



BOARD OF DIRECTORS MEETING AGENDA

Meeting will be conducted virtually and available for viewing via the District's YouTube channel:

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

Tuesday, December 9, 2025

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. Oregon Department of Emergency Management Statewide Preparedness and Incident Response Grant – Heavy Lift Air Bags 5
- B. Oregon Department of Emergency Management Statewide Preparedness and Incident Response Grant – Hydraulic Rescue 15
- C. Approval of Regular Board Meeting Minutes (November 18, 2025) 25

III. RECOGNITION

IV. PUBLIC PARTICIPATION

V. STAFF PRESENTATION

- A. Annual Liability Insurance Update – Geoff Sinclair, Brown & Brown Northwest, Inc.

VI. FINANCE REPORT

VII. CORRESPONDENCE

VIII. OLD BUSINESS

- A. Board Policy Section 6 (Fire Chief Role and Executive Functions) *Second Reading* – Chief Hitt* 64

IX. NEW BUSINESS

- A. Legislative Subcommittee Appointment – Chief Hitt* 88
- B. Resolution 2025–09 Terminating Public Procurement Authority – Chief Hitt* 89
- C. Oregon Fire District Directors Association (OFDDA) Membership – Chief Hitt* 96
- D. Training Center Modular Classrooms Purchase and Installation – Director Hicks 97
- E. Station 20 Guaranteed Maximum Price (GMP) – Director Hicks* 98

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XII.	ITEMS NOT LISTED IN THE AGENDA	

* Requires Action

CALL TO ORDER

CONSENT AGENDA

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
STATEWIDE PREPAREDNESS AND INCIDENT RESPONSE
GRANT AGREEMENT**

Project Name: Tualatin Valley Fire and Rescue

Agreement Number: SP25-015

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM”), and Tualatin Valley Fire and Rescue (“Recipient”) and collectively referred to as the “Parties”. This Agreement becomes effective only when fully signed and approved as required by applicable law. This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- This Agreement without any Exhibits.
- Exhibit A Equipment Schedule
- Exhibit B Program Requirements
- Exhibit C Contact Information

Pursuant to Oregon Laws 2017, Chapter 657 (the “Act”), OEM is authorized to award grants and enter into grant agreements as part of the Statewide Preparedness and Incident Response Program (“SPIRE” or “Program”), disbursing such grants from the Resiliency Grant Fund established in the Act.

SECTION 1 – GRANT OF EQUIPMENT

OEM shall provide Recipient, and Recipient shall accept from OEM, all item(s) of emergency response vehicles, equipment, and other personal property identified in Exhibit A (“Equipment”).

OEM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OEM:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OEM may reasonably require.

SECTION 2 – USE OF EQUIPMENT

Recipient shall use the Equipment to decrease risks to life and property resulting from an “Emergency,” as that term is defined in ORS 401.025. Recipient may use the preparedness equipment for any purpose, governmental or otherwise, that is permissible for assets financed with tax-exempt bonds, including nonemergency purposes. Equipment may be requested by other organizations to prepare for or to be used during or after emergencies. Recipient shall have agreements in place or readily available and shall develop and maintain a plan for hand-off and training of borrowing user. Recipient shall provide OEM with equipment’s normal operating location. When equipment is loaned or deployed outside of Recipient’s normal operating area, Recipient shall notify OEM upon deployment and upon return. If equipment is unavailable at any time, whether out for service, repair, or any other reason, Recipient shall notify OEM. If a private organization requests equipment, Recipient shall obtain approval from OEM before making any use of preparedness equipment that is outside the scope of the purpose of the private organization as stated in the formation documents or bylaws of the organization.

SECTION 3 – OPERATION AND MAINTENANCE EXPENSES; MINIMUM INSURANCE REQUIREMENT

Recipient shall be solely responsible for the costs of operating, maintaining, licensing, and insuring the Equipment and the costs, if any, to acquire and install any parts, accessories, or attachments for the Equipment (collectively, the “Operating Expenses”). OEM shall not be responsible for any Operating Expenses while the Equipment remains in Recipient’s possession, custody, or control. If Equipment requires motor vehicle liability insurance, Recipient shall obtain motor vehicle liability insurance in accordance with ORS 806.080, covering Recipient’s use of the Equipment for bodily injury and property. Coverage shall be written with a combined single limit of not less than \$1,000,000. Automobile Liability Insurance must include the “State of Oregon, the Oregon Department of Emergency Management, and their respective officers, members, agents and employees” as an endorsed Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

SECTION 4 – OWNERSHIP

OEM will retain ownership of the Equipment and can reclaim any or all of the item(s) of Equipment at any time and for any duration based on Recipient’s failure to meet requirements of this Agreement, community needs, or any other purpose, as determined by OEM in its sole discretion to best meet the emergency preparedness needs of the State or Oregon. Upon the Equipment being fully depreciated under governmental accounting principles, OEM may elect to sell the Equipment to Recipient at its fair market value at the time of sale.

SECTION 5 – REPRESENTATIONS AND COVENANTS OF RECIPIENT

- A. Existence and Power. Recipient represents and warrants to OEM that Recipient is a municipality duly organized under the laws of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- B. Authority, No Contravention. The making and performance by Recipient of this Agreement: (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Agreement.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any

document submitted by or on behalf of the Recipient to OEM. The information contained in this Agreement is true and accurate in all respects.

- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.
- G. Bonds. Recipient acknowledges that the State of Oregon may issue certain bonds (“Bonds”) in part to fund this grant and that the interest paid on the Bonds is excludable from gross income for federal income tax purposes. Recipient further acknowledges that the uses of the Equipment by Recipient during the term of the Bonds may impact the tax-exempt status of the Bonds. Accordingly, Recipient agrees to comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations, (“Code”) necessary to protect the exclusion of interest on the Bonds from federal income taxation.
- H. Private Use. Recipient shall not, without prior written consent of OEM, permit more than five percent (5%) of the Equipment to be used in a "private use" by a "private person" (as defined in the Code) if such private use could result in the State of Oregon, receiving direct or indirect payments or revenues from the portion of the Equipment to be privately used.
- I. Compliance. Recipient shall maintain documentation demonstrating compliance with this subsection 5 for the life of the Bonds, including any refunding bonds, and shall make sure documentation is available to OEM upon request.
- J. Records, Access to Records. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon (“Secretary”), and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.
- K. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement or the Equipment for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- L. Equipment Inspections. Recipient shall permit authorized representatives of OEM to periodically inspect the Equipment, with or without notice.
- M. FOR Oregon Governmental Entities: Contributory Liability and Contractor Indemnification.
 - (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 may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related 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. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.]

N. Survival. This Section 5 shall survive any expiration or termination of this Agreement.

SECTION 6 - DEFAULT

Any of the following constitutes an "Event of Default":

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. The Recipient fails to perform any obligation required under this Agreement and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OEM. OEM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM's obligations to make the Grant, return of all Equipment, and declaration of ineligibility for the receipt of future awards from OEM. These remedies are cumulative and not exclusive of any other remedies provided by law.

SECTION 8 - TERMINATION

- A. Termination by OEM. In addition to terminating this Agreement upon an Event of Default as provided in Section 7, OEM may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by OEM in such written notice, if:
1. Recipient fails to follow grant agreement requirements or standard or special conditions;
 2. Recipient fails to adequately maintain the Equipment;
 3. Recipient fails to submit required reports;
 4. Recipient fails to comply with inspections for any reason;
 5. Recipient files a false certification in this application or other report or document, including correspondence with OEM by any medium; or
 6. OEM determines that the Equipment could be of greater use to the community elsewhere.
- B. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
1. Recipient no longer needs the Equipment; or
 2. The Equipment is beyond its useful life.
- C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten business days' notice to the other Party.
- D. OEM's Rights Upon Termination. Upon termination under this Section 8:
1. OEM may repossess the Equipment from Recipient and, if Recipient has failed to adequately maintain the Equipment as required by Section 3, require Recipient to reimburse OEM the cost of repairing the Equipment; or
 2. Where Recipient has failed to adequately maintain the Equipment as required by Section 3, OEM may require Recipient to pay OEM an amount equal to the Equipment's fair market value assuming proper maintenance and repair.

SECTION 9 - MISCELLANEOUS

- A. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this 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. Each party shall bear its own costs incurred under this Section 9.b.
- B. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- C. Notices. Except as otherwise expressly provided in this section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Recipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any

communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail, or other means, but such communications shall not be deemed Notices under this section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- D. Governing Law, Consent to Jurisdiction. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- E. Compliance with Law. Recipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project.
- F. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction 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 this Agreement did not contain the particular term or provision held to be invalid.
- G. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- H. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Signature page follows.

The Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Department of Emergency Management

TUALATIN VALLEY FIRE AND RESCUE

By: _____
Alaina Mayfield, Preparedness Section
Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Recipient)

By: Not Required per OAR 137-045-0030

By: _____
Recipient's Legal Counsel
Date: _____

Exhibit A – Equipment Schedule

Description	Make	Model	Serial No.
heavyliftairbags			

Exhibit B – Program Requirements

Recipient will complete annual report as requested by OEM. Report is due October 15 each year for the period October to September annually and can be found on the [OEM SPIRE webpage](#). Recipient will confirm data provided online is correct and will submit changes to oem.spire@oem.oregon.gov whenever necessary.

Minor repairs and adjustments to equipment can be made by recipient to maintain integrity and improve performance without notification of OEM. If equipment is modified, it must be able to perform capability it was granted for. Modifications that may change the equipment's response capability must be reported to and approved by SPIRE program staff. Modifications made without prior authorization from OEM are not permitted.

If OEM provides signage, tracking devices, inventory tags, or other items, Recipient is responsible to ensure they remain affixed to the equipment and notify OEM if they are lost, stolen or damaged.

Maintenance schedules are to be developed established within one month of receipt of equipment and recorded in maintenance log. Maintenance logs are to be located on site and will be reviewed when OEM completes their annual inventory visit.

Please note that these program requirements are in addition to requirements in contract and may be modified based on changes in legislation or ongoing program needs.

Exhibit C – Contact Information

Except as otherwise expressly provided in this Agreement, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently provide:

Recipient Program Contact 1:

Peter Godon
Battalion Chief
Tualatin Valley Fire and Rescue
11945 SW 70th Ave.
Portland, Oregon 97223
503-703-5886
503-259-1726
peter.godon@tvfr.com

OEM Program Contact:

Carole Sebens
Grants Coordinator
Oregon Department of Emergency Management
3930 Fairview Industrial Dr. SE
Salem, OR 97302
503-798-1938
carole.l.sebens@oem.oregon.gov

After Hours Contact Information:

Alex Haven- Deputy Chief of Operation
503-318-2869

Battalion Chief Mobile Line-
503-781-5303

OEM Fiscal Contact:

Amy Mettler
Chief Financial Officer/Finance Section
Manager
Oregon Department of Emergency Management
3930 Fairview Industrial Dr. SE
Salem, OR 97302
971-719-0650

Recipient Fiscal/Other Contact Information:

Andy Smusz
Controller
503-259-1259
andy.smusz@tvfr.com

Amy.mettler@oem.oregon.gov

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
STATEWIDE PREPAREDNESS AND INCIDENT RESPONSE
GRANT AGREEMENT**

Project Name: Tualatin Valley Fire and Rescue

Agreement Number: SP25-013

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM”), and Tualatin Valley Fire and Rescue (“Recipient”) and collectively referred to as the “Parties”. This Agreement becomes effective only when fully signed and approved as required by applicable law. This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

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- Exhibit B Program Requirements
- Exhibit C Contact Information

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SECTION 1 – GRANT OF EQUIPMENT

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OEM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OEM:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OEM may reasonably require.

SECTION 2 – USE OF EQUIPMENT

Recipient shall use the Equipment to decrease risks to life and property resulting from an “Emergency,” as that term is defined in ORS 401.025. Recipient may use the preparedness equipment for any purpose, governmental or otherwise, that is permissible for assets financed with tax-exempt bonds, including nonemergency purposes. Equipment may be requested by other organizations to prepare for or to be used during or after emergencies. Recipient shall have agreements in place or readily available and shall develop and maintain a plan for hand-off and training of borrowing user. Recipient shall provide OEM with equipment’s normal operating location. When equipment is loaned or deployed outside of Recipient’s normal operating area, Recipient shall notify OEM upon deployment and upon return. If equipment is unavailable at any time, whether out for service, repair, or any other reason, Recipient shall notify OEM. If a private organization requests equipment, Recipient shall obtain approval from OEM before making any use of preparedness equipment that is outside the scope of the purpose of the private organization as stated in the formation documents or bylaws of the organization.

SECTION 3 – OPERATION AND MAINTENANCE EXPENSES; MINIMUM INSURANCE REQUIREMENT

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SECTION 5 – REPRESENTATIONS AND COVENANTS OF RECIPIENT

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- B. Authority, No Contravention. The making and performance by Recipient of this Agreement: (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
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- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any

document submitted by or on behalf of the Recipient to OEM. The information contained in this Agreement is true and accurate in all respects.

- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.
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If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.]

N. Survival. This Section 5 shall survive any expiration or termination of this Agreement.

SECTION 6 - DEFAULT

Any of the following constitutes an "Event of Default":

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. The Recipient fails to perform any obligation required under this Agreement and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OEM. OEM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM's obligations to make the Grant, return of all Equipment, and declaration of ineligibility for the receipt of future awards from OEM. These remedies are cumulative and not exclusive of any other remedies provided by law.

SECTION 8 - TERMINATION

- A. Termination by OEM. In addition to terminating this Agreement upon an Event of Default as provided in Section 7, OEM may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by OEM in such written notice, if:
1. Recipient fails to follow grant agreement requirements or standard or special conditions;
 2. Recipient fails to adequately maintain the Equipment;
 3. Recipient fails to submit required reports;
 4. Recipient fails to comply with inspections for any reason;
 5. Recipient files a false certification in this application or other report or document, including correspondence with OEM by any medium; or
 6. OEM determines that the Equipment could be of greater use to the community elsewhere.
- B. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
1. Recipient no longer needs the Equipment; or
 2. The Equipment is beyond its useful life.
- C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten business days' notice to the other Party.
- D. OEM's Rights Upon Termination. Upon termination under this Section 8:
1. OEM may repossess the Equipment from Recipient and, if Recipient has failed to adequately maintain the Equipment as required by Section 3, require Recipient to reimburse OEM the cost of repairing the Equipment; or
 2. Where Recipient has failed to adequately maintain the Equipment as required by Section 3, OEM may require Recipient to pay OEM an amount equal to the Equipment's fair market value assuming proper maintenance and repair.

SECTION 9 - MISCELLANEOUS

- A. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this 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. Each party shall bear its own costs incurred under this Section 9.b.
- B. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- C. Notices. Except as otherwise expressly provided in this section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Recipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any

communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail, or other means, but such communications shall not be deemed Notices under this section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- D. Governing Law, Consent to Jurisdiction. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- E. Compliance with Law. Recipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project.

- F. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction 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 this Agreement did not contain the particular term or provision held to be invalid.

- G. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

- H. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Signature page follows.

The Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Department of Emergency Management

TUALATIN VALLEY FIRE AND RESCUE

By: _____
Alaina Mayfield, Preparedness Section
Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Recipient)

By: Not Required per OAR 137-045-0030

By: _____
Recipient's Legal Counsel
Date: _____

Exhibit A – Equipment Schedule

Description	Make	Model	Serial No.
hydraulicrescue			

Exhibit B – Program Requirements

Recipient will complete annual report as requested by OEM. Report is due October 15 each year for the period October to September annually and can be found on the [OEM SPIRE webpage](#). Recipient will confirm data provided online is correct and will submit changes to oem.spire@oem.oregon.gov whenever necessary.

Minor repairs and adjustments to equipment can be made by recipient to maintain integrity and improve performance without notification of OEM. If equipment is modified, it must be able to perform capability it was granted for. Modifications that may change the equipment's response capability must be reported to and approved by SPIRE program staff. Modifications made without prior authorization from OEM are not permitted.

If OEM provides signage, tracking devices, inventory tags, or other items, Recipient is responsible to ensure they remain affixed to the equipment and notify OEM if they are lost, stolen or damaged.

Maintenance schedules are to be developed established within one month of receipt of equipment and recorded in maintenance log. Maintenance logs are to be located on site and will be reviewed when OEM completes their annual inventory visit.

Please note that these program requirements are in addition to requirements in contract and may be modified based on changes in legislation or ongoing program needs.

Exhibit C – Contact Information

Except as otherwise expressly provided in this Agreement, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently provide:

Recipient Program Contact 1:

Peter Godon
Battalion Chief
Tualatin Valley Fire and Rescue
11945 SW 70th Ave.
Portland, Oregon 97223
503-703-5886
503-259-1726
peter.godon@tvfr.com

OEM Program Contact:

Carole Sebens
Grants Coordinator
Oregon Department of Emergency Management
3930 Fairview Industrial Dr. SE
Salem, OR 97302
503-798-1938
carole.l.sebens@oem.oregon.gov

After Hours Contact Information:

Alex Haven- Deputy Chief of Operation

503-318-2869

Battalion Chief Mobile Line-
503-781-5303

OEM Fiscal Contact:

Amy Mettler
Chief Financial Officer/Finance Section
Manager
Oregon Department of Emergency Management
3930 Fairview Industrial Dr. SE
Salem, OR 97302
971-719-0650
Amy.mettler@oem.oregon.gov

Recipient Fiscal/Other Contact

Information: : Andy Smusz Controller
503-259-1259
andy.smusz@tvfr.com



Tualatin Valley Fire & Rescue Board of Directors Meeting Minutes

Tuesday, November 18, 2025

TVF&R Command and Business Operations Center

11945 SW 70th Avenue, Tigard OR 97223

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

ATTENDANCE

Board Members: Justin Dillingham, Clark Balfour, Randy Lauer, Roy Rogers, Bob Wyffels – in person.

Others present: Valerie Colgrove, Patrick Fale, Brian Ernst, Chris Hamilton, Corrine Hanning, Alex Haven, Kristen Henderson, Heidi Hicks, Laura Hitt, Victoria Jimenez, Eric Kennedy, Robert Petracca, Ryan Robinson, Lucy Shipley, James Smario, Brian Smith, Andy Smusz, Deric Weiss, James Whyte – TVF&R; Bob Blackmore – Attorney.

REGULAR SESSION

CALL TO ORDER President Dillingham called the Board meeting to order at 3:00 PM.

CONSENT AGENDA

Director Rogers moved, seconded by Director Wyffels to approve the consent agenda. The motion passed unanimously.

RECOGNITION

None.

PUBLIC PARTICIPATION

None.

STAFF PRESENTATION

None.

FINANCE REPORT

Finance Report (October 2025) Chief Financial Officer (CFO) Valerie Colgrove reviewed the finance report for the period ending October 31, 2025. Activity of note includes:

- **The General Fund** ending fund balance is approximately \$9.2 million which is slightly lower than prior years due to increased FTE associated with the local option levy and larger academies.

FINANCE REPORT (continued)

- First FY26 property tax payment expected this week; overall revenue timing discussed.
- Expenditures year-to-date are at 29% of budget year-to-date (benchmarked at 33.3%). All Directorates are under benchmark.
- Personnel services are at 31% year-to-date (includes ~\$600k of conflagration deployment costs).
- Budgeted union FTE is 548 for the year; current is 512 (effort to reach target with academies).
- Materials & services are at ~28% of budget year-to-date; no concerning trends identified.
- **Capital Projects Fund 52:** investment earnings are strong (80% of the budgeted amount). Around \$1.6 million was expended in the first four months for Stations 35, 62, 20 and the Training Center. More details on the capital expenditure are to be presented at the Board Workshop.

A question was raised about the Newberg transport billing timeline. Staff confirmed that the District typically sees the first payment 45 days after invoicing; full completion of claim may take around 3 months.

CORRESPONDENCE

Positive community feedback noted for the Community Academy. The Secretary of State sent a thank-you card after participating in a 24-hour academy this October.

OLD BUSINESS

Board Policy Section 5 (Training Division) Division Chief of Training James Whyte stated that Board Policy Section 5 - Training Division was presented for the first reading at the November 18, 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.

Director Wyffels moved, seconded by Director Lauer, to approve the second reading of Board Policy Section 5 (Training Division), by title only. The motion passed unanimously.

Victoria Jimenez gave the second reading of Board Policy Section 5 (Training Division), by title only.

NEW BUSINESS

Board Policy Section 6 (Fire Chief Role and Executive Functions) Chief Weiss said consistent with practice, that staff and legal counsel reviewed Board Policy Section 6 (Fire Chief Role and Executive Functions) and does not recommend changes to the current policy. The policy was presented for approval and first reading.

NEW BUSINESS (continued)

Director Rogers moved, seconded by Director Balfour, to approve the first reading of Board Policy Section 6 (Fire Chief Role and Executive Functions), by title only. The motion passed unanimously.

Victoria Jimenez gave the first reading of Board Policy Section 6 (Fire Chief Role and Executive Functions), by title only.

Bailout Device Purchase District Chief Robert Petracca requested the Board's approval to purchase 300 CMC Rescue Lever devices from L.N. Curtis & Sons via Sourcewell cooperative contract for \$144,375. Current HALO bailout devices are unsustainable due to sourcing and maintenance issues. Staff evaluated alternatives and selected CMC Rescue Lever devices (NFPA-rated lever models) following research, testing and asset management considerations. Discussion included rationale vs. climber-type gear and NFPA rating.

Director Rogers moved, seconded by Director Lauer, to authorize the Fire Chief or his designee to execute the necessary contract or purchase order documents with L.N Curtis & Sons as recommended. The motion passed unanimously.

CHIEF'S REPORT

New Hire Announcements Chief Weiss welcomed the following new hire:

- Tiffany Tone was hired for the Senior Payroll Specialist position effective October 6, 2025.

Promotions Announcements Chief Weiss congratulated the following individuals for their recent promotions:

- Sean Hoffmeister was promoted to Battalion Chief effective on October 1, 2025.
- Christopher Tompkins was promoted to Captain effective on October 1, 2025.
- Brent Bocchetti, Paul Carpenter, Austin Ellerton, Dalton Lickteig, Robert Rake, Vincent Sardam, Priscilla Taparra and Cody Walker were promoted to Apparatus Operators effective October 15, 2025.

Retirement Announcements Chief Weiss thanked the following individuals for their years of service as he announced their retirement:

- Steven Johnson retired from the Lieutenant position on October 31, 2025. He served TVF&R for 24 years.
- Jennifer Pelster retired from the Firefighter position on October 31, 2025. She served TVF&R for 27 years.
- William Coker retired from the Firefighter position on October 31, 2025. He served TVF&R for 26 years.
- Darrin Shore retired from the Firefighter position on October 31, 2025. He served TVF&R for 19 years.

CHIEF'S REPORT (continued)

Employee of the Quarter Chief Weiss congratulated Dorene Boger for being awarded Employee of the Quarter 3rd Quarter 2025 for her outstanding performance amid significant staffing challenges on her team, ensuring the Public Education team kept up with the continual demands.

District Events Chief Weiss provided the following updates:

- Community Academy, a 24-hour program for community leaders, occurred this year on October 24 -25. There were 11 leaders in attendance including the Secretary of State, mayor of Beaverton, city councilors, senior living owner, regional service directors. The program included station visits and ride-alongs. The program received positive media coverage and plans to run again in spring.
- Halloween Potluck & Chili Cookoff occurred this year on October 30. There were eight chili cookoff contestants; Controller Andy Smusz won a chili competition, and the Public Affairs team won best group costume. Chief Weiss recognized staff organizers.
- West Coast Giant Pumpkin Regatta: Station 34 team placed first place at this year's Pumpkin Regatta event on October 19. Event highlighted for public engagement.
- The November Community Events Report was presented.

Labor Relations Chief Weiss informed the Board that he is anticipating a formal letter from the Local 1660 to begin bargaining for a successor contract (current contract ends July 2026). Initial bargaining discussions are planned for early February 2026 and the Board can anticipate an executive session in February to discuss bargaining strategy. Local 1660 currently comprises two groups: firefighters (line staff) and logistics.

Intern Program Chief Weiss noted that four interns recently joined TVF&R. The program places college-age interns at stations with assignments and supports school coursework. The program has a high success rate leading to hiring list placement.

DIRECTORS' REPORT

Directors discussed re-engagement with the Oregon Fire District Directors Association (OFDDA). Directors expressed their support for rejoining the OFDDA to strengthen peer networks and training. No formal action required at this time, but consensus was reached to pursue further.

Director Rogers expressed interest in doing more outreach to local mayors. Board President Dillingham and Director Balfour volunteered to meet with local mayors as “ambassadors of goodwill” (not negotiating on behalf of staff). Staff should be notified before any meetings to provide background and coordinate talking points. The Board asked for staff support and calendar coordination. Additionally, the Board recognized long-serving staff and the value of institutional continuity.

ITEMS NOT LISTED ON THE AGENDA

None.

ADJOURNMENT

**Director Lauer moved, seconded by Director Rogers, to adjourn the regular meeting.
Motion carried unanimously.**

There being no further business to come before the Board, President Dillingham adjourned the meeting at 3:31 p.m.

APPROVED on November 18, 2025

Clark I. Balfour, Secretary/Treasurer

Minutes recorded & prepared by Victoria Jimenez

RECOGNITION

PUBLIC PARTICIPATION

STAFF PRESENTATION

FINANCE REPORT

The November financial report
will be shared with the Board
after the December board
meeting.

CORRESPONDENCE

Letters of Appreciation

Engine 50
LT Nunez, AO Trotter, FF Grow, FF Scott

2136
MSO Behrens, Dr. Daya

Friday 11/21 morning, my husband had an anaphylactic reaction and I called 911 who arrived very quickly. He and I were treated with nothing but efficiency, expertise, kindness and caring. I was very upset and they were patient and comforting. We have never had to call 911 and I work in the medical field and have for others for 45 years, however, as I found it, when it is your spouse things get way different. The dispatcher, Kelly stayed on the line with me until they arrived and they came in and gave him excellent care and carried a 260# man down many stairs. They were amazing. When we returned home later that evening I expected to have to clean.

One would not know they had been here!!! Literally!! I am deeply appreciative of each of those men, plus the MD and I believe commander that came in the suburban. We felt like royalty. Please thank each and everyone of them again. I tried to but rode with my husband in the ambulance so I did not get to each of them. Amazing men. Happy Thanksgiving!

Letters of Appreciation

Engine 33

CA Gallop, AO Rodriguez, FF Cone, FF Gering

I have watched the rescue of the child from his roof by TVFR and Sherwood Police. Exceptional job by all. Getting him safely off the roof was extraordinary to see. You all have a difficult job under some tough circumstances; you make me proud. Thanks to all who answered this call.

Engine 60

LT Price, AO Andre, FF Creagan, FF Lawson

You guys responded to a medical call on Sunday, Nov 9. I made the request for a wellness check for my friend. My friend was confused, and resisted going to the hospital. Your paramedic, respectfully and firmly, talked Walt into transport. It turned out he needed a craniotomy, and the surgeon said this was a probable lifesaving procedure which would not have resolved itself. I don't know how often you folks get thank yous; I'd really appreciate it if you could pass along my thanks to the responding crew, especially the paramedic.

Station 39

LT Sims, AO Mintie, FF O'Connell, FF Scamahorn

Thank you so much for having the TVFR join our Trunk or treat yesterday. We were so happy they were able to stay the whole time. In all the excitement I neglected to get their names and engine number. I wanted to thank them and let

them know what a positive impact they made and how our event was so much better for them having been there. My father was a volunteer for Wasco County Fire way back in the 70s and kids having access to meet firefighters away from emergency situations is very important to us. He was absolutely thrilled to hear you were coming to support his granddaughter's school! I owe your people an eternal debt of gratitude for helping us have the greatest Trunk or Treat in our school's history!

Engine 69

TO Rogerson, AO Howard, FF Siemon, FF Heydon

Thank you so much for the opportunity to thank the crew from Station 69 for helping me last November. My 14-year-old daughter found me unresponsive in bed and called 911, and the crew that responded in under 7 minutes included Lieutenant Joseph Rogerson and Paramedics Darin Heydon, Andrew Howard, and Robert Siemon (thanks for also writing up the report!).

Apparently, I had suffered a series of serious seizures due to hereditary cavernous abnormalities in my brain, which I didn't know I had. (Thanks, Mom!)

I received excellent emergency care at St. Vincent's Hospital, and I stayed there for two weeks before being transferred to Providence Portland's inpatient therapy, where I worked with fantastic therapists in PT, OT, and speech therapy. I was determined to see the Christmas Play my daughter had written over the previous months for the children at our church, so I left a few days before was probably wise, but I made it!

Working with therapists for months to regain my "self", I was finally cleared to drive in July 2025. I am now back at work and able to care for myself and my daughter normally.

I am SO grateful for the First Responders at TVFR for their help and care at the beginning of this journey. Thank you for getting me to the ambulance. Thank you for helping my daughter feel safe. Thank you for being ready and willing to help me and so many others in times of need when we are scared and aren't sure what to do.

I voted for the Local Option Levy, and I'd be happy to bring over something homemade for the station to share as well. Let me know if that's allowed.



Hello!

We had a firefighter visit at Trillium Creek Primary School in West Linn on October 14th. We made some thank you cards. Are you able to get them to the firefighters we had that day?

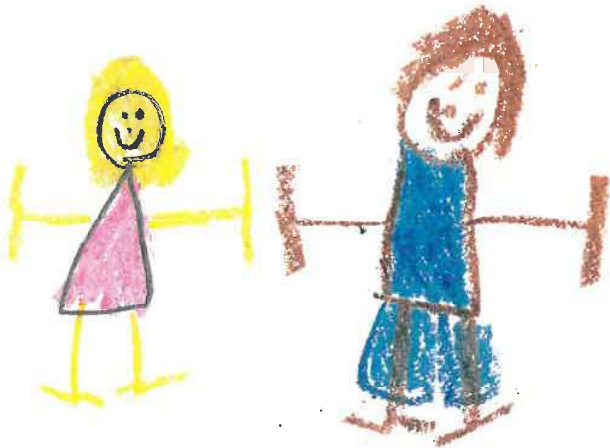
Thank you! The kids had a wonderful time!

Thank you,
Kristi Prasnikar

Dear Firefighters

I LOVE E11E

Thank you Firefighters
for coming to Trillium Creek



Thank you
for coming



be. Arie.

Dear

Firefighters
Thank you
for coming



Thank
you

Dear Firefighters,
Thank you
for coming to our
School.

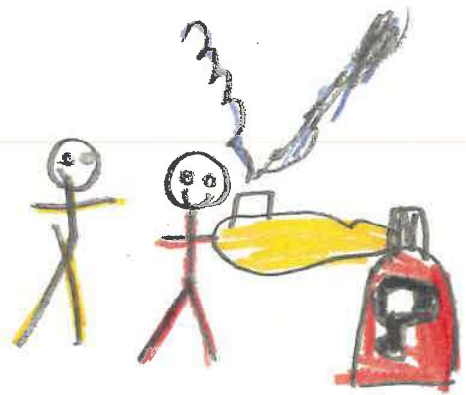
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Fire Fighters

Love: Emerson

Thank you
Fire Fighters

Love: Emerson



Thank You

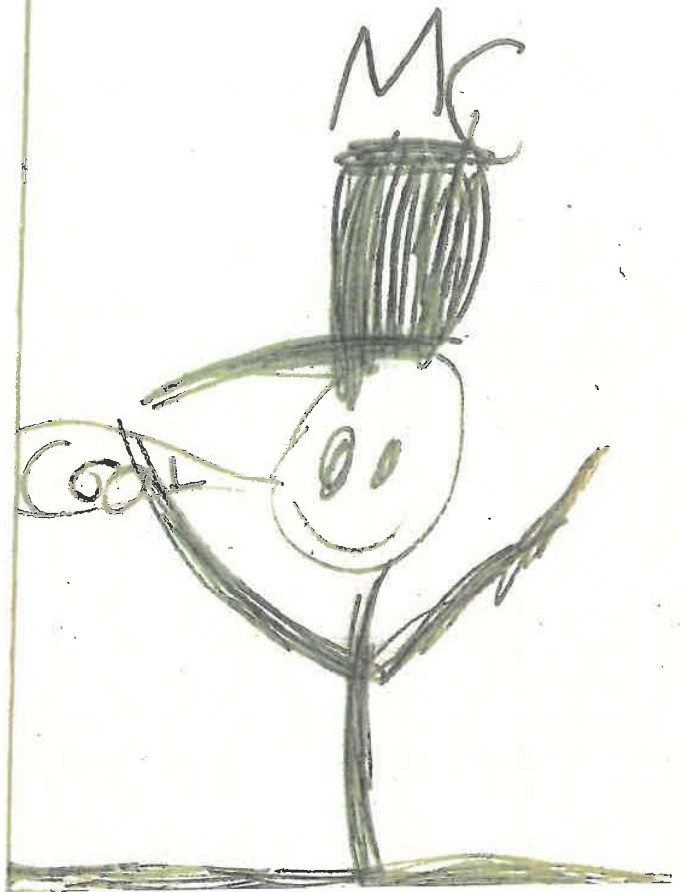
For coming to trillion creek

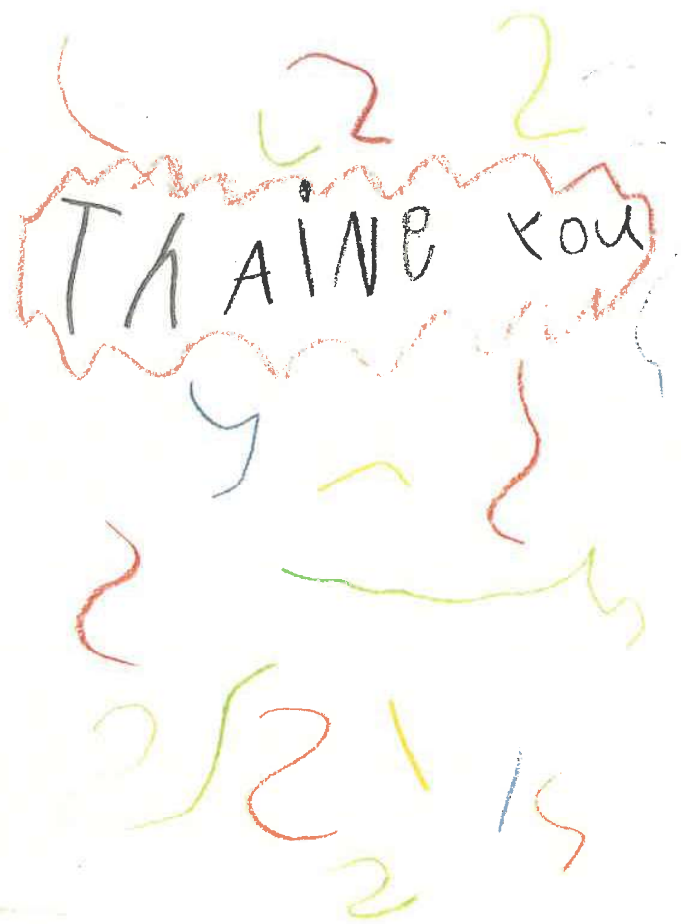


Thank You
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1500

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MALCOM





THANK YOU
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LONDON

Thank you
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Off Firefig
fire



I am finee





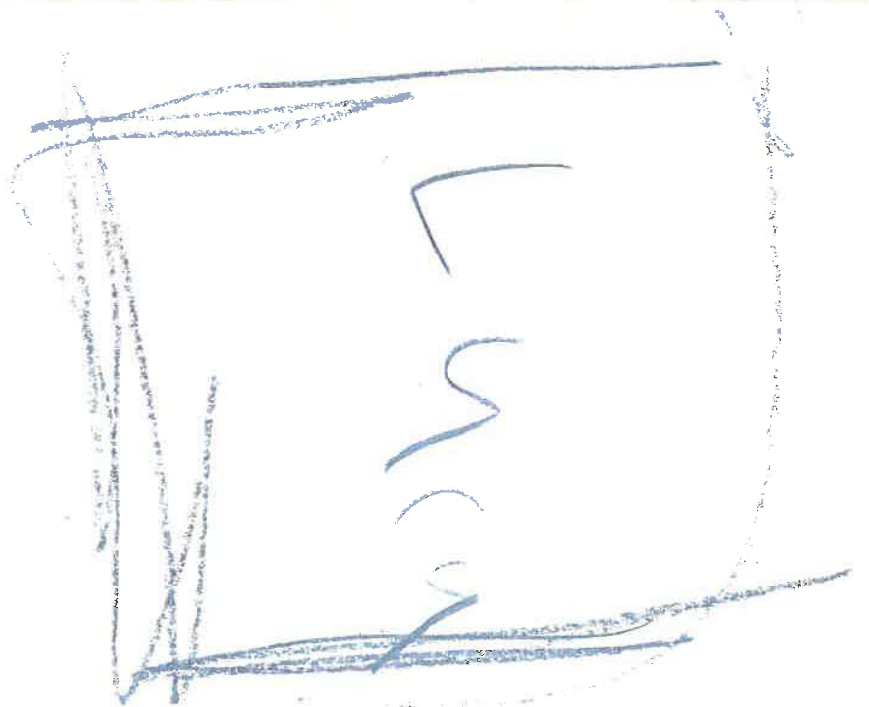
Dear Firefighter

Love Hailey. O O O

Thank you
for coming
to are school
and doing the
job of life
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live upawt

Stafede rouls
I Love you
give.

Dear First
Thank You
You
and
the class
happy



Thank you



Thank you

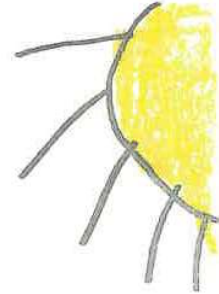
Dear Firefighters
Thank you
for coming
to our school

Juliane

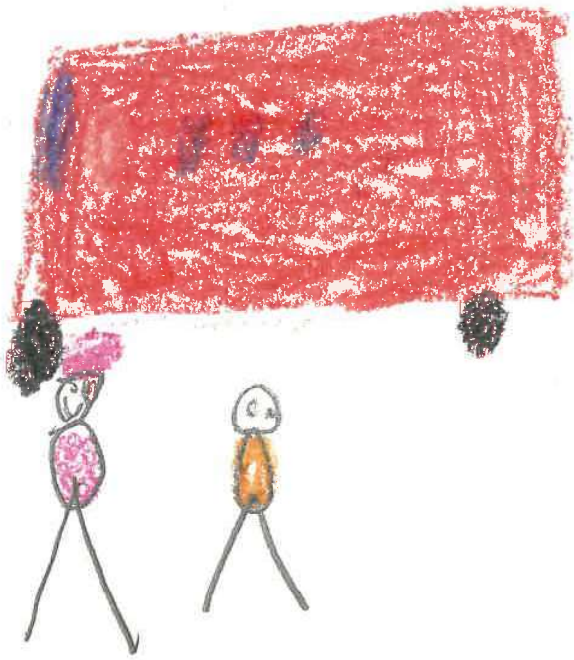
Dear
Firefighters
Thank you
for coming
here.



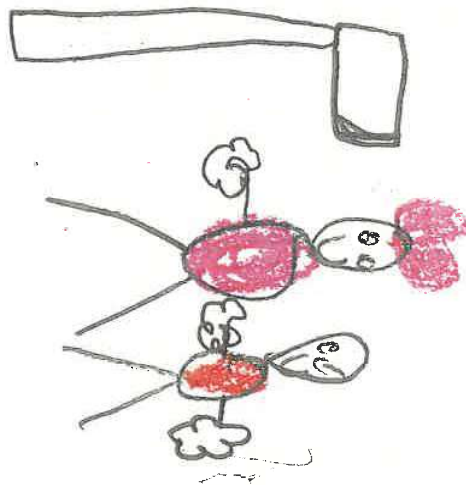
Ada Lynn



I like spending
my time with
you!



Thank you!



Theo

Thank
You!

Dear fire
fighters
Thank you
for coming
Thank you
for taking
good care
of the town

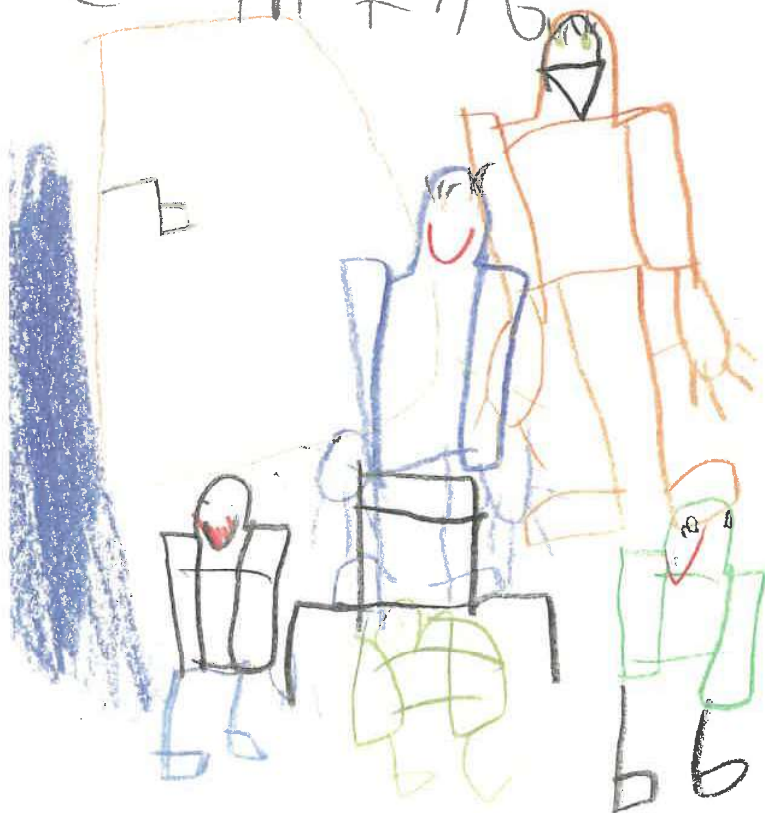
Love
Winston



LANDON
NAME

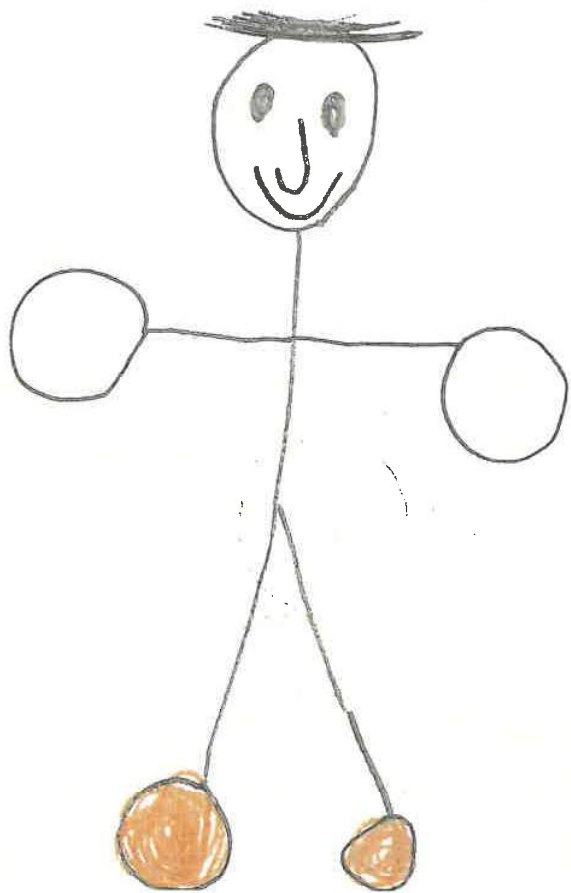
THANK YOU
WE ARE
KAM YOU

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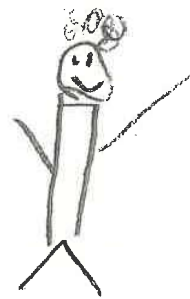
Thank
 For coming
 to are
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 You are
 so nice
 to us
 it was



So fun
 to met
 you I
 had a great
 time with
 you
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hters.

thank you!



from VIOLET



Dear
Firefighter

Thank
you



Thank you,

Nathan



Thank
you,

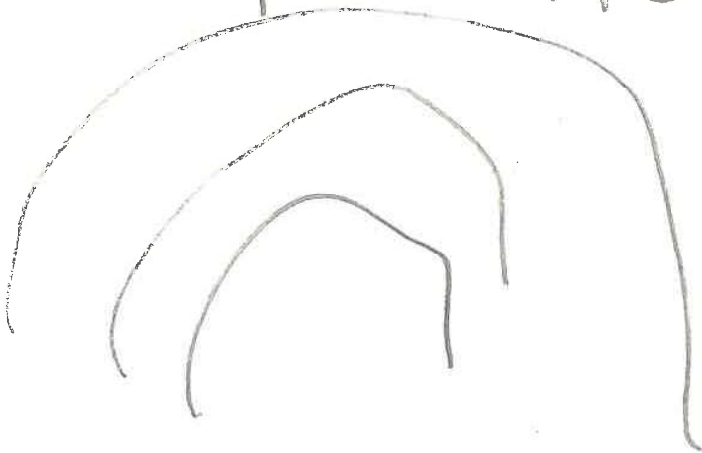
you are
fun

Olivia



Tacuo

Tacuo en Tithiun



Olivia



Thank you for keeping
us safe
love, Richie

OLD BUSINESS

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Board Policy Section 6 – Fire Chief Role and Executive Functions FOR AGENDA OF: December 9, 2025
APPROVED FOR AGENDA: Fire Chief Deric Weiss
DEPARTMENT OF ORIGIN: Fire Chief's Office

PROCEEDING: Second Reading and Discussion DATE SUBMITTED: December 2, 2025

EXHIBITS: Board Policy Section 6 – Fire Chief Role and Executive Functions CLEARANCES: Fire Chief's Office

BUDGET IMPACT

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

Staff presented Board Policy Section 6 – Fire Chief Role and Executive Functions, for the first reading at the November 18, 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 6 – Fire Chief Role and Executive Functions.

PROPOSED MOTION:

"I move to approve the second reading of Board Policy Section 6 – Fire Chief Role and Executive Functions by title only."

TUALATIN VALLEY FIRE AND RESCUE
FIRE CHIEF ROLE AND EXECUTIVE FUNCTIONS

SECTION 6

<u>SECTION</u>		<u>PAGE</u>
6.1	Fire Chief as Executive Officer of the Board.....	2
6.2	Selection of the Fire Chief.....	3
6.3	Evaluations of the Fire Chief.....	5
6.4	Selection of Personnel	6
6.5	Position Descriptions for Management Personnel	7
6.6	Administrative Leeway in Absence of Board Policy.....	8
6.7	District Strategic Plan and Goals.....	9
6.8	Interagency Agreements.....	10
6.9	Approval	11

The administration of the Fire District in all of its aspects shall be delegated to the Fire Chief, who shall carry out the administrative functions according to the policies adopted by the Board. At a minimum, the Fire Chief shall:

- A. Initiate, administer, and supervise the fire protection, fire prevention, emergency medical, emergency management, and safety programs of the District.
- B. Initiate, administer, and supervise all functions and programs of the District.
- C. Supervise the maintenance and upkeep of any facilities and equipment owned or maintained by the District, and recommend to the Board the acquisition of new, or sale of used, equipment and facilities.
- D. Keep and maintain proper fiscal records for the District.
- E. Hire and, when necessary, terminate, promote, and demote all personnel necessary to carry out the business of the District subject to the limitations of ORS 478.260.
- F. Provide assistance or services to other fire agencies when reasonable and practical.
- G. Function as the District Elections Authority as defined in ORS 255.005(4).

DATE: October 21, 1996

REVISED: December 14, 2021

REVIEWED: December 9, 2025 ~~January 23, 2024~~

- A. The Board of Directors shall initiate processes that will facilitate transfer of command. These processes shall be initiated a minimum of six months in advance of a planned vacancy.
- B. In the event the Board appoints an Interim Fire Chief, the term of that appointment shall be limited to six months. If the Board deems it necessary to extend the term of an Interim Fire Chief, the extension may occur without further action by the Board.
- C. The Board shall confer on the following:
1. The timeline for the selection process
 2. The process to retain a search firm or recruiter
 3. The desired management skills and leadership characteristics, including but not limited to:
 - Industry and Special District experience and expertise
 - Operational and strategic planning, and implementation experience and abilities
 - Labor relations management, including union, non-union, and volunteer
 - Public policy development and proven ability to influence local, state, and national outcomes
 - Long-range fiscal planning and management
 - Involvement and good relations with the community
 - Moral character
 4. Consideration should also be given to:
 - Education and continued professional development
 - Professional accomplishments
 - Experience related to organizational complexity
 - Professional credentials and affiliations
 5. Analysis of internal and external compensation factors.
- D. Candidates for Fire Chief may be solicited both internally and externally.
- E. The Board may consider a process that solicits input from:
1. Fire District citizens
 2. The District's management team
 3. Union membership
 4. Non-represented District employees

SECTION 6.2 SELECTION OF THE FIRE CHIEF (Continued)

5. The District's local government stakeholders

- F. Ultimately, the selection of the Fire Chief and the process for doing so shall be the exclusive decision and at the sole discretion of the Board of Directors.
- G. Successful candidates for the position of Fire Chief will be expected to pass a physical examination and drug screening in accordance with District policy or their employment agreement.

DATE: October 21, 1996

REVISED: December 14, 2021

REVIEWED: December 9, 2025~~January 23, 2024~~

SECTION 6.3 EVALUATIONS OF THE FIRE CHIEF

- A. The Fire Chief shall undergo a physical examination annually.
- B. The cost of the physical examination shall be borne by the District.
- C. The Fire Chief will have performance reviews as set forth in their contract. The evaluation should consider the Chief's:
 - 1. Ability to cooperate with the Board, staff, community members, and peer organizations;
 - 2. Communication skills;
 - 3. Leadership attributes;
 - 4. Work habits;
 - 5. Use of District resources with an emphasis on operational and fiscal efficiencies; and
 - 6. Performance made against Strategic Goals, including any that were specifically established in the Chief's previous performance evaluation.

DATE: October 21, 1996

REVISED: January 23, 2024

REVIEWED: December 9, 2025~~January 23, 2024~~

SECTION 6.4 SELECTION OF PERSONNEL

- A. The Fire Chief is the sole hiring authority; however, the Fire Chief shall delegate appointing authority when the candidate pool includes a relative, as defined by ORS 244.020(16).
- B. The Fire Chief shall seek the most capable and qualified candidates to fill positions within the District.
- C. The Fire Chief shall consider the value of a workforce that reflects the community when considering the capabilities and qualifications of candidates.
- D. The Fire Chief shall consider the Board-adopted Strategic Goals when considering the capabilities and qualifications of candidates.

DATE: October 21, 1996

REVISED: December 14, 2021

REVIEWED: December 9, 2025~~January 23, 2024~~

SECTION 6.5 POSITION DESCRIPTIONS FOR MANAGEMENT PERSONNEL

- A. The Fire Chief shall be responsible for the development of position descriptions for each management position reporting to the Fire Chief. Each description shall be based on the role of the position rather than the individual(s) in the position.
- B. The Fire Chief shall be responsible for periodic reviews of the position descriptions to ensure their continual correctness and compatibility with the management structure and operation of the District.

DATE: October 21, 1996

REVISED: November 28, 2006

REVIEWED: December 9, 2025~~January 23, 2024~~

In situations where the Board policy is not expressed, the Fire Chief shall attempt to contact the Board President for direction. In the event, however, that the Board President cannot be reached, the Fire Chief will have the power and latitude to act. It shall be the duty of the Fire Chief to notify the Board President as soon as reasonably possible of any actions taken, and to inform the Board at the next Board meeting of any action that may suggest the need for Board-adopted policy.

DATE: October 21, 1996

REVISED: June 22, 2010

REVIEWED: December 9, 2025~~January 23, 2024~~

- A. The District shall maintain a Strategic Plan that shall serve as the District's primary planning instrument and inform development of the District's annual budget.
- B. In conjunction with the District's annual budget process, the Fire Chief shall submit, to the Board of Directors, suggested revisions and/or additions to the Board-adopted Mission Statement, Vision Statement, and Strategic Goals, as necessary to remain current and responsive to changes in the industry and the community.
- C. The Fire Chief shall take into consideration the availability of necessary resources when proposing revisions to the District's Strategic Goals and corresponding performance measures (e.g., strategies, tactics, objectives).
- D. Revised, as necessary, and upon adoption by the Board of Directors, the District's Mission Statement, Vision Statement, and Strategic Goals shall be incorporated into the District's Strategic Plan.

DATE: October 21, 1996

REVISED: December 14, 2021

REVIEWED: ~~December 9, 2025~~ January 23, 2024

SECTION 6.8 INTERAGENCY AGREEMENTS

The Fire Chief shall maintain such agreements as are necessary to allow the appropriate exchange or utilization of interagency resources, thereby maximizing efficiencies and minimizing unnecessary duplication. Parties to such agreements may include local governments, state and federal agencies, and private contractors/vendors. Examples of such agreements include, but are not limited to:

- A. Mutual aid
- B. Automatic (auto) aid/closest force response
- C. Joint purchasing programs
- D. Oregon Fire Service Mobilization Plan

DATE: October 21, 1996

REVISED: March 19, 2009

REVIEWED: December 9, 2025~~January 23, 2024~~

SECTION 6.9 POLICY APPROVAL

This is to certify that Fire Chief's Role and Executive Functions, Section 6, policies 6.1 – 6.8, were duly adopted and approved by Board action on:

Justin J. Dillingham, President of the Board

Clark I. Balfour, Secretary of the Board

| APPROVED: December 9, 2025~~January 23, 2024~~

TUALATIN VALLEY FIRE AND RESCUE
FIRE CHIEF ROLE AND EXECUTIVE FUNCTIONS

SECTION 6

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The administration of the Fire District in all of its aspects shall be delegated to the Fire Chief, who shall carry out the administrative functions according to the policies adopted by the Board. At a minimum, the Fire Chief shall:

- A. Initiate, administer, and supervise the fire protection, fire prevention, emergency medical, emergency management, and safety programs of the District.
- B. Initiate, administer, and supervise all functions and programs of the District.
- C. Supervise the maintenance and upkeep of any facilities and equipment owned or maintained by the District, and recommend to the Board the acquisition of new, or sale of used, equipment and facilities.
- D. Keep and maintain proper fiscal records for the District.
- E. Hire and, when necessary, terminate, promote, and demote all personnel necessary to carry out the business of the District subject to the limitations of ORS 478.260.
- F. Provide assistance or services to other fire agencies when reasonable and practical.
- G. Function as the District Elections Authority as defined in ORS 255.005(4).

DATE: October 21, 1996

REVISED: December 14, 2021

REVIEWED: December 9, 2025

- A. The Board of Directors shall initiate processes that will facilitate transfer of command. These processes shall be initiated a minimum of six months in advance of a planned vacancy.
- B. In the event the Board appoints an Interim Fire Chief, the term of that appointment shall be limited to six months. If the Board deems it necessary to extend the term of an Interim Fire Chief, the extension may occur without further action by the Board.
- C. The Board shall confer on the following:
1. The timeline for the selection process
 2. The process to retain a search firm or recruiter
 3. The desired management skills and leadership characteristics, including but not limited to:
 - Industry and Special District experience and expertise
 - Operational and strategic planning, and implementation experience and abilities
 - Labor relations management, including union, non-union, and volunteer
 - Public policy development and proven ability to influence local, state, and national outcomes
 - Long-range fiscal planning and management
 - Involvement and good relations with the community
 - Moral character
 4. Consideration should also be given to:
 - Education and continued professional development
 - Professional accomplishments
 - Experience related to organizational complexity
 - Professional credentials and affiliations
 5. Analysis of internal and external compensation factors.
- D. Candidates for Fire Chief may be solicited both internally and externally.
- E. The Board may consider a process that solicits input from:
1. Fire District citizens
 2. The District's management team
 3. Union membership
 4. Non-represented District employees

SECTION 6.2 SELECTION OF THE FIRE CHIEF (Continued)

5. The District's local government stakeholders

- F. Ultimately, the selection of the Fire Chief and the process for doing so shall be the exclusive decision and at the sole discretion of the Board of Directors.
- G. Successful candidates for the position of Fire Chief will be expected to pass a physical examination and drug screening in accordance with District policy or their employment agreement.

DATE: October 21, 1996

REVISED: December 14, 2021

REVIEWED: December 9, 2025

SECTION 6.3

EVALUATIONS OF THE FIRE CHIEF

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 - 3. Leadership attributes;
 - 4. Work habits;
 - 5. Use of District resources with an emphasis on operational and fiscal efficiencies; and
 - 6. Performance made against Strategic Goals, including any that were specifically established in the Chief's previous performance evaluation.

DATE: October 21, 1996

REVISED: January 23, 2024

REVIEWED: December 9, 2025

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- D. The Fire Chief shall consider the Board-adopted Strategic Goals when considering the capabilities and qualifications of candidates.

DATE: October 21, 1996

REVISED: December 14, 2021

REVIEWED: December 9, 2025

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DATE: October 21, 1996

REVISED: November 28, 2006

REVIEWED: December 9, 2025

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DATE: October 21, 1996

REVISED: June 22, 2010

REVIEWED: December 9, 2025

- A. The District shall maintain a Strategic Plan that shall serve as the District's primary planning instrument and inform development of the District's annual budget.
- B. In conjunction with the District's annual budget process, the Fire Chief shall submit, to the Board of Directors, suggested revisions and/or additions to the Board-adopted Mission Statement, Vision Statement, and Strategic Goals, as necessary to remain current and responsive to changes in the industry and the community.
- C. The Fire Chief shall take into consideration the availability of necessary resources when proposing revisions to the District's Strategic Goals and corresponding performance measures (e.g., strategies, tactics, objectives).
- D. Revised, as necessary, and upon adoption by the Board of Directors, the District's Mission Statement, Vision Statement, and Strategic Goals shall be incorporated into the District's Strategic Plan.

DATE: October 21, 1996

REVISED: December 14, 2021

REVIEWED: December 9, 2025

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The Fire Chief shall maintain such agreements as are necessary to allow the appropriate exchange or utilization of interagency resources, thereby maximizing efficiencies and minimizing unnecessary duplication. Parties to such agreements may include local governments, state and federal agencies, and private contractors/vendors. Examples of such agreements include, but are not limited to:

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- B. Automatic (auto) aid/closest force response
- C. Joint purchasing programs
- D. Oregon Fire Service Mobilization Plan

DATE: October 21, 1996

REVISED: March 19, 2009

REVIEWED: December 9, 2025

SECTION 6.9 POLICY APPROVAL

This is to certify that Fire Chief's Role and Executive Functions, Section 6, policies 6.1 – 6.8, were duly adopted and approved by Board action on:

Justin J. Dillingham, President of the Board

Clark I. Balfour, Secretary of the Board

APPROVED: December 9, 2025

NEW BUSINESS

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: 2026 Legislative Subcommittee Appointment FOR AGENDA OF: December 9, 2025
APPROVED FOR AGENDA: Fire Chief Deric Weiss
DEPARTMENT OF ORIGIN: Fire Chief's Office
PROCEEDING: Discussion and Approval DATE SUBMITTED: December 2, 2025
EXHIBITS: None. CLEARANCES: Fire Chief's Office

BUDGET IMPACT

EXPENDITURE REQUIRED: 0	AMOUNT BUDGETED: 0	APPROPRIATION REQUIRED: 0
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BACKGROUND:

Each year, two Board members are appointed as contacts for staff on swift moving legislative items that may require immediate action and a statement of position if necessary. The 2026 legislative long session will begin February 2, 2026. Staff will continue to update the entire Board of the legislative process pertaining to the District at monthly Board meetings.

RECOMMENDED ACTION:

Establish the TVF&R Board legislative subcommittee representatives from the Board for the 2026 calendar year.

PROPOSED MOTION:

"I move to appoint Director _____ and Director _____ to the legislative subcommittee for legislative sessions occurring in calendar year 2026, including any special sessions."

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Resolution 2025-09 Public Procurement Authority Termination FOR AGENDA OF: December 9, 2025
APPROVED FOR AGENDA: Fire Chief Deric Weiss
DEPARTMENT OF ORIGIN: Fire Chief's Office

PROCEEDING: Discussion and Approval DATE SUBMITTED: December 2, 2025

EXHIBITS: Intergovernmental Agreement Establishing a Public Procurement Authority; Resolution 2025-09 CLEARANCES: Fire Chief's Office

BUDGET IMPACT

EXPENDITURE REQUIRED: 0	AMOUNT BUDGETED: 0	APPROPRIATION REQUIRED: 0
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BACKGROUND:

The District entered into an Intergovernmental Agreement authorized by ORS 190.010, et seq., dated August 15, 2013, to create an intergovernmental entity known as the Public Procurement Authority ("PPA") for the purpose of performing procurement functions and activities under the applicable public procurement statutes and supporting regulations of the state of Oregon.

The purpose for which the PPA was formed is no longer beneficial and the government entities creating the PPA desire to terminate the PPA. The PPA has no debts, liabilities, or obligations for assumption by the participating entities, or assets for disposition, division, or distribution. The PPA has three participating entities, of which the District is one of the three entities, and pursuant to the terms of the Intergovernmental Agreement, the PPA may be dissolved by a majority vote of the participating agencies.

RECOMMENDED ACTION:

Approve Resolution 2025-09 to terminate the Public Procurement Authority as proposed.

PROPOSED MOTION:

"I move to approve Resolution 2025-09 sanctioning the District's vote for the termination of the Public Procurement Authority."

**RESOLUTION 2025-09
TERMINATING PUBLIC PROCUREMENT AUTHORITY**

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

WHEREAS, the District entered into an Intergovernmental Agreement authorized by ORS 190.010, et seq., dated August 15, 2013, copy of which is attached, to create an intergovernmental entity known as the Public Procurement Authority ("PPA") for the purpose of performing procurement functions and activities under the applicable public procurement statutes and supporting regulations of the state of Oregon; and

WHEREAS, the purpose for which the PPA was formed is no longer beneficial and the government entities creating the PPA desire to terminate the PPA; and

WHEREAS, the PPA has no debts, liabilities, or obligations for assumption by the participating entities, or assets for disposition, division, or distribution; and

WHEREAS, the PPA has three participating entities and pursuant to the terms of the Intergovernmental Agreement the PPA may be dissolved by a majority vote of the participating agencies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby votes to terminate the PPA effective December 15, 2025.

APPROVED AND ADOPTED, on December 9, 2025.

Justin J. Dillingham, President

ATTEST:

Clark I. Balfour, Secretary-Treasurer

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A
PUBLIC PROCUREMENT AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 15 day of Aug., 2013 by and between the undersigned public agencies agreeing to enter into same by ordinance or resolution, and referred to herein as the "Participating Public Agencies," with reference to the following:

WHEREAS, the participating public agencies are fire protection districts organized under ORS Chapter 478;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs and providing a mechanism for increased standardization of necessary tools and equipment;

WHEREAS, this Agreement is for intergovernmental cooperation by units of local government authorized by ORS 190.010, *et seq.*, in performing certain public procurement functions which all of the parties have authority to perform and provide;

WHEREAS, the goal of the parties in making this agreement is to create a governmental entity to perform certain procurement functions and activities herein and such governmental entity created herein shall be deemed a consolidated department to administer, on behalf of the Participating Public Agencies who are parties to this agreement, and to carry out the same by a combination of methods provided for in ORS 190.020 and by the applicable public procurement statutes and supporting regulations, including without limitation ORS 279A, 279B and 279C;

WHEREAS, the parties intend to appoint Western Fire Chiefs Association to act as Administrator and to perform certain tasks and responsibilities as assigned by the parties; and

WHEREAS, the parties acknowledge that the organization created by this agreement is intended to be a political subdivision of the State of Oregon, for better administration of certain public procurement functions as provided herein, and an agency or instrumentality for performing certain public procurement functions owned and controlled by the Participating Public Agencies.

NOW, THEREFORE, in the interest of furthering the economy of local government, it is agreed between the parties under the authority of ORS Chapter 190 as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by reference.

2. Purpose and Activities.

2.1 To form and continue an organization for the cooperative provision of local government public safety services and operations, to perform certain governmental

procurement functions under the name "Public Procurement Authority" (hereinafter referred to as "PPA").

2.2 The PPA shall have the following purposes and functions:

2.2.1 To act as the "Administering Contract Agency" as that term is defined in ORS 279A.200-.225 and to act as a lead contracting agency for purposes of any cooperative and/or group purchasing organizations to which each of the Participating Public Agencies and/or the PPA belong; and

2.2.2 To provide an avenue for public safety officials to exchange ideas and experience and obtain expert advice on the procurement of police, fire and other public safety equipment and emerging technology.

2.2.3 To solicit and award bids pursuant to and in accordance with ORS 279B.050 for purposes of any cooperative and/or group purchasing organizations to which each of the Participating Public Agencies and/or the PPA belong;

2.2.4 To secure competitive pricing on equipment and technology to benefit the Participating Public Agencies by entering into Master Price Agreements on behalf of the PPA;

2.2.5 To enable the Participating Public Agencies and other public entities to benefit from standardized equipment, specialized technology, and collective cost savings secured through the public procurement process;

2.2.6 To allow other public agencies to benefit from the contracts secured by PPA and made available to those public entities who are members of the cooperative purchasing groups to which the Participating Public Agencies and/or the PPA belong.

2.2.7 To secure volume discounted pricing and/or uniform specifications on products and technology that will benefit the members of the PPA and public agencies nationwide.

3. Governance and Control.

3.1 The Board of Directors shall have general supervision of the affairs of the PPA, subject to the will of the organization expressed by any duly called meeting of the Participating Public Agencies. The Board of Directors shall possess all powers necessary to carry out the provisions of this agreement and the specific purposes and functions set forth in Section 2 above.

3.2 The Board of Directors shall consist of three board members, one delegate from each of the Participating Public Agencies, each of whom shall be the Fire Chief in the public agency that they represent. The Administrator's designated representative shall also serve as an ex-officio, non-voting board member. The Board Members shall exercise the usual power and duties incident to their office and as provided herein.

3.3 The officers shall be a President and the Administrator.

3.4 The President shall be elected at the annual meeting of the PPA. The Administrator shall be appointed by the Board of Directors and shall hold office at the pleasure of the Board and pursuant to the terms of an Administration Agreement.

3.5 Meetings of the Board of Directors may be held at any time upon ten (10) days written notice from the President or any two Board Members. A majority of incumbent voting members shall constitute a quorum. The members of the board may vote either in person or by mail.

4. Meetings.

4.1 An annual meeting of the PPA shall be held each year at the time and place to be determined by the Board of Directors.

4.2 Regular quarterly meetings of the PPA shall be held at the time and place determined by the Board of Directors at the annual meeting.

4.3 Special meetings of the PPA may be called by the President or any two board members upon ten (10) days written notice. The notice shall state the purpose and location of the meeting.

5. Role of Administrator. There shall be an Administrator of the PPA appointed by the Board. The Administrator is responsible to the Board of Directors for such duties as may be assigned by it. The Administrator may employ such employees as necessary to carry out the purposes, activities, and functions of the PPA under this Agreement and as expressly authorized by the Board of Directors. This agreement does not contemplate the transfer of any personnel.¹

Unless otherwise directed by a majority vote of the Board, the Administrator is responsible to:

- Facilitate the procurement of bids for goods and services as directed by PPA.
- Administer the public contracting bid process on behalf of and in the name of PPA, engaging in the formal competitive solicitation and selection process for goods and services, but not public improvements, in accordance with and as required by the Oregon Public Contracting Code, ORS 279A; 279B, and 279C.
- Enter into Master Price Agreements on behalf of the PPA with one or more vendors to provide goods and services, subject to the approval of PPA.
- Carry out other directives of the Board in accordance with the purpose of this Agreement and as permitted by law.

6. Provision of Funds.

6.1 The Participating Public Agencies shall contribute NO revenues for payment of costs or expenses incurred in the performance of the functions and activities of the PPA, and any and all costs or expenses incurred in connection with the PPA and Administrator's activities hereunder shall be borne solely by the Administrator.

6.2 The activities of the PPA are not intended as a revenue generating venture for the PPA or any Participating Public Agency. However, should there be any incidental income from any activity of the PPA it shall be devoted solely to the governmental purposes of the PPA and its participating agencies, and expended only upon a vote of the Board of Directors. No profit from any activity of the PPA shall inure to the benefit of any private person, firm, or entity.ⁱⁱ

6.3 All funds revenues and expenditures of the PPA, if any, shall be audited annually to the extent required by Oregon law.

7. Independence of Parties.

For purposes of this Agreement, the parties are independent contractors. There shall be no transfer of personnel or title to any real or personal property in connection with this Agreement.

8. Duration/Term. The term of this agreement shall be perpetual.ⁱⁱⁱ The entire agreement may be terminated at any time by a majority vote of the participating agencies.^{iv} The agreement may be amended at any time by agreement with each agency participating by ordinance or resolution in the same manner as originally entered into.

9. Indemnification. ORS 190.080(3) notwithstanding and to the extent permitted by Oregon law, each party shall defend, indemnify, and hold harmless the other and its officers, employees, and agents against any and all claims, actions, or suits which may arise out of an act of either occurring under the course and scope of this Agreement.

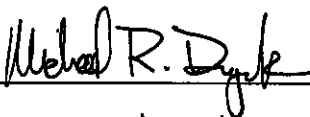
10. Execution and Amendments.

10.1 The persons signing this Agreement, by their signatures below, acknowledge having read this agreement, understand it, have authority to bind their respective party, and agree to be bound by its terms and conditions. As evidence of their intent to be bound by the terms herein, the parties' duly authorized representatives have signed this Agreement on the dates noted by their signature below.

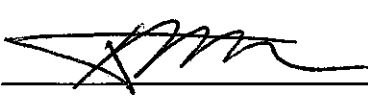
10.2 This Agreement contains and expresses the full extent and scope of the agreements and obligations of the parties, and may be amended only in writing, upon ratification by the respective governing bodies of the parties and signature of their authorized representatives.

IN WITNESS WHEREOF, the parties by their signatures of their authorized representatives have executed this Agreement effective of the date indicated below and based upon prior approval by their respective governing bodies by resolution or ordinance which shall be placed on file with the original of this Agreement.

PARTICIPATING AGENCY #1:

By: 
Printed Name: Michael R. Dayck
Title: Fire Chief
Date: July 23, 2013

PARTICIPATING AGENCY #2:

By: 
Printed Name: Timothy C Moon
Title: Fire Chief
Date: 8/16/13

PARTICIPATING AGENCY #3:

By: 
Printed Name: DAN PETEREN
Title: FIRE CHIEF
Date: 8/16/13

-
- ⁱ ORS 190.020(1)(c).
 - ⁱⁱ ORS 190.020(1)(b).
 - ⁱⁱⁱ ORS 190.020(1)(e).
 - ^{iv} ORS 190.020(1)(f).

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Oregon Fire District Directors Association Membership FOR AGENDA OF: December 9, 2025
APPROVED FOR AGENDA: Fire Chief Deric Weiss
DEPARTMENT OF ORIGIN: Fire Chief's Office
PROCEEDING: Discussion and Approval DATE SUBMITTED: December 2, 2025
EXHIBITS: None CLEARANCES: Fire Chief's Office

BUDGET IMPACT

EXPENDITURE REQUIRED: \$2,000.00	AMOUNT BUDGETED: \$2,000.00	APPROPRIATION REQUIRED: 0
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BACKGROUND:

The District's Board of Directors were members of the Oregon Fire District Directors Association (OFDDA) until 2017. The OFDDA's purpose is to provide information, education and legislative advocacy for Oregon fire district directors and boards. Board participation could bring valuable resources and insights to the governance of the District.

RECOMMENDED ACTION:

Approve and authorize the District's Board of Directors to become members of the OFDDA.

PROPOSED MOTION:

"I move to approve and authorize the District's Board of Directors' to become members of the Oregon Fire District Directors Association."

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT:	Training Center Modular Classrooms Purchase and Installation	FOR AGENDA OF:	December 9, 2025
		APPROVED FOR AGENDA:	Fire Chief Deric Weiss
		DEPARTMENT OF ORIGIN:	Logistics
PROCEEDING:	Information only	DATE SUBMITTED:	December 2, 2025
EXHIBITS:	None	CLEARANCES:	Fire Chief's Office

BUDGET IMPACT

EXPENDITURE REQUIRED: \$120,861.24	AMOUNT BUDGETED: \$500,000.00	APPROPRIATION REQUIRED: \$0.00
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BACKGROUND:

Capital Projects solicited bids for two modular classrooms which will be utilized by recruit academies during construction of the Training Center Administration Building. LaserQuik LLC was selected and awarded a contract for \$91,845.24.

Based on assessments performed after securing the modulars and discussion with the vendor, a skirting option will be added to protect the structures and stairs will be added to accommodate accessibility. The cost of the skirting option will be \$9,016.00 and the estimated cost of the stairs will be \$20,000.00. The contract for the entire scope of work will now exceed \$100,000.00 due to these change orders and staff is informing the Board as per Board Policy (Section 3.4.E).

The contract remains within approved budget parameters.

RECOMMENDED ACTION:

None, information only.

PROPOSED MOTION:

None.

AGENDA ITEM

Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Station 20 Downtown Newberg– Guaranteed Maximum Price (GMP) FOR AGENDA OF: December 9, 2025
APPROVED FOR AGENDA: Fire Chief Deric Weiss
DEPARTMENT OF ORIGIN: Logistics

PROCEEDING: Discussion and Approval DATE SUBMITTED: December 2, 2025

EXHIBITS: Kirby Nagelhout Construction (KNCC): GMP Estimate and GMP Letter, dated 11/21/2025 CLEARANCES: Fire Chiefs Office

BUDGET IMPACT

EXPENDITURE REQUIRED: \$13,891,714.00	AMOUNT BUDGETED: \$16,540,000.00	APPROPRIATION REQUIRED: \$0.00
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BACKGROUND:

The existing Station 20, located at 414 E 2nd Street in Newberg, has been identified as no longer meeting the District's current or future operational needs. To support continued excellence in emergency response, the District is moving forward with the full reconstruction of Station 20 and the establishment of three temporary stations/sites. These temporary facilities will ensure seamless service delivery and uninterrupted response capability throughout the construction period.

In June 2024, KNCC was selected as the General Contractor through RFP 24-03 (CMGC) to support the Station 20 reconstruction. Since then, the project team has completed design development and cost estimating, leading to the submission of a proposed Guaranteed Maximum Price (GMP) for the full scope of work.

KNCC's proposed GMP of \$13,891,714.00 includes all costs associated with constructing the new Station 20 as well as developing and installing three temporary station sites. The GMP encompasses construction, general conditions, general requirements, allowances, contingency, insurance, performance and payment bonds, preconstruction services, and contractor fees. Following a detailed review by the Capital Projects team and Soderstrom Architects, the proposed GMP has been determined to be fair, complete, and reasonable.

Key highlights of the GMP include:

Main Station 20 Downtown Newberg – \$12,539,276.00

- Removal of the existing structure
- Site preparation and utility enhancements
- Construction of a new, modern 16,880-square-foot station (\$742.85/SF)
- Three pull-through apparatus bays
- Dedicated decontamination space
- Wellness room
- Secured staff parking
- Integration of sustainable design strategies and energy-efficient building systems

Three Temporary Stations/Sites – \$1,352,438.00

- Locations: 312 2nd Street in Newberg, the Newberg Police Department site, and Station 21 in Newberg
- Simultaneous development of all three sites to maintain operational readiness
- Temporary station at Station 21 positioned for continuity when Station 21 construction begins

RECOMMENDED ACTION:

Approve the Guaranteed Maximum Price (GMP) contract with KNCC for the reconstruction of Station 20 in the amount of \$13,891,714.00 (thirteen million, eight hundred ninety-one thousand, seven hundred fourteen dollars) and authorize the Fire Chief or designee to execute the contract and any associated 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 20

GMP ESTIMATE

November 21, 2025

Estimate Assumptions and Clarifications

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 20 project including three temp station sites per the drawings and specifications for the sum of (Thirteen million, eight hundred ninety one thousand, seven hundred and fourteen dollars) \$13,891,714.

General Notes

1. This GMP estimate is based on the TVFR Station 20 Permit Set Documents, dated October 24, 2025, prepared by Soderstrom Architects, Structural drawings dated 10/24/25 from KPFF , M&P drawings and narratives dated 10/24/25 by R&W Engineering, Electrical drawings and narrative dated 10/24/25 by Interface Engineering, and AKS Drawings Dated 10/24/25. ASI Documents and addenda's 1-3.
2. KNCC is carrying a lump sum allowance of \$300,000 for land use comments and Permit comments from the City of Newberg.
3. Includes a Construction contingency amount of 5% as described by TVFR RFP requirements.
4. The building has been figured at 16,880 total sf.
5. Excludes a Builders Risk Policy.
6. This GMP Estimate includes all work associated with the three temp sites and repair of sites as per the drawings and specifications.

GMP ESTIMATE SUMMARY REPORT



TVFR - Station 20 - Summary

November 19, 2025

	Quantity	Unit	Cost / Unit	Cost	Subtotals
Scope of Work	Quantity	Unit	Cost / Unit	Cost	Subtotals
Base					
TVFR Station 20	1.00	ls	\$ 8,760,963	\$ 8,760,963	
Sitework	1.00	ls	\$ 1,946,688	\$ 1,946,688	
Off-Site work	1.00	ls	\$ -	\$ -	
General Conditions	1.00	ls	\$ 1,279,451	\$ 1,279,451	
General Requirements	1.00	ls	\$ 230,625	\$ 230,625	

Project Total Cost			\$ 119.78 /sf	\$ 12,217,727
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Sub-Totals			\$ 12,217,727	
Index To Construction Start	0.00%	\$ -	\$ -	/sf
Design/Estimating Contingency	0.0%	\$ -	\$ -	/sf
Contractors Contingency	5.00%	\$ 610,886	\$ 36.19	/sf
City Newberg plan check and permit comments TBD	0.00%	\$ 300,000	\$ 17.77	/sf
Builders Risk Insurance (Excluded)	0.00%	\$ -	\$ -	/sf
General Liability Insurance	0.80%	\$ 105,029	\$ 6.22	/sf
Performance & Payment Bond	1.00%	\$ 132,336	\$ 7.84	/sf
General Contractor Fee	2.85%	\$ 377,159	\$ 22.34	/sf
Additional Precon services to date		\$ 72,000	\$ 4.27	/sf
Preconstruction Services		\$ 76,577	\$ 0	

Project Total			\$ 13,891,714	\$
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Building Area	16,880.00 /sf
Site Area	54,345 /sf

CHIEF'S REPORT

- A. Capital Projects Update
- B. New Hire Announcements
- C. Promotion Announcements
- D. Retirement Announcements
- E. District Events
 - Newberg Toy and Joy
 - December Community Events Report

New Hire Announcement



Nicholas LeSage

Hired for the
Paramedic position on
November 1, 2025.



Chiara Ziviani Gonzales

Hired for the
Logistics Assistant position on
November 17, 2025.

Promotion Announcement



Samuel Dixon

Promoted to Deputy Fire Marshal I
November 16, 2025.



Jonathan Nolan

Promoted to Deputy Fire Marshal I
November 16, 2025.

Retirement Announcement



Jeffrey Miller

Retires from the
Lieutenant position
December 13, 2025.

Served TVF&R for 26 years



Justin Mesenbrink

Retires from the
Lieutenant position
December 30, 2025.

Served TVF&R for 30 years

Retirement Announcement



Gary Reed

Retires from the
Captain position
December 20, 2025.

Served TVF&R for 26 years



Melinda Brabham

Retires from the
Sr. Payroll Specialist position
December 31, 2025.

Served TVF&R for 19 years



Newberg Toy & Joy December 2024



December Community Events

Start Time	Title	Estimated Attendance
12/2/2025	67/A Station Tour Bvtn HS College and Career Readiness Class	40
12/2/2025	56/A Station Tour Student with Special Needs	2
12/3/2025	CAS Speaker/HO CPR Athey Creek MS	133
12/4/2025	CRR/EMS Safety Presentation Family Promise Homeless Shelter	100
12/4/2025	65/C Station Tour Cub Scout Pack 592	22
12/4/2025	17/C Parade Jingle Thru North Plains	200
12/5/2025	61/A School Visit William Walker Elementary	31
12/5/2025	20/A Civic/Community Newberg Tree Lighting	150
12/5/2025	67/A Beaverton's Tree Lighting Event	300
12/5/2025	51/A Civic Event Tigard Tree Lighting Universal Plaza	250
12/5/2025	34/A Parade Tualatin Light	200
12/5/2025	Aux Civic/Community West Linn Tree Lighting	100
12/6/2025	69/B Station Tour Thompson Family	4
12/6/2025	51/B Station Tour Jon Stucke	1
12/6/2025	50/B Station Tour Family and Friends Group	10
12/6/2025	34/B Parade Tualatin Light	200
12/7/2025	34/C Parade Tualatin Light	200
12/8/2025	58/A Station Tour Bolton Primary School YMCA	24
12/10/2025	CAS Speaker Athey Creek MS	113
12/12/2025	65/B/PAO Pile of Puppies	20
12/12/2025	67/CAS HO CPR/AED Elsie Stuhr	30
12/13/2025	59/Aux Parade West Linn Holiday Parade	1,500
12/15/2025	65/B School Visit Ridgewood Elementary	52
12/18/2025	66 NAC South Beaverton *Holiday Gathering*	25
12/20/2025	20/SET/Aux Civic/Community Newberg Toy and Joy	200
12/23/2025	51/A Civic/Community A Family Promise of Tualatin Valley	20

DIRECTORS' REPORT

ITEMS NOT LISTED ON THE AGENDA