Contractor's use of OSFM-Provided Equipment, and other extraordinary response costs incurred in response to a Hazardous Materials Incident at the following rates:

| <u>Item</u> | <u>Cost</u> |
|---|----------------------------|
| Use of OSFM-owned or provided HM Heavy-Duty Response Vehicle | \$240.00 per hour |
| Use of OSFM-owned or provided HM Initial Response Vehicle and Trailer | \$150.00 per hour |
| Repair or replacement of OSFM-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident | Actual Replacement Expense |
| OSFM-owned or provided Materials and Supplies | Actual Replacement Expense |
| Exposure Medical Exam | Actual Expense |
| Rental of equipment or materials by OSFM..... | Actual Expense |
| Source of replacement materials and supplies shall be selected by the OSFM. | |

Other Associated Costs

A response to a hazardous materials incident may incur other extraordinary response costs which cannot be anticipated. These costs may include, but are not limited to, replacement and repair costs for damaged or expended equipment and supplies. OSFM shall seek compensation from the Responsible Person(s) for these other associated extraordinary response costs on an actual cost basis.

EXHIBIT G**Extraordinary Response Cost Fee Schedule – Part II****COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL**
2025-2027

OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for Contractor personnel utilized in response to a hazardous materials Incident at the following rates:

| <u>Personnel Category</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| HazMat Team Member – Non-Officer/Firefighter – Straight Time | \$95.83 |
| HazMat Team Member – Non-Officer/Firefighter – Overtime | \$113.08 |
| HazMat Team Member – Non-Officer/Engineer – Straight Time | \$100.11 |
| HazMat Team Member – Non-Officer/Engineer – Overtime | \$119.25 |
| HazMat Team Member – Officer/Lieutenant - Straight Time | \$105.58 |
| HazMat Team Member – Officer/Lieutenant - Overtime | \$127.12 |
| HazMat Team Member – Officer/Captain - Straight Time | \$112.97 |
| HazMat Team Member – Officer/Captain - Overtime | \$137.77 |
| HazMat Team Member – Officer/Deputy Fire Marshal II - Straight Time | \$130.70 |
| HazMat Team Member – Officer/Deputy Fire Marshal II - Overtime | \$158.98 |
| HazMat Team Member – Officer/Battalion Chief - Straight Time | \$132.04 |
| HazMat Team Member – Officer/Battalion Chief- Overtime | \$165.23 |
| HazMat Team Member – Officer/Division Chief - Straight Time | \$195.47 |

All other support personnel at actual costs.

EXHIBIT H

**FUNDING FOR PROGRAM OUTREACH FOR RHMERT
2025-2027 Biennium Funding**

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

Funding Available for RHMERT Program Outreach.....\$6,342.00

EXHIBIT I

**FUNDING FOR SUB-COMMITTEE AND SPECIAL PROJECTS PARTICIPATION FOR
RHMERT
2025-2027 Biennium Funding**

Funds for approved sub-committee and special projects participation.

Funds can be used for personnel and backfill costs associated with team members participating on a sub-committee or special project. Associated travel and per diem costs shall also be deducted from this fund.

Funding available in this exhibit for the reimbursement of sub-committee or special projects costs.

Funding Available for Sub-Committee and Special Projects Participation for RHMERT

.....\$5,000.00

EXHIBIT J

**SUMMARY - 2025-2027 BIENNIUM FUNDING AVAILABLE
FOR STAND-BY COSTS**

| | |
|--|--------------------|
| Funding Available For OSFM to Purchase And Maintain OSFM-Provided Equipment for RHMERT – 2025-2027 Biennium Funding - (See Exhibit C) | \$16,000.00 |
| Specialized Training for RHMERT –2025-2027 Biennium Funding - (See Exhibit D) | \$55,077.60 |
| Medical Surveillance for RHMERT–2025-2027 Biennium Funding - (See Exhibit E) | \$18,153.36 |
| Funding for Contractor Program Outreach for RHMERT–2025-2027 Biennium Funding – (See Exhibit H) | \$6,342.00 |
| Funding for Contractor Sub-Committee and Special Project Participation for RHMERT– 2025-2027 Biennium Funding (See Exhibit I) | \$5,000.00 |
| <hr/> Total 2025-2027 Biennium Funding Available for Stand-By Costs for RHMERT¹.....\$100,572.96 | |

¹ This not-to-exceed amount reflects the total compensation for the RHMERT. In the event that the RHMERT consists of multiple contractors, the contractor tasked with Team Administration shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the amount identified in this Exhibit J.

EXHIBIT K

State Spill Response Revolving Fund

2025-2027 Biennium Funding.....\$300,000.00

This is the ***Total*** State Spill Revolving Funding limitation available for the 2025-2027 biennium RHMERT services by ***all*** Contracted RHMERT's. This does ***not*** guarantee that any Contractor will be reimbursed for any specific amount from the State Spill Revolving Fund; only that funding in this amount is available for reimbursement of emergency response team costs within any OSFM limitation or appropriation.

RECOGNITION

Years of Service Pins



Gordon Hovies
15 Years of Service



Randy Lauer
15 Years of Service

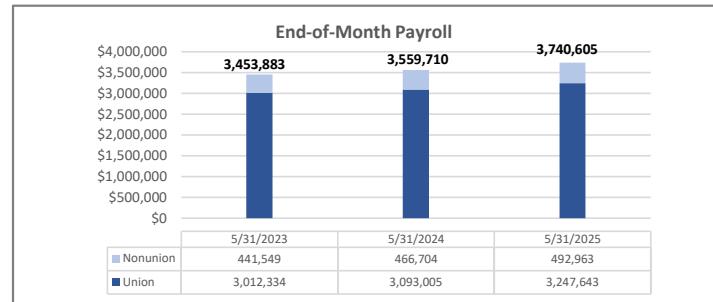
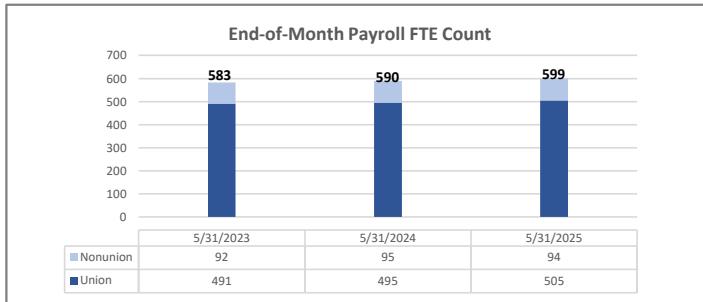
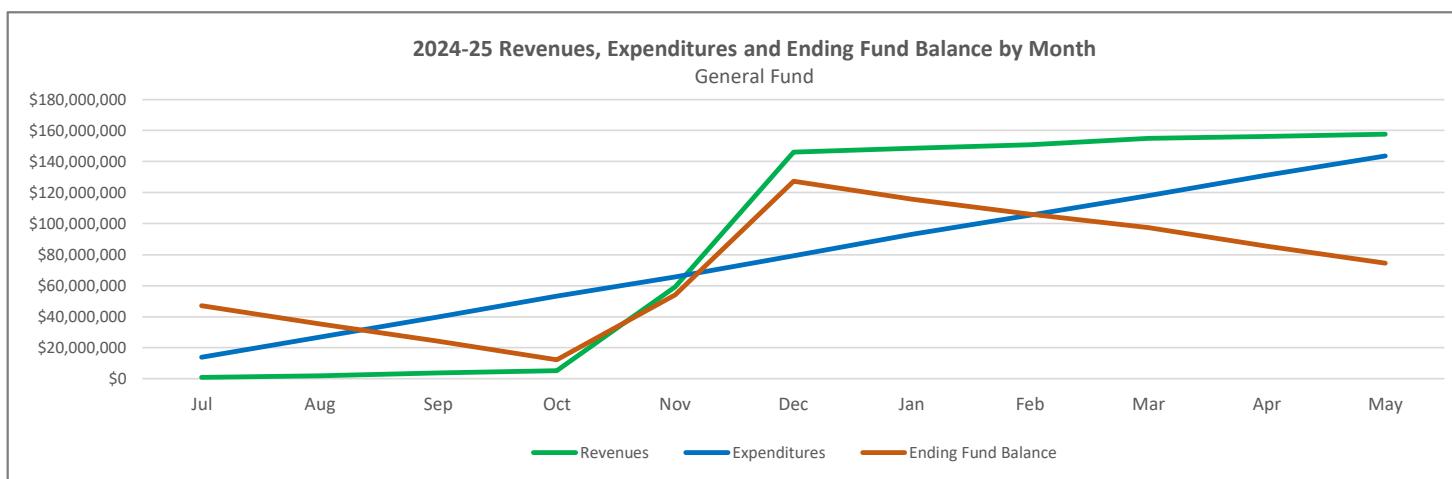
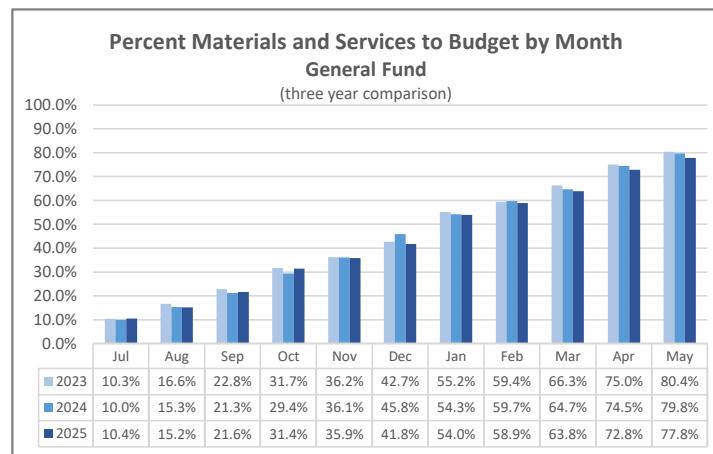
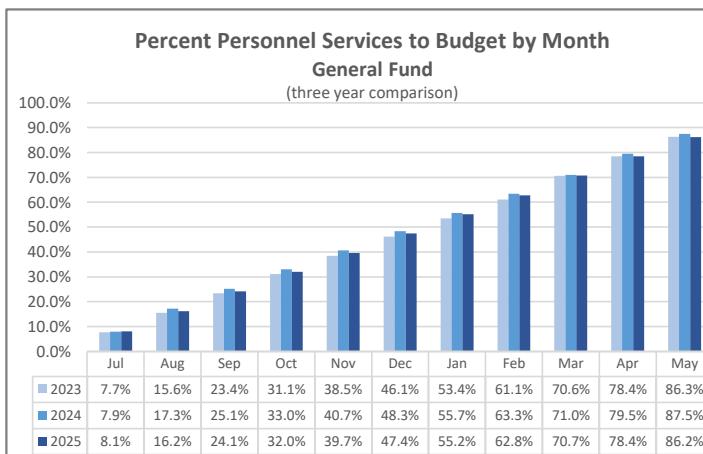
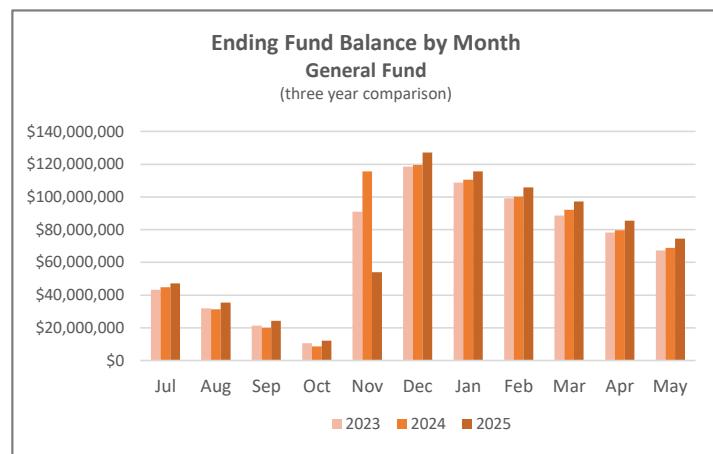
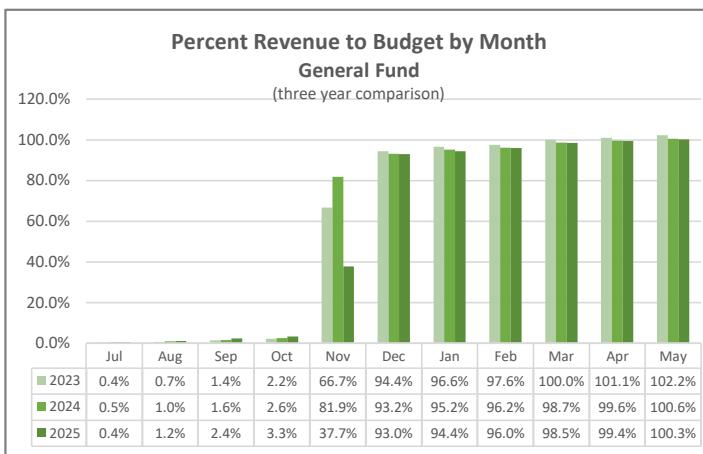


Bob Wyffels
40 Years of Service

PUBLIC PARTICIPATION

STAFF PRESENTATION

FINANCE REPORT





Condensed Statement of Budget vs
Sources and Uses of Funds
For the Period Ended May 31

GENERAL
FUND 10

Benchmark: 91.67%

| GENERAL FUND | 2024-25 | | | | 2023-24 | |
|----------------------------------|-----------------------|-----------------------|--|-----------------------|-----------------------|-----------------------|
| | Original Budget | Y-T-D Actual | Variance with Budget Positive (Negative) | Actual as % of Budget | Y-T-D Actual | Actual as % of Budget |
| Sources of Funds | | | | | | |
| Beginning Fund Balance | \$ 56,097,710 | \$ 60,434,290 | \$ 4,336,580 | 107.73% | \$ 57,022,296 | 106.84% |
| Property Tax Current | 147,815,537 | 144,067,197 | (3,748,340) | 97.46% | 139,488,523 | 99.39% |
| Property Tax-Prior Years | 1,200,000 | 997,295 | (202,705) | 83.11% | 1,015,192 | 75.94% |
| Tax In Lieu Of Property Tax | 117,504 | 103,710 | (13,794) | 88.26% | 112,169 | 95.46% |
| Forest Revenue | 200,000 | 136,658 | (63,342) | 68.33% | 158,866 | 39.82% |
| Investment Earnings | 1,940,000 | 3,822,572 | 1,882,572 | 197.04% | 3,961,123 | 297.67% |
| Charges for Services | 5,027,326 | 6,720,204 | (1,692,878) | 133.67% | 4,945,470 | 98.56% |
| Rental Revenue | 77,900 | 69,334 | (8,566) | 89.00% | 64,869 | 83.27% |
| Insurance Refunds | 500,000 | 897,839 | 397,839 | 179.57% | 894,948 | 178.99% |
| Other Revenue | 326,800 | 876,097 | 549,297 | 268.08% | 360,279 | 111.44% |
| Total Revenues | 157,205,067 | 157,690,907 | 485,840 | 100.31% | 151,001,442 | 101.04% |
| Total Available Resources | \$ 213,302,777 | \$ 218,125,197 | \$ 4,822,420 | 102.26% | \$ 208,023,738 | 102.56% |
| Uses of Funds | | | | | | |
| Personnel Services | \$ 149,495,519 | \$ 128,807,987 | \$ 20,687,532 | 86.16% | \$ 125,617,443 | 87.50% |
| Materials & Services | 17,758,215 | 13,809,395 | 3,948,820 | 77.76% | 12,996,775 | 79.75% |
| Transfer To Other Funds | 2,011,000 | 1,009,298 | 1,001,702 | 50.19% | 509,116 | 50.37% |
| Contingency | 4,000,000 | - | 4,000,000 | 0.00% | - | 0.00% |
| Total Expenditures | 173,264,734 | 143,626,681 | 29,638,053 | 82.89% | 139,123,334 | 84.48% |
| Ending Fund Balance | \$ 40,038,043 | \$ 74,498,517 | (2) \$ 34,460,474 | 186.07% | \$ 68,900,403 | 180.67% |

⁽¹⁾ Includes:

| | 2024-25 | 2023-24 |
|------------------------------------|----------|----------|
| Newberg Transport: | \$2,935K | \$2,587K |
| Other Medical Transport: | \$728K | \$1,110K |
| Conflagration & Deployment Claims: | \$2,154K | \$509K |

⁽²⁾ Includes \$3M in assigned fund balance for the PERS reserve



Condensed Statement of Budget vs
Sources and Uses of Funds
For the Period Ended May 31

GENERAL
FUND 10

Benchmark: 91.67%

| GENERAL FUND | 2024-25 | | | 2023-24 | |
|-----------------------------------|----------------------|----------------------|-----------------------|----------------------|-----------------------|
| | Original Budget | Y-T-D Actual | Actual as % of Budget | Y-T-D Actual | Actual as % of Budget |
| Command Directorate | | | | | |
| Personnel Services | | | | | |
| Board of Directors | \$ 510 | \$ - | 0.00% | \$ - | 0.00% |
| Civil Service | 348,423 | 244,476 | 70.17% | 206,238 | 69.02% |
| Fire Chief's Office | 2,959,292 | 2,457,194 | 83.03% | 2,645,932 | 85.82% |
| Total Personnel Services | 3,308,225 | 2,701,669 | 81.67% | 2,852,170 | 84.32% |
| Materials and Services | | | | | |
| Board of Directors | 151,645 | 60,946 | 40.19% | 49,193 | 27.13% |
| Civil Service | 68,117 | 82,389 | (1) | 39,525 | 43.68% |
| Fire Chief's Office | 831,732 | 499,292 | 60.03% | 441,179 | 52.75% |
| Total Materials and Services | 1,051,494 | 642,627 | 61.12% | 529,897 | 47.82% |
| Total Command Directorate | \$ 4,359,719 | \$ 3,344,296 | 76.71% | \$ 3,382,067 | 75.31% |
| Business Directorate | | | | | |
| Personnel Services | | | | | |
| Logistics | \$ 1,269,366 | \$ 819,045 | 64.52% | \$ 555,776 | 64.93% |
| Supply | 1,446,798 | 1,154,462 | 79.79% | 813,574 | 84.92% |
| Organizational Health | 2,283,936 | 1,603,182 | 70.19% | 1,718,538 | 40.35% |
| Occupational Health and Wellness | 1,102,982 | 787,029 | 71.35% | 729,707 | 73.59% |
| Business Strategy | 1,120,778 | 1,013,701 | 90.45% | 902,502 | 90.82% |
| Fleet Maintenance | 1,949,453 | 1,611,134 | 82.65% | 1,651,184 | 74.18% |
| Facilities Maintenance | 1,484,620 | 1,327,562 | 89.42% | 1,425,867 | 92.88% |
| Total Personnel Services | 10,657,933 | 8,316,116 | 78.03% | 7,797,148 | 65.97% |
| Materials and Services | | | | | |
| Logistics | 1,363,786 | 1,093,455 | 80.18% | 190,009 | 54.57% |
| Supply | 2,449,276 | 1,836,544 | 74.98% | 146,478 | 66.35% |
| Organizational Health | 487,600 | 280,052 | 57.43% | 336,031 | 21.50% |
| Occupational Health and Wellness | 722,679 | 516,222 | 71.43% | 528,968 | 90.70% |
| Business Strategy | 108,220 | 9,967 | 9.21% | 40,792 | 37.69% |
| Fleet Maintenance | 1,119,344 | 916,333 | 81.86% | 872,560 | 74.06% |
| Facilities Maintenance | 869,039 | 736,069 | 84.70% | 944,392 | 87.10% |
| Total Materials and Services | 7,119,943 | 5,388,642 | 75.68% | 3,059,230 | 60.15% |
| Total Business Directorate | \$ 17,777,876 | \$ 13,704,758 | 77.09% | \$ 10,856,378 | 64.22% |
| Finance Directorate | | | | | |
| Personnel Services | | | | | |
| Finance | \$ 2,320,923 | \$ 1,985,303 | 85.54% | \$ 1,955,924 | 87.41% |
| Information Technology | 1,888,780 | 1,656,153 | 87.68% | 1,593,511 | 88.34% |
| Communications | 576,109 | 503,839 | 87.46% | 483,217 | 87.27% |
| Total Personnel Services | 4,785,812 | 4,145,295 | 86.62% | 4,032,652 | 87.76% |
| Materials and Services | | | | | |
| Finance | 1,209,945 | 938,521 | 77.57% | 958,398 | 81.19% |
| Information Technology | 2,560,547 | 1,857,915 | 72.56% | 1,811,611 | 77.15% |
| Communications | 3,007,732 | 2,808,935 | (2) | 2,786,295 | 100.86% |
| Total Materials and Services | 6,778,224 | 5,605,371 | 82.70% | 5,556,304 | 88.32% |
| Total Finance Directorate | \$ 11,564,036 | \$ 9,750,666 | 84.32% | \$ 9,588,956 | 88.08% |

(1) Overage due to new recruit screening tests.

(2) Overage due to timing of quarterly dispatch fees.



Condensed Statement of Budget vs
Sources and Uses of Funds
For the Period Ended May 31

GENERAL
FUND 10

Benchmark: 91.67%

| GENERAL FUND | 2024-25 | | | 2023-24 | |
|---|-----------------------|-----------------------------|-----------------------|-----------------------|-----------------------|
| | Original Budget | Y-T-D Actual | Actual as % of Budget | Y-T-D Actual | Actual as % of Budget |
| Operations Directorate | | | | | |
| Personnel Services | | | | | |
| Operations Admin | \$ 5,204,865 | \$ 6,310,615 ⁽¹⁾ | 121.24% | \$ 4,920,374 | 98.06% |
| Relief Pool Personnel | 15,568,750 | 12,549,592 | 80.61% | 12,547,973 | 81.51% |
| Stations / Specialty Teams | 92,685,664 | 81,488,036 | 87.92% | 81,312,977 | 89.11% |
| Emergency Management | 228,197 | 185,508 | 81.29% | 171,310 | 79.25% |
| Incident Management Team | 212,437 | 179,314 | 84.41% | 167,451 | 81.37% |
| EMS | 2,012,266 | 1,676,870 | 83.33% | 1,711,434 | 90.29% |
| Training | 3,359,735 | 2,472,613 | 73.60% | 2,301,159 | 76.75% |
| Recruits | 4,608,653 | 3,244,442 | 70.40% | 2,564,008 | 104.18% |
| Volunteers / Chaplains | 51,300 | 21,461 | 41.83% | 23,131 | 40.46% |
| Total Personnel Services | <u>123,931,867</u> | <u>108,128,451</u> | <u>87.25%</u> | <u>105,719,817</u> | <u>88.47%</u> |
| Materials and Services | | | | | |
| Operations Admin | 92,124 | 68,708 | 74.58% | 239,074 | 58.17% |
| Relief Pool Personnel | 558 | 380 | 68.10% | 13,256 | 39.27% |
| Stations / Specialty Teams | 1,279,243 | 1,242,904 ⁽²⁾ | 97.16% | 2,266,311 | 98.19% |
| Emergency Management | 36,332 | 24,659 | 67.87% | 21,744 | 59.42% |
| Incident Management Team | 4,589 | 771 | 16.80% | 63 | 1.20% |
| EMS | 387,182 | 199,988 | 51.65% | 273,630 | 58.56% |
| Training | 313,659 | 194,906 | 62.14% | 264,221 | 74.70% |
| Recruits | 121,315 | 92,417 | 76.18% | 350,026 | 99.73% |
| Volunteers / Chaplains | 156,394 | 115,288 | 73.72% | 120,627 | 68.19% |
| Total Materials and Services | <u>2,391,396</u> | <u>1,940,022</u> | <u>81.13%</u> | <u>3,548,953</u> | <u>85.65%</u> |
| Total Operations Directorate | \$ 126,323,263 | \$ 110,068,473 | 87.13% | \$ 109,268,770 | 88.38% |
| Strategic Services Directorate | | | | | |
| Personnel Services | | | | | |
| Fire and Life Safety | \$ 4,435,112 | \$ 3,567,181 | 80.43% | \$ 3,415,200 | 79.37% |
| Government Affairs | 1,997,638 | 1,623,006 | 81.25% | 1,490,897 | 86.13% |
| Media Services | 378,932 | 326,269 | 86.10% | 309,559 | 85.23% |
| Total Personnel Services | <u>6,811,682</u> | <u>5,516,456</u> | <u>80.99%</u> | <u>5,215,656</u> | <u>81.53%</u> |
| Materials and Services | | | | | |
| Fire and Life Safety | 89,681 | 51,965 | 57.94% | 72,992 | 54.78% |
| Government Affairs | 283,676 | 146,417 | 51.61% | 197,059 | 70.70% |
| Media Services | 43,801 | 34,352 | 78.43% | 32,339 | 88.84% |
| Total Materials and Services | <u>417,158</u> | <u>232,734</u> | <u>55.79%</u> | <u>302,391</u> | <u>67.44%</u> |
| Total Community Services Directorate | \$ 7,228,840 | \$ 5,749,190 | 79.53% | \$ 5,518,047 | 80.61% |
| District Non-Organizational | | | | | |
| Transfers | \$ 2,011,000 | \$ 1,009,298 | 50.19% | \$ 509,116 | 50.37% |
| Contingency | 4,000,000 | - | 0.00% | - | 0.00% |
| Total | \$ 6,011,000 | \$ 1,009,298 | 16.79% | \$ 509,116 | 10.54% |

⁽¹⁾ Includes \$1,686k of conflagration deployment costs.

⁽²⁾ Overage due to utilities.



Condensed Statement of Budget vs
Sources and Uses of Funds
For the Period Ended May 31

**CAPITAL PROJECTS
FUND 52**

Benchmark: 91.67%

| | 2024-25 | | | | 2023-24 | |
|----------------------------------|----------------------|----------------------|--|-----------------------|----------------------|-----------------------|
| | Original Budget | Y-T-D Actual | Variance with Budget Positive (Negative) | Actual as % of Budget | Y-T-D Actual | Actual as % of Budget |
| CAPITAL PROJECTS FUND | | | | | | |
| <i>Sources of Funds</i> | | | | | | |
| Beginning Fund Balance | \$ 56,325,000 | \$ 57,031,437 | \$ 706,437 | 101.25% | \$ 55,193,368 | 100.00% |
| Investment Earnings | 1,000,000 | 2,398,990 | 1,398,990 | 239.90% | 2,685,003 | 0.00% |
| Miscellaneous Revenue | - | 5,000 | 5,000 | 100.00% | - | 0.00% |
| Total Revenues | 1,000,000 | 2,403,990 | 1,403,990 | 240.40% | 2,685,003 | 0.00% |
| Total Available Resources | \$ 57,325,000 | \$ 59,435,427 | \$ 2,110,427 | 103.68% | \$ 57,878,371 | 0.00% |
| <i>Uses of Funds</i> | | | | | | |
| Personnel Services | \$ - | \$ 207 | (207) | 100.00% | \$ 682 | 0.00% |
| Materials & Services | 505,000 | 75,917 | 429,083 | 15.03% | 405,517 | 0.00% |
| Capital Outlay | 54,098,500 | 2,534,623 | 51,563,877 | 4.69% | 629,848 | 0.00% |
| Contingency | 2,721,500 | - | 2,721,500 | 0.00% | - | 0.00% |
| Total Expenditures | 57,325,000 | 2,610,747 | 54,714,253 | 4.55% | 1,036,048 | 1.99% |
| Ending Fund Balance | \$ - | \$ 56,824,680 | \$ 56,824,680 | 100.00% | \$ 56,842,324 | 0.00% |

2022 Bond Issuance Expenditures Include:

| | Project-to-Date |
|---------------------------|-----------------|
| 2022 Bond Program General | \$ 327,079 |
| Station 19 Midway | \$ 91,121 |
| Station 20 Newberg | \$ 846,638 |
| Station 21 Newberg | \$ 57,103 |
| Station 35 King City | \$ 1,381,409 |
| Station 62 Aloha | \$ 1,006,182 |
| Station 67 Beaverton | \$ 5,144 |
| Training Center | \$ 211,475 |
| Bond Apparatus | \$ 5,781,891 |

CORRESPONDENCE



May 30, 2025

Fire Chief Deric Weiss
11945 SW 70th Ave.
Tigard, OR. 97223-8566

Dear Chief Weiss,

The 2025 Oregon International Airshow at Hillsboro has successfully concluded. It is with the help of our agency partners that we can support this event. Tualatin Valley Fire and Rescue Heavy Squad 52 was an integral component to the response plan at the airshow. The capability to provide mass casualty resources is very important for an incident when access could be limited. Special thanks to Chief Haven and FF Joobbani for their coordination of resources for the show. On all three days your crews arrived on time and ready to work. They were flexible and followed directions which is very important on the airfield. I am grateful they did not need to deploy but having them there was comforting.

Our department's leadership, city officials, airshow leadership and the air boss commented on the exemplary operational readiness for an aircraft emergency and potential medical emergencies; we were ready. I would like to thank those who signed up to work the event on that cool weekend. I recognize this assignment also meant time away from their families and for that, I extend my thanks to the family members too.

At the heart of the work at the airshow is being ready and adaptable for all types of emergencies. This year's airshow was no exception, your crews showed up bringing their best and delivered on our mission. Thank you again for support and commitment to make this event successful.

Respectfully,

David Downey

Chief Downey



Comments of Appreciation

BC Mitchael, BC Esparza

Thank you for making my day yesterday! As I drove on Tualatin-Sherwood road yesterday, I saw one of your fire trucks blocking traffic with their lights going...and as I looked closer, I saw that the purpose was to allow a mother duck and her ducklings to safely cross the busy road! Thank you for your kindness. – Citizen Lewis

Engine 66

LT Christensen, AO Hendryx, FF De La Rosa, FF Driver

Citizen Sali recently called to express her appreciation for the crew that visited her home last month to change her smoke detectors. She was impressed by how professional and efficient they were.

Engine 35

LT Lawrence, AO Robinson, FF Gastelum-Plata, FF King

Your fire department that reported to my home, 3 June approximately 0900 was very exceptional, professional and overall they did a great job handling the situation at large while I was in a very hard place at the time. Your team helped me stay calm and gathered during the interaction I want to thank every one of them for what they did for me that day! THANK YOU AND KEEP UP THE GOOD WORK!! – Citizen Pugh

Comments of Appreciation

Engine 20
LT Bender, AO Ewing, FF Traff, FF Callahan

Rescue 20
FF Dunn, FF Hambley

A thank you message from citizen Fierro received for the response to Inc# 2025-006588, a chest pain call to his home on 6/8/2025.

He writes, “You guys are amazing for rescuing me from a heart attack on Sunday, June 8, 2025.”

Station 69
LT Witkowski, AO Moroney, FFPM Siemon, PM Heydon

Special thanks to the crew at Station 69 for helping a citizen safely remove their boot that had been stuck on May 27, 2025.

<https://www.tiktok.com/t/ZP8M96S1q/>

OLD BUSINESS

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

| | | | |
|-------------|--|-----------------------|------------------------|
| SUBJECT: | Board Policy Section 3 – Budget and Finance | FOR AGENDA OF: | June 24, 2025 |
| | | APPROVED FOR AGENDA: | Fire Chief Deric Weiss |
| | | DEPARTMENT OF ORIGIN: | Finance |
| PROCEEDING: | Second Reading and Discussion | DATE SUBMITTED: | June 12, 2025 |
| EXHIBITS: | Board Policy Section 3 – Budget and Finance | CLEARANCES: | Fire Chief's Office |

BUDGET IMPACT

| | | |
|------------------------------|-------------------------|--------------------------------|
| EXPENDITURE REQUIRED: -0- | AMOUNT BUDGETED: -0- | APPROPRIATION REQUIRED: -0- |
|------------------------------|-------------------------|--------------------------------|

BACKGROUND:

Staff presented Board Policy Section 3 – Budget and Finance, for the first reading at the May 27, 2025 Board of Directors' meeting. At that time, no further revisions were suggested, and the policy is now presented for second reading and Board approval.

RECOMMENDED ACTION:

Approve second reading of Board Policy Section 3 – Budget and Finance

PROPOSED MOTION:

"I move to approve the second reading of Board Policy Section 3 – Budget and Finance – Title by title only."

TUALATIN VALLEY FIRE AND RESCUE

BUDGET and FINANCE

SECTION 3

| <u>SECTION</u> | <u>PAGE</u> | |
|----------------|---|----|
| 3.1 | Adoption of Financial and Budget Policies | 3 |
| 3.2 | Formulation of District Budget | 4 |
| 3.3 | Budget Committee - Membership and Responsibilities | 5 |
| 3.4 | Budget Administration | 6 |
| 3.5 | Depositories and Disbursement of Funds | 8 |
| 3.6 | Investment Policy Statement for Short Term Operating Funds and Capital Funds | 9 |
| 3.7 | Purchase and Sale of Real Property..... | 14 |
| 3.8 | Power of District to Sell Bonds / Borrow Funds | 15 |
| 3.9 | Fund Balance Policy and Flow of Resources..... | 16 |
| 3.10 | System of Accounts..... | 17 |
| 3.11 | Audit | 18 |
| 3.12 | Property Inventory..... | 19 |
| 3.13 | Property Appraisal..... | 20 |
| 3.14 | Disposal of Surplus Property..... | 21 |
| 3.15 | Risk Management and Insurance Program | 22 |
| 3.16 | Agent of Record..... | 25 |
| 3.17 | Credit Cards | 26 |
| 3.18 | Business Travel..... | 27 |
| 3.19 | Pension Plan Administration | 28 |

SECTION 3 (Continued)

| | | |
|------|--|----|
| 3.20 | Volunteer LOSAP Administration..... | 29 |
| 3.21 | Deferred Compensation Administration | 30 |
| 3.22 | Reimbursement Plan Authorization Under IRC Section 125 Plan..... | 31 |
| 3.23 | Right to Discipline Acts of Fraud..... | 32 |
| 3.24 | Policy Approval..... | 33 |

SECTION 3.1 ADOPTION OF FINANCIAL AND BUDGET POLICIES

- A. The District shall be responsible to develop and maintain policies in the following areas:
 - 1. Financial planning and budget policies
 - 2. Revenue policies
 - 3. Expenditure policies
- B. Such policies shall be reviewed annually and adopted or affirmed by the Board of Directors during the budget process.

REFERENCES:

National Advisory Council on State and Local Budgeting
Government Finance Officers Association

DATE: December 14, 2004

REVISED: March 16, 2010

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.2 FORMULATION OF DISTRICT BUDGET

- A. The adopted budget document shall serve as the financial plan of operation and provide guidelines for carrying out the goals and objectives of the District.
- B. Within the budget process, the Board shall:
 - 1. Designate the District budget officer. (ORS 294.331)
 - 2. Approve budget committee members. (ORS 294.414)
 - 3. Conduct the budget hearing. (ORS 294.453)
 - 4. Adopt the budget, make appropriations, declare and categorize property tax amounts or rates. (ORS 294.456)
- C. The District's budget shall be prepared and adopted in full compliance with State of Oregon local budget law.
- D. The District's balanced budget policy is that a budget is considered balanced when the funds' total resources of beginning fund balance, revenues, and other financing sources are equal to the total of expenditures, other financing uses, and ending fund balance.
- E. The District shall develop its budget based on a responsible financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets, budget policies, cash management, and investment policies, programs and assumptions.
 - 1. Adopted budgets for the District shall be structured to achieve actual and forecasted results of operations that will meet long-term financial plans. The District's ending fund balance in the General Fund shall remain sufficient to meet five months of operating costs. District management will monitor revenues and budgeted expenditures during the year to ensure sufficient ending reserves are maintained.
 - 2. District staff shall ensure that sufficient reserves exist in each fund to equal or exceed the balances needed to meet or exceed requirements of that fund. This includes the reserve of at least five months of the current year's estimated expenditures in the General Fund.
 - 3. Fund balances in other funds must meet the demands of current and future obligations of each fund, including, but not limited to:
 - a. Projected capital replacement including apparatus, building construction, and repair and maintenance.

LEGAL REFERENCES:

ORS 294.305 to ORS 294.565

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.3

BUDGET COMMITTEE - MEMBERSHIP AND RESPONSIBILITIES

- A. The Budget Committee shall consist of the five members of the Board of Directors and five appointed community members. Appointed members shall be citizens from the community and shall not be affiliated with the District as an employee, volunteer or immediate family member of an employee or volunteer. (ORS 294.414[2,4])
- B. The Budget Committee shall receive no compensation for their services as members of the committee. (ORS 294.414[3])
- C. Terms of the appointed community members shall be three years, and shall be staggered. (ORS 294.414[5])
- D. At its first meeting after appointment in each budget year, the Budget Committee shall select a chairperson from its membership. (ORS 294.414[9])
- E. The Budget Committee shall hold one or more meetings to:
 - 1. Receive the budget message and document (ORS 294.403), and
 - 2. Provide the citizens of the District an opportunity to comment and ask questions on the budget. (ORS 294.426)

LEGAL REFERENCES

- ORS 294.414
- ORS 294.403
- ORS 294.426

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.4

BUDGET ADMINISTRATION

- A. The adopted budget is the financial plan developed to carry out the programs supporting the District's goals and objectives. No greater expenditure of public money shall be made for any specific purpose other than the amount appropriated, unless authorized by the Board of Directors. (ORS 294.456)
- B. The District shall expend monies only in compliance with ORS 294.305 to ORS 294.565. (ORS 294.338, ORS 294.456)
- C. Transfers of appropriations from one fund to another or within a fund shall take place only when authorized by board resolution or adoption of a supplemental budget. (ORS 294.463)
- D. Loans from one fund to another should be made only with authorizing resolution of the Board of Directors. (ORS 294.468)
- E. The Board of Directors authorizes the Fire Chief, or the Fire Chief's designee, to enter into public contracts without prior approval of the Board, provided such contracts do not exceed \$100,000 and are within budget parameters. The Board shall be informed at the next regularly scheduled board meeting if a public contract exceeds the \$100,000 limit solely as a result of change orders, when the contract is not one described in F. below.
- F. Purchases and contracts that are not subject to competitive bidding requirements, including contracts entered into by direct appointment or extended as allowed by the contract, and that are within budgeted parameters, may be entered into by the Fire Chief, or designee, without further approval by the Board. These items include, but are not limited to, employee insurances, including Workers' Compensation, Union Health Trust, medical, dental, or life; taxes and PERS payments; investments purchases as authorized by Board Policy 3.6, or other adopted investment policies; personal service contracts within contracted amounts for legal services, medical supervision services, dispatch data, video and voice connectivity; and property and liability insurance purchases. The Board of Directors shall be informed at the next regularly scheduled Board meeting of any expenditures in excess of \$100,000 made under this paragraph in these areas that are not expected to be within budgeted parameters.
- G. The Board will be provided financial reports on a regularly scheduled basis in which revenues and expenditures will be compared with budgeted appropriations.

H. In the event of an emergency, natural disaster or calamity, expenditures or authorization to borrow money not contemplated in the budget shall be authorized by:

1. The Board of Directors by resolution, or
2. The Fire Chief, the Fire Chief's successor by written order, or the Fire Chief's designee in the event prompt action is necessary to protect the public health or safety following such an emergency, when it is not practical to convene a meeting of the Board of Directors. (ORS 294.481)
3. The Fire Chief, the Fire Chief's successor, or the Fire Chief's designee shall have authority to approve and execute contracts in any amount without approval of the Board; provided, however, that the Fire Chief or the Fire Chief's successor shall make all reasonable efforts to obtain approval of the Board President before entering into a contract in excess of \$100,000.

LEGAL REFERENCES

ORS 294.338
ORS 294.456
ORS 294.463
ORS 294.468
ORS 294.481

DATE: September 24, 1996

REVISED: May 25, 2021

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.5

DEPOSITORIES AND DISBURSEMENT OF FUNDS

- A. The depositories for the District shall be designated by the Board. Funds shall be drawn out only by those person(s) authorized by the Board of Directors to sign checks and make disbursements. (ORS 478.460) Payments may be authorized to be made by check, electronic funds transfer, wire transfer or other transfer as determined to be appropriate and in consideration of establishing banking, funds transfer, and accounting practices by those person(s) authorized by the Board of Directors to make disbursements. (ORS 291.001[2])
- B. All receipts, other than pre-payments for records requests, will be deposited to the proper account as soon as possible after they are received. Bank deposits will be made no less than three times a week; Monday, Wednesday, and Friday, as needed. Any receipts not deposited into the bank upon day of receipt will be kept in the locked safe in the Finance Office.
- C. All accounts receivable invoices will be generated from the financial accounting software where internal controls are already in place. This is a preventative internal control designed to track transactions early in the accounting cycle.

LEGAL REFERENCES

ORS 478.460

ORS 291.001[2]

DATE: September 24, 1996

REVISED: July 23, 2019

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.6

INVESTMENT POLICY STATEMENT FOR SHORT TERM OPERATING FUNDS AND CAPITAL FUNDS

A. This policy applies to the investment of short-term operating funds and capital funds including bond proceeds. Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy.

Funds available for investment under this policy are generally expected to be in the range of \$5,000,000 to \$100,000,000 during the course of a fiscal year, depending upon the time of year and property tax calendar.

B. The District's investment objectives are:

1. Preservation of capital and the protection of investment principal.
2. Conformance with federal, state, and other legal requirements.
3. Maintenance of sufficient liquidity to meet operating requirements.
4. Avoidance of imprudent credit, market, or speculative risk. Attainment of a market rate of return throughout fiscal and economic cycles.

C. Delegation of Authority. The Chief Financial Officer is designated as the investment officer of Tualatin Valley Fire and Rescue and is responsible for investment decisions and activities under the direction of the Board of Directors. In the absence of the investment officer, the Controller, in conjunction with the Fire Chief, shall perform such duties in the case of an emergency or other unforeseen event, but shall directly report in writing all transactions to the Chief Financial Officer. The investment officer is responsible for setting investment policy and guidelines subject to review and adoption by the Board of Directors and, if required, the Oregon Short Term Fund Board. Further, the Chief Financial Officer will be responsible for the day-to-day operations of the investment process, which includes but is not limited to choosing what to buy or sell, from whom investments will be purchased, executing the buy/sell orders, producing the necessary reports, and supervising staff. In addition to the active management of the investment portfolio, the Chief Financial Officer is responsible for the maintenance of other written administrative procedures consistent with this policy and the requisite compliance. To further optimize the total return of the investment portfolio, the Chief Financial Officer will administer an active cash management program, the goal of which will be to maintain historical cash flow information, i.e., debt service; payroll; revenue receipts, and any extraordinary expenditures. Finally, the Chief Financial Officer shall be responsible for committing adequate financial support for staffing, training, telecommunications and computer hardware, systems and software, and any other necessary resources deemed appropriate for incremental benefit to the investment and cash management programs.

D. Prudence. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

E. Ethics and Conflicts of Interest. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees, officers and their families shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS 244.

F. Suitable and Authorized Investments. The Chief Financial Officer will diversify the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

(Definitions of terms and applicable authorizing statutes are listed in the "Summary of Investments Available to Municipalities" provided by the State Treasurer).

1. Investment Types. The following investments are permitted by this policy and ORS 294.035 and 294.810.

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

allocation is 100%. No more than 40% of the portfolio in any one agency, instrumentality, or sponsored enterprise.

- b. Certificates of Deposit (CD) from commercial banks in Oregon and insured by the Federal Deposit Insurance Corporation (FDIC). Maximum percent of portfolio allocation is 50%. Investments in Certificates of Deposit invested in any one institution shall not exceed 25% of the total available funds and 15% of the equity of the financial institution.
- c. Repurchase Agreements (Repos) purchased from any qualified institution provided the master repurchase agreement is effective and the safekeeping requirements are met. The repurchase agreement must be in writing and executed in advance of the initial purchase of the securities that are the subject of the repurchase agreement.
 - 1. ORS 294.035 (3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund Board.
 - 2. ORS 294.135 (2) limits the maximum term of any repurchase agreement to 90 days.
 - 3. Acceptable collateral:
 - (i) US Treasury Securities: 102%
 - (ii) US Agency Discount and Coupon Securities: 102%

Maximum percent of portfolio allocation is 5%. The Chief Financial Officer shall not enter into any reverse repurchase agreements.

- d. Banker's Acceptances (BA) that are (i) guaranteed by, and carried on the books of, a qualified financial institution, (ii) eligible for discount by the Federal Reserve System, and (iii) issued by a qualified financial institution whose short-term letter of credit rating is rated in the highest category (A-1, P-1, F-1) by one or more nationally recognized statistical rating organization.

Qualified institution means a financial institution that is located and licensed to do banking business in the state of Oregon; or a financial institution located in the states of California, Idaho, or Washington that is wholly owned by a bank holding company that

owns a financial institution that is located and licensed to do banking business in the state of Oregon.

Maximum percent of portfolio allocation is 25%. Investments in Bankers' Acceptances invested in any one institution shall not exceed 2.5% of the total available funds and 15% of the equity of the financial institution.

- e. Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Must be issued by a commercial, industrial or utility business enterprise, or by or on behalf of a financial institution, including a holding company owning a majority interest in a qualified financial institution. The combined total invested in corporate indebtedness may not exceed 15%. No more than 2.5% of the total portfolio with any one corporate entity.
 - 1. Commercial Paper (CP) rated on the trade date P-1 or better by Moody's Investors Service or A-1 or better by Standard & Poor's Corporation or equivalent rating by any nationally recognized statistical rating organization.
 - 2. Corporate indebtedness must be rated on trade date in a rating category of "Aa" or better by Moody's Investors Service or a rating category of "AA" or better by Standard & Poor's Corporation or equivalent by any nationally recognized statistical rating organization.
- f. Lawfully issued debt obligations of the agencies and instrumentalities of the State of Oregon or its political subdivisions with a long-term rating in a rating category of "A" or an equivalent rating or better or the highest category for short term municipal debt.

Lawfully issued debt obligations of the States of California, Idaho or Washington or their political subdivisions with a long-term rating in a rating category of "AA" or an equivalent rating or better or the highest category for short term municipal debt. Maximum percent of portfolio allocation is 10%. No more than 10% of the total portfolio in any one issuing entity.

Such obligations may be purchased only if there has been no default in payment of either the principal or the interest on the obligations of the issuing county, port, school district or city, for a

period of five years next preceding the date of the investment, per ORS 294.040.

- g. State of Oregon Investment Pool. Maximum allowed per ORS 294.810, with the exception of pass-through funds (in and out within 10 days). A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. The Chief Financial Officer shall perform a periodic review of:
 - 1. Pool's investment policy and objectives
 - 2. Interest calculations and how it is distributed
 - 3. How the securities are safeguarded
 - 4. How often the securities are priced
- h. Market Interest Accounts and Checking Accounts. TVF&R shall maintain necessary allocation needed for daily cash management efficiency.
 - 1. Callable securities. The maximum percent of callable securities in the portfolio shall be 35%.
- i. Summary of permitted investments

| Investment Type | Maximum Maturity | Maximum Portfolio Allocation | Maximum Allocation Per Issuer | Minimum Rating |
|---------------------------------------|------------------|--|-------------------------------|----------------|
| U.S. Treasuries | 18 Months | 100% | 100% | - |
| Federal Agencies | 18 Months | 100% | 40% | - |
| Time CDs | 18 Months | 50% | 5% | FDIC Insured |
| Repurchase Agreements | 90 days | 5% | - | Collateralized |
| Banker's Acceptances | 180 days | 25% | 2.5% | A-1 |
| Corporate Notes | 12 Months | 15% | 2.5% | AA |
| Commercial Paper | 270 days | 15% | 2.5% | A-1 |
| OR Munis | 12 Months | 10% | 5% | A |
| ID, CA, WA Munis | 12 Months | 10% | 5% | AA |
| Oregon Short Term Fund | - | Amount established by ORS 294.810 | - | - |
| Market Interest and checking accounts | - | Amount necessary for daily cash management | - | - |

- G. Investment Maturity. Maturity limitations shall depend upon whether the funds being invested are considered short-term operating funds or long-term funds.

Maturities shall not exceed 18 months. Maturities shall be structured to meet anticipated cash needs.

1. Short Term Operating Funds Portfolio. Generally, those funds in the General Fund, Debt Service, and Special Revenue Funds will be invested for periods less than 12 months. Identified budgeted fund balance carryovers in those funds may be available for investment periods up to 18 months.
2. Longer Term Portfolio. Instruments and diversification for the long-term portfolio shall be the same as for the short-term portfolio. However, investments with a maturity of 12 months or more shall be limited to US Agency or Treasury securities to minimize credit risk.

Capital projects funds will be invested according to projected cash flow utilization.

The Insurance Fund, which acts as an emergency fund for catastrophic claims, may have 50% of its investments invested in securities up to 18 months.

H. Competitive Selection of Investment Instruments. When appropriate, the Chief Financial Officer shall obtain competitive bids and offers on investments for purchase and sale transactions. It will be the responsibility of the Chief Financial Officer to monitor the daily estimated returns of the Oregon Short Term Fund, Treasury bill returns, and make determination of the investment purchase and redemption process. If a specific maturity date is required, either for cash flow purposes or for conformity to maturity guidelines, offers will be requested for instruments, which meet the maturity requirement. If no specific maturity is required, a market trend (yield curve) analysis will be conducted to determine which maturities would be most advantageous.

The Chief Financial Officer will accept the offer that provides the highest rate of return within the maturity required and within the parameters of these policies.

I. Qualified Institutions. All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295. The Chief Financial Officer shall maintain a listing of all authorized dealers and financial institutions that are approved for investment purposes. Any firm is eligible to make an application to the investment officer, and upon due consideration and approval, may be added to the list. Additions or deletions to the list will be made at the Chief Financial Officer's discretion. At the request of the Chief Financial Officer, the firms performing investment services for the District shall provide their most recent financial statements or Consolidated Report of Condition (call report) for review. The Chief Financial Officer shall monitor each active firm's creditworthiness to determine whether it should be on the authorized list.

J. Safekeeping and Collateralization. Investment securities purchased by the District will be delivered by either Fed book entry or DTC, and held in third party safekeeping by a designated custodian. The trust department of a bank may be designated as custodian for safekeeping securities purchased from that bank. The purchase and sale of all securities will be executed on a delivery versus payment basis to ensure that securities are deposited in the District's safekeeping institution prior to the release of funds.

Deposit-type securities (i.e. certificates of deposit) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295. All securities will be evidenced by safekeeping receipts in the District's name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

K. Monitoring and Adjusting the Portfolio. The investment officer will routinely monitor the contents of the portfolio, compare the holdings to the available markets, changes in credit quality and benchmarks and the relative values of competing instruments. If there are advantageous transactions, the portfolio may be adjusted accordingly.

L. Internal Controls. The investment officer shall maintain a system of written internal controls, which shall be reviewed annually by the independent auditors or reviewed upon any extraordinary event, such as the turnover of key personnel, or the discovery of any inappropriate activity. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, or imprudent actions.

M. Accounting Method. The District shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP).

N. Reporting Requirements. The investment officer shall be responsible for generating daily and monthly reports for management purposes. In addition, the Board of Directors will be provided quarterly reports, which will include data on investment instruments being held, portfolio activity, and market value as well as any narrative necessary for clarification that allows the Board of Directors to ascertain whether investment activities during the reporting period have conformed to the investment policy.

O. Performance Evaluation. The performance of the District's portfolio shall be compared to the performance of the US Treasury Rates.

P. Investment Policy Adoption. The District's investment policy will be formally adopted by the Board of Directors and reviewed for appropriate modifications on a biennial basis, as per the Board policy review process outlined in Board policy 1.7D. If investments exceeding a maturity of 18 months are contemplated, further review and comment by the Oregon Short Term Fund Board will be sought and thereafter this policy will be readopted annually even if there are no changes (ORS 294.135a). Any amendments shall be approved by the Board of Directors.

LEGAL REFERENCES

ORS 294.004

ORS 294.035 to ORS 294.053

ORS 294.125 to ORS 294.155

ORS 294.810

DATE: September 24, 1996

REVISED: July 23, 2019

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.7

PURCHASE AND SALE OF REAL PROPERTY

- A. The purchase, lease, trade, or sale of all real property by the District must have the prior approval of the Board.
- B. The Fire Chief shall project site needs in advance and the Board, with advice and counsel of the Fire Chief, shall select sites prior to immediate need. Such sites shall be chosen to provide the best service of the residents and properties of the entire District and will be based on demographic data, growth projections, actual and projected emergency response times, availability, and cost of land.
- C. Sites that become surplus to the District's needs shall be declared as such by motion of the Board and shall be considered for sale, trade, lease, or gift pursuant to state statutes.
- D. The Public Contracting Code does not apply to acquisitions or disposals of real property or interest in real property (ORS 279A.025).

LEGAL REFERENCES

- ORS 279A.025
- ORS 307.010
- ORS 478.260 [2]

DATE: September 24, 1996

REVISED: May 23, 2017

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.8 POWER OF THE DISTRICT TO SELL BONDS / BORROW FUNDS

- A. The Board or its designee may enter into rental or lease/purchase agreements required for fire protection purposes. (ORS 478.410[3])
- B. The District may borrow money and sell and dispose of general obligation bonds when such bonds have been authorized by a majority of voters, voting at an election called for that purpose. (ORS 478.410[2])
- C. The Board shall determine the limit for the total amount of short-term loans at the first business meeting of each fiscal year if they are anticipated.
- D. The District is authorized to contract for short-term loans for the purpose of meeting current expenses.

LEGAL REFERENCES

ORS 478.410 [2] and [3]

DATE: September 24, 1996

REVISED: December 14, 2004

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.9

FUND BALANCE POLICY AND FLOW OF RESOURCES

- A. Fund balance measures the net financial resources available to finance expenditures of future periods.
- B. The District's Unassigned General Fund Balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The District's ending fund balance in the General Fund shall remain sufficient to meet five months of operating costs. The unassigned General Fund Balance may only be appropriated by resolution of the Board of Directors.
- C. When it is appropriate for fund balance to be assigned, the Board delegates authority to the Fire Chief or the Chief Financial Officer.
- D. Fund Balance of the District may be committed for a specific source by formal action of the Board of Directors. Amendments or modifications of the committed fund balance must also be approved by formal action of the Board of Directors.
- E. In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

DATE: February 28, 2012

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.10 SYSTEM OF ACCOUNTS

The District shall adopt and maintain standardized accounting policies meeting the standards promulgated by the Governmental Accounting Standards Board (GASB).

DATE: September 24, 1996

REVISED: May 26, 2015

| REVIEWED: July 25, 2023June 24, 2025

SECTION 3.11 AUDIT

- A. The Chief Financial Officer will work with the Board-designated auditor (Section 2.9) each year to accomplish the objective of the annual audit.
- B. The Chief Financial Officer shall be responsible for filing the audit report with the Secretary of State and shall be authorized to disburse from District funds all filing fees prescribed.
- C. The Chief Financial Officer shall be responsible to ensure the auditor presents the audit report to the Board of Directors.

LEGAL REFERENCE

ORS 297.425

ORS 297.465

ORS 297.466

ORS 297.485

DATE: September 24, 1996

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.12 PROPERTY INVENTORY

- A. The District shall maintain a formalized program of accountability and controls over all inventory of furniture, fixtures, and equipment. The purpose of the inventory will be to satisfy reporting requirements for insurance coverage, to aid the administration in the management of equipment, to assist in budgeting for replacement, and to affix the control of responsibility for the custody of equipment.
- B. The District shall conduct an annual inventory of all assets capitalized under general accepted accounting principles, currently \$5,000 or more per asset. Such inventory shall be reviewed annually by the Finance Division as part of preparation for the annual audit.
- C. The District shall also maintain and conduct inventories of equipment as required to meet established safety standards.

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.13 PROPERTY APPRAISAL

- A. To ensure an adequate level of insurance, the District shall maintain an appraisal of all buildings including improvements, fixtures, and fixed contents.
- B. A physical re-appraisal of replacement values on property and improvements shall be conducted no less than each ten years. The values of all buildings shall be updated annually for insurance purposes.
- C. The appraisal shall be conducted by an appraiser who is certified or has a history of successful experience in the field. This appraisal may be performed by the District's insurance agent of record or insurance company.

DATE: September 24, 1996

REVISED: May 26, 2015

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.14 DISPOSAL OF SURPLUS PROPERTY

“Surplus Property” shall be defined as any personal property of the District that has been determined by the Fire Chief or designee as being of limited remaining life or use or value to the District. The Fire Chief or designee may dispose of surplus property as follows:

- A. The District will dispose of surplus property in such a manner that will not invite criticism.
- B. The District will dispose of surplus or non-usable property in such a manner that would net the most revenue (or least amount of cost) for the District for the time involved. The District shall consider expected revenue per type of sale in comparison with estimated staff time to prepare items for sale in determining the methodology of disposal of surplus. Methods of disposal for items determined as surplus property may include, but are not limited to trade-in, auction, selling as scrap, advertising for sale, third-party liquidator, and/or donation as provided in D and E below.
- C. The District may sell an item of surplus property with an estimated value of \$5,000 or less without a competitive process if the District determines that such a process will result in the most net revenue. The District may establish a selling price, schedule and advertise a sale date, and sell to the first qualified buyer meeting the sale terms.
- D. The District may transfer surplus property to another fire department, consistent with the requirements of ORS 279A.190.
- E. The District may donate or sell surplus property to another public agency or nonprofit organization provided that is the most efficient and cost-effective method of disposing of the property.
- F. The District shall maintain records of surplus transactions and notify the insurance company as needed of deletions.
- G. The District will evaluate the source of funding for property to be disposed to ensure compliance with any grant or bonded debt requirements arising from the initial purchase.

DATE: September 24, 1996

REVISED: May 23, 2017

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.15 RISK MANAGEMENT AND INSURANCE PROGRAM

- A. The District shall provide for a program of risk management consistent with legal requirements and the limited financial resources of the District.
- B. The District shall purchase insurance or set aside reserves to self-insure. Coverage shall meet legal requirements or exceed those minimum requirements at the discretion of the Board as necessary to protect:
 - 1. The District as a corporate body
 - 2. The District's Board of Directors
 - 3. The District's individual members
 - 4. The District's appointed officers
 - 5. District employees
- C. The District shall, subject to meeting legal requirements and the discretion of the Board, purchase insurance to cover or self-insure:
 - 1. All real and personal property of the District
 - 2. Losses due to employee dishonesty, injury, or death
 - 3. Losses due to cyber related attacks
 - 4. Reimbursement of attorney fees and costs for employees performing Incident Command Staff duties or fire prevention inspections who are charged with a criminal offense in accordance with Sections "E" and "F" (below)
 - 5. A program of benefits for employees to the limits established from time to time by the Fire Chief
- D. Prior to the commencement of any work or services secured by contract with the District, the contractor shall procure and thereafter during the term of the contract continue to carry public liability and property damage insurance with a company or companies authorized to issue insurance in the State of Oregon, with limits provided

by the contract. Such insurance shall cover all risks arising directly or indirectly out of the contractor's activities or performance. Certificates evidencing such insurance, and bearing endorsements naming the District as an insured on such policy or policies of insurance shall be delivered to the District.

Additionally, contracts shall contain a provision by which the contractor shall indemnify and hold harmless the District from any claim, loss, or liability arising out of or related to any activity, performance, or non-performance of the contractor in connection with said contract.

- E. It is understood that employees who perform Incident Command Staff duties during emergencies are required to make strategic and tactical decisions while attempting to mitigate the incident. These events are dynamic and complex, and decisions have to be made without time for a complete risk-benefit analysis, therefore, undesirable outcomes are possible. In the event an employee performing Incident Command Staff duties is charged with a criminal offense for his or her actions during or related to an emergency event, and the cost of defense of the criminal action is not paid by insurance, the District may reimburse such employee for attorney fees and costs, subject to the following (such reimbursement is referred to herein as "Reimbursement"):
 1. To qualify for Reimbursement, the employee must obtain the District's prior approval of the employee's criminal defense attorney and the fee agreement with the attorney.
 2. Any agreement or contract for legal services will be solely between the employee and the attorney. The District will not guarantee payment for such services and will have no liability to the attorney for the payment of such services.
 3. To qualify for Reimbursement, the employee must have been acting within the scope of their duties and employment, as determined by the District in its sole discretion.
 4. If the employee qualifies for Reimbursement, the District may provide Reimbursement, in its sole discretion; provided, however, all Reimbursement is subject to the following:
 - a. If the employee is found guilty of the charges (including submitting a plea of no contest or guilty), the District may, in its sole discretion, require the employee to repay the District for the Reimbursement.
 - b. Reimbursement shall immediately terminate if the District determines, in its sole discretion, that the employee lied during any part of the investigation, discovery, or trial process.

- c. Reimbursement may be denied or terminated if the District determines, in its sole discretion, that the employee's actions constituted willful or wanton misconduct.
- d. Reimbursement shall immediately terminate if the District determines, in its sole discretion that the employee has refused or refuses to fully cooperate with any post-incident investigations.
- e. The District shall not provide Reimbursement for attorney's fees and costs incurred in an appeal unless specifically authorized by the Board of Directors.
- f. In order to receive Reimbursement, the employee shall provide the District with a statement of the attorney fees and costs incurred to date and proof of payment of such fees and costs. The District shall then determine, in its sole discretion, what fees and costs shall be reimbursed.

F. The District may also provide reimbursement of attorney's fees and costs for employees who conduct fire prevention inspections and are charged with a criminal offense arising out of their actions or omissions during such inspections. Such reimbursement is subject to the provisions of Section E, 1-4, above.

G. The provisions for insurance and indemnification in all contracts shall be reviewed and approved by the District's Chief Financial Officer or legal counsel.

DATE: September 24, 1996

REVISED: May 25, 2021

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.16 AGENT OF RECORD

- A. The District may retain agents of record for the purpose of purchasing insurance for employee benefits, workers' compensation, and property and casualty insurance.
- B. District staff shall ensure the District maintains a sound risk management program. Agents may assist in writing and servicing all necessary policies and statutory bonds.
- C. The means of selection, the minimum qualifications and responsibilities of an agent of record are to be developed and evaluated by District management.

DATE: September 24, 1996

| REVIEWED: July 25, 2023June 24, 2025

SECTION 3.17 CREDIT CARDS

The Board authorizes the use of District credit cards by employees or Board members conducting business for the District. The District is responsible for the development and maintenance of purchasing limits, distribution, overall debt limits, and policies and procedures regarding their usage.

DATE: September 24, 1996

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.18 BUSINESS TRAVEL

- A. District employees shall be authorized to travel to activities that are of direct benefit to the Fire District.
- B. The Fire Chief shall notify the Board President or designee when his business travel will exceed three or more days absence from the District.
- C. The Fire Chief or designee shall approve business travel outside the states of Washington and Oregon for all other employees.
- D. The Fire Chief shall be responsible for administrative procedures relating to travel policies.

DATE: September 24, 1996

REVISED: September 23, 2008

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.19

PENSION PLAN ADMINISTRATION

- A. The District shall maintain a pension plan for personnel retired prior to integration in the Oregon Public Employees Retirement System on July 1, 1981, or their beneficiaries.
- B. The District's pension plan shall be administered by the District management who will be responsible to monitor the plan for compliance with all laws and regulations and who will also ensure appropriate tax filings are made. The Fire Chief/Administrator will ensure that the necessary annual adjustments are made to retirees' pensions as required.
- C. The Board of Directors will serve as trustees of the pension plan.
- D. The pension plan shall be reviewed actuarially on a periodic basis to ensure funding levels are appropriate.

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.20

VOLUNTEER LOSAP ADMINISTRATION

- A. The District shall maintain a Length of Service Award Plan (LOSAP) for its Firefighter and Incident Support volunteers with one full calendar year or more of service to the District.
- B. The Fire Chief shall be designated as Administrator and Trustee of the Plan.

REFERENCE: Resolution 2012-06

DATE: November 16, 2004

REVISED: July 23, 2019

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.21 DEFERRED COMPENSATION ADMINISTRATION

- A. The Board authorizes deferred compensation plans for employees under Internal Revenue Code sections 457(b) and 401(a).
- B. The Chief Financial Officer will be responsible to administer the plans to ensure tax law compliance, and periodically adopt any carrier amendments or revisions to the carrier agreements and investment selections necessary to update matching contributions, investment selections or perform other administrative functions.
- C. Employee hardship withdrawal requests and investment and performance carrier reviews shall be administered by a three-person committee comprised of an officer of Local 1660, the Director of Human Resources, and the Chief Financial Officer. A quorum is two.

LEGAL REFERENCE

Sections 457 and 401(a) of the Internal Revenue Code

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.22

REIMBURSEMENT PLAN AUTHORIZATION UNDER IRC SECTION
125 PLAN

- A. The Board authorizes a Section 125 plan to include Section 129 benefits for all employees.
- B. Operations of the plan shall be administered by the Chief Financial Officer as plan administrator.
- C. The plan shall be structured and administered to comply with applicable sections of the Internal Revenue Code.

DATE: September 24, 1996

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.23 RIGHT TO DISCIPLINE ACTS OF FRAUD

- A. The Board and management are committed to the highest level of moral and ethical behavior. Breaches of this behavior, especially through acts involving fraudulent means erodes the public's trust and confidence in the integrity of the District.
- B. Management will be responsible to exercise a combination of preventative, detective and corrective controls to protect the assets of the District.
- C. Management will also be responsible to discipline, up to and including prosecution, of any and all personnel found guilty of fraudulent use of District assets.

DATE: May 26, 2015

REVIEWED: July 25, 2023June 24, 2025

SECTION 3.24

POLICY APPROVAL

This is to certify that Budget, Finance, and Business Operations, Section 3, policies 3.1 – 3.23, were duly adopted and approved by Board action on:

Randy J. LauerJustin J. Dillingham, President of the Board
Balfour, Secretary of the Board

Robert C. WyffelsClark I.

APPROVED: July 25, 2023June 24, 2025

TUALATIN VALLEY FIRE AND RESCUE

BUDGET and FINANCE

SECTION 3

| <u>SECTION</u> | <u>PAGE</u> | |
|----------------|---|----|
| 3.1 | Adoption of Financial and Budget Policies | 3 |
| 3.2 | Formulation of District Budget | 4 |
| 3.3 | Budget Committee - Membership and Responsibilities | 5 |
| 3.4 | Budget Administration | 6 |
| 3.5 | Depositories and Disbursement of Funds | 8 |
| 3.6 | Investment Policy Statement for Short Term Operating Funds and Capital Funds | 9 |
| 3.7 | Purchase and Sale of Real Property..... | 14 |
| 3.8 | Power of District to Sell Bonds / Borrow Funds | 15 |
| 3.9 | Fund Balance Policy and Flow of Resources..... | 16 |
| 3.10 | System of Accounts..... | 17 |
| 3.11 | Audit | 18 |
| 3.12 | Property Inventory..... | 19 |
| 3.13 | Property Appraisal..... | 20 |
| 3.14 | Disposal of Surplus Property..... | 21 |
| 3.15 | Risk Management and Insurance Program | 22 |
| 3.16 | Agent of Record..... | 25 |
| 3.17 | Credit Cards | 26 |
| 3.18 | Business Travel..... | 27 |
| 3.19 | Pension Plan Administration | 28 |

SECTION 3 (Continued)

| | | |
|------|--|----|
| 3.20 | Volunteer LOSAP Administration..... | 29 |
| 3.21 | Deferred Compensation Administration | 30 |
| 3.22 | Reimbursement Plan Authorization Under IRC Section 125 Plan..... | 31 |
| 3.23 | Right to Discipline Acts of Fraud..... | 32 |
| 3.24 | Policy Approval..... | 33 |

SECTION 3.1 ADOPTION OF FINANCIAL AND BUDGET POLICIES

- A. The District shall be responsible to develop and maintain policies in the following areas:
 - 1. Financial planning and budget policies
 - 2. Revenue policies
 - 3. Expenditure policies
- B. Such policies shall be reviewed annually and adopted or affirmed by the Board of Directors during the budget process.

REFERENCES:

National Advisory Council on State and Local Budgeting
Government Finance Officers Association

DATE: December 14, 2004

REVISED: March 16, 2010

REVIEWED: June 24, 2025

SECTION 3.2 FORMULATION OF DISTRICT BUDGET

- A. The adopted budget document shall serve as the financial plan of operation and provide guidelines for carrying out the goals and objectives of the District.
- B. Within the budget process, the Board shall:
 - 1. Designate the District budget officer. (ORS 294.331)
 - 2. Approve budget committee members. (ORS 294.414)
 - 3. Conduct the budget hearing. (ORS 294.453)
 - 4. Adopt the budget, make appropriations, declare and categorize property tax amounts or rates. (ORS 294.456)
- C. The District's budget shall be prepared and adopted in full compliance with State of Oregon local budget law.
- D. The District's balanced budget policy is that a budget is considered balanced when the funds' total resources of beginning fund balance, revenues, and other financing sources are equal to the total of expenditures, other financing uses, and ending fund balance.
- E. The District shall develop its budget based on a responsible financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets, budget policies, cash management, and investment policies, programs and assumptions.
 - 1. Adopted budgets for the District shall be structured to achieve actual and forecasted results of operations that will meet long-term financial plans. The District's ending fund balance in the General Fund shall remain sufficient to meet five months of operating costs. District management will monitor revenues and budgeted expenditures during the year to ensure sufficient ending reserves are maintained.
 - 2. District staff shall ensure that sufficient reserves exist in each fund to equal or exceed the balances needed to meet or exceed requirements of that fund. This includes the reserve of at least five months of the current year's estimated expenditures in the General Fund.
 - 3. Fund balances in other funds must meet the demands of current and future obligations of each fund, including, but not limited to:
 - a. Projected capital replacement including apparatus, building construction, and repair and maintenance.

LEGAL REFERENCES:

ORS 294.305 to ORS 294.565

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: June 24, 2025

SECTION 3.3

BUDGET COMMITTEE - MEMBERSHIP AND RESPONSIBILITIES

- A. The Budget Committee shall consist of the five members of the Board of Directors and five appointed community members. Appointed members shall be citizens from the community and shall not be affiliated with the District as an employee, volunteer or immediate family member of an employee or volunteer. (ORS 294.414[2,4])
- B. The Budget Committee shall receive no compensation for their services as members of the committee. (ORS 294.414[3])
- C. Terms of the appointed community members shall be three years, and shall be staggered. (ORS 294.414[5])
- D. At its first meeting after appointment in each budget year, the Budget Committee shall select a chairperson from its membership. (ORS 294.414[9])
- E. The Budget Committee shall hold one or more meetings to:
 - 1. Receive the budget message and document (ORS 294.403), and
 - 2. Provide the citizens of the District an opportunity to comment and ask questions on the budget. (ORS 294.426)

LEGAL REFERENCES

- ORS 294.414
- ORS 294.403
- ORS 294.426

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: June 24, 2025

SECTION 3.4

BUDGET ADMINISTRATION

- A. The adopted budget is the financial plan developed to carry out the programs supporting the District's goals and objectives. No greater expenditure of public money shall be made for any specific purpose other than the amount appropriated, unless authorized by the Board of Directors. (ORS 294.456)
- B. The District shall expend monies only in compliance with ORS 294.305 to ORS 294.565. (ORS 294.338, ORS 294.456)
- C. Transfers of appropriations from one fund to another or within a fund shall take place only when authorized by board resolution or adoption of a supplemental budget. (ORS 294.463)
- D. Loans from one fund to another should be made only with authorizing resolution of the Board of Directors. (ORS 294.468)
- E. The Board of Directors authorizes the Fire Chief, or the Fire Chief's designee, to enter into public contracts without prior approval of the Board, provided such contracts do not exceed \$100,000 and are within budget parameters. The Board shall be informed at the next regularly scheduled board meeting if a public contract exceeds the \$100,000 limit solely as a result of change orders, when the contract is not one described in F. below.
- F. Purchases and contracts that are not subject to competitive bidding requirements, including contracts entered into by direct appointment or extended as allowed by the contract, and that are within budgeted parameters, may be entered into by the Fire Chief, or designee, without further approval by the Board. These items include, but are not limited to, employee insurances, including Workers' Compensation, Union Health Trust, medical, dental, or life; taxes and PERS payments; investments purchases as authorized by Board Policy 3.6, or other adopted investment policies; personal service contracts within contracted amounts for legal services, medical supervision services, dispatch data, video and voice connectivity; and property and liability insurance purchases. The Board of Directors shall be informed at the next regularly scheduled Board meeting of any expenditures in excess of \$100,000 made under this paragraph in these areas that are not expected to be within budgeted parameters.
- G. The Board will be provided financial reports on a regularly scheduled basis in which revenues and expenditures will be compared with budgeted appropriations.

H. In the event of an emergency, natural disaster or calamity, expenditures or authorization to borrow money not contemplated in the budget shall be authorized by:

1. The Board of Directors by resolution, or
2. The Fire Chief, the Fire Chief's successor by written order, or the Fire Chief's designee in the event prompt action is necessary to protect the public health or safety following such an emergency, when it is not practical to convene a meeting of the Board of Directors. (ORS 294.481)
3. The Fire Chief, the Fire Chief's successor, or the Fire Chief's designee shall have authority to approve and execute contracts in any amount without approval of the Board; provided, however, that the Fire Chief or the Fire Chief's successor shall make all reasonable efforts to obtain approval of the Board President before entering into a contract in excess of \$100,000.

LEGAL REFERENCES

ORS 294.338
ORS 294.456
ORS 294.463
ORS 294.468
ORS 294.481

DATE: September 24, 1996

REVISED: May 25, 2021

REVIEWED: June 24, 2025

SECTION 3.5

DEPOSITORIES AND DISBURSEMENT OF FUNDS

- A. The depositories for the District shall be designated by the Board. Funds shall be drawn out only by those person(s) authorized by the Board of Directors to sign checks and make disbursements. (ORS 478.460) Payments may be authorized to be made by check, electronic funds transfer, wire transfer or other transfer as determined to be appropriate and in consideration of establishing banking, funds transfer, and accounting practices by those person(s) authorized by the Board of Directors to make disbursements. (ORS 291.001[2])
- B. All receipts, other than pre-payments for records requests, will be deposited to the proper account as soon as possible after they are received. Bank deposits will be made no less than three times a week; Monday, Wednesday, and Friday, as needed. Any receipts not deposited into the bank upon day of receipt will be kept in the locked safe in the Finance Office.
- C. All accounts receivable invoices will be generated from the financial accounting software where internal controls are already in place. This is a preventative internal control designed to track transactions early in the accounting cycle.

LEGAL REFERENCES

ORS 478.460

ORS 291.001[2]

DATE: September 24, 1996

REVISED: July 23, 2019

REVIEWED: June 24, 2025

SECTION 3.6

INVESTMENT POLICY STATEMENT FOR SHORT TERM OPERATING FUNDS AND CAPITAL FUNDS

A. This policy applies to the investment of short-term operating funds and capital funds including bond proceeds. Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy.

Funds available for investment under this policy are generally expected to be in the range of \$5,000,000 to \$100,000,000 during the course of a fiscal year, depending upon the time of year and property tax calendar.

B. The District's investment objectives are:

1. Preservation of capital and the protection of investment principal.
2. Conformance with federal, state, and other legal requirements.
3. Maintenance of sufficient liquidity to meet operating requirements.
4. Avoidance of imprudent credit, market, or speculative risk. Attainment of a market rate of return throughout fiscal and economic cycles.

C. Delegation of Authority. The Chief Financial Officer is designated as the investment officer of Tualatin Valley Fire and Rescue and is responsible for investment decisions and activities under the direction of the Board of Directors. In the absence of the investment officer, the Controller, in conjunction with the Fire Chief, shall perform such duties in the case of an emergency or other unforeseen event, but shall directly report in writing all transactions to the Chief Financial Officer. The investment officer is responsible for setting investment policy and guidelines subject to review and adoption by the Board of Directors and, if required, the Oregon Short Term Fund Board. Further, the Chief Financial Officer will be responsible for the day-to-day operations of the investment process, which includes but is not limited to choosing what to buy or sell, from whom investments will be purchased, executing the buy/sell orders, producing the necessary reports, and supervising staff. In addition to the active management of the investment portfolio, the Chief Financial Officer is responsible for the maintenance of other written administrative procedures consistent with this policy and the requisite compliance. To further optimize the total return of the investment portfolio, the Chief Financial Officer will administer an active cash management program, the goal of which will be to maintain historical cash flow information, i.e., debt service; payroll; revenue receipts, and any extraordinary expenditures. Finally, the Chief Financial Officer shall be responsible for committing adequate financial support for staffing, training, telecommunications and computer hardware, systems and software, and any other necessary resources deemed appropriate for incremental benefit to the investment and cash management programs.

D. Prudence. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

E. Ethics and Conflicts of Interest. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees, officers and their families shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS 244.

F. Suitable and Authorized Investments. The Chief Financial Officer will diversify the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

(Definitions of terms and applicable authorizing statutes are listed in the "Summary of Investments Available to Municipalities" provided by the State Treasurer).

1. Investment Types. The following investments are permitted by this policy and ORS 294.035 and 294.810.

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

allocation is 100%. No more than 40% of the portfolio in any one agency, instrumentality, or sponsored enterprise.

- b. Certificates of Deposit (CD) from commercial banks in Oregon and insured by the Federal Deposit Insurance Corporation (FDIC). Maximum percent of portfolio allocation is 50%. Investments in Certificates of Deposit invested in any one institution shall not exceed 25% of the total available funds and 15% of the equity of the financial institution.
- c. Repurchase Agreements (Repos) purchased from any qualified institution provided the master repurchase agreement is effective and the safekeeping requirements are met. The repurchase agreement must be in writing and executed in advance of the initial purchase of the securities that are the subject of the repurchase agreement.
 - 1. ORS 294.035 (3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund Board.
 - 2. ORS 294.135 (2) limits the maximum term of any repurchase agreement to 90 days.
 - 3. Acceptable collateral:
 - (i) US Treasury Securities: 102%
 - (ii) US Agency Discount and Coupon Securities: 102%

Maximum percent of portfolio allocation is 5%. The Chief Financial Officer shall not enter into any reverse repurchase agreements.

- d. Banker's Acceptances (BA) that are (i) guaranteed by, and carried on the books of, a qualified financial institution, (ii) eligible for discount by the Federal Reserve System, and (iii) issued by a qualified financial institution whose short-term letter of credit rating is rated in the highest category (A-1, P-1, F-1) by one or more nationally recognized statistical rating organization.

Qualified institution means a financial institution that is located and licensed to do banking business in the state of Oregon; or a financial institution located in the states of California, Idaho, or Washington that is wholly owned by a bank holding company that

owns a financial institution that is located and licensed to do banking business in the state of Oregon.

Maximum percent of portfolio allocation is 25%. Investments in Bankers' Acceptances invested in any one institution shall not exceed 2.5% of the total available funds and 15% of the equity of the financial institution.

- e. Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Must be issued by a commercial, industrial or utility business enterprise, or by or on behalf of a financial institution, including a holding company owning a majority interest in a qualified financial institution. The combined total invested in corporate indebtedness may not exceed 15%. No more than 2.5% of the total portfolio with any one corporate entity.
 - 1. Commercial Paper (CP) rated on the trade date P-1 or better by Moody's Investors Service or A-1 or better by Standard & Poor's Corporation or equivalent rating by any nationally recognized statistical rating organization.
 - 2. Corporate indebtedness must be rated on trade date in a rating category of "Aa" or better by Moody's Investors Service or a rating category of "AA" or better by Standard & Poor's Corporation or equivalent by any nationally recognized statistical rating organization.
- f. Lawfully issued debt obligations of the agencies and instrumentalities of the State of Oregon or its political subdivisions with a long-term rating in a rating category of "A" or an equivalent rating or better or the highest category for short term municipal debt.

Lawfully issued debt obligations of the States of California, Idaho or Washington or their political subdivisions with a long-term rating in a rating category of "AA" or an equivalent rating or better or the highest category for short term municipal debt. Maximum percent of portfolio allocation is 10%. No more than 10% of the total portfolio in any one issuing entity.

Such obligations may be purchased only if there has been no default in payment of either the principal or the interest on the obligations of the issuing county, port, school district or city, for a

period of five years next preceding the date of the investment, per ORS 294.040.

- g. State of Oregon Investment Pool. Maximum allowed per ORS 294.810, with the exception of pass-through funds (in and out within 10 days). A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. The Chief Financial Officer shall perform a periodic review of:
 - 1. Pool's investment policy and objectives
 - 2. Interest calculations and how it is distributed
 - 3. How the securities are safeguarded
 - 4. How often the securities are priced
- h. Market Interest Accounts and Checking Accounts. TVF&R shall maintain necessary allocation needed for daily cash management efficiency.
 - 1. Callable securities. The maximum percent of callable securities in the portfolio shall be 35%.
- i. Summary of permitted investments

| Investment Type | Maximum Maturity | Maximum Portfolio Allocation | Maximum Allocation Per Issuer | Minimum Rating |
|---------------------------------------|------------------|--|-------------------------------|----------------|
| U.S. Treasuries | 18 Months | 100% | 100% | - |
| Federal Agencies | 18 Months | 100% | 40% | - |
| Time CDs | 18 Months | 50% | 5% | FDIC Insured |
| Repurchase Agreements | 90 days | 5% | - | Collateralized |
| Banker's Acceptances | 180 days | 25% | 2.5% | A-1 |
| Corporate Notes | 12 Months | 15% | 2.5% | AA |
| Commercial Paper | 270 days | 15% | 2.5% | A-1 |
| OR Munis | 12 Months | 10% | 5% | A |
| ID, CA, WA Munis | 12 Months | 10% | 5% | AA |
| Oregon Short Term Fund | - | Amount established by ORS 294.810 | - | - |
| Market Interest and checking accounts | - | Amount necessary for daily cash management | - | - |

- G. Investment Maturity. Maturity limitations shall depend upon whether the funds being invested are considered short-term operating funds or long-term funds.

Maturities shall not exceed 18 months. Maturities shall be structured to meet anticipated cash needs.

1. Short Term Operating Funds Portfolio. Generally, those funds in the General Fund, Debt Service, and Special Revenue Funds will be invested for periods less than 12 months. Identified budgeted fund balance carryovers in those funds may be available for investment periods up to 18 months.
2. Longer Term Portfolio. Instruments and diversification for the long-term portfolio shall be the same as for the short-term portfolio. However, investments with a maturity of 12 months or more shall be limited to US Agency or Treasury securities to minimize credit risk.

Capital projects funds will be invested according to projected cash flow utilization.

The Insurance Fund, which acts as an emergency fund for catastrophic claims, may have 50% of its investments invested in securities up to 18 months.

H. Competitive Selection of Investment Instruments. When appropriate, the Chief Financial Officer shall obtain competitive bids and offers on investments for purchase and sale transactions. It will be the responsibility of the Chief Financial Officer to monitor the daily estimated returns of the Oregon Short Term Fund, Treasury bill returns, and make determination of the investment purchase and redemption process. If a specific maturity date is required, either for cash flow purposes or for conformity to maturity guidelines, offers will be requested for instruments, which meet the maturity requirement. If no specific maturity is required, a market trend (yield curve) analysis will be conducted to determine which maturities would be most advantageous.

The Chief Financial Officer will accept the offer that provides the highest rate of return within the maturity required and within the parameters of these policies.

I. Qualified Institutions. All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295. The Chief Financial Officer shall maintain a listing of all authorized dealers and financial institutions that are approved for investment purposes. Any firm is eligible to make an application to the investment officer, and upon due consideration and approval, may be added to the list. Additions or deletions to the list will be made at the Chief Financial Officer's discretion. At the request of the Chief Financial Officer, the firms performing investment services for the District shall provide their most recent financial statements or Consolidated Report of Condition (call report) for review. The Chief Financial Officer shall monitor each active firm's creditworthiness to determine whether it should be on the authorized list.

J. Safekeeping and Collateralization. Investment securities purchased by the District will be delivered by either Fed book entry or DTC, and held in third party safekeeping by a designated custodian. The trust department of a bank may be designated as custodian for safekeeping securities purchased from that bank. The purchase and sale of all securities will be executed on a delivery versus payment basis to ensure that securities are deposited in the District's safekeeping institution prior to the release of funds.

Deposit-type securities (i.e. certificates of deposit) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295. All securities will be evidenced by safekeeping receipts in the District's name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

K. Monitoring and Adjusting the Portfolio. The investment officer will routinely monitor the contents of the portfolio, compare the holdings to the available markets, changes in credit quality and benchmarks and the relative values of competing instruments. If there are advantageous transactions, the portfolio may be adjusted accordingly.

L. Internal Controls. The investment officer shall maintain a system of written internal controls, which shall be reviewed annually by the independent auditors or reviewed upon any extraordinary event, such as the turnover of key personnel, or the discovery of any inappropriate activity. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, or imprudent actions.

M. Accounting Method. The District shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP).

N. Reporting Requirements. The investment officer shall be responsible for generating daily and monthly reports for management purposes. In addition, the Board of Directors will be provided quarterly reports, which will include data on investment instruments being held, portfolio activity, and market value as well as any narrative necessary for clarification that allows the Board of Directors to ascertain whether investment activities during the reporting period have conformed to the investment policy.

O. Performance Evaluation. The performance of the District's portfolio shall be compared to the performance of the US Treasury Rates.

P. Investment Policy Adoption. The District's investment policy will be formally adopted by the Board of Directors and reviewed for appropriate modifications on a biennial basis, as per the Board policy review process outlined in Board policy 1.7D. If investments exceeding a maturity of 18 months are contemplated, further review and comment by the Oregon Short Term Fund Board will be sought and thereafter this policy will be readopted annually even if there are no changes (ORS 294.135a). Any amendments shall be approved by the Board of Directors.

LEGAL REFERENCES

ORS 294.004

ORS 294.035 to ORS 294.053

ORS 294.125 to ORS 294.155

ORS 294.810

DATE: September 24, 1996

REVISED: July 23, 2019

REVIEWED: June 24, 2025

SECTION 3.7

PURCHASE AND SALE OF REAL PROPERTY

- A. The purchase, lease, trade, or sale of all real property by the District must have the prior approval of the Board.
- B. The Fire Chief shall project site needs in advance and the Board, with advice and counsel of the Fire Chief, shall select sites prior to immediate need. Such sites shall be chosen to provide the best service of the residents and properties of the entire District and will be based on demographic data, growth projections, actual and projected emergency response times, availability, and cost of land.
- C. Sites that become surplus to the District's needs shall be declared as such by motion of the Board and shall be considered for sale, trade, lease, or gift pursuant to state statutes.
- D. The Public Contracting Code does not apply to acquisitions or disposals of real property or interest in real property (ORS 279A.025).

LEGAL REFERENCES

- ORS 279A.025
- ORS 307.010
- ORS 478.260 [2]

DATE: September 24, 1996

REVISED: May 23, 2017

REVIEWED: June 24, 2025

SECTION 3.8

POWER OF THE DISTRICT TO SELL BONDS / BORROW FUNDS

- A. The Board or its designee may enter into rental or lease/purchase agreements required for fire protection purposes. (ORS 478.410[3])
- B. The District may borrow money and sell and dispose of general obligation bonds when such bonds have been authorized by a majority of voters, voting at an election called for that purpose. (ORS 478.410[2])
- C. The Board shall determine the limit for the total amount of short-term loans at the first business meeting of each fiscal year if they are anticipated.
- D. The District is authorized to contract for short-term loans for the purpose of meeting current expenses.

LEGAL REFERENCES

ORS 478.410 [2] and [3]

DATE: September 24, 1996

REVISED: December 14, 2004

REVIEWED: June 24, 2025

SECTION 3.9

FUND BALANCE POLICY AND FLOW OF RESOURCES

- A. Fund balance measures the net financial resources available to finance expenditures of future periods.
- B. The District's Unassigned General Fund Balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The District's ending fund balance in the General Fund shall remain sufficient to meet five months of operating costs. The unassigned General Fund Balance may only be appropriated by resolution of the Board of Directors.
- C. When it is appropriate for fund balance to be assigned, the Board delegates authority to the Fire Chief or the Chief Financial Officer.
- D. Fund Balance of the District may be committed for a specific source by formal action of the Board of Directors. Amendments or modifications of the committed fund balance must also be approved by formal action of the Board of Directors.
- E. In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

DATE: February 28, 2012

REVIEWED: June 24, 2025

SECTION 3.10 SYSTEM OF ACCOUNTS

The District shall adopt and maintain standardized accounting policies meeting the standards promulgated by the Governmental Accounting Standards Board (GASB).

DATE: September 24, 1996

REVISED: May 26, 2015

REVIEWED: June 24, 2025

SECTION 3.11 AUDIT

- A. The Chief Financial Officer will work with the Board-designated auditor (Section 2.9) each year to accomplish the objective of the annual audit.
- B. The Chief Financial Officer shall be responsible for filing the audit report with the Secretary of State and shall be authorized to disburse from District funds all filing fees prescribed.
- C. The Chief Financial Officer shall be responsible to ensure the auditor presents the audit report to the Board of Directors.

LEGAL REFERENCE

ORS 297.425

ORS 297.465

ORS 297.466

ORS 297.485

DATE: September 24, 1996

REVIEWED: June 24, 2025

SECTION 3.12 PROPERTY INVENTORY

- A. The District shall maintain a formalized program of accountability and controls over all inventory of furniture, fixtures, and equipment. The purpose of the inventory will be to satisfy reporting requirements for insurance coverage, to aid the administration in the management of equipment, to assist in budgeting for replacement, and to affix the control of responsibility for the custody of equipment.
- B. The District shall conduct an annual inventory of all assets capitalized under general accepted accounting principles, currently \$5,000 or more per asset. Such inventory shall be reviewed annually by the Finance Division as part of preparation for the annual audit.
- C. The District shall also maintain and conduct inventories of equipment as required to meet established safety standards.

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: June 24, 2025

SECTION 3.13 PROPERTY APPRAISAL

- A. To ensure an adequate level of insurance, the District shall maintain an appraisal of all buildings including improvements, fixtures, and fixed contents.
- B. A physical re-appraisal of replacement values on property and improvements shall be conducted no less than each ten years. The values of all buildings shall be updated annually for insurance purposes.
- C. The appraisal shall be conducted by an appraiser who is certified or has a history of successful experience in the field. This appraisal may be performed by the District's insurance agent of record or insurance company.

DATE: September 24, 1996

REVISED: May 26, 2015

REVIEWED: June 24, 2025

SECTION 3.14 DISPOSAL OF SURPLUS PROPERTY

“Surplus Property” shall be defined as any personal property of the District that has been determined by the Fire Chief or designee as being of limited remaining life or use or value to the District. The Fire Chief or designee may dispose of surplus property as follows:

- A. The District will dispose of surplus property in such a manner that will not invite criticism.
- B. The District will dispose of surplus or non-usable property in such a manner that would net the most revenue (or least amount of cost) for the District for the time involved. The District shall consider expected revenue per type of sale in comparison with estimated staff time to prepare items for sale in determining the methodology of disposal of surplus. Methods of disposal for items determined as surplus property may include, but are not limited to trade-in, auction, selling as scrap, advertising for sale, third-party liquidator, and/or donation as provided in D and E below.
- C. The District may sell an item of surplus property with an estimated value of \$5,000 or less without a competitive process if the District determines that such a process will result in the most net revenue. The District may establish a selling price, schedule and advertise a sale date, and sell to the first qualified buyer meeting the sale terms.
- D. The District may transfer surplus property to another fire department, consistent with the requirements of ORS 279A.190.
- E. The District may donate or sell surplus property to another public agency or nonprofit organization provided that is the most efficient and cost-effective method of disposing of the property.
- F. The District shall maintain records of surplus transactions and notify the insurance company as needed of deletions.
- G. The District will evaluate the source of funding for property to be disposed to ensure compliance with any grant or bonded debt requirements arising from the initial purchase.

DATE: September 24, 1996

REVISED: May 23, 2017

REVIEWED: June 24, 2025

SECTION 3.15 RISK MANAGEMENT AND INSURANCE PROGRAM

- A. The District shall provide for a program of risk management consistent with legal requirements and the limited financial resources of the District.
- B. The District shall purchase insurance or set aside reserves to self-insure. Coverage shall meet legal requirements or exceed those minimum requirements at the discretion of the Board as necessary to protect:
 - 1. The District as a corporate body
 - 2. The District's Board of Directors
 - 3. The District's individual members
 - 4. The District's appointed officers
 - 5. District employees
- C. The District shall, subject to meeting legal requirements and the discretion of the Board, purchase insurance to cover or self-insure:
 - 1. All real and personal property of the District
 - 2. Losses due to employee dishonesty, injury, or death
 - 3. Losses due to cyber related attacks
 - 4. Reimbursement of attorney fees and costs for employees performing Incident Command Staff duties or fire prevention inspections who are charged with a criminal offense in accordance with Sections "E" and "F" (below)
 - 5. A program of benefits for employees to the limits established from time to time by the Fire Chief
- D. Prior to the commencement of any work or services secured by contract with the District, the contractor shall procure and thereafter during the term of the contract continue to carry public liability and property damage insurance with a company or companies authorized to issue insurance in the State of Oregon, with limits provided

by the contract. Such insurance shall cover all risks arising directly or indirectly out of the contractor's activities or performance. Certificates evidencing such insurance, and bearing endorsements naming the District as an insured on such policy or policies of insurance shall be delivered to the District.

Additionally, contracts shall contain a provision by which the contractor shall indemnify and hold harmless the District from any claim, loss, or liability arising out of or related to any activity, performance, or non-performance of the contractor in connection with said contract.

- E. It is understood that employees who perform Incident Command Staff duties during emergencies are required to make strategic and tactical decisions while attempting to mitigate the incident. These events are dynamic and complex, and decisions have to be made without time for a complete risk-benefit analysis, therefore, undesirable outcomes are possible. In the event an employee performing Incident Command Staff duties is charged with a criminal offense for his or her actions during or related to an emergency event, and the cost of defense of the criminal action is not paid by insurance, the District may reimburse such employee for attorney fees and costs, subject to the following (such reimbursement is referred to herein as "Reimbursement"):
 1. To qualify for Reimbursement, the employee must obtain the District's prior approval of the employee's criminal defense attorney and the fee agreement with the attorney.
 2. Any agreement or contract for legal services will be solely between the employee and the attorney. The District will not guarantee payment for such services and will have no liability to the attorney for the payment of such services.
 3. To qualify for Reimbursement, the employee must have been acting within the scope of their duties and employment, as determined by the District in its sole discretion.
 4. If the employee qualifies for Reimbursement, the District may provide Reimbursement, in its sole discretion; provided, however, all Reimbursement is subject to the following:
 - a. If the employee is found guilty of the charges (including submitting a plea of no contest or guilty), the District may, in its sole discretion, require the employee to repay the District for the Reimbursement.
 - b. Reimbursement shall immediately terminate if the District determines, in its sole discretion, that the employee lied during any part of the investigation, discovery, or trial process.

- c. Reimbursement may be denied or terminated if the District determines, in its sole discretion, that the employee's actions constituted willful or wanton misconduct.
- d. Reimbursement shall immediately terminate if the District determines, in its sole discretion that the employee has refused or refuses to fully cooperate with any post-incident investigations.
- e. The District shall not provide Reimbursement for attorney's fees and costs incurred in an appeal unless specifically authorized by the Board of Directors.
- f. In order to receive Reimbursement, the employee shall provide the District with a statement of the attorney fees and costs incurred to date and proof of payment of such fees and costs. The District shall then determine, in its sole discretion, what fees and costs shall be reimbursed.

F. The District may also provide reimbursement of attorney's fees and costs for employees who conduct fire prevention inspections and are charged with a criminal offense arising out of their actions or omissions during such inspections. Such reimbursement is subject to the provisions of Section E, 1-4, above.

G. The provisions for insurance and indemnification in all contracts shall be reviewed and approved by the District's Chief Financial Officer or legal counsel.

DATE: September 24, 1996

REVISED: May 25, 2021

REVIEWED: June 24, 2025

SECTION 3.16 AGENT OF RECORD

- A. The District may retain agents of record for the purpose of purchasing insurance for employee benefits, workers' compensation, and property and casualty insurance.
- B. District staff shall ensure the District maintains a sound risk management program. Agents may assist in writing and servicing all necessary policies and statutory bonds.
- C. The means of selection, the minimum qualifications and responsibilities of an agent of record are to be developed and evaluated by District management.

DATE: September 24, 1996

REVIEWED: June 24, 2025

SECTION 3.17 CREDIT CARDS

The Board authorizes the use of District credit cards by employees or Board members conducting business for the District. The District is responsible for the development and maintenance of purchasing limits, distribution, overall debt limits, and policies and procedures regarding their usage.

DATE: September 24, 1996

REVIEWED: June 24, 2025

SECTION 3.18 BUSINESS TRAVEL

- A. District employees shall be authorized to travel to activities that are of direct benefit to the Fire District.
- B. The Fire Chief shall notify the Board President or designee when his business travel will exceed three or more days absence from the District.
- C. The Fire Chief or designee shall approve business travel outside the states of Washington and Oregon for all other employees.
- D. The Fire Chief shall be responsible for administrative procedures relating to travel policies.

DATE: September 24, 1996

REVISED: September 23, 2008

REVIEWED: June 24, 2025

SECTION 3.19

PENSION PLAN ADMINISTRATION

- A. The District shall maintain a pension plan for personnel retired prior to integration in the Oregon Public Employees Retirement System on July 1, 1981, or their beneficiaries.
- B. The District's pension plan shall be administered by the District management who will be responsible to monitor the plan for compliance with all laws and regulations and who will also ensure appropriate tax filings are made. The Fire Chief/Administrator will ensure that the necessary annual adjustments are made to retirees' pensions as required.
- C. The Board of Directors will serve as trustees of the pension plan.
- D. The pension plan shall be reviewed actuarially on a periodic basis to ensure funding levels are appropriate.

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: June 24, 2025

SECTION 3.20

VOLUNTEER LOSAP ADMINISTRATION

- A. The District shall maintain a Length of Service Award Plan (LOSAP) for its Firefighter and Incident Support volunteers with one full calendar year or more of service to the District.
- B. The Fire Chief shall be designated as Administrator and Trustee of the Plan.

REFERENCE: Resolution 2012-06

DATE: November 16, 2004

REVISED: July 23, 2019

REVIEWED: June 24, 2025

SECTION 3.21 DEFERRED COMPENSATION ADMINISTRATION

- A. The Board authorizes deferred compensation plans for employees under Internal Revenue Code sections 457(b) and 401(a).
- B. The Chief Financial Officer will be responsible to administer the plans to ensure tax law compliance, and periodically adopt any carrier amendments or revisions to the carrier agreements and investment selections necessary to update matching contributions, investment selections or perform other administrative functions.
- C. Employee hardship withdrawal requests and investment and performance carrier reviews shall be administered by a three-person committee comprised of an officer of Local 1660, the Director of Human Resources, and the Chief Financial Officer. A quorum is two.

LEGAL REFERENCE

Sections 457 and 401(a) of the Internal Revenue Code

DATE: September 24, 1996

REVISED: June 25, 2013

REVIEWED: June 24, 2025

SECTION 3.22

REIMBURSEMENT PLAN AUTHORIZATION UNDER IRC SECTION
125 PLAN

- A. The Board authorizes a Section 125 plan to include Section 129 benefits for all employees.
- B. Operations of the plan shall be administered by the Chief Financial Officer as plan administrator.
- C. The plan shall be structured and administered to comply with applicable sections of the Internal Revenue Code.

DATE: September 24, 1996

REVIEWED: June 24, 2025

SECTION 3.23 RIGHT TO DISCIPLINE ACTS OF FRAUD

- A. The Board and management are committed to the highest level of moral and ethical behavior. Breaches of this behavior, especially through acts involving fraudulent means erodes the public's trust and confidence in the integrity of the District.
- B. Management will be responsible to exercise a combination of preventative, detective and corrective controls to protect the assets of the District.
- C. Management will also be responsible to discipline, up to and including prosecution, of any and all personnel found guilty of fraudulent use of District assets.

DATE: May 26, 2015

REVIEWED: June 24, 2025

SECTION 3.24

POLICY APPROVAL

This is to certify that Budget, Finance, and Business Operations, Section 3, policies 3.1 – 3.23, were duly adopted and approved by Board action on:

Justin J. Dillingham, President of the Board

Clark I. Balfour, Secretary of the Board

APPROVED: June 24, 2025

NEW BUSINESS

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Civil Service Commissioner FOR AGENDA OF: June 24, 2025
Appointment – Kathryn Logan &
Erick Gillmore APPROVED FOR AGENDA: Fire Chief Deric Weiss

DEPARTMENT OF ORIGIN: Organizational Health

PROCEEDING: Discussion and Approval DATE SUBMITTED: May 30, 2025

EXHIBITS: None CLEARANCES: Fire Chief's Office

BUDGET IMPACT

| EXPENDITURE REQUIRED: 0 | AMOUNT BUDGETED: 0 | APPROPRIATION REQUIRED: 0 |
|-------------------------|--------------------|---------------------------|
|-------------------------|--------------------|---------------------------|

BACKGROUND:

District staff recently completed a recruitment and selection process to fill the Civil Service Commission seats vacated by Stephen Mayer and Jake Gartland. The District received nine applications of interest. The individuals offered various professional work experiences and unique strengths. Each candidate participated in a screening process to narrow the candidates for on-site panel interviews. The in-person interviews occurred on May 5 and May 20. The panel included the Local 1660 liaison Scott Riffle, Chair Gary Rebello, Chief Hitt, Director Shipley, HR Manager Steven Partain, and Talent Acquisition Program Lead Sara Serna.

Based on a consensus decision, we recommend Kathryn Logan and Erick Gillmore to fill the vacancies. The individuals possess the backgrounds, competencies, and temperament to complement the existing members of the Commission. Both candidates communicated an understanding of the purposes of the District's civil service system and the role of the Commission in maintaining robust, merit-based practices.

- Kathryn is a current resident of Wilsonville. She obtained her law degree and spent her career working as an Administrative Law Judge and Oregon Assistant Attorney General. Her last position was as the Board Chair of the Employment Relations Board, with oversight of staff and a three-member board.
- Erick is a current resident of Tigard. He served in the Air Force before beginning his 27-year career as a paramedic with AMR. Currently, he is a delivery truck driver for JB Hunt.

Staff recommends the appointment of Kathryn Logan and Erick Gillmore for a 20-month term based on the Board Ordinance, with their terms ending on February 28, 2027, to complete former commissioner

Stephen Mayer's and Jake Garland's terms. They will then be considered for reappointment to a standard 4-year term.

RECOMMENDED ACTION:

Approve the appointments of Kathryn Logan and Erick Gillmore to the Civil Service Commission.

PROPOSED MOTION:

"I move to appoint Kathryn Logan and Erick Gillmore to the Tualatin Valley Fire & Rescue Civil Service Commission with a term ending on February 28, 2027."

AGENDA ITEM
Tualatin Valley Fire & Rescue
Tigard, Oregon

| | | | |
|-------------|--|-----------------------|------------------------|
| SUBJECT: | Resolution 2025-03 to Adopt the 2025-26 Budget and Authorize Appropriations | FOR AGENDA OF: | June 24, 2025 |
| | | APPROVED FOR AGENDA: | Fire Chief Deric Weiss |
| | | DEPARTMENT OF ORIGIN: | Fire Chief's Office |
| PROCEEDING: | Discussion and Approval | DATE SUBMITTED: | June 17, 2025 |
| EXHIBITS: | Resolution 2025-03 to Adopt the 2025-26 Budget and Authorize Appropriations; Exhibit A: Schedule of Appropriations | CLEARANCES: | Fire Chief's Office |

BUDGET IMPACT

| | | |
|------------------------------|-------------------------|--|
| EXPENDITURE REQUIRED: -0- | AMOUNT BUDGETED: -0- | APPROPRIATION REQUIRED: \$270,534,223 |
|------------------------------|-------------------------|--|

BACKGROUND:

The hearing for the 2025-26 District budget as approved by the Budget Committee was held on June 24, 2025. Staff recommend that the Board adopt the budget for fiscal year 2025-26 by approving Resolution 2025-03.

RECOMMENDED ACTION:

Approve Resolution 2025-03 to adopt the Tualatin Valley Fire and Rescue 2025-26 budget and authorize appropriations.

PROPOSED MOTION:

"I move to approve Resolution 2025-03 to adopt the Tualatin Valley Fire and Rescue 2025-26 budget and authorize appropriations."

RESOLUTION 2025-03

RESOLUTION OF TUALATIN VALLEY FIRE AND RESCUE, A RURAL FIRE PROTECTION DISTRICT, WASHINGTON, CLACKAMAS, YAMHILL, AND MULTNOMAH COUNTIES TO ADOPT THE 2025-26 BUDGET AND AUTHORIZE APPROPRIATIONS

WHEREAS, the Tualatin Valley Fire and Rescue, A Rural Fire Protection District, (“District”) budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, was approved by the District Budget Committee on May 14, 2025, and the budget hearing has been held on June 24, 2025, on the budget as approved by the Budget Committee; and

WHEREAS, the All Funds summary for fiscal year beginning July 1, 2025, and ending June 30, 2026; and

| | |
|------------------------|------------------|
| Personnel Services | \$ 167,705,768 |
| Materials and Services | 23,407,613 |
| Capital Outlay | 59,254,484 |
| Debt Service | 8,905,358 |
| Transfers | 4,011,000 |
| Contingency | <u>7,250,000</u> |
| Total | \$ 270,534,223 |

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Tualatin Valley Fire and Rescue hereby adopts the budget as approved by the Budget Committee; and

NOW THEREFORE BE IT ALSO RESOLVED, that the Board of Directors of Tualatin Valley Fire and Rescue hereby adopts total appropriations for the 2025-26 fiscal year in the amount of \$270,534,223 and which is now on file in the Command and Business Operations Center at 11945 SW 70th Ave., Tigard, Oregon; and

BE IT ALSO RESOLVED, that the amounts for the fiscal year beginning July 1, 2025, for the purposes shown are hereby appropriated as follows:

General Fund

| | |
|------------------------------------|--------------------|
| Command Directorate | 4,465,796 |
| Business Directorate | 20,965,888 |
| Finance Directorate | 13,195,361 |
| Operations Directorate | 141,122,367 |
| Strategic Services Directorate | 8,357,629 |
| Non-Organizational | |
| Transfers Out | 4,011,000 |
| Contingency | <u>2,000,000</u> |
| <i>Total appropriations</i> | 194,118,041 |
| Unappropriated Ending Fund Balance | <u>50,207,700</u> |
| Total Fund Requirements | 244,325,741 |

Apparatus & Vehicles Fund

| | |
|------------------------------------|------------------|
| Apparatus and Vehicles | 3,451,800 |
| Non-Organizational | |
| Contingency | <u>500,000</u> |
| <i>Total appropriations</i> | 3,951,800 |
| Unappropriated Ending Fund Balance | <u>1,004,200</u> |
| Total Fund Requirements | 4,956,000 |

Capital Improvements Fund

| | |
|------------------------------------|------------------|
| Capital Improvements | 2,638,424 |
| Non- Organizational | |
| Contingency | 1,000,000 |
| <i>Total appropriations</i> | 3,638,424 |
| Unappropriated Ending Fund Balance | 1,919,576 |
| Total Fund Requirements | 5,558,000 |

MERRC Fund

| | |
|------------------------------------|------------------|
| Communications | 500,000 |
| Non- Organizational | |
| Contingency | 500,000 |
| <i>Total appropriations</i> | 1,000,000 |
| Unappropriated Ending Fund Balance | 3,165,000 |
| Total Fund Requirements | 4,165,000 |

Grants Fund

| | |
|--------------------------------|----------------|
| Grants | 579,100 |
| <i>Total appropriations</i> | 579,100 |
| Total Fund Requirements | 579,100 |

Bonded Debt Service Fund

| | |
|------------------------------------|------------------|
| Debt Service-Principal | 6,780,000 |
| Debt Service-Interest | 2,125,358 |
| <i>Total appropriations</i> | 8,905,358 |
| Unappropriated Ending Fund Balance | 71,425 |
| Total Fund Requirements | 8,976,783 |

Property and Building Fund

| | |
|------------------------------------|------------------|
| Capital Construction and Land | 2,500,000 |
| Non- Organizational | |
| Contingency | 500,000 |
| <i>Total appropriations</i> | 3,000,000 |
| Unappropriated Ending Fund Balance | 3,056,000 |
| Total Fund Requirements | 6,056,000 |

Capital Projects Fund

| | |
|------------------------------------|-------------------|
| Capital Construction and Land | 51,312,000 |
| Non- Organizational | |
| Contingency | 2,750,000 |
| <i>Total appropriations</i> | 54,062,000 |
| Unappropriated Ending Fund Balance | 2,428,350 |
| Total Fund Requirements | 56,490,350 |

Insurance Fund

| | |
|--------------------------------|----------------|
| Insurance | 610,000 |
| <i>Total appropriations</i> | <u>610,000</u> |
| Total Fund Requirements | <u>610,000</u> |

Pension Trust Fund

| | |
|--------------------------------|---------------|
| Personnel Services | 11,000 |
| <i>Total appropriations</i> | <u>11,000</u> |
| Total Fund Requirements | <u>11,000</u> |

Volunteer LOSAP Fund

| | |
|--------------------------------|----------------|
| Personnel Services | 456,500 |
| <i>Total appropriations</i> | <u>456,500</u> |
| Total Fund Requirements | <u>456,500</u> |

Custodial Fund

| | |
|--------------------------------|----------------|
| Materials and Services | 202,000 |
| <i>Total appropriations</i> | <u>202,000</u> |
| Total Fund Requirements | <u>202,000</u> |

| | |
|---|--------------------|
| Total appropriations | 270,534,223 |
| Unappropriated Ending Fund Balance | <u>61,852,251</u> |
| Total Budget | <u>332,386,474</u> |

APPROVED AND ADOPTED, on June 24, 2025

Justin J. Dillingham, President

ATTEST:

Clark I. Balfour, Secretary/Treasurer

AGENDA ITEM
Tualatin Valley Fire & Rescue
Tigard, Oregon

SUBJECT: Resolution 2025-04 to Levy and FOR AGENDA OF: June 24, 2025
Categorize Taxes

APPROVED FOR AGENDA: Fire Chief Deric Weiss

DEPARTMENT OF ORIGIN: Fire Chief's Office

PROCEEDING: Discussion and Approval DATE SUBMITTED: June 17, 2025

EXHIBITS: Resolution 2025-04 to Levy and CLEARANCES: Fire Chief's Office
Categorize Taxes

BUDGET IMPACT

| EXPENDITURE REQUIRED: -0- | AMOUNT BUDGETED: -0- | APPROPRIATION REQUIRED: -0- |
|------------------------------|-------------------------|--------------------------------|
|------------------------------|-------------------------|--------------------------------|

BACKGROUND:

The hearing for the 2025-26 District budget and operating and general obligation bond debt service levies was held on June 24, 2025. The same tax rate and Debt Service Fund Levy were approved by the Budget Committee on May 14, 2025.

RECOMMENDED ACTION:

Approve Resolution 2025-04 to levy and categorize taxes.

PROPOSED MOTION:

"I move to approve Resolution 2025-04 to adopt the 2025-26 permanent tax levy rate of \$1.5252 per \$1,000 of assessed value, the local option tax levy of \$0.69 per \$1,000 of assessed value for operations, and \$8,854,070 for general obligation debt service within the District as outlined in the Resolution."

RESOLUTION 2025-04

RESOLUTION OF TUALATIN VALLEY FIRE AND RESCUE, A RURAL FIRE PROTECTION DISTRICT, WASHINGTON, CLACKAMAS, YAMHILL, AND MULTNOMAH COUNTIES TO LEVY AND CATEGORIZE TAXES

BE IT RESOLVED, that the Board of Directors of Tualatin Valley Fire & Rescue, a Rural Fire Protection District, hereby levies the taxes provided for in the adopted budget in the rate of \$2.2152 per \$1,000 of assessed value for operations (comprised of \$1.5252 permanent rate and \$0.69 local option tax rate) and \$8,854,070, for bonds, and that these taxes are hereby imposed and categorized for tax year 2025-26, upon the assessed value of all taxable property with the District.

Subject to the General Government Limitation:

| | |
|-----------------------|------------------|
| Permanent Rate | \$1.5252/\$1,000 |
| Local Option Tax Levy | \$0.69/\$1,000 |

Excluded from the General Government Limitation:

| | |
|------------------------|-------------|
| Debt Service Fund Levy | \$8,854,070 |
|------------------------|-------------|

NOW THEREFORE BE IT RESOLVED, that the Budget Officer certify the County Clerk or other Recording Officer, County Assessor or other Assessing Officer, of Washington, Clackamas, Yamhill and Multnomah Counties, Oregon, and the Department of Revenue of the State of Oregon, the tax levy created by the resolution and shall file with them a copy of the adopted budget.

APPROVED AND ADOPTED, on June 24, 2025

Justin J. Dillingham, President

ATTEST:

Clark I. Balfour, Secretary/Treasurer

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Resolution 2025-05 to Approve FOR AGENDA OF: June 24, 2025
Budget Appropriations APPROVED FOR AGENDA: Fire Chief Deric Weiss

DEPARTMENT OF ORIGIN: Finance

PROCEEDING: Discussion and Approval DATE SUBMITTED: June 17, 2025

EXHIBITS: Resolution 2025-05 to Approve CLEARANCES: Fire Chief's Office
Budget Appropriations

BUDGET IMPACT

| EXPENDITURE REQUIRED: \$630,000 | AMOUNT BUDGETED: \$0 | APPROPRIATION REQUIRED: \$630,000 |
|---------------------------------|----------------------|-----------------------------------|
|---------------------------------|----------------------|-----------------------------------|

BACKGROUND:

The Governmental Accounting Standards Board (GASB) Statement 96 “Subscription-Based Information Technology Arrangements” (“SBITDA”) was issued to establish a definition of a SBITDA and provide uniform guidance for the accounting and financial reporting of such arrangements.

Essentially, this type of arrangement is a contract that conveys the control of the right to use another party’s information technology (IT) software to the District. When such a contract extends beyond one-year, and meets our internal recognition threshold of \$100,000, the District is required to recognize the right-to-use subscription asset and a corresponding subscription liability.

To comply with this accounting standard, the Finance Directorate in the General Fund requires appropriation for capital outlay of \$630,000 for the three-year extension of a SBITDA for Microsoft 365 which provides the District with productivity, collaboration, and security software applications.

RECOMMENDED ACTION:

Approve Resolution 2025-05 as recommended by staff.

PROPOSED MOTION:

“I move to approve Resolution 2025-05, to approve budget appropriations.”

RESOLUTION 2025-05
TO APPROVE GENERAL FUND BUDGET APPROPRIATIONS

**TUALATIN VALLEY FIRE AND RESCUE,
A RURAL FIRE PROTECTION DISTRICT OF
WASHINGTON, CLACKAMAS, YAMHILL AND MULTNOMAH COUNTIES**

WHEREAS, recognition of Capital Outlay for the executed subscription-based information technology arrangement extension of the productivity, collaboration, and security software, Microsoft 365, requires \$630,000; and

WHEREAS, the appropriation increases for Capital Outlay should be offset by an increase in Other Financing Source of \$630,000;

NOW THEREFORE BE IT RESOLVED, the Board of Directors authorizes the following budget amendment:

| General Fund: | Increase |
|-----------------------------|-----------------|
| Revenue: | |
| Other Financing Source | \$630,000 |
| Finance Directorate: | |
| Capital Outlay | \$630,000 |

APPROVED AND ADOPTED, on June 24, 2025

Justin J. Dillingham, President

ATTEST:

Clark I. Balfour, Secretary/Treasurer

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

| | | | |
|-------------|--|-----------------------|------------------------|
| SUBJECT: | Station 62 - Guaranteed Maximum Price (GMP) | FOR AGENDA OF: | June 24, 2025 |
| | | APPROVED FOR AGENDA: | Fire Chief Deric Weiss |
| | | DEPARTMENT OF ORIGIN: | Logistics |
| PROCEEDING: | Discussion and Approval | DATE SUBMITTED: | June 17, 2025 |
| EXHIBITS: | P&C Construction: GMP Estimate Package, dated 06/16/2025 | CLEARANCES: | Fire Chiefs Office |

BUDGET IMPACT

| EXPENDITURE REQUIRED: \$14,402,509.00 | AMOUNT BUDGETED: \$14,402,509.00 | APPROPRIATION REQUIRED: \$0.00 |
|---------------------------------------|----------------------------------|--------------------------------|
|---------------------------------------|----------------------------------|--------------------------------|

BACKGROUND:

TVF&R has identified the need to move Station 62 to a new location to improve emergency response times and accommodate for future growth within the district. The selected site (intersection of Pheasant and SW 185th, Aloha, OR) is undeveloped land requiring significant infrastructure development. P&C Construction was selected as the general contractor through the RFP 22-04 CMGC process for the Station 62 project.

Following the completion of the design development and cost estimation phase, P&C Construction has submitted a proposed Guaranteed Maximum Price (GMP) for the comprehensive scope of construction services necessary to build new Station 62 at Pheasant and SW 185th in Aloha, OR.

The proposed GMP of \$14,402,509.00 encompasses construction cost, existing conditions, general requirements, allowances (escalation to start 2026), contingency, CMGC liability insurance, MGC payment and performance bonds, and CMGC fees. The Capital Projects team, in collaboration with Hennebery Eddy Architects, has reviewed the GMP proposal and found it to be fair and reasonable.

Key cost factors included in the GMP:

- Onsite work - Bare land
 - Covers grading, excavation, stormwater management, landscaping, site lighting, fencing, and other improvements necessary to prepare and finish the site for operational use.
 - The GMP includes trenching, conduit installation, and connections for water, sewer, power, gas, and telecommunications.
 - Estimate Cost: \$3,480,716.00 (Onsite work subtotal)

- Right of way – road improvements
 - Includes curb and gutter installation, ADA compliant sidewalks, and pavement upgrades to support emergency vehicle traffic.
 - A new fire signal is required at the station's main entrance to ensure the safety and egress of emergency vehicles.
 - Estimate Cost: \$761,199.00 (Right of way subtotal)
- Concrete work
 - Includes all structural and flatwork concrete such as foundation, apparatus bay slabs, sidewalks, aprons, and long driveways. This work is critical to the stations and functionality.
 - Estimate Cost: \$497,541.00 (concrete)
- Massive retaining wall construction
 - Due to the site's topography, a substantial retaining wall is required to stabilize the building pad and ensure long-term structural integrity.
 - Estimated Cost: \$375,038.00 (Main wall & associated subtotal)

Key elements of the GMP include:

- Construction of a new 16,920 square foot Station 62
- Site preparation and utility installation
- Incorporation of substantial design features and emergency-efficient systems
- Construction contingency of 5%, \$632,121.00
- Escalation Allowance (start of 2026) of 3%, \$379,272.00

RECOMMENDED ACTION:

Approve the Guaranteed Maximum Price (GMP) contract with P&C Construction for the new build of Station 62 located at the intersection of Pheasant and SW 185th in the amount of \$14,402,509.00 (fourteen million, four hundred two, five hundred nine) and authorize the Fire Chief or designee to execute the contract and any related documents.

PROPOSED MOTION:

"I move to authorize the Fire Chief or his designee to execute the necessary contract documents with P&C Construction as recommended".



TUALATIN VALLEY FIRE & RESCUE FIRE STATION No. 62

GMP PACKAGE





**Tualatin Valley Fire & Rescue
Fire Station No. 62
GMP Package**

TABLE OF CONTENTS

1. Clarifications and Assumptions
2. GMP Estimate



1. CLARIFICATIONS AND ASSUMPTIONS



June 16, 2025

Tualatin Valley Fire & Rescue
11945 SW 70th Ave.
Tigard, OR 97223

Re: TVF&R Fire Station #62 GMP & Clarifications Dated 06/16/2025

Dear Client:

Below is the GMP & clarifications for the TVF&R Fire Station 62 Project based upon Hennebery Eddy Architect's Bid Set Documents Dated May 16th, 2025, for the new building:

GMP: \$14,402,509

Please note the following **Specific Qualifications & Clarifications:**

Division 1 - General

1. In accordance with the CM/GC contract, all contingencies identified in the GMP are considered as "Cost of Work" (C.O.W.) Therefore, markups for CM/GC fee, insurance, and bonds are applied to such contingencies. We suggest Owner carry separate contingency for unforeseen conditions and design changes.
2. GMP includes construction Contingency in the amount of \$632,121 (5.00%) which is available for P&C's exclusive use for unanticipated costs. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials (an additional \$379,272 (3.00%)); (d) correction of defective, damaged or nonconforming Work; (e) Subcontractor defaults; or (f) those events of the Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. It is the responsibility of the Owner to carry a separate Owner Contingency to cover design changes and unforeseen conditions.
3. GMP excludes any design contingency.
4. The GMP is itemized into distinct areas of work. NOTE: This is for informational purposes and must be considered FOR REFERENCE ONLY.
5. Builders risk insurance coverage and costs for such are NOT included in the GMP and shall be the responsibility of the owner. NOTE: owner to provide a complete copy of this policy to P&C to allow adequate review time prior to beginning any work on site.
6. The GMP includes 0.48% for CM/GC Corporate Activity Tax only. Provisions for subcontractor taxes will be included in their cost proposals.
7. Costs for Insurance and Performance and Payment Bonds will be invoiced prior to mobilization.
8. Where scope is listed as excluded, costs for such are not included in the GMP provided. If said scope is desired to be included, then the additional cost shall be the responsibility of the owner.

Division 2 – Existing Conditions

1. As-built surveying is excluded. Electronic (CAD) files will be provided for all items to be staked.

2. Boundaries and control provided will be relied upon. Excludes property boundary surveying services.

Division 3 – Concrete

1. Concrete cementitious material includes slag in lieu of fly ash. Slag is over 20% pre consumer recycled and is Type 1L Cement.
2. Excludes Fiber for Mix C per S002 Mix Design Table Note 11. Spec 03 30 00 does not specify the use of fiber for mix designs.
3. Excludes Slab Contraction Joint Device WR Meadows product per spec 03 30 00>2.6>D. Construction joints at slab are per details on S501.
4. Shrinkage Compensating Admixtures (SRA) have caused serious delamination issues in the past. (SRA) admixtures affect the quality of the finish. P&C does not accept any liability for finish or delamination issues if these admixtures are used and currently recommends avoiding them. Note that SRA may be required in the slab mix design if the shrinkage requirement is below 0.045%.
5. Assumes all grade beam B (GB-B) are 30" deep per notes on S201.

Division – 5 Metals

1. Cane rail finish is primed steel & paint per detail 3/A912.
2. Finish of wall handrails in the south stair tower are primed steel & paint per detail 6/A912.
3. Includes three antenna mount brackets. Excludes installation of the antennas. Assumed by owner; we can assist.

Division 6 – Woods and Plastics

1. Excludes WD-3 Wall Paneling at Fitness Room as indicated on Detail 7/A911. Includes WD-2 paneling as shown on Interior Elevations on A701.
2. Includes rabbeted/shoulder lock construction of the cabinet drawer boxes which deviates from the specified dovetail construction.
3. For WD-6 interior ceiling at Kitchen, quiet room, and wellness room, Assumes WD-6 as Tight knot Western Red Cedar.

Division 7 – Thermal & Moisture Protection

1. Air barrier testing, enclosure review, or confirmation of design is to be by owners third party inspector (RDH).
2. Sheet metal roofing, siding and flashings exclude custom colors.

Division 8 – Doors & Windows

1. Assumes openings 100C and 107 as type 1 hollow metal frame. Door schedule does not list a frame type for these openings.
2. Assumes hardware group assignments are per the door schedule and not per the opening assignments listed in the hardware specification.
3. Per the manufacturers model type FF300 Doors (Four-Fold Doors), 16 gauge steel sheeting at interior and exterior is included. Sheet metal shall be formed on the vertical interior of panels is 18 gauge construction.
4. Excludes 2.02.D & E Neoprene weather stripping on the Four-fold doors. Door Engineering uses EPDM per manufacturer of FF30 (Basis of Design).
5. Four-fold doors include inputs for radio receivers and include a receiver with antenna. Handheld transmitters by others.
6. Four-fold doors glazing includes (2) units' per panel (approximate size 29" x 73.5") type 1" insulated Pinkertons Energy Advantage Low-E Tempered Safety Glass. These are set window

sizes per the model type FF30 (Basis of Design). Excludes IG-2 glazing per spec 08 80 00 that is identified on Architectural Exterior Elevations.

7. Includes motor operated overhead sectional door at Fitness.

Division 9 – Finishes

1. Excludes any paint or sealer, inside or out, on the North stair/training tower per HEA response in P&C Clarification 01>sub section 5>item Q.

Division 10/11/12/14 – Specialties/Equipment/Furnishings/Conveying

1. Gear Grid lockers are included per the new proposed level 1 floor plan (includes 46 ea). Excludes doors and nameplates; these are quoted as open front lockers.
2. Manual roller shades include light filtering on all exterior windows except the clerestory windows and the bunk rooms. The bunk rooms will have blackout shades only. The one dining room window is figured to have both light filtering and a blackout shade.
3. Includes UrbanShades at the bunkrooms (Room darkening shade with side/sill channels) and Mecho5 System everywhere else.
4. Exclude MagniFlood light at flag pole. This light is not compatible with the specified winch flagpole. Assumes American beacon downlight compatible with internal housing.
5. Excludes clear and locking cleat box. Incompatible with specified internal winch flag pole.
6. Assumed under counter dishwashers are OFCI and not CFCI.
7. Owner to provide wall mounting brackets for their OFCI TV monitors.
8. Elevator is quoted as TK Elevator Corporation; Endura MRL, 2100 lb capacity, 125 fpm speed with brushed stainless-steel doors and interior cab finish and one set of protective pads. Additional features include two-speed fan, automatic fan/light shutdown, fire service provisions, hoistway access at top & bottom landings, emergency ADA phone, non-proprietary controller, solid state starting and biodegradable fluid. A MAX digital Service Trial subscription has been included for the duration of the New Installation Maintenance (NIM) period. Note, we could not get a response from Otis Elevator (Basis of design) but TKE is an approved manufacturer per the specifications.

Division 21/22/23 – Fire Protection/Mechanical

1. Includes Fire Suppression at combustible spaces of the exterior high soffit. A more cost-effective option can be explored. Fire suppression is not required at concealed spaces if filled with noncombustible insulation (Per NFPA13 2019 code 9.2.1.7.) For such a scenario, a maximum 2" air gap at the top of the insulation is required.
2. Fire sprinkler scope excludes a fire pump, galvanized pipe, nitrogen generator or any specialty systems (clean agent, pre-action, wet chemical, deluge, exposure).
3. We have included LG split systems in lieu of Mitsubishi per previously accepted BTL item 23-01.
4. HVAC equipment included as Aaon with LG splits. The controls are figured as point of use with thermostats and switches per the specifications and exclude Trane equipment and DDC controls. Excludes Bacnet or BAS. See Alternate #1 for a net add if we need to use Trane equipment with DDC controls systems (Trane would not break out the controls).
5. Exclude diesel fuel station and tank. Assume OFOI vendor. Includes power wiring to pump and fuel pump controller/monitoring equipment, light/timer, data outlet, contactor, and EPO.
6. Excludes AST-2 propane tank shown on tank schedule on P002; this tank would be supplied and set by owner's propane supplier with a service contract. Includes piping from tank to generator with required regulators and isolation valves.
7. Radon mitigation system is assumed to be a passive system. No booster fans or other powered items are included.

Division 26/27/28 – Electrical & Low Voltage

1. Includes Station Alerting System “Tap-out” (Rough-in & cabling only). Equipment, devices, programming and startup are assumed to be furnished and installed by owner.
2. Assumes PA Intercom system to be provided by owner’s Tap Out system contractor due to redundancies in scope. Per Honeywell, Owner Furnished Supplier of Station Alerting System, will furnish speakers and call stations that directly integrate to their station alerting equipment as part of the Honeywell G2 System. If PA Intercom is required outside of owner provided Tap Out system, a separate system, see alternate #3 for additional costs.
3. Includes Dual fuel generator with Natural Gas/Liquid Propane gas auto change over. Natural gas is the primary and then if pressure drops, a solenoid valve changes over to the Liquid Propane.
4. Excludes DAS (Distributed Antenna System).
5. Excludes burglar/intrusion alarm systems or rough in for any.
6. Excludes access control system except includes rough in for it. Assumes access control system by owner’s vendor.
7. Excludes video surveillance or CCTV system except includes rough in for it.
8. Photovoltaic system included.

Division 31/33 – Earthwork & Site Utilities

1. GMP does not include any sub foundation work (shoring, piling, geopiers, etc.) under the building.
2. Erosion control permit will be part of the 1200C application by the ERO/Owner. We will monitor and provide CESCL support while on-site, but this permit is not attainable by the contractor.
3. Assumes a dry weather start and suitable site soils for fills that are needed.
4. Handling or disposal of nested or solid boulders over 24" in diameter will be considered additional work.
5. Storm water will be discharged into existing storm systems. If filtration, permits, or treatment are required to discharge site water into the storm or sanitary system, these costs would be in addition to this proposal.
6. All aggregate base meet ODOT specs and will not meet <5% P200 spec for base rock.

Division 32 – Exterior Improvements

1. Excludes new Curbs or Curb & Gutter along 185th; Assumes existing to remain (except at new driveway).
2. Excludes topsoil, import or otherwise, for vegetated corridor areas, assumes planting in native soils already in place.
3. Assumes Type B ends at Vehicle Barrier (guard rail).

Please note the following **Standard Exclusions:**

- a. Building Permit, SDC’s, Water Meter or associated fees
- b. Architect or consultant fees
- c. Any and all permits except MEP Permits
- d. Special inspections, testing and bonds.
- e. Utility company fees, for example (NW Natural, water department, power utility, etc.)
- f. Franchise utility work/design/Fees including removal or relocation of overhead lines.
- g. Work to Existing Power poles, transformers, relocation of these services, and/or underground transformers, vaults, etc.
- h. BIM



- i. Testing and/or removal of any contaminated soils
- j. Over Excavation of Soils or unsuitable soils nor backfill for such
- k. Testing and/or removal of hazardous materials
- l. Adjacent property access costs and any costs associated with renting adjacent property for use during construction/staging.
- m. Tree grates
- n. CCTV system/Video Surveillance, Security/Burglar systems & Access Controls
- o. ROW/Street improvements.
- p. LEED Provisions until final determination

Thank you for giving P&C Construction the opportunity to work with you on this project. Please let me know if you have any questions.

Sincerely,
P&C Construction

Chana Frederick

Chana Frederick, Chief Estimator



2. GMP ESTIMATE



Project: TVF&R - Station 62
 Location: Aloha, OR

CONSTRUCTION GMP- 100% CONSTRUCTION DOCUMENTS

Cost Breakdown by AREA
 For Reference ONLY *Included in TOTAL*

Alternates

| Line # | Division | Description | TOTAL COST | New Building | On-Site Work | Main Wall & Associated | Right of Way | Alt.1: Add DDC Controls & Trane Equip. | Alt.2: Add Diesel Fuel System | Alt.3: Add Separate PA/Intercom System* |
|--------|----------|---|---------------------|--------------------|--------------------|------------------------|------------------|--|-------------------------------|---|
| 1 | 01 | GENERAL REQUIREMENTS | \$1,314,441 | \$525,776 | \$460,054 | \$65,722 | \$262,888 | \$0 | \$0 | \$0 |
| 2 | 02 | EXISTING CONDITIONS | \$162,191 | \$70,523 | \$50,474 | \$20,048 | \$21,146 | \$0 | \$0 | \$0 |
| 3 | 03 | CONCRETE | \$497,541 | \$497,541 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4 | 04 | MASONRY | \$184,303 | \$125,512 | \$58,791 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5 | 05 | METALS | \$347,270 | \$332,270 | \$15,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 6 | 06 | WOOD, PLASTICS, & COMPOSITES | \$1,221,480 | \$1,216,480 | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 7 | 07 | THERMAL & MOISTURE PROTECTION | \$1,073,212 | \$1,057,307 | \$15,905 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 8 | 08 | DOORS & WINDOWS | \$1,004,982 | \$1,004,982 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 9 | 09 | FINISHES | \$873,971 | \$854,988 | \$18,983 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 10 | 10 | SPECIALTIES | \$158,807 | \$114,306 | \$44,501 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 11 | 11 | EQUIPMENT | \$13,674 | \$13,674 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 12 | 12 | FURNISHINGS | \$12,620 | \$12,620 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 13 | 14 | CONVEYING EQUIPMENT | \$117,385 | \$117,385 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 14 | 21 | FIRE SUPPRESSION | \$142,100 | \$142,100 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 15 | 22 | PLUMBING | \$608,470 | \$602,310 | \$6,160 | \$0 | \$0 | \$0 | \$62,000 | \$0 |
| 16 | 23 | HEATING, VENTILLATING & AIR CONDITIONING | \$640,320 | \$640,320 | \$0 | \$0 | \$0 | \$423,690 | \$0 | \$0 |
| 17 | 26 | ELECTRICAL | \$1,442,704 | \$986,094 | \$261,610 | \$0 | \$195,000 | \$0 | \$0 | \$0 |
| 18 | 27 | COMMUNICATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$46,300 |
| 19 | 31 | EARTHWORK | \$1,750,390 | \$275,500 | \$1,354,890 | \$0 | \$120,000 | \$0 | \$0 | \$0 |
| 20 | 32 | EXTERIOR IMPROVEMENTS | \$1,067,239 | \$0 | \$763,978 | \$234,120 | \$69,141 | \$0 | \$0 | \$0 |
| 21 | 34 | TRANSPORTATION | \$9,315 | \$0 | \$0 | \$9,315 | \$0 | \$0 | \$0 | \$0 |
| 22 | | SUBTOTAL | \$12,642,415 | \$8,589,688 | \$3,055,347 | \$329,205 | \$668,175 | \$423,690 | \$62,000 | \$46,300 |
| 23 | | Escalation to 2026 start Allowance @ 3.00% | \$379,272 | \$257,691 | \$91,660 | \$9,876 | \$20,045 | \$12,711 | \$1,860 | \$1,389 |
| 24 | | Construction Contingency @ 5.00% | \$632,121 | \$429,484 | \$152,767 | \$16,460 | \$33,409 | \$21,185 | \$3,100 | \$2,315 |
| 25 | | Subtotal - Cost of Work | \$13,653,808 | \$9,276,863 | \$3,299,774 | \$355,542 | \$721,629 | \$457,585 | \$66,960 | \$50,004 |
| 26 | | CMGC Liability Insurance @ 1.15% | \$157,019 | \$106,684 | \$37,947 | \$4,089 | \$8,299 | \$5,262 | \$770 | \$575 |
| 27 | | CMGC Payment and Performance Bonds @ 1.00% | \$136,538 | \$92,769 | \$32,998 | \$3,555 | \$7,216 | \$4,576 | \$670 | \$500 |
| 28 | | Total Cost of Work | \$13,947,365 | \$9,476,316 | \$3,370,719 | \$363,186 | \$737,144 | \$467,423 | \$68,400 | \$51,079 |
| 29 | | CM/GC Fee (excl. Insurance & Bonds) @ 2.77% | \$386,342 | \$262,494 | \$93,369 | \$10,060 | \$20,419 | \$12,948 | \$1,895 | \$1,415 |
| 30 | | Subtotal | \$14,333,707 | \$9,738,810 | \$3,464,088 | \$373,246 | \$757,563 | \$480,371 | \$70,294 | \$52,494 |
| 31 | | Corporate Activity Tax (CAT) @ 0.48% | \$68,802 | \$46,746 | \$16,628 | \$1,792 | \$3,636 | \$2,306 | \$337 | \$252 |
| 32 | | TOTAL GMP AMOUNT | \$14,402,509 | \$9,785,556 | \$3,480,716 | \$375,038 | \$761,199 | \$482,677 | \$70,632 | \$52,746 |
| 33 | | Unit Cost per S.F. | \$851.21 | \$578.34 | \$50.50 | 0 | \$141.49 | 0 | 0 | 0 |
| 34 | | S.F. of Area | 16,920 | 16,920 | 68,923 | 5,380 | 5,380 | 0 | 0 | 0 |
| 35 | | OWNER'S STATED BUDGET FOR CONSTRUCTION | \$14,700,000 | | | | | | | |

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

| | | | |
|-------------|--|-----------------------|------------------------|
| SUBJECT: | Station 35 – Guaranteed Maximum Price (GMP) | FOR AGENDA OF: | June 24, 2025 |
| | | APPROVED FOR AGENDA: | Fire Chief Deric Weiss |
| | | DEPARTMENT OF ORIGIN: | Logistics |
| PROCEEDING: | Discussion and Approval | DATE SUBMITTED: | June 17, 2025 |
| EXHIBITS: | Kirby Nagelhout Construction (KNCC): GMP Estimate and GMP Letter, dated 06/16/2025 | CLEARANCES: | Fire Chiefs Office |

BUDGET IMPACT

| EXPENDITURE REQUIRED: \$11,614,391.00 | AMOUNT BUDGETED: \$11,614,391.00 | APPROPRIATION REQUIRED: \$0.00 |
|---------------------------------------|----------------------------------|--------------------------------|
|---------------------------------------|----------------------------------|--------------------------------|

BACKGROUND:

The current Station 35, located at 17135 SW Pacific Highway, King City, OR, has been recognized as lacking modern structure and optimal capacity for both current and future operational requirements. In October 2023, KNCC was selected as the general contractor through RFP 23-08 CMGC for the Station 35 project.

Following the completion of the design development and cost estimation phases, KNCC has submitted a proposed Guaranteed Maximum Price (GMP) for the comprehensive scope of construction services necessary to reconstruct Station 35.

The proposed GMP of \$11,614,391.00 encompasses construction costs, general conditions, general requirements, allowances, contingency, general liability insurance, performance and payment bonds, preconstruction services, and contractor fees. The Capital Projects team, in collaboration with Soderstrom Architects, has reviewed the GMP proposal and found it to be fair and reasonable.

Key elements of the GMP include:

- Demolition of the existing structure
- Site preparation and utility upgrades
- Construction of a new 17,308 square foot Station 35
- Incorporation of sustainable design features and energy-efficient systems
- A contingency allowance of 5%, totaling \$546,890.00

RECOMMENDED ACTION:

Approve the Guaranteed Maximum Price (GMP) contract with KNCC for the rebuild of Station 35 in the amount of \$11,614,391.00 (eleven million, six hundred fourteen thousand, three hundred ninety-one dollars) and authorize the Fire Chief or designee to execute the contract and any related documents.

PROPOSED MOTION:

"I move to authorize the Fire Chief or his designee to execute the necessary contract documents with Kirby Nagelhout Construction Company as recommended".



TVFR Station 35

GMP ESTIMATE

June 16, 2025

GMP Letter

GMP Estimate

The following provides additional information regarding the assumptions KNCC has used in the formation of the GMP estimate.

KNCC offers a GMP price for the Station 35 project excluding the temp station for the sum of (Eleven million, six hundred fourteen thousand, three hundred ninety-one dollars) \$11,614,391.

General Notes

1. This GMP estimate is based on the TVFR Station #35 Permit Set Documents, dated April 28, 2025, prepared by Soderstrom Architects, Structural drawings dated 4/28/25 from KPFF, Mechanical & Plumbing drawings dated 4/28/25 by R&W Engineering, Electrical drawings dated 4/28/25 by Interface Engineering, and AKS drawings dated 4/28/25.
2. KNCC is carrying a Project Contingency of 3% for Drawings revision for Plan check comments, drawing comments from the City or Claire Group, drawing revisions for structural, ODOT or civil changes and coordination between KNCC, Soderstrom and their consultants.
3. This budget estimate excludes a Builders Risk Policy at this time.
4. The building has been figured at 17,308 total sf.
5. Assumes the mezzanine is an unfinished space and only fire tape the drywall per code.
6. Excludes the Temp Station that has been included in EWA #2 with TVFR for \$519,548 in previous TVFR request.

GMP ESTIMATE SUMMARY REPORT

TVFR - Station 35 - Summary

June 16, 2025

| Scope of Work | Quantity | Unit | Cost / Unit | Cost | Subtotals |
|---|-----------|--------------|---------------|--------------|----------------------|
| Base | | | | | |
| TVFR Station 35 | 1.00 | ls \$ | 8,104,684 | \$ 8,104,684 | |
| Sitework | 1.00 | ls \$ | 1,334,856 | \$ 1,334,856 | |
| Off-Site work | 1.00 | ls \$ | - | \$ - | |
| General Conditions | 1.00 | ls \$ | 956,751 | \$ 956,751 | |
| General Requirements | 1.00 | ls \$ | 222,939 | \$ 222,939 | |
| Project Total Cost | | | \$ 104.11 /sf | | \$ 10,619,229 |
| Sub-Totals | | | \$ 10,619,229 | | |
| Index To Construction Start | | | \$ - | \$ - | /sf |
| City/Claire Comments and Drawings revisions Allowance | 3% | \$ 318,577 | \$ 18.41 | | /sf |
| Contractors Contingency | 5.00% | \$ 546,890 | \$ 31.60 | | /sf |
| Builders Risk Insurance (Excluded) | 0.00% | \$ - | \$ - | | /sf |
| General Liability Insurance | 0.80% | \$ 91,878 | \$ 5.31 | | /sf |
| Performance & Payment Bond | 1.00% | \$ 115,766 | \$ 6.69 | | /sf |
| General Contractor Fee | 2.95% | \$ 344,924 | \$ 19.93 | | /sf |
| EWA #2 Temp Station | | \$ (519,548) | 0 | | |
| Preconstruction Services | | \$ 96,675 | 0 | | |
| Project Total | | | \$ 11,614,391 | \$ 671.04 | /sf |
| Building Area | 17,308.00 | /sf | | | |
| Site Area | 54,345 | /sf | | | |
| Project Owner Contingency | 5% | \$ 530,961 | \$ 30.68 | | /sf |
| | | | \$ 12,145,352 | | |

CHIEF'S REPORT

- A. Capital Projects Update and Capital Projects Expenditure Summary
- B. New Hire Announcement
- C. Promotion Announcements
- D. Retirement Announcements
- E. Fourth of July Preparedness
- F. Beaverton Urban Renewal Letter
- G. District Events
 - Hands-only CPR Nike Event
 - Multi-company Wildland Training
 - June Community Events Report

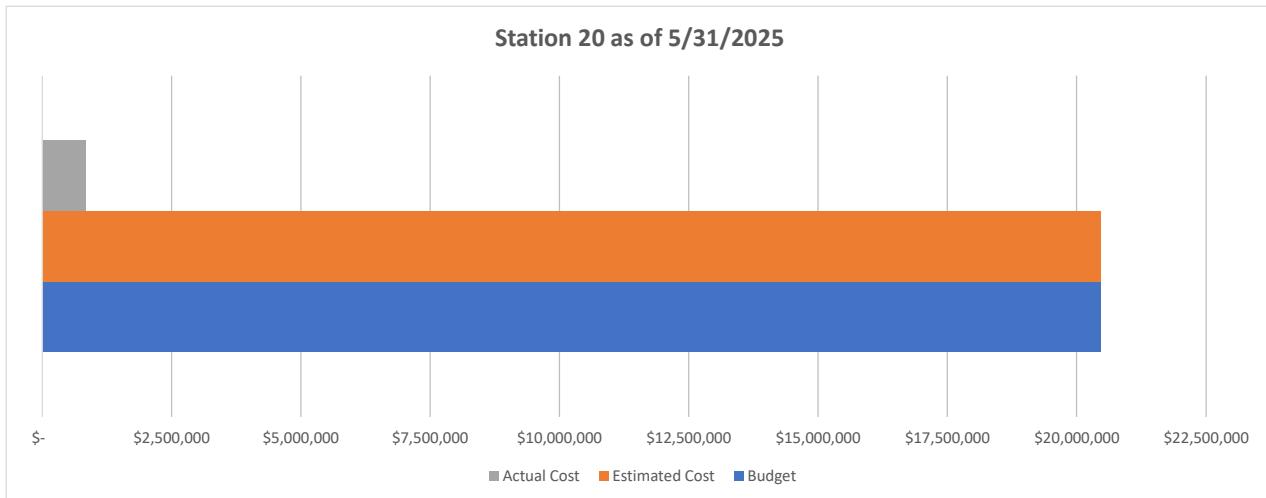


CAPITAL PROJECTS



PROJECT INFORMATION

| | |
|----------------------|----------------------------------|
| Project Name | Station 20 - BOND |
| Project Description | Rebuild |
| Location | Newberg 414 East 2nd Street |
| Construction Manager | Kirby Nagelhout Construction Co. |
| Start Date | Fall 2024 |
| Completion Date | Spring 2027 |



| | Estimated Costs | FY2024 | FY2025 | Total Actuals |
|-----------------------------------|---------------------|-----------------|------------------|------------------|
| 01 Construction & Land | 16,000,000 | - | 349,246 | 349,246 |
| 02 Professional and Tech Services | 960,000 | 3,262 | 39,450 | 42,712 |
| 03 Attorney Fees | - | - | - | - |
| 04 Permits and Fees | 800,000 | - | - | - |
| 05 Architectural Services | 1,280,000 | - | 311,318 | 311,318 |
| 06 Project Management | 480,000 | 60,361 | 83,001 | 143,362 |
| 07 Temporary Quarters | 540,000 | - | - | - |
| 09 Demolition | - | - | - | - |
| Unclassified | - | - | - | - |
| Total Fund 52 | 20,060,000 | 63,623 | 783,015 | 846,638 |
| Other/Start-up costs (Fund 10/22) | 400,000 | - | - | - |
| TOTAL | \$20,460,000 | \$63,623 | \$783,015 | \$846,638 |

Totals may not foot due to rounding.

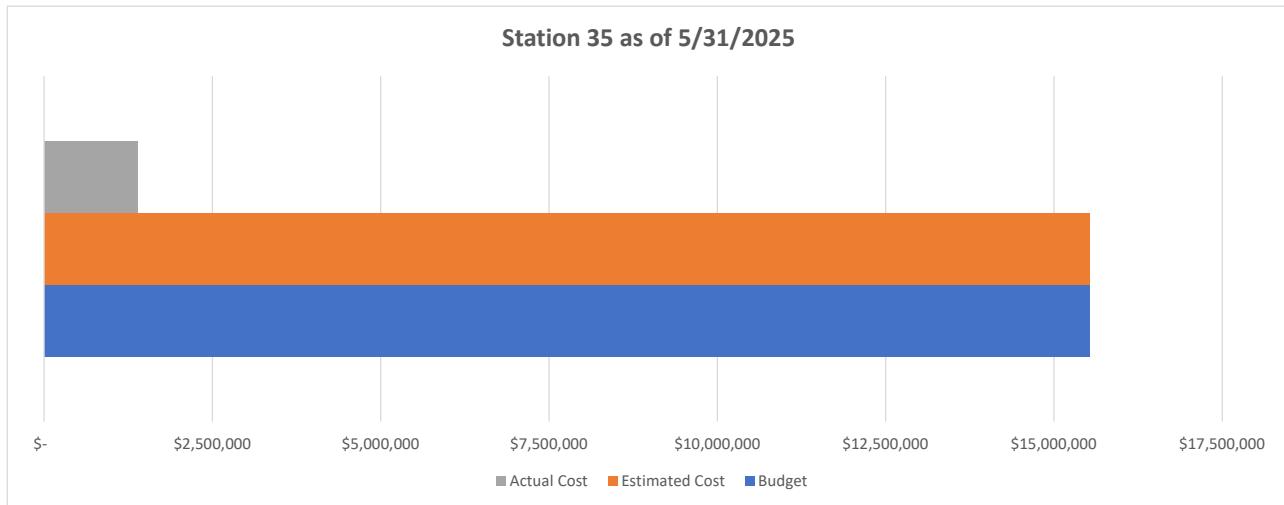


CAPITAL PROJECTS



PROJECT INFORMATION

| | |
|----------------------|--------------------------------------|
| Project Name | Station 35 - BOND |
| Project Description | Rebuild |
| Location | King City 17135 SW Pacific Highway |
| Construction Manager | Kirby Nagelhout Construction Co. |
| Start Date | Summer 2024 |
| Completion Date | Winter 2026 |



| | Estimated Costs | FY2024 | FY2025 | Total Actuals |
|-----------------------------------|---------------------|------------------|--------------------|--------------------|
| 01 Construction | 12,200,000 | - | - | - |
| 02 Professional and Tech Services | 732,000 | 54,559 | 233,158 | 287,717 |
| 03 Attorney Fees | - | - | 2,721 | 2,721 |
| 04 Permits and Fees | 610,000 | - | 98,125 | 98,125 |
| 05 Architectural Services | 976,000 | 135,198 | 468,190 | 603,387 |
| 06 Project Management | 366,000 | 97,392 | 114,341 | 211,733 |
| 07 Temporary Quarters | 240,000 | - | 177,726 | 177,726 |
| 09 Demolition | - | - | - | - |
| Unclassified | - | - | - | - |
| Total Fund 52 | 15,124,000 | 287,149 | 1,094,261 | 1,381,409 |
| Other/Start-up costs (Fund 10/22) | 400,000 | - | - | - |
| Total | \$15,524,000 | \$287,149 | \$1,094,261 | \$1,381,409 |

Totals may not foot due to rounding.

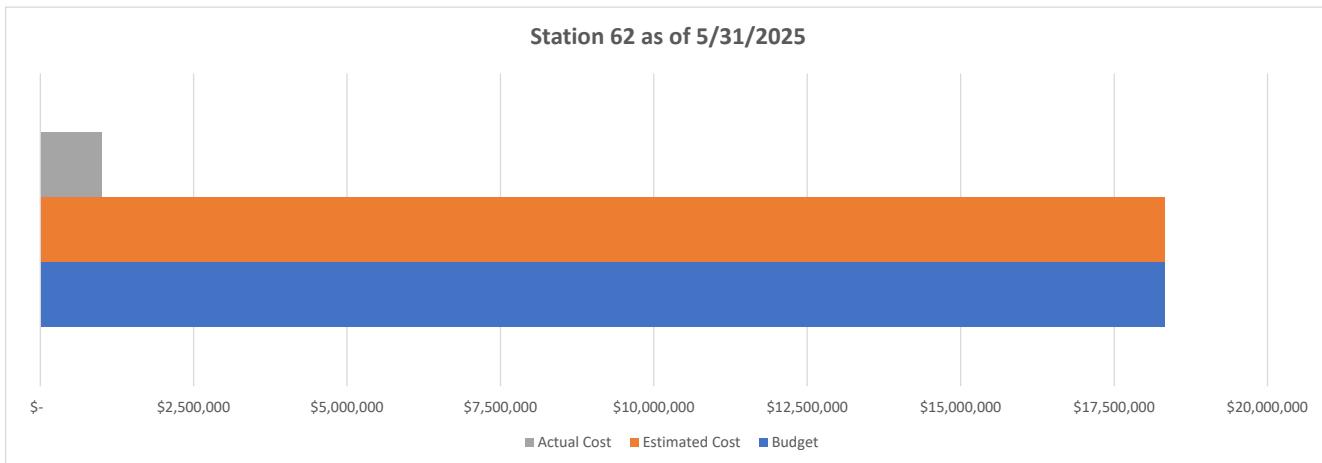


CAPITAL PROJECTS



PROJECT INFORMATION

| | |
|----------------------|--------------------------|
| Project Name | Station 62 - BOND |
| Project Description | New Station |
| Location | Aloha 185th & Pheasant |
| Construction Manager | P&C Construction |
| Start Date | Spring 2023 |
| Completion Date | Spring 2027 |



| | Estimated Costs | FY2022 | FY2023 | FY2024 | FY2025 | Total Actuals |
|--|---------------------|-----------------|------------------|----------------------|------------------|--------------------|
| 01 Construction | 14,700,000 | - | - | - | - | - |
| 02 Professional and Tech Services | 882,000 | 44,083 | 60,860 | 120,193 | - | 225,136 |
| 03 Attorney Fees | - | 291 | 4,000 | - | 389 | 4,679 |
| 04 Permits and Fees | 735,000 | 500 | 34,201 | (332) ⁽¹⁾ | 283 | 34,652 |
| 05 Architectural Services | 1,176,000 | 29,794 | 481,561 | 70,750 | 80,864 | 662,970 |
| 06 Project Management | 441,000 | - | 5,500 | 30,890 | 42,353 | 78,744 |
| 07 Temporary Quarters | - | - | - | - | - | - |
| 09 Demolition | - | - | - | - | - | - |
| Unclassified | - | - | - | - | - | - |
| Total Fund 52 | \$17,934,000 | \$74,668 | \$586,122 | \$221,501 | \$123,889 | \$1,006,182 |
| Other/Start-up costs (Fund 10/22) | \$400,000 | \$- | \$- | \$- | \$- | \$- |
| Total | \$18,334,000 | \$74,668 | \$586,122 | \$221,501 | \$123,889 | \$1,006,182 |

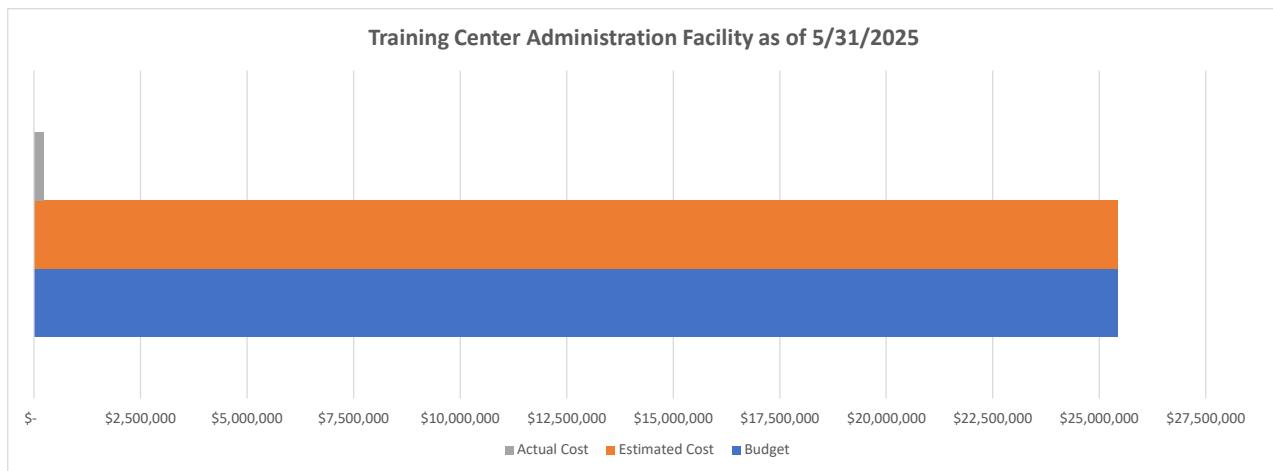
⁽¹⁾ Permit refund received Feb. 2024

Totals may not foot due to rounding.



PROJECT INFORMATION

| | |
|----------------------|--|
| Project Name | Training Center Administration Facility - BOND |
| Project Description | Rebuild |
| Location | Sherwood 12400 SW Tonquin Road |
| Construction Manager | Perlo Construction |
| Start Date | Winter 2024 |
| Completion Date | Winter 2027 |



| | Estimated Costs | FY2023 | FY2024 | FY2025 | Total Actuals |
|-----------------------------------|---------------------|-----------------|----------------|------------------|------------------|
| 01 Construction | 20,000,000 | 48,705 | - | - | 48,705 |
| 02 Professional and Tech Services | 1,200,000 | - | 78 | 8,390 | 8,468 |
| 03 Attorney Fees | - | - | - | 2,721 | 2,721 |
| 04 Permits and Fees | 1,000,000 | - | - | - | - |
| 05 Architectural Services | 1,600,000 | - | 8,600 | - | 8,600 |
| 06 Project Management | 600,000 | - | - | 142,982 | 142,982 |
| 07 Temporary Quarters | 500,000 | - | - | - | - |
| 09 Demolition | - | - | - | - | - |
| Unclassified | - | - | - | - | - |
| Total Fund 52 | 24,900,000 | 48,705 | 8,678 | 154,093 | 211,475 |
| Other/Start-up costs (Fund 10/22) | 525,000 | - | - | - | - |
| Total | \$25,425,000 | \$48,705 | \$8,678 | \$154,093 | \$211,475 |

Totals may not foot due to rounding.

New Hire Announcement



Alex Highland

Hired for the
Fleet Technician position on
May 1, 2025.

Battalion Chief Promotion Announcement



Tim Nokes

Promoted to Battalion Chief
effective May 16, 2025.

Captain Promotion Announcements



Robin Peters

Promoted to Captain
effective May 1, 2025.



Jared Whitney

Promoted to Captain
effective May 16, 2025.

Lieutenant Promotion Announcements

Effective May 1, 2025



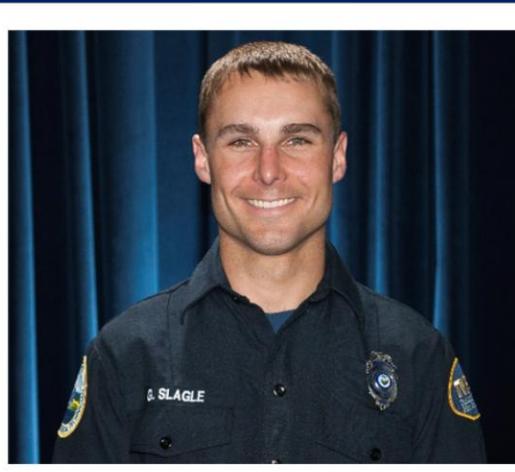
Ethan Dawson-Hurley



Marcus Koss



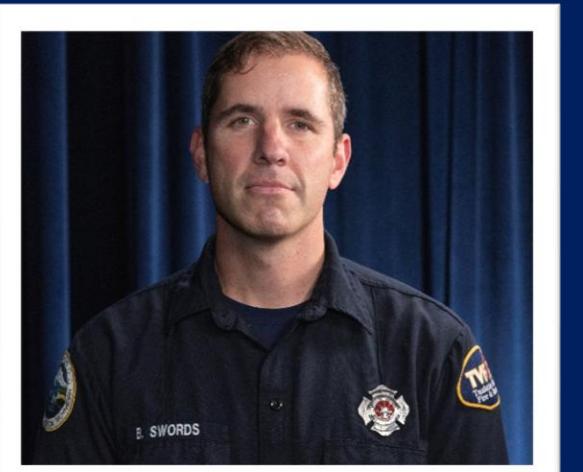
Austin Lawrence



Grant Slagle



Daniel Starr



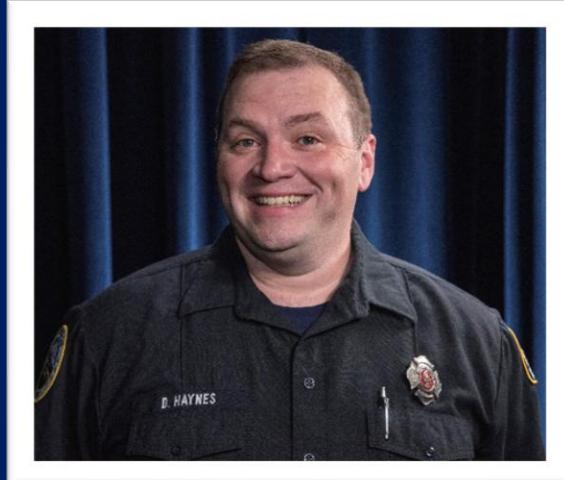
Brent Swords

Apparatus Operator Promotion Announcements

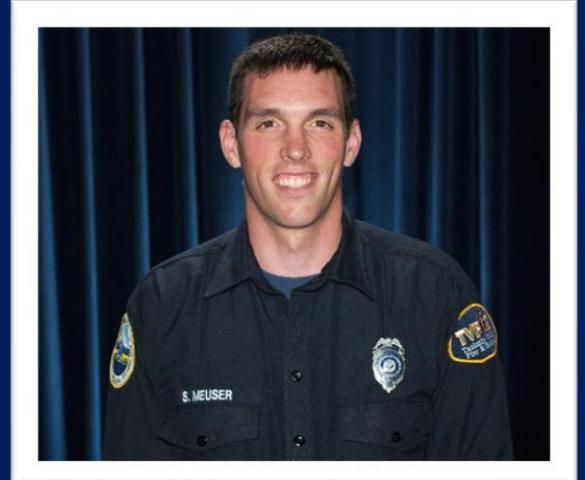
Effective May 1, 2025



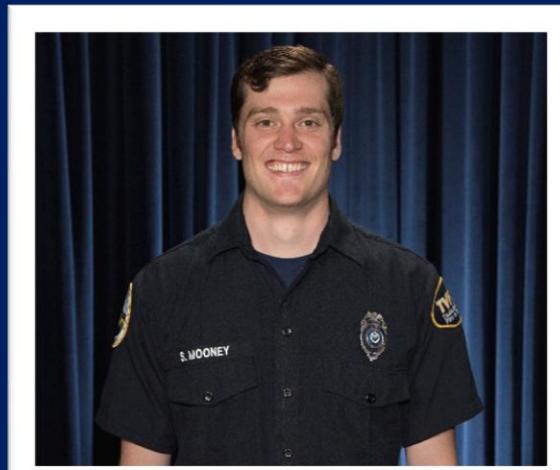
Cameron Conger



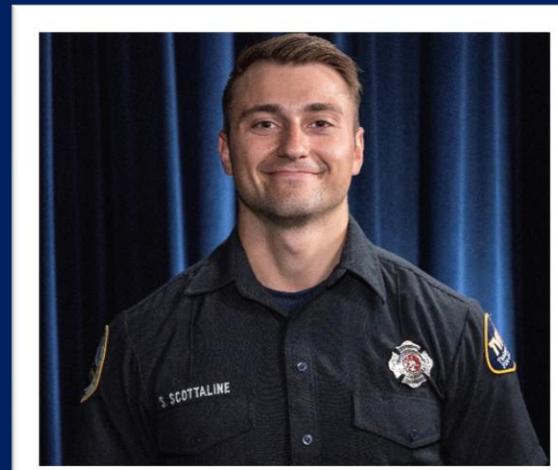
Dallas Haynes



Scott Meuser



Sean Mooney



Samuel Scottaline

Apparatus Operator Promotion Announcements

Effective May 1, 2025



Kyle Thompson

Alex Warnock

Retirement Announcement



Chris Childers

Retired from the
Volunteer Battalion Chief position
May 31, 2025.

Served TVF&R for 30 years

Kenny Frentress

Retires from the
Deputy Chief of Operations
position on
June 30, 2025.

Served TVF&R for 26 years

Hands-Only CPR Event @ Nike 2025



Multi-company Wildland Training 2025



June Community Events

| Start Time | Title | Estimated People Reached |
|------------|---|--------------------------|
| 6/2/25 | 17/A Chief Haven State of the District to North Plains City Council | 20 |
| 6/3/25 | CAS/60B Tumwater MS HO CPR/AED Day 1 | 180 |
| 6/3/25 | 52/B Station Tour Victory Academy | 7 |
| 6/3/25 | 61/B Station Tour | 0 |
| 6/3/25 | 67/B Beaverton Lodge & Rose Court Luncheon for First Responders | 75 |
| 6/3/25 | 66/B School Visit Greenway Elementary | 9 |
| 6/3/25 | 67T/B Chief Weiss State of the District to Beaverton's City Council | 25 |
| 6/3/25 | 33/B Chief Hitt State of the District to Sherwood's City Council | 25 |
| 6/4/25 | CAS/60C Tumwater MS HO CPR/AED Day 2 | 120 |
| 6/4/25 | CRR/DFM/APCP Adult Foster Home Providers ODHS | 75 |
| 6/5/25 | 66/A School Visit Greenway Elementary | 15 |
| 6/5/25 | 65/A Station Tour Hope Chinese Charter Kinders | 34 |
| 6/5/25 | 58/A Station Tour Bui Family and Friends | 10 |
| 6/5/25 | 61/A Station Tour Westview Special Education | 15 |
| 6/5/25 | 17/A Ice Cream Social Event | 200 |
| 6/5/25 | 62 CPO 6 Meeting | 25 |
| 6/6/25 | 64/B School Visit Rock Creek Elementary | 48 |
| 6/6/25 | 60/B Neighborhood Block Party | 75 |
| 6/7/25 | 35/C Civic/Community Grace Point Community Church | 200 |
| 6/7/25 | SET/Vols/34C Booth/Civic Tualatin Blender Dash | 500 |
| 6/9/25 | 67/B School Visit Aloha Huber | 150 |
| 6/9/25 | 34/B School Visit Bridgeport Elementary | 80 |
| 6/9/25 | 65/B Station Tour Hope Charter Chinese Kinders | 34 |
| 6/9/25 | 64/B Springville ES End of Year party | 500 |
| 6/10/25 | 20/C Station Tour Joan Austin Elementary | 43 |
| 6/10/25 | 52/C RDO Station Tour Victory Academy | 9 |
| 6/10/25 | PAO/CAS/51 Civic/Community Tigard Leadership | 40 |
| 6/10/25 | 60 CPO 1 Meeting | 25 |
| 6/11/25 | CAS/Traudt Charbonneau Senior Safety presentation | 40 |
| 6/12/25 | 59/B Station Tour Moms group | 26 |
| 6/12/25 | 56 Wilsonville Civics Academy - Police & Fire | 20 |
| 6/13/25 | 50/C Station Tour Jones Family | 4 |
| 6/13/25 | 64/C Station Tour Maya Child Care and Preschool | 20 |
| 6/13/25 | 35/C RDO Civic/Community Summerfield Estates | 60 |
| 6/14/25 | SET/20A Booth Newberg Pride | 200 |
| 6/14/25 | 35/A Civic/Community King City Senior Center Flag Day Celebration | 100 |
| 6/16/25 | 34/C Station Tour family & friends | 5 |
| 6/16/25 | CAS Booth Leviton Manufacturing Co., Inc. | 100 |
| 6/18/25 | CAS/58B Speaker West Linn Safety Town | 30 |
| 6/18/25 | 60/B Station Tour Albertina Kerr Inclusive Day Services | 12 |
| 6/18/25 | 20/B Civic/Community Public Works Day | 500 |
| 6/18/25 | E35/A Chief Smith State of the District | 20 |
| 6/19/25 | 68/C Station Tour Joshi Family | 7 |
| 6/19/25 | 53 CPO 3 Meeting | 20 |
| 6/19/25 | 17 CPO 8 Meeting | 25 |
| 6/21/25 | 52/B CANCELED Civic/Community Int'l Paper Employee/Family Picnic | 0 |
| 6/21/25 | PLACEHOLDER 66/B THPRD Natsu Matsuri Celebration | 100 |
| 6/22/25 | Aux's Civic/Neighborhood Tigard Balloon Festival | 300 |
| 6/22/25 | 67/C Station Tour Robertson Family | 2 |
| 6/23/25 | 35 CPO 4K Meeting | 20 |
| 6/24/25 | 55/B RDO Civic/Community West Linn Summer Camp | 30 |
| 6/24/25 | 64 Station Tour Albertina Kerr Inclusive Day Services | 12 |
| 6/25/25 | 64/C School Visit Mindful Montessori | 67 |
| 6/25/25 | 70 CPO 4M Meeting | 12 |
| 6/26/25 | 61/A School Visit Mindful Montessori | 117 |
| 6/26/25 | CAS/34A Booth Fujimi Corp. | 100 |
| 6/26/25 | SET/20A Booth/Community YCCO Summer Family Picnics | 150 |
| 6/27/25 | PLACEHOLDER 50/B Civic Event Movie in the Park | 100 |
| 6/28/25 | 69/C Station Tour Small Mom Group | 26 |
| 6/28/25 | SET/51 Booth/Parade Tigard Pride | 300 |
| 6/29/25 | SET/67 Booth/Small Walking Parade Beaverton Pride | 200 |

DIRECTORS' REPORT

ITEMS NOT LISTED ON THE AGENDA