

### ATTACHMENT B

### AMBULANCE SERVICE AREA FRANCHISE PROPOSAL COVER SHEET

Apply to:

Columbia County Public Health 230 Strand St, St Helens, OR 97051

Organization Name: Clatskanie RFPD
Address: PD Box 807
Clatskanie OR 97016
Federal Tax ID: 93-058659
Primary Contact Bruce Holsey Title: Assistant Fine Chief
Telephone: 503-728-2025 ex 482 Email: bholsey@classkamefire.org
Name of Fire Chief: Steve Sharek
Name of EMS Director/ Coordinator: Craig Granger & Bruce Holsey
ASA being applied for:
Locations of proposed service:
Address Level of Service 280 SE THIRD St. Clatskanie Of ALS
Will any of the ambulance service(s) be subcontracted? If yes, by what organization?

### ATTACHMENT B

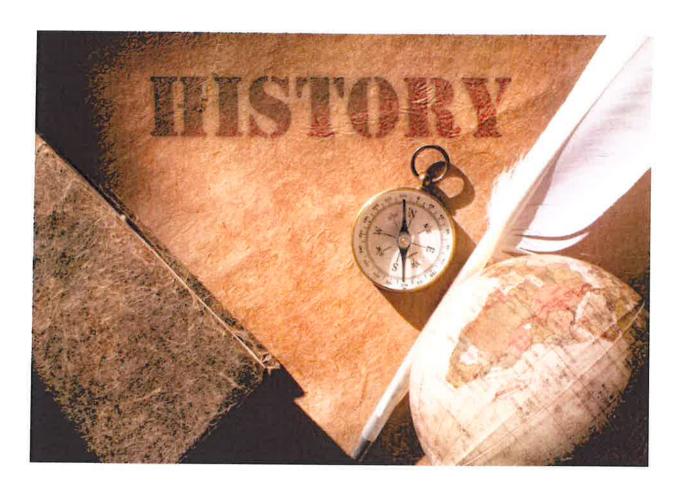
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ASA being applied for:
Locations of proposed service:
Address Level of Service 280 SE THING St, Clatskanie OF ALS
Will any of the ambulance service(s) be subcontracted? If yes, by what organization?
C/A







### CLATSKANIE RURAL FIRE PROTECTION DISTRICT

PO Box 807 / 280 SE Third St. Clatskanie, OR 97016 Phone (503) 728-2025 Fax (503) 728-4388 Email- bholsey@clatskaniefire.org

### **ASA** Narrative

August 2, 2024

The Clatskanie Rural Fire Protection District complies with the terms and conditions of the ASA plan and the Columbia County Ambulance Service Ordinance. This is accomplished by assuring that all system elements are in place and that they are being met.

Notification and response times for the Clatskanie Fire District have been met at the 90% or better mark. Times are now reviewed by the use of Image Trend software which allows us the ability to see a daily, monthly and yearly view of our performance.

The level of care and personnel for the Clatskanie Fire District consists of Paramedic coverage twenty-four hours a day, seven days a week. Currently we have 16 Paramedics on staff. Each shift has a minum of 4 Paramedics a day. We currently have 5 volunteers that range from EMT Basic to Paramedic which support the paid staff.

Medical supervision for the Clatskanie Fire District is provided by Dr. Jenna Wiley. Dr. Wily trains with us at least six times per year. She is in good standing with the Board of Medical Examiners and with Oregon Department of Human Services. Dr. Wiley sits on our standing orders committee which is used as off line medical control and has designated the ER doctor at St. Johns Medical Center as our on line medical direction. The Assistant Chief is the acting liaison between the physician advisor and the district; as well as a member of the Standing Order Committee to ensure all aspects of patient care are complete.

Patient care equipment for the Clatskanie Fire District does meet or exceed the Department of Human Services EMS Division. The equipment is also in compliance with our Physician Supervisor. All EMS equipment has a shift check and a monthly check to ensure good working order of the equipment.

Vehicles for the Clatskanie Rural Fire Protection District ambulance service consists of three, type one licensed Bruan Ambulances, one heavy rescue BLS equipped, two command response vehicles, and multiple fire engines. All medic units are four wheel drive to ensure a safe response during winter conditions.

Training for the Clatskanie Fire District Personnel meets and exceeds the Department of Human Service EMS Division and the Physician Supervisors requirements. Training is once a month on the third Monday. We also require skill check offs by the Physician Supervisor once a year. In addition our ALS providers stay current in Advanced Cardiac life support, Pediatric Advanced Life Support, and Pre-Hospital Trauma Life Support.

Quality Assurance and Quality Improvement are handled by the Assistant Chief and Dr. Wiley if needed. Every Pre-Hospital Care Report is reviewed by the Assistant Chief. The Assistant Chief reviews patient care, times, documentation, and billing codes. If there are any discrepancies noted the Assistant Chief handles the issue with advisement from Dr. Wiley. The District has a contract with Tim Hennigan to run the Image Trend system. Mr. Hennigan ensures compliance with the EPCR system, and he does Chart refusal review. Mr. Hennigan also makes and sends quarterly reports showing how well the Paramedics are doing with charting. This information is used to see if we need training in certain areas which allows our Paramedics to serve the public at the best care possible.

Respectfully Submitted,

Bruce P. Holsey Assistant Chief

Clatskanie Rural Fire District

B P. Holy



### CLATSKANIE RURAL FIRE PROTECTION DISTRICT

PO Box 807 / 280 SE Third St. Clatskanie, OR 97016 Phone (503) 728-2025 Fax (503) 728-4388 Email- bholsey@clatskaniefire.org

### **History**

July 10, 2024

The Clatskanie Rural Fire Protection District has been providing ambulance service to it's constituents since 1970. The Fire District is committed to providing high quality medical care that complies with all of the system elements of the Columbia County Ambulance Service Ordinance and the Ambulance Service Area Plan.

The Fire District operates three ALS ambulances, and one BLS rescue. All three ambulances are stationed at the Main station. The Delena station houses an AED equipped BLS Fire Engine. The Quincy station also uses an AED equipped BLS Fire Engine for medical response. The Main station and Delena station's first out engines are equipped with vehicle extrication tools.

In 2009, the Fire District added one more paramedic due to retirement and promotions bringing the total to six career paramedics. The district's volunteers were instrumental in emergency responses.

The Clatskanie Fire District passed an operating levy in 2013 which has been renewed three times. This levy has allowed the Fire District to have 5 paid paramedics on each shift. This allows us to have five ALS providers twenty-four hours a day.

In 2019 the Fire District hired a full-time certified emergency vehicle technician (advanced level). This has allowed all districts emergency vehicles to be maintained and inspected on a regular basis.

Clatskanie Fire District is a contributing member to the following projects and committees: ASA committee, EMD committee, Priority Dispatch committee, Protocol committee, The MCI Plan, and Training Exercises County wide.

The equipment and vehicles owned and operated by the Clatskanie Rural Fire Protection District meets or exceeds all ORS and OARs. Training and medical direction is handled by the Fire District in accordance with all applicable Department of Human Services EMS Division and County ASA rules and regulations.

Respectfully Submitted.

B. P. Haly

Bruce P. Holsey Assistant Chief

Clatskanie Rural Fire Protection District



# List of vehicles & Licensing

Unit Number	Year	Make	Vin #
M482	2019	FORD	F3HT5KEF22534
M483	2015	CHEVY	KYC86FF556816
M481	2022	CHEVY	YTEY9NF330878

Customer Vehicle ID	Veh ID	Year	Make	Model	License
8106-E481	4P1BAAGF3GA015898	2015	Pierce	Enforcer	8106
8107-HB482	BT016532BFMK	2002	Stewart-Stevens	M1083	8107
8108-HB481	AT1955BAED	1995	Stewart-Stevens	M1078	8108
8109-E487	4P1BAAGF7LA020970	2019	Pierce	Enforcer	8109
ENGINE 2	7634	1942	Ford	Pumper	8110
8601-CLATSK.		1900	Station	Clatskanie	8601
8602-DELENA		1958	Station	Delena	8602
8603-QUINCY		1979	QUINCY	STATION	8603
	1234	2019	Lost Creek	Property	8606
8605-8610	123456789	2020	Shop	48x60	8610
8202-U482	1FTSW31P04EA64911	2004	Ford	F350	E224944
8203-4801	1FMFU16538LA47312	2008	FORD	Expedition XLT	E244148
8204-U483	1FDAF57R79EB15243	2009	FORD	F-550 Super Duty DRW	E249220
8201-COMMAND 48	1FMFU165X9EB03977	2009	Ford	Expedition	E249221
8304-M483	1GB3KYC86FF556816	2015	CHEVROLET	K3500	E265290
8305-M482	1FDRF3HT5KEF22534	2019	Ford	F350	E283153
8306/M481	1GB3YTEY9NF330878	2022	CHEVROLET	Silverado 3500 HD	E291810
8101-E486	4P1CT02S35A000042	1995	Pierce	Dash	E486
8105-E488	4P1CT01H1LA000376	1990	Pierce	Lance	E488
	531901	1985	Monitor	Trailer	FEPP
8401-R481	1FV6GLCC6PL437351	1993	Freightliner	FL70	R481
PUMP STATION		2022	Pump	House	REED RD
8102-SQ481	4P1CA02D5LA000382	1990	Arrow	50' Telesqurt	SQ481
8501-WT486	1HTWYSBT06J304912	2005	International	7600 6x4	WT486

OREGON



## Emergency Medical Services and Trauma Systems Oregon Health Authority

Ambulance Service License presented to

# Clatskanie Rural Fire Protection District

License Number: 0501

280 SE Third ST Clatskanie, OR 97016 Issue Date: 04/19/2024 Expiration Date: 06/30/2025 Pursuant to ORS 682 and OAR 250, this ambulance service license is valid unless suspended or revoked for violation of any statute under which issued, or any rule or regulation adopted by the Oregon Health Authority , EMS and Trauma Systems Program.

This license is not transferable and is restricted to the location and service listed on this license





OREGON

M-482 OREGON



### E

S

**Clatskanie Rural Fire Protection District** 

**Type:** Ground Ambulance **License Number:** 41037

Year: 2019 Make: Ford

VIN: 1FDRF3HT5KEF22534

Expiration Date: 06/30/2025

Oregon Emergency Medical Services 800 NE Oregon Street, Suite 305, Portland OR 97232 LICENSE TO BE DISPLAYED IN LICENSED AMBULANCE AT ALL TIMES





### Clatskanie Rural Fire Protection District

Type: Ground Ambulance License Number: 40336

**Year:** 2015

Make: Chevrolet

VIN: 1GB3KYC86FF556816

**Expiration Date:** 06/30/2025

Oregon Emergency Medical Services 800 NE Oregon Street, Suite 305, Portland OR 97232 LICENSE TO BE DISPLAYED IN LICENSED AMBULANCE AT ALL TIMES



### OREGON

OREGON



### **Clatskanie Rural Fire Protection District**

**Type:** Ground Ambulance **License Number:** 41416

**Year:** 2022

Make: Chevrolet

**VIN:** 1GB3YTEY9NF330878

Expiration Date: 06/30/2025

S

Oregon Emergency Medical Services 800 NE Oregon Street, Suite 305, Portland OR 97232 LICENSE TO BE DISPLAYED IN LICENSED AMBULANCE AT ALL TIMES



### Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS INSURANCE SERVICES

Member: Clatskanie R.F.P.D.

Year/Make/Model: 2009 Ford Truck

Code: 4850

VIN: 1FDAF57R79EB15243

Agent: WHA Insurance Effective: 1/1/2024

Policy Number: 39P52044-511 Expires: 12/31/2024

Up-to-date card should be carried in vehicle as evidence of coverage

### In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except
   Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- if you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

### Oregon Auto Liability Coverage Identification Card

### SDIS

SPECIAL DISTRICTS

Member: Clatskanie R.F.P.D.

Year/Make/Model: 2015 Braun Ambulance

Code: M483

VIN: 1GB3KYC86FF556816

Agent WHA Insurance

Effective: 1/1/2024

Policy Number: 39P52044-511 Expires: 12/31/2024

Up-to-date card should be carried in vehicle as evidence of coverage

### In the Event of Accident or Loss

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- Notify the police immediately.
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### Oregon Auto Liability Coverage Identification Card

### SDIS

SPECIAL DISTRICTS INSURANCE SERVICES

Member: Clatskanie R.F.P.D.

Year/Make/Model: 2016 Pierce Fire Truck

Code: E481

VIN: 4P1BAAGF3GA015898

Agent WHA Insurance

Effective: 1/1/2024

Policy Number: 39P52044-511

Expires: 12/31/2024

Up-to-date card should be carried in vehicle as evidence of coverage

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### Oregon Auto Liability Coverage Identification Card

### SDIS

SPECIAL DISTRICTS INSURANCE SERVICES

Member: Clatskanie R.F.P.D.

Year/Make/Model: 2019 Northstar Brau Ambulance

Code: M482

VIN: 1FDRF3HT5KEF22534

Agent: WHA Insurance

Effective: 1/1/2024

Policy Number: 39P52044-511

Expires: 12/31/2024

Up-to-date card should be carried in vehicle as evidence of coverage

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### Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS

Member: Clatskanie R.F.P.D.

Year/Make/Model: 2019 Pierce Pumper

Code: **E487** 

VIN: 4P1BAAGF7LA020970

Agent: WHA Insurance

Effective: 1/1/2024

Policy Number: 39P52044-511

Expires: 12/31/2024

Up-to-date card should be carried in vehicle as evidence of coverage

### Oregon Auto Liability Coverage Identification Card

SDIS

SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Clatskanie R.F.P.D.

Year/Make/Model: 2023 Northstar Brau Ambulance

Code: M481

VIN: 1GB3YTEY9NF330878

Agent: WHA Insurance

Effective: 1/1/2024

Policy Number: 39P52044-511

Expires: 12/31/2024

Up-to-date card should be carried in vehicle as evidence of coverage

### In the Event of Accident or Loss

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### Auto Excess Liability Coverage Deciarations

Certificate Number: 2442344-511

Coverage Period: 1/12/03/ haugh (3/15/5/24

Maragi Parlidoga Clatskanie R.F.P.D. PO Box 807 Clatskanie, OR 97016

Agent of Record WHA Insurance 2930 Chad Dr Eugene, OR 97408

Coverage is only provided for those coverages indicated below for which a contribution is shown.

Excess Auto Liability

Срузиада

Limit of Liability\*

Ratantion

Contribution

Excess Auto Liability

\$4,500,000

\$500,000

Included with Auto Liability

Excess Non-Owned/ Hired Auto Liability

\$4,500,000

\$500,000

Included with Non-Owned/ Hired Auto Liability

Applicable Coverage Deciment: SDIS Excess Auto Liability Coverage Document - January 1, 2024

This Certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Excess Auto Liability Coverage Document. This Certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Excess Auto Liability Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:

Authorized Representative

Data: January 01, 2024

Special Districts Insurance Services

<sup>\*</sup> Per Accident Limit of Liability.



### Auto Supplemental Coverage Declarations

Certificate Number: 39P52044-311

Coverage Period: 1/1/2024 through 12/31/2024

Hamad Participant

Clatskanie R.F.P.D.

PO Box 807

Clatskanie, OR 97016

Propert of Record

WHA Insurance

2930 Chad Dr

Eugene, OR 97408

Coverage is only provided for those coverages indicated below for which a contribution is shown.

Auto Supplemental

Coverage

Personal Injury Protection

Limit of Liability

See Coverage Document

None

Contribution

Uninsured/ Underinsured Motorist Bodily Injury

\$500,000 Per Accident

None

Deductible

Included with Auto Liability

Included with Auto Liability

Applicable Coverage Document: SDIS Auto Supplemental Coverage Document - January 1, 2024

This certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Auto Supplemental Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Auto Supplemental Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions which they relate.

Countersigned by

Authorized Representative

Special Districts Insurance Services

Duto: January 01, 2024



### Maintenance Records

&

Statement



### CLATSKANIE RURAL FIRE PROTECTION DISTRICT

PO Box 807 / 280 SE Third St. Clatskanie, OR 97016 Phone (503) 728-2025 Fax (503) 728-4388 Email- bholsey@clatskaniefire.org

July 19, 2024

To whom it may concern:

The Clatskanie Rural Fire Protection maintains all ambulances to manufacturers recommendations. All mechanical issues and preventive maintenance are recorded as a work order and corrected as soon as possible. All units are placed out of service during scheduled and unscheduled mechanical work.

Rick Fletcher

Maintenance Supervisor

Certified ASE Master Mechanic

Richard Aletha

Certified EVT Master Mechanic

Clatskanie RFPD

INRANGE(Y1d:DatePaid;81088,81652) AND UPPER(Y1d:Lic\_Num) = 'E291810'

### SUMMARY REPORT

11/30/2023 11/30/2023 11/30/2023	11/30/2023 11/30/2023	11/30/2023			10/01/16/02	10/31/2023	10/31/2023	10/31/2023		9/29/2023	9/29/2023	9/29/2023		8/31/2023		7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/34/2023	Date Paid Cust	
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37101					15165	15163	15163	15163		15144	15144	15142		15128		15074	15074	15074	15074	15074	15074	15074	15074	15074	15074	15074	15074	15074	15074	15074	15074	15074	Invoice Nbr I	
7.802	6,747				5,541						3,023	2,512		971		250	250	250	250	250	250	250	250	250		250	250	250	250	250	250	250	Miles Out	000
RICK	70189011361	RICK	091-264-023		RICK	RICK	15W40	100454		RICK	RICK	RICK		RICK		2905401849	FREIGHT	85487	MMU-232	75432	436486	CMA-CV3ANTNCG-R	NIMSU-1	TAX	MPL	FREIGHT	RICK	RICK	CMA-CV3ANTNCG	FREIGHT	X42784	OLATHE FLEET	Item Code	CONTACT SULCE
1.00	1.00	0.50	1.00		1.00	1.00	10.00	1.00		2.00	4.00	2.00		3.00		1.00	1.00	1.00	1.00	1.00	1.00	2.00	1.00	1.00	2.00	: <u>.</u> 8	2.00	4,00	1.00	1.00	1.00	1.00	Qnty	+
Replace Attendant Seat Seat Belts	Usb Cable, C To C	Installed Usb A And Usb C Charger In Fro	Usb Charger, A & C		Mount Cavicide Wipe And Spray Bottle Hol	Change Oil And Filter, Grease Fittings,	Motor Oil, 15w40, Mobil Delyac 1300 CJ4	Oil Filter, MA81		Diagnose No Brake Lights, Installed Back	Travel Time Tto Braun For Brake Light Re	Check For Brake Rubbing Noise, Install P		Repair Rear A/c Condensate Drain Hose.		Carbon Monoxide Detector	Shipping & Handling	Rain Cap, Antenna	Mount Base & Arm, Magnetic for Tablet	Flashlight, Stinger LED HL, 12 V Charger	Antenna Mount Kit NMO	Fender Mount Antenna Base	Mic Mount, Magnetic	Wash Sales Tax.	Antenna Connector	Shipping & Handling	Supplied Spare Wheel, Radio, Radio Anten	Mounted Flashlight In Cab, & Tablet Moun	Fender Mount Antenna Base	Shipping & Handling	Wheel, 17" Gm Dually	2022 K3500 Chassis	Description	
142.06	18.99	142.06	0.01		142.06	142.06	3.40	11.05		142.06	142.06	142.06		142.06		59.99	28.66	5.56	99.99	118.96	21.99	26.99	34.99	ა. <u>1</u> 9	7.32	13.95	142.06	142.06	26.99	13.95	398.27	55063.00	Price	
0.00	18.99	0.00	0.01	45.05	0.00	0.00	34.00	11.05	0.00	0.00	0.00	00.0	0.00	0.00	847.73	59.99	4.00	5.56	99,99	118.96	21.99	53,98	34.99	0.37	14.64	4.00	0.00	0.00	26.99	4.00	398.27	0.00	Extended Cost	
142.06	18.99	71.03	0.01	329.17	142.06	142.06	34.00	11.05	1136.48	284.12	568.24	284.12	426.18	426.18	56810.47	59.99	28.66	5.56	99.99	118.96	21.99	53.98	34.99	3.19	14.64	13.95	284.12	568.24	26.99	13.95	398.27	55063.00	Extended	

36

Clatskanie RFPD

# INRANGE(Y1d:DatePaid,81088,81652) AND UPPER(Y1d:Lic\_Num) = 'E291810'

			20	SIMMARY REPORT	P C T C T					
Date Paid	Customer	invoice Nbr	Miles Out	Item Code	Onty	Description	Price	Extended Cost	Extended	
12/29/2023	ලා	15214	10,622	Q2221QC	2.00	Tire Chains, Cam Lock, LT235/80R17	105.00	210.00	210.00	
	í							210.00	210.00	
2/02/2024	<b>්</b> ත	15236	11,555	15W40	10.00	Meter Oil, 15w40, Mobil Delvac 1300 CJ4	ය. පුරි	38.60	38.60	
2/02/2024	ග :	15236		RICK	0.50	Change Oil And Filter, Grease Fittings,	142.06	00.0	71.03	
2/02/2024	රා	15236	<b>↑</b>	100454	1.00	Oil Filter, M481	11.05	11.05	11.05	
								49.65	120.68	
3/29/2024	o,	15271	14,028	500451	1.00	Fuel Filter M481	45.34	45.34	45.34	
3/29/2024	රා	15271	14,028	RICK	0.75	Replaced Fuel Filter	142.06	0.00	106.55	
								45.34	151.89	
4/30/2024	O	15288	15,997	RICK	1.00	Install Portable Radio Charger in Cab	142.06	0.00	142.06	
4/30/2024	ග	15291	16,065	RICK	1.00	Check Left Rear Turn Signal	142.06	0.00	142.06	
								0.00	284.12	
5/31/2024	<b>O</b> )	15316	18,740	6-022	2.00	Wipers, 22"	13.74	27.48	27.48	
5/31/2024	<b>o</b>	15316	18,740	15W40	10.00	Motor Oil, 15w40, Mobil Delvac 1300 CJ4	3.86	38.60	38.60	
5/31/2024	O	150 150 150	18,740	RICK	2.50	Changed Oil And Filter, Greased Fittings	142.06	0.00	355.15	
5/31/2024	ത	15316	18,740	LM06	2.00	80-90 Wt Gear Oil (rear Axle)	N Un	5.02	5.02	
5/31/2024	<b>(3)</b>	15316	18,740	RICK	0.25	Check Brake Fluid Level, Add Coolant To	142.06	0.00	35.52	
5/31/2024	රා	15316	18,740	100454	1.00	Oil Filter, M481	11.05	11.05	11.05	
5/31/2024	ථා	15316	18,740	DEXCOOL	0.50	Coolant, Dexcool 50/50 mix	6.50	3.25	3.25	
5/31/2024	<b>්</b>	15318	18,077	NOX.	1.50	Fabricate Plastic Piece To Keep Attendan	142.06	0.00	213.09	
								85.40	589.16	
6/28/2024	ជា	15324	19,867	ŻICX	1.00	Install Spare Tire On Rt Outer.	142.06	0.00	142.06	
6/28/2024	<b>(7</b> )	15335	21,377	RICK	2.50	Install Drivers Side Cradle Point Antenn	142.06	0.00	355.75	
6/28/2024	()3	15338	21,390	RICK	1.50	Installed Right Side Cab Cradie Point An	142.06	0.00	213.09	
								0.00	710.30	
								1302.17	61100.54	
Grand Total Count:	ount: 48									

### Clatskanie RFPD

# INRANGE(Y1d:DatePaid,81088,81652) AND UPPER(Y1d:Lic\_Num) = 'E283153'

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11/30/2023	11/30/2023	10/31/2023	9/29/2023		7/31/2023	7/31/2023	7/31/2023	7/31/2023	7/31/2023		5/31/2023	5/31/2023	5/31/2023		4/28/2023		3/28/2023	3/28/2023	3/28/2023	3/28/2023	3/28/2023	3/28/2023		2/28/2023	2/28/2023		1/31/2023	Date Paid	
o 0	ത ത	თ	σ		ာ တ	ത	თ	တ	6		o	o	თ		თ		ဝ	6	6	6	6	6		6	6		O	Customer	
15188	15187	15164	15155		15123 15123	15122	15122	15122	15122		15080	15080	15068		15067		15048	15048	15047	15047	15047	15047		15040	15027		15020	Invoice Nbr	
57,915	57,873	57,181	57,051	ç,	55,746 55,746	55,672	55,672	55,672	55,672		50,883	50,883	50,200		50,100		47,753	47,753	47,338	47,338	47,338	47,338		45,988	0		44,053	Miles Out	(0)
RICK	RICK	RICK	6-022	NON	FT8918F	15W40	7151	RICK	300458		TAX	HART	RICK		RICK		75105	RICK	RICK	ZXG051	15W40	7151		RICK	RICK		RICK	t Item Code	SUMMARY RE
0.25	1.00	0.25	2.00	<u>\</u>	1.00	13.00	1.00	1.00	1.00		1.00	1.00	0.50		0.50		1.00	0.50	3.00	0.50	13.50	1.00		0.25	0.25		0.50	Qnty	REPORT
Battery Removed Small Screw From Left Rear Outer	Service Call On Saturday To Replace Batt	Check For Pcm/tcm Codes, & Trans Shiftin	Wipers, 22"	Replace Real brake Mads, Rotate Front II		Motor Oil, 15w40, Mobil Delvac 1300 CJ4	Oil Filter, 6.7L	Change Oil And Filter, Grease Fittings,	Fuel Filter, M482		Wash Sales Tax.	Replace A/c Compressor, Flush System, Re	Check Ac Operation.		Check A/c Operation, Compressor Seems Ba			Check Streamlight Charger, Replace Charg	Change Oil And Filter, Grease Fittings,	Coolant, Gold (Ford) 50/50 mix	Motor Oil, 15w40, Mobil Delvac 1300 CJ4	Oil Filter, 6.7L		Repair And Adjust Fuel Door Latch	Install Cavicide Wipes Holder In Place O		Mount Cot Battery Charger To Wall At Wor	Description	
148.93 142.06	142.06	142.06	13.74	742.06	96.89	3.40	24.58	142.06	78.19		367.00	2237.77	142.06		142.06		34.60	142.06	142.06	7.00	3.40	24.58		142.06	142.06		142.06	Price	
148.93 0.00	0.00	0.00	27.48 27.48	243.86	96.89	44.20	24.58	0.00	78.19	170.57	0.37	170.20	0.00	0.00	0.00	108.58	34.60	0.00	0.00	3.50	45.90	24.58	0.00	0.00	0.00	0.00	0.00	Extended Cost	
148.93 35.52	142.06	35.52 35.52	27.48 27.48	670.04	96.89	44.20	24.58	142.06	78.19	2675.80	367.00	2237.77	71.03	71.03	71.03	605.79	34.60	71.03	426.18	3.50	45.90	24.58	71.04	35.52	35.52	71.03	71.03	t Extended	

Date: String 28

Clatskanie RFPD

# INRANGE(Y1d:DatePaid,81088,81652) AND UPPER(Y1d:Lic\_Num) = 'E283153'

			က္ဆ	SUMMARY REPORT	ORT				
Date Paid	Customer	Invoice Nbr Mi	Miles Out	Item Code	Qnty	Description	Price	Extended Cost	Extended
11/30/2023	o	15194 57	57,957	926-0875-1	1.00	Battery Bolts, 4pk, Ford Wedges	4.42	4.42	4.42
11/30/2023	တ		57,957	RICK	0.25	Replace Battery Bolt On Right Side Batte	142.06	0.00	35.52
								153.35	366.45
12/29/2023	თ	15213 58	58,285	Q2228QC	1.00	Tire Chain, Quality Cam Lock, 245/75r17	105.00	105.00	105.00
12/29/2023	თ		58,325	RICK	0.25	Added Engine Oil	142.06	0.00	35.52
12/29/2023	თ		58,325	15W40	2.00	Motor Oil, 15w40, Mobil Delvac 1300 Cj4	3.86	7.72	7.72
								112.72	148.24
2/02/2024	თ	15228 5	58,290	RICK	0.25	Check Brake Squeel	142.06	0.00	35.52
								0.00	35.52
3/01/2024	თ	15254 5	58,783	RICK	1.00	Replace Left Side Rear Tire Fenderette.	142.06	0.00	142.06
3/01/2024	6	15254 5	58,783	03609	1.00	Tape, Double Sided Moulding, .5" wide	10.92	10.92	10.92
3/01/2024	6	15254 5	58,783	51159-03	1.00	Fenderette Aluminum	175.84	175.84	175.84
3/01/2024	6	15254 5	58,783	FREIGHT	1.00	Shipping & Handling	24.00	4.00	24.00
								190.76	352.82
6/28/2024	თ	15321 5	59,750	819-5583	4.00	Gas Spring, Lift Support, 20#	26.99	107.96	107.96
6/28/2024	6	15321 5	59,750	RICK	0.40	Replace Patient Compartment Cabinet Gas	142.06	0.00	56.82
6/28/2024	თ	15321 5	59,750	819-5624	4.00	Gas Spring, Lift Support, 20#	34.99	139.96	139.96
6/28/2024	თ	15321 5	59,750	FREIGHT	1.00	Shipping & Handling	9.99	4.00	9.99
								251.92	314.73
								1259.24	5445.49

Grand Total Count: 38

INRANGE(Y1d:DatePaid,81088,81652) AND UPPER(Y1d:Lic\_Num) = 'E265290'

3/29/2024	2/02/2024 2/02/2024	12/29/2023	11/30/2023	7/31/2023	7/31/2023		5/31/2023	5/31/2023		4/28/2023	4/28/2023	4/28/2023	4/28/2023	4/28/2023	4/28/2023	4/28/2023	4/28/2023		2/28/2023	2/28/2023	2/28/2023		1/31/2023	1/31/2023	Date Paid	
თ	തത	o o	6		ന ന ന	,	6	6		6	თ	6	6	6	6	თ	6		6	თ	თ		6	6	Customer	
15277	15238 15238	15215	15205	15062	15062		15079	15079		15058	15058	15058	15058	15052	15036	15036	15036		15033	15030	15028		15018	15015	Invoice Nbr	
65,543	64,225 64,225	63,907	63,892	61,300	61,300		62,157	62,157		61,281	61,281	61,281	61,281	61,272	60,708	60,708	60,708		60,708	60,571	0		60,486	60,462	Miles Out	S
3960XE	RICK LES SCHWAB	Q2221QC	RICK	50054	FREIGHT		091-55RD	RICK		VMW148	RICK	15W40	7202	RICK	30574	RICK	FREIGHT		RICK	RICK	RICK		RICK	RICK	Item Code	SUMMARY RE
1.00	1.00 1.00	1.00	0.25	1.00	1.00		1.00	0.50		0.25	1.00	10.00	1.00	0.50	1.00	0.75	1.00		1.00	0.50	0.25		0.50	0.50	Qnty	REPORT
Fuel Filter	Medic Damaged By Car In Snow/ice Alignment	Tire Chains, Cam Lock, LT235/80R17	Mount Cavicide Spray Bottle Wall Mount	Door Closer Check Dual Spring	Spring, Door Closer, HD 3" Shipping & Handling		Cover Plate, Kussmaul 15 Amp Red	Replace Kussmaul Cover Plate, Check And		Windshield Washer Fluid, #zero	Change Oil And Filter, Grease Fittings,	Motor Oil, 15w40, Mobil Delvac 1300 CJ4	Oil Filter	Repair Ems Compartment Door Holder	lv Warmer	Replaced Iv Warmer In Iv Compartment	Shipping & Handling		Service Call On Sunday, Replace Radio Mi	Checked Iv Warmer Operation. Not Warming	Install Cavicide Wipes Holder In Place O		Mounted Gurney Battery Charger On Action	Repair Suction Unit Tubing In Wall	Description	
63.49	142.06 114.99	105.00	142.06	36.64	42.18 22.70		31.19	142.06		4.39	142.06	3.40	12.33	142.06	168.00	142.06	22.80		142.06	142.06	142.06		142.06	142.06	Price	
63.49	0.00 114.99 114.99	105.00 105.00	0.00	30.53	42.18 4.00	31.19	31.19	0.00	219.43	1.10	0.00	34.00	12.33	0.00	168.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Extended Cost	
63.49	142.06 114.99 257.05	105.00	35.52 35.52	36.64 314.61	42.18 22.70	102.22	31.19	71.03	557.87	1.10	142.06	34.00	12.33	71.03	168.00	106.55	22.80	248.61	142.06	71.03	35.52	142.06	71.03	71.03	t Extended	

Date: String 28

Clatskanie RFPD

# INRANGE(Y1d:DatePaid,81088,81652) AND UPPER(Y1d:Lic\_Num) = 'E265290'

	Data DaiA		3/29/2024	3/29/2024	3/20/2024		57071671C	3/29/2024	3/29/2024	4 10000	470710674	h	5/3//2024	676711 CAC		
	Customer	0000000	ď	ලා	<b>5</b> 89	ו מו		Œ	ග	ħ	c	ħ	nc	c		
	Invoice Nor Miles Out	15277	11701	15277	15277	15277		15277	15277	15200		15200	15300	-		
S	Miles Out	55 A A	00,040	65,543	65,543	E 2 243	9 6	05,543	65,543	D	00,000	55 573	65.573	G G		
SUMMARY REPORT	Item Code	TAX	3	15W40	RICK	19418898	A DALLA SO	ON AMAIN	7202	RICK		819-5624	810-5583			
PORT	Qnty	1.00		10.00	4.00	1.00	) )	0.4.0	CD'.	1.00	į	4.00	B 00	,		
	Description	Wash Sales Tax.		Motor Cit, Toway, repail beleas 1000 Cum	Change Oil And Filter, Grease Fittings,	Exhaust Temp Sensor	Mindehield Washer Fluid #zero		CH Filler	Install Portabel Radio Charger In Cab.		Gas Spring, Lift Support, 20#	Gas Spring, Lift Support, 20#	•		
	Price	6.33	מ	5000	142.06	77.18	4.99	12 00		142.06		34.99	26.99			
	Extended Cost Extended	0.37	38 50	5 6	0.00	77.18	1.25	3 8	200	0.00	0.00	139.96	161.94	301.90	1043.10	
	Extended	6.33	38.60	# FO 3.4	25.000	11.18	1.25	12.99	700 00	142.06	142.06	139.96	161.94	301.90	2974.98	

Grand Total Count: 33



Apply with confidence. Get Accepted. www.accepted.com

Statement that all Equipment and Supplies in each Ambulance Conform with State Standards



### CLATSKANIE RURAL FIRE PROTECTION DISTRICT

PO Box 807 / 280 SE Third St. Clatskanie, OR 97016 Phone (503) 728-2025 Fax (503) 728-4388 Email- bholsey@clatskaniefire.org

Statement of Compliance

August 5, 2024

To whom it may concern:

Clatskanie Fire District's medic units meet and or exceed the Oregon Health Authority (EMS Divisions) requirements. The Fire District conforms with all standards set forth for ambulance licensing.

Bruce P. Holsey Assistant Chief

**CRFPD** 



### Clatskanie Rural Fire Protection District

PO Box 807 / 280 SE Third St. Clatskanie, OR 97016 Phone (503) 728-2025 / Fax (503) 728-4388

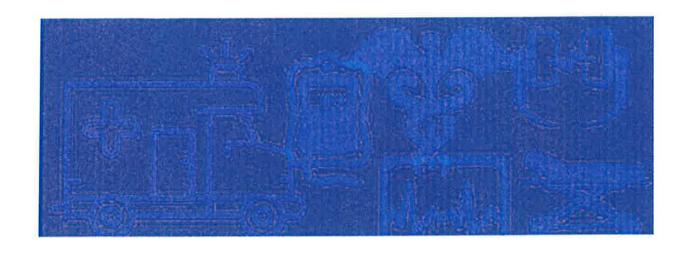
July 18, 2024

### To whom it may concern:

Our ambulance fleet is inspected periodically by the Oregon EMS and Trauma Systems Program with the most recent inspection taking place in August of 2023. We were found to be be deficient in 3 areas. After installing supplies that had valid expiration dates and two policy changes, we are now in compliant with current standards for the State of Oregon.

Craig Granger

EMS Division Officer
Clatskanie Rural Fire Protection District



### Personnel List &

### Applicable Certifications

### Personnel

Use the *Position* drop down menu and the search box to search for personnel with specific positions or names. To view all personnel again, click *Clear*.

Click the arrow to the right of each person's name to view additional details about them. To view a list of documents submitted for that person, click the icon in the *Documents* column.

Add an Existing Personnel to Services Roster

Personnel:

Search by Personnel name or License number

- Position -

9

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	Name 🔺	<u>Positions</u>	Personnel ID	Show on EMS Run Form	Number		Level	lssued	Expiration	<u>S</u> tatus	Docs
	Anderson, Daniel J (133716)			Yes	133716 Number	Select	Paramedic	04/21/2023	06/30/2025	Active	
]	Bringman, Jacob D (143481)			Yes	143481 Number	Select	Paramedic	04/04/2023	06/30/2025	Active	ū.
J	Bringman, Matthew A (145825)			Yes	145825 Number	Select	Paramedic	04/10/2023	06/30/2025	Active	
J	Brocker, Ethan R (145562)			Yes	145562 Number	Select	Paramedic	04/04/2023	06/30/2025	Active	
	Bullard, Damon L (129576)			Yes	129576 Number	Select	Paramedic	04/10/2023	06/30/2025	Active	
	Carpenter, Grant James (201927)			Yes	201927 Number	Select	Paramedic	04/04/2023	06/30/2025	Active	
	Curio, Qantu I (145300)			Yes	145300 Number	Select	Paramedic	05/02/2023	06/30/2025	Active	
	Goodwin, William R (109566)			Yes	109566 Number		Paramedic	04/10/2023	06/30/2025	Active	
	Granger, Craig Daniel (133664)			Yes	133664 Number		Paramedic	04/24/2023	06/30/2025	Active	

Green, Arminda Mac (142074)	е	Yes	142074 Select Number	Paramedic	04/04/2023	06/30/2025	Active	-
Hennigan, Timothy R (119201)		Yes	119201 Select Number	Paramedic	05/02/2023	06/30/2025	Active	
Holsey, Bruco P (123134)	e A	Yes	123134 Select Number	Paramedic	04/07/2023	06/30/2025	Active	i managaran da sanagaran da san
Juetten, Tylei (203489)	r	Yes	203489 Select Number	Paramedic	04/10/2023	06/30/2025	Active	
Karthauser, Diana Mae (125551)		Yes	125551 Select Number	Oregon EMT- Intermediate	04/10/2023	06/30/2025	Active	Ĺ
Kirkland, Joseph N (106680)		Yes	106680 Select Number	Emergency Medical Technician	05/02/2023	06/30/2025	Active	
Mustola, Andrew C (135026)		Yes	135026 Select Number	Paramedic	05/02/2023	06/30/2025	Active	
Parmley, Elijah Ray (206833)		Yes	206833 Select Number	Emergency Medical Technician	04/06/2023	06/30/2025	Active	
Roberts, Ryan Daniel (205816)		Yes	205816 Select Number	Paramedic	05/03/2023	06/30/2025	Active	
Sharek, Steven E (106682)		Yes	106682 Select Number	Paramedic	05/01/2023	06/30/2025	Active	
Stewart, Jackson R (145849)		Yes	145849 Select Number	Paramedic	04/18/2023	06/30/2025	Active	
Thorp, Joseph D (130724)		Yes	130724 Select Number	Paramedic	04/10/2023	06/30/2025	Active	
Wiggins, Gabriel Joseph (130218)		Yes	130218 Select Number	Paramedic	04/04/2023	06/30/2025	Active	
Wiley MD, Jenna Marie (MD198764)		Yes	MD198764 Select Number	Doctor of Medicine	11/01/2023		Active	



# Operating Budget & Financials

# Notice of Property Tax and Certification of Intent to Impose a Tax, Fee, Assessment or Charge on Property

FORM LB-50 **2024-2025** 

Columbia

Be sure to read instructions in the Notice of Proper	erty Tax Levy Forms and Instruction	n booklet	e-164	Check here if this is an amended form.
The Clatskanie RFPD has the	responsibility and authority to plac	e the following p	roperty tax, fee, c	harge or assessment
on the tax roll of Columbia  County Name	_County. The property tax, fee, c	harge or assessr	nent is categorize	ed as stated by this form.
PO Box 807	Clatskanie	OR	97016	June 25, 2024
Mailing Address of District	City	State	ZIP code	Date
Cyndi Warren F Contact Person	inance Director Title		28-2025 Telephone	cwarren@clatskaniefire.org Contact Person E-Mail
CERTIFICATION - You must check one box if you  The tax rate or levy amounts certified in Par  The tax rate or levy amounts certified in Par	t I are within the tax rate or levy	amounts appro		
PART I: TOTAL PROPERTY TAX LEVY			Subject to Government Lir or- Dollar Amour	
1. Rate/Amount levied (within permanent rate lim	it) a a a casa a casa a casa a casa casa c	1	1.7198	
2. Local option operating tax		2	1.2533	
Local option capital project tax			0	Excluded from Measure 5 Limits
			0	Dollar Amount of Bond
4. Levy for pension and disability obligations		4	0	Levy
5a. Levy for bonded indebtedness from bonds app	5a. <b>0</b>			
5b. Levy for bonded indebtedness from bonds app				5b. 0
5c. Total levy for bonded indebtedness not subject	t to Measure 5 or Measure 50 (t	otal of 5a + 5b)		5c. <b>0</b>
PART II: RATE LIMIT CERTIFICATION				
6. Permanent rate limit in dollars and cents per \$	1,000		(10) F 12 K 10 K 10 F 10 K	6 1.7198
7. Election date when your <b>new district</b> received	voter approval for your perman	ent rate limit		7 N/A
8. Estimated permanent rate limit for newly merg	ed/consolidated district	18 - 18 - 18 - 18 - 18 - 18		8 N/A
PART III: SCHEDULE OF LOCAL OPTION TAXE	S - Enter all local option taxes attach a sheet showing the ir			nore than two taxes,
Purpose (operating, capital project, or mixed)	Date voters approved local option ballot measure	First year levied	Final year to be levied	Tax amount - <b>or</b> - rate authorized per year by voters
OPERATING	May 16, 2023	2023	2027	1.2533
Part IV. SPECIAL ASSESSMENTS, FEES AND C	HARGES			
Description	Subject to General Governme	nt Limitation	Exclud	ed from Measure 5 Limitation
1				
2				
If fees, charges, or assessments will be imposed or properties, by assessor's account number, to which assessments uniformly imposed on the properties. The authority for putting these assessments on the	fees, charges, or assessments If these amounts are not uniforn	will be impose n, show the am	d. Show the fees ount imposed or	s, charges, or n each property.

#### FORM LB-1

#### NOTICE OF BUDGET HEARING

A public meeting of the \_Clatskanie Rural Fire Protection District\_will be held on June 12, 2024, at \_7:00 \_\_am \_X\_ pm at 555 SW Bryant St, Clatskanie, OR, Port of Columbia County Offices (the Old Middle School), Clatskanie, Oregon.

The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2024\_ as approved by the \_Clatskanie Rural Fire Protection District Budget Committee. A summary of the budget is presented below, A copy of the budget may be inspected or obtained at \_280 SE Third St, Clatskanie OR, between the hours of \_10 a.m. and \_2 p.m. This budget is for an \_X\_ annual \_\_ biennial budget period. This budget was prepared on a basis of accounting that is \_X the same as \_\_ different than used the preceding year. If different, the major changes and their effect on the budget are:

Contact: Cyndi Warren

Telephone: 503-728-2025

Email: cwarren@clatskaniefire.org

FINANCIAL SUMMARY - RESOURCES					
TOTAL OF ALL FUNDS	Actual Amount	Adopted Budget	Approved Budget		
	2022-23	This Year 2023-24	Next Year 2024-25		
Beginning Fund Balance/Net Working Capital	2,105,877	2,431,500	2,679,500		
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	1,213,230	689,300	1,186,900		
Federal, State and All Other Grants, Gifts, Allocations and Donations	93,708	415,000	60,000		
Revenue from Bonds and Other Debt	0				
Interfund Transfers / Internal Service Reimbursements	589,269	772,850	805,850		
All Other Resources Except Property Taxes	37,532	15,000	10,000		
Property Taxes Estimated to be Received	2,748,098	2,891,176	2,855,900		
Total Resources	6,787,714	7,214,826	7,598,150		

FINANCIAL SUMMARY - REQUIRE	MENTS BY OBJECT CLASSIFICA	TION	
Personnel Services	2,920,790	3,596,300	3,861,032
Materials and Services	567,393	689,650	717,150
Capital Outlay	347,656	1,956,500	2,031,000
Debt Service	0	0	0
Interfund Transfers	589,269	772,850	805,850
Contingencies	0	174,526	158,118
Special Payments	0		
Unappropriated Ending Balance and Reserved for Future Expenditure	2,362,606	25,000	25,000
Total Requirements	6,787,714	7,214,826	7,598,150

FINANCIAL SUMMARY	- REQUIREMENTS BY ORGANIZATIONAL UNIT O	R PROGRAM *	
Name of Organizational Unit or Program  FTE for that unit or program			
Fire & EMS Services	6,787,714	7,214,826	7,598,150
FTE	16	18	21
FTE			
FTE	**********		
FTE			
Non-Departmental / Non-Program FTE	0	0	0
	0	0	0
Total Requirements	6,787,714	7,214,826	7,598,150
Total FTE	16	18	18

#### STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \*

A 5 year local option was approved again by the voters beginning in the 2018-19 fiscal year; allowing the District to make necessary updates to buildings, equipment and continue to add personnel as needed to provide adequate staffing for the District.

PROPERTY TAX LEVIES					
	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved		
Permanent Rate Levy (rate limit 1.7198 per \$1,000)	1,7198	1.7198	1.7198		
Local Option Levy (rate limit 1.2533 per \$1,000)	1.2533	1.2533	1,2533		
Levy For General Obligation Bonds	0	Ō	0		

	STATEMENT OF INDEBTEDNESS	
LONG TERM DEBT	Estimated Debt Outstanding	Estimated Debt Authorized, But
	on July 1.	Not Incurred on July 1
General Obligation Bonds	\$0	\$0
Other Bonds	\$0	\$0
Other Borrowings	\$0	\$0
Total	\$0	\$0

If more space is needed to complete any section of this form, insert lines (rows) on this sheet or add sheets. You may delete unused lines.

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Income				
1 · FIRE GENERAL REVENUE				
1001 · Beginning Cash Balance	812,618.72	1,000,000.00	-187,381.28	81.3%
1002 · Current Year Taxes	2,545,384.85	2,144,844.00	400,540.85	118.7%
1003 · Prior Years Taxes	117,550.69	90,000.00	27,550.69	130.6%
1005 · Interest	4,628.96	9,000.00	-4,371.04	51.4%
1007 · Columbia County Gas Royalties 1011 · Transfer from Ambulance Fund	0.00	4,000.00	-4,000.00	0.0%
1013 · Miscellaneous	189,000.00 16,131.82	189,000.00	0.00	100.0%
1014 · Contract Fees	185,953.78	10,000.00 180,000.00	6,131.82 5,953.78	161.3%
1015 · Conflagration Act Revenue	0.00	25,000.00	-25,000.00	103.3% 0.0%
1017 · CONTRACT MAINTENANCE FEES	44,750.14	30,000.00	14,750.14	149.2%
1021 · Grant Revenue	0.00	50,000.00	-50,000.00	0.0%
1022 · SIP - STRATEGIC INVESTMENT PRGM	283,001.30	290,000.00	-6,998.70	97.6%
Total 1 · FIRE GENERAL REVENUE	4,199,020.26	4,021,844.00	177,176.26	104.4%
3 AMBULANCE GENERAL REVENUE				
3001 · Beginning Cash Balance	73,976.00	95,000.00	-21,024.00	77.9%
3005 · Interest	440.09	1,000.00	-559.91	44.0%
3013 · Fire Med Subscriptions	7,200.00	7,500.00	-300.00	96.0%
3015 · Customer Fees	337,033.59	275,000.00	62,033.59	122.6%
Total 3 · AMBULANCE GENERAL REVENUE	418,649.68	378,500.00	40,149.68	110.6%
4 · FIRE EQUIPMENT RESERVE FUND				
4001 · Beginning Cash Balance	457,000.00	455,170.00	1,830.00	100.4%
4003 · CONFLAGRATION - EQUIPMENT REIMB	0.00	5,000.00	-5,000.00	0.0%
4005 · Interest 4010 · TRANSFER FROM GF -PPE	2,231.92	1,800.00	431.92	124.0%
4010 · TRANSPER FROM GF -PPE 4011 · Transfer from GF - Equipment	12,500.00	12,500.00	0.00	100.0%
	100,000.00	100,000.00	0.00	100.0%
Total 4 · FIRE EQUIPMENT RESERVE FUND	571,731.92	574,470.00	-2,738.08	99.5%
5 · SICK LEAVE/UNEMPLOYMENT RESERVE				
5001 · Beginning Cash Balance	69,245.60	69,175.00	70.60	100.1%
5005 · Interest	336.81	300.00	36.81	112.3%
5011 · Transfer from General Fund	15,000.00	15,000.00	0.00	100.0%
Total 5 · SICK LEAVE/UNEMPLOYMENT RESE	84,582.41	84,475.00	107.41	100.1%
6 EMS EQUIPMENT RESERVE FUND				
6001 · Beginning Cash Balance	395,030.62	394,500.00	530.62	100.1%
6005 · Interest 6011 · Transfer from GF - Equipment	1,561.73	2,000.00	-438.27	78.1%
6012 · Transfer from GF - Vehicle	30,000.00 60,000.00	30,000.00 60,000.00	0.00	100.0%
			0.00	100.0%
Total 6 · EMS EQUIPMENT RESERVE FUND	486,592.35	486,500.00	92.35	100.0%
7 · LENGTH OF SERVICE RESERVE FUND				
7001 · Beginning Cash Balance	122,551.39	122,250.00	301.39	100.2%
7005 · Interest	526.44	600.00	-73.56	87.7%
7006 · DIVIDENDS	825.52	600.00	225.52	137.6%
Total 7 · LENGTH OF SERVICE RESERVE FUND	123,903.35	123,450.00	453.35	100.4%
9 · FACILITIES IMPROVE RESERVE FUND				
9001 · BEGINNING CASH BALANCE	0.00	0.00	0.00	0.0%
9005 · INTEREST EARNED	0.00	0.00	0.00	0.0%
9011 · TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.0%
Total 9 · FACILITIES IMPROVE RESERVE FUND	0.00	0.00	0.00	0.0%
Total Income	5,884,479.97	5,669,239.00	215,240.97	103.8%
,				

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Gross Profit	5,884,479.97	5,669,239.00	215,240.97	103.8%
Expense 66000 · Payroll Expenses 90 ·	0.00			
9100 · Facility Maintenance Reserve	0.00	0.00	0.00	0.0%
Total 90 ·	0.00	0.00	0.00	0.0%
10 · .  1000 · FIRE Personnel Services  1100 · FIRE CHIEF  1106 · Division Officers  1109 · PART-TIME / CONFLAG  1111 · ASSISTANT FIRE CHIEF  1112 · FACILITIES MAINT & MECHANIC  1115 · Firefighter/Paramedic  1120 · Volunteers - BLOCK SCHED DUTY  1130 · Worker's Compensation  1135 · Payroll Tax Expense  1140 · Benefits  1160 · Overtime - OPERATIONAL  1161 · Overtime - CONTRACT/CONFLAG  1162 · OVERTIME - TRAINING	119,972.83 308,809.12 12,082.50 111,302.54 85,533.56 671,934.16 2,140.00 97,432.03 111,402.00 790,999.72 158,674.32 2,459.57 30,061.62	124,445.00 304,830.00 0.00 115,452.00 88,551.00 1,122,693.00 10,000.00 50,000.00 150,000.00 780,000.00 75,000.00 20,000.00	-4,472.17 3,979.12 12,082.50 -4,149.46 -3,017.44 -450,758.84 -7,860.00 47,432.03 -38,598.00 10,999.72 8,674.32 -72,540.43 10,061.62	96.4% 101.3% 100.0% 96.4% 96.6% 59.9% 21.4% 194.9% 74.3% 101.4% 105.8% 3.3% 150.3%
Total 1000 · FIRE Personnel Services	2,502,803.97	2,990,971.00	-488,167.03	83.7%
1200 • FIRE Materials & Services 1201 • Maintenance & Repair - EQUIPMNT 1202 • CONTRACT MAINTENANCE - RICK 1203 • Maintenance & Repair- BLDG/PROP 1205 • Operating Supplies & Fuel 1206 • Communication Equipment 1210 • Insurance & Bonds 1215 • Department Expense 1220 • Training 1221 • PROFESSIONAL SERVICE CONTRACTS 1230 • Legal & Audit 1235 • Elections & Publicity 1240 • Conferences 1245 • Dues & Subscriptions 1248 • Uniform Allowance 1250 • Utilities 1260 • Office / Technology Expense 1265 • Fire Prevntn / Community Srvc 1275 • Intern Expense 1276 • Explorer Program @ CMHS 1280 • Volunteer Recognition 1290 • Volunteer - LOSAP	55,928.73 20,838.42 21,036.94 31,836.80 4,443.91 53,224.00 8,651.56 25,535.50 96,274.39 78,331.00 2,508.93 0.00 8,922.08 11,029.15 53,765.07 25,345.73 6,689.98 8,758.76 0.00 0.00 0.00	70,000.00 10,000.00 20,000.00 35,000.00 10,000.00 44,000.00 7,500.00 115,000.00 2,000.00 1,250.00 7,000.00 15,000.00 25,000.00 25,000.00 7,500.00 10,000.00 2,000.00 2,000.00 2,000.00 2,000.00	-14,071.27 10,838.42 1,036.94 -3,163.20 -5,556.09 9,224.00 1,151.56 10,535.50 -18,725.61 -1,669.00 508.93 -1,250.00 1,922.08 -3,970.85 17,015.07 345.73 -810.02 -1,241.24 0.00 -2,000.00 -20,000.00	79.9% 208.4% 105.2% 91.0% 44.4% 121.0% 115.4% 170.2% 83.7% 97.9% 125.4% 0.0% 127.5% 73.5% 146.3% 101.4% 89.2% 87.6% 0.0% 0.0% 0.0%
Total 1200 · FIRE Materials & Services	513,120.95	533,000.00	-19,879.05	96.3%
1300 · FIRE Capital Outlay 1305 · Personal Protective Equipment 1310 · Fire Equipment/Suppression 1350 · Buildings & Property - MAIN 1351 · Buildings & Property - QUINCY 1352 · Buldings & Property - DELENA  Total 1300 · FIRE Capital Outlay	9,985.55 374.51 69,134.42 23,426.16 9,852.69	20,000.00 20,000.00 25,000.00 100,000.00 15,000.00	-10,014.45 -19,625.49 44,134.42 -76,573.84 -5,147.31	49.9% 1.9% 276.5% 23.4% 65.7%
1400 · Transfers 1404 · TRANSFER TO FE RESERVCE - PPE 1405 · Transfer to Fire Equip Reserve	12,500.00 100,000.00	12,500.00 100,000.00	0.00 0.00	100.0%
EOD INTERNALLISE ONLY				Dogo 2

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
1406 · Transfer to EMS Reserve - Equip 1407 · Transfer to EMS Reserve - Vehic 1408 · Transfer to Sick Leave/Unemploy 1409 · TRANSFER TO STATIONS IMPROVEM	30,000.00 60,000.00 15,000.00 0.00	30,000.00 60,000.00 15,000.00 0.00	0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 0.0%
Total 1400 · Transfers	217,500.00	217,500.00	0.00	100.0%
1500 · Operating Contingencies 1600 · Unappropriated Ending Fund Bal	0.00 0.00	373.00 100,000.00	-373.00 -100,000.00	0.0% 0.0%
Total 10 · .	3,346,198.25	4,021,844.00	-675,645.75	83.2%
20 ·  2200 · AMBULANCE Materials & Services  2201 · Maintenance & Repair - EQUIPMNT  2205 · Operating Supplies & Fuel  2206 · Communication Equipment  2207 · Ambulance Equipment  2208 · Fees and License  2212 · Personnel Safety  2220 · Training  2221 · PROFESSIONAL SERVICE CONTRACTS  2225 · Fire Med Expenses  2260 · Customer Refunds	18,254.16 61,815.11 1,611.06 3,989.31 1,731.00 4,456.00 2,863.35 36,206.72 2,896.48 4,357.87	20,000.00 50,000.00 15,000.00 5,000.00 3,000.00 8,000.00 10,000.00 64,000.00 1,500.00 3,000.00	-1,745.84 11,815.11 -13,388.94 -1,010.69 -1,269.00 -3,544.00 -7,136.65 -27,793.28 1,396.48 1,357.87	91.3% 123.6% 10.7% 79.8% 57.7% 55.7% 28.6% 56.6% 193.1% 145.3%
Total 2200 · AMBULANCE Materials & Services	138,181.06	179,500.00	-41,318.94	77.0%
2400 · TRANSFERS 2409 · Transfer to Fire General Fund	189,000.00	189,000.00	0.00	100.0%
Total 2400 · TRANSFERS	189,000.00	189,000.00	0.00	100.0%
2501 · Operating Contingencies	0.00	10,000.00	-10,000.00	0.0%
Total 20 ·	327,181.06	378,500.00	-51,318.94	86.4%
40 · 4300 · Fire Equipment Reserve Fund 4301 · Equipment Replacement 4302 · PPE REPLACEMENT	5,275.00 0.00	561,970.00 12,500.00	-556,695.00 -12,500.00	0.9% 0.0%
Total 4300 · Fire Equipment Reserve Fund	5,275.00	574,470.00	-569,195.00	0.9%
Total 40 ·	5,275.00	574,470.00	-569,195.00	0.9%
50 · 5200 · Sick Lve/Unemploy Reserve Fund 5201 · Sick Leave & Unemp Obligations	0.00	84,475.00	-84,475.00	0.0%
Total 5200 · Sick Lve/Unemploy Reserve Fund	0.00	84,475.00	-84,475.00	0.0%
Total 50 ·	0.00	84,475.00	-84,475.00	0.0%
60 · 6000 · EMS Equipment Reserve Fund 6100 · EMS Equipment 6107 · EMS Vehicle	90,871.16 0.00	217,000.00 269,500.00	-126,128.84 -269,500.00	41.9% 0.0%
Total 6000 · EMS Equipment Reserve Fund	90,871.16	486,500.00	-395,628.84	18.7%
Total 60 ·	90,871.16	486,500.00	-395,628.84	18.7%
70 · 7000 · Length of Service Reserve Fund 7100 · Volunteer Retirement - JH	8,519.75	123,450.00	-114,930.25	6.9%

8:13 AM 07/19/24 Cash Basis

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Total 7000 · Length of Service Reserve Fund	8,519.75	123,450.00	-114,930.25	6.9%
Total 70 ·	8,519.75	123,450.00	-114,930.25	6.9%
Total Expense	3,778,045.22	5,669,239.00	-1,891,193.78	66.6%
Net Income	2,106,434.75	0.00	2,106,434.75	100.0%

### FINANCIAL REPORT

FOR THE YEAR ENDED JUNE 30, 2022



12700 SW 72<sup>nd</sup> Ave. Tigard, OR 97223

#### **BASIC FINANCIAL STATEMENTS**

FOR THE YEAR ENDED JUNE 30, 2022

\*\*\*\*\*

BOARD OF DIRECTORS		TERM EXPIRES
Robert Keyser	Chair	June 30, 2023
Steven Stadelman	Director	June 30, 2025
James Gibson	Secretary	June 30, 2023
David Scott	Director	June 30, 2025
Bill Mellinger	Director	June 30, 2025

All directors receive their mail at the address listed below

#### **REGISTERED AGENT**

Steve Sharek, District Fire Chief 280 SE 3<sup>rd</sup> St. PO Box 807 Clatskanie, Oregon 97016

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PAULY, ROGERS, AND Co., P.C. 12700 SW 72<sup>nd</sup> Ave. Tigard, OR 97223 (503) 620-2632 (503) 684-7523 FAX www.paulyrogersandcocpas.com

October 28, 2022

#### INDEPENDENT AUDITOR'S REPORT

To the Board of Directors Clatskanie Rural Fire Protection District Columbia County, Oregon

#### **Opinions**

We have audited the accompanying cash basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Clatskanie Rural Fire Protection District, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Clatskanie Rural Fire Protection District, as of June 30, 2022, and the respective changes in cash basis financial for the year then ended in accordance with the basis of accounting as described in Note 1.

#### **Basis for Opinions**

We conducted our audit in accordance with the auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Clatskanie Rural Fire Protection District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting as described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Clatskanie Rural Fire Protection District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are
  appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of
  the Clatskanie Rural Fire Protection District's internal control. Accordingly, no such opinion is
  expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Clatskanie Rural Fire Protection District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The supplementary information, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary information, as listed in the table of contents, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information, as listed in the table of contents, is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

#### Other Information

Management is responsible for the other information included in the annual report. The other information comprises the other information, as listed in the table of contents, and the listing of board members containing their term expiration dates, located before the table of contents, but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### Report on Other Legal and Regulatory Requirements

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have issued our report dated October 28, 2022 on our consideration of compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.

Tara M. Kamp, CPA

Mei MLang, CPA

PAULY, ROGERS AND CO., P.C.

**BASIC FINANCIAL STATEMENTS** 

#### COLUMBIA COUNTY, OREGON

# STATEMENT OF NET POSITION - CASH BASIS June 30, 2022

ASSETS:	
Cash and Investments	\$ 2,105,876
Total Assets	2,105,876
NET POSITION:	
Restricted for special receipts Restricted for capital projects Unrestricted	291,434 962,178 852,264
Total Net Position	\$ \$2,105,876

#### COLUMBIA COUNTY, OREGON

## STATEMENT OF ACTIVITIES - CASH BASIS For the Year Ended June 30, 2022

		PROGR/	AM RECEIPTS	
FUNCTIONS	DISBURSEMENTS	CHARGES FOR SERVICES	OPERATING GRANTS AND CONTRIBUTIONS	NET (DISBURSEMENTS) RECEIPTS AND CHANGES IN NET POSITION
Fire Services	\$ 3,372,103	\$ 567,738	_\$	\$ (2,804,365)
Total Governmental Activities	\$ 3,372,103	\$ 567,738	\$ -	(2,804,365)
	2,662,936 9,724 283,001 24,157			
,	2,979,818			
	175,453			
1	Beginning Net Position			1,930,423
I	Ending Net Position			\$ 2,105,876

#### COLUMBIA COUNTY, OREGON

#### BALANCE SHEET - CASH BASIS - GOVERNMENTAL FUNDS June 30, 2022

ASSETS		GENERAL FUND	AM	BULANCE FUND		EMS QUIPMENT RESERVE FUND	,	FIRE QUIPMENT RESERVE FUND		TOTAL
Cash and Investments	\$	1,052,229	<u>\$</u>	91,469	<u>\$</u>	395,721	\$	566,457	\$	2,105,876
Total Assets	\$	1,052,229	\$	91,469	\$	395,721	\$	566,457	\$	2,105,876
Fund Balances: Restricted Unassigned	\$	199,965 852,264	\$	91,469	\$	395,721	\$	566,457	\$	1,253,612 852,264
Total Fund Balances	× <del></del>	1,052,229		91,469	-	395,721	-	566,457	_	2,105,876
Total Fund Balances	\$	1,052,229	\$	91,469	<u>\$</u>	395,721	\$	566,457	\$	2,105,876

#### COLUMBIA COUNTY, OREGON

## STATEMENT OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE - CASH BASIS GOVERNMENTAL FUNDS

For the Year Ended June 30, 2022

RECEIPTS:	4	GENERAL FUND	Al	MBULANCE FUND		EMS QUIPMENT RESERVE FUND		FIRE QUIPMENT RESERVE FUND	GO	TOTAL VERNMENTAL FUNDS
Taxes	•	2 ((2 02 (	Ф		•		•			2 ((2 22 )
Customer Fees	\$	2,662,936	\$	727.024	\$	16##	\$	-	\$	2,662,936
		230,704		337,034		1.661		0.000		567,738
Earnings on Investments Strategic Investment Plan		5,491		440		1,561		2,232		9,724
Miscellaneous		283,001		<b>5.000</b>		243		-		283,001
Miscenaneous	-	16,957	-	7,200	_		-		-	24,157
Total Receipts	_	3,199,089		344,674		1,561		2,232		3,547,556
DISBURSEMENTS										
Personnel Services		2,511,326		-		5.00		9.25		2,511,326
Materials and Services		513,676		138,181		i i		(**)		651,857
Capital Outlay		112,774		-		90,871		5,275		208,920
Total Disbursements		3,137,776	-	138,181	-	90,871	_	5,275		3,372,103
Excess of Receipts Over,										
(Under) Disbursements		61,313		206,493		(89,310)		(3,043)		175,453
Other Financing Sources, (Uses):										
Transfers In		204,000		i <del></del>		90,000		112,500		406,500
Transfers Out		(217,500)	_	(189,000)					_	(406,500)
Total Other Financing Sources, (Uses)		(13,500)		(189,000)	_	90,000	_	112,500	_	
Net Change in Fund Balance		47,813		17,493		690		109,457		175,453
Beginning Fund Balance	-	1,004,416	-	73,976		395,031		457,000	_	1,930,423
Ending Fund Balance	\$	1,052,229	\$	91,469	\$	395,721	\$	566,457	\$	2,105,876

#### **COLUMBIA COUNTY, OREGON**

#### STATEMENT OF FIDUCIARY NET POSITION - CASH BASIS June 30, 2022

#### FIDUCIARY FUND

ASSETS	PENSION (AND OTHER EMPLOYEE BENEFIT) TRUST FUND
Cash and Investments held on behalf of volunteers	\$ 287,567
Total Assets	\$ 287,567
NET POSITION	
Total Net Position	\$ 287,567

## STATEMENT OF CHANGES IN FIDUCIARY NET POSITION FIDUCIARY FUNDS

For the Year Ended June 30, 2022

A 1177	EMPLOY	(AND OTHER EE BENEFIT) ST FUND
Additions		
Contributions of Members Gain on Investments	\$ 	883 550
Total Additions		1,433
Deductions		
Beneficiary Payments to Individuals		50,165
Administration Expense	1	2,483
Total Deductions		52,648
Change in Net Position		(51,215)
Net Position Beginning of Year		338,782
Net Position End of Year	\$	287,567

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the District have been prepared in conformity with the Cash Basis of accounting as applied to government units, a special purpose framework. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's accounting policies are described below.

#### A. THE FINANCIAL REPORTING ENTITY

The District was organized under provisions of Oregon Statutes Chapter 478 for the purpose of providing fire protection and other emergency services. Clatskanie Rural Fire Protection District is a municipal corporation governed by an elected five member board. As required by the cash basis of accounting, these financial statements present Clatskanie Rural Fire Protection District (the primary government) and any component units. Component units, as established by GASB Statement 61, are separate organizations that are included in the District's reporting entity because of the significance of their operational or financial relationships with the District. The District has no component units.

The District is an Oregon municipal corporation, exempt from federal and state income taxes.

#### B. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND BASIS OF PRESENTATION

#### **BASIS OF ACCOUNTING**

The Statement of Net Position — Cash Basis and the Statement of Activities — Cash Basis were prepared using the economic resources measurement focus and the Cash Basis of accounting. Under the Cash Basis of accounting, receipts are recorded when received and disbursements are recorded as paid in cash or by check. This basis of accounting is applied to both the government-wide financial statements, and the governmental fund financial statements uniformly.

This basis of accounting is not equivalent to the generally accepted accounting principles (GAAP) basis of accounting. Under GAAP the fund financial statements require that revenues be recorded as they become susceptible to accrual (i.e. when they become measurable and available) and expenditures recorded as goods and services received. For the government-wide statements GAAP requires that the accrual basis of accounting be applied. Under the accrual basis of accounting the cost of capital assets is capitalized and depreciated over their estimated useful lives, debt is recorded as incurred, revenues are recorded when earned irrespective of the collection of cash, and expenses, including depreciation, are recorded when incurred. Management believes the Cash Basis of accounting is preferable for the District due to the District's small size and the necessity of assessing available cash resources. The Cash Basis of accounting is allowed under Oregon Local Budget Law.

#### **GOVERNMENT-WIDE FUND FINANCIAL STATEMENTS**

The District has adopted, at July 1, 2003, the principles of Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments (GASB 34), as they are applicable to Cash Basis financial statements. The Statement requires that the District present both government-wide and fund financial statements, and reconcile the two types of statements, if necessary.

The government-wide financial statement report information on the primary government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

## B. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND BASIS OF PRESENTATION (CONTINUED)

normally are supported by taxes and intergovernmental receipts, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program receipts. Direct expenses are those that are clearly identifiable with a specific function or segment. Program receipts include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program receipts are reported instead as general receipts.

#### C. DESCRIPTION OF FUNDS

The District reports the following major funds:

#### GENERAL FUND

This fund accounts for all financial receipts and disbursements of the District, except those required to be accounted for in another fund. The primary sources of receipts are property taxes and interest on investments and the primary disbursements are for public safety. The Length of Service Fund and the Sick Leave/Unemployment Fund do not meet the GASB Statement No. 54 definition of a special revenue fund. Therefore, these funds are consolidated with the General Fund.

#### AMBULANCE FUND

This fund accounts for charges for ambulance service and related disbursements for providing this service. The primary sources of receipts are charges for ambulance service and transfers from the General Fund.

#### EMERGENCY MEDICAL SERVICE EQUIPMENT RESERVE FUND

This fund accounts for the accumulation of receipts to replace emergency medical equipment. The primary sources of receipts are operating transfers from the General Fund and interest on investments.

#### FIRE EQUIPMENT RESERVE FUND

This fund accounts for the accumulation of receipts to replace firefighting equipment. The primary sources of receipts are operating transfers from the General Fund and interest on investments.

Other District funds:

#### FIDUCIARY FUND

This fund accounts for the investments held in the Oregon Fire Districts Directors Association length of service award program (LOSAP) on behalf of the District's volunteers.

#### NOTES TO BASIC FINANCIAL STATEMENTS

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### D. BUDGET

A budget is prepared and legally adopted for each fund in the main program categories required by the Oregon Local Budget Law. The budgets for all funds are adopted on a basis consistent with the cash basis of accounting. The District begins its budget process early in each fiscal year with the establishment of the budget committee. Recommendations are developed through late winter with the budget committee approving the budget in early spring. Public notices of the budget hearing are published generally in early spring with a public hearing being held approximately three weeks later. The board may amend the budget prior to adoption; however, budgeted disbursements for each fund may not be increased by more than ten percent. The budget is adopted and appropriations are made no later than June 30th.

Disbursements budgets are appropriated at the following levels for each fund: Personal Services, Materials and Services, Capital Outlay, Interfund Transactions, Debt Service, and Operating Contingency.

Disbursements cannot legally exceed the above appropriations levels. Appropriations lapse at the fiscal year end. Supplemental appropriations may occur if the Board approves them due to a need which exists which was not determined at the time the budget was adopted. Budget amounts shown in the basic financial statements reflect the original appropriations. Disbursements of the various funds were within authorized appropriation levels.

#### E. CASH AND EQUIVALENTS

#### Cash and cash equivalents

The cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

#### Fair Value Inputs and Methodologies and Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Observable inputs are developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are developed based on the best information available about the assumptions market participants would use in pricing the asset. The classification of securities within the fair value hierarchy is based up on the activity level in the market for the security type and the inputs used to determine their fair value, as follows:

 $\underline{\underline{\text{Level 1}}}$  - unadjusted price quotations in active markets/exchanges for identical assets or liabilities that each Fund has the ability to access

<u>Level 2</u> — other observable inputs (including, but not limited to, quoted prices for similar assets or liabilities in markets that are active, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the assets or liabilities (such as interest rates, yield curves, volatilities, loss severities, credit risks and default rates) or other market—corroborated inputs)

<u>Level 3</u> – unobservable inputs based on the best information available in the circumstances, to the extent observable inputs are not available (including each Fund's own assumptions used in determining the fair value of investments)

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Accordingly, the degree of judgment exercised in determining fair value is greatest for instruments categorized

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### E. CASH AND EQUIVALENTS (CONTINUED)

in Level 3. The inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes, the fair value hierarchy classification is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

#### F. PROPERTY TAXES

Property taxes are recorded when received. Real and personal property are assessed and property taxes become a lien against the property as of July 1 of each year. Property taxes are payable in three installments, following the lien date on November 15, February 15, and May 15. Taxes not received by May 15<sup>th</sup> are considered delinquent. As required by law, the County manages tax collections for the District. Substantially all taxes receivable are considered collectible through liens on the underlying property.

#### G. RETIREMENT PLANS

The District is a participating employer in the State of Oregon Public Employees Retirement System Plan. PERS is a defined benefit pension plan that provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to members and their beneficiaries. Benefits are established by state statute.

Substantially all of the District's employees are participants in the State of Oregon Public Employees Retirement System (PERS). For the purpose of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about fiduciary net position of PERS and additions to/deductions from PERS's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. GASB Statements 68 and 71 have been implemented as of July 1, 2014.

#### **H. USE OF ESTIMATES**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of receipts and disbursements during the reporting period. Actual results could differ from those estimates.

#### I. NET POSITION

Net position is comprised of the various net earnings from operations, non-operating receipts, disbursements and contributions of capital. Net position is classified in the following three categories:

Net investment in capital assets – consists of all capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

<u>Restricted</u> – consists of external constraints placed on asset use by creditors, grantors, contributors, laws or regulations of other governments or constraints through constitutional provisions or enabling legislation.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

<u>Unrestricted net position</u> - consists of all other assets not included in the other categories previously mentioned.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

#### J. FUND EQUITY

In March 2009, the GASB issued Statement No. 54, Fund Balance Reporting and Governmental Fund-type Definitions. The objective of this statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund-type definitions. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed on the use of the resources reported in governmental funds. Under this standard, the fund balance classifications of reserved, designated, and unreserved/undesignated were replaced with five new classifications – nonspendable, restricted, committed, assigned, and unassigned.

- Nonspendable fund balance represents amounts that are not in a spendable form.
- Restricted fund balance represents amounts that are legally restricted by outside parties for a specific purpose (such as debt covenants, grant requirements, donor requirements, or other governments) or are restricted by law (constitutionally or by enabling legislation).
- <u>Committed fund balance</u> represents funds formally set aside by the governing body for a particular purpose. The use of committed funds would be approved by resolution.
- Assigned fund balance represents amounts that are constrained by the expressed intent to use resources
  for specific purposes that do not meet the criteria to be classified as restricted or committed. Authority
  to classify portions of ending fund balance as Assigned has been given to the Fire Chief and Finance
  Director.
- <u>Unassigned fund balance</u> is the residual classification of the General Fund. Only the General Fund may report a positive unassigned fund balance. Other governmental funds would report any negative residual fund balance as unassigned.

The governing body has approved the following order of spending regarding fund balance categories: Restricted resources are spent first when both restricted and unrestricted (committed, assigned or unassigned) resources are available for disbursements. When unrestricted resources are spent, the order of spending is committed, assigned, and unassigned.

#### 2. CASH AND INVESTMENTS

Oregon Revised Statutes (294.035) and District policy authorize the authority to invest in obligations of the U.S. Treasury and agencies, time certificates of deposit, bankers' acceptances, repurchase agreements, and the State of Oregon Local Government Investment Pool. Such investments are stated at cost, increased by accretion of discounts and reduced by amortization of premiums, both computed by the straight-line method, which approximates fair value.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 2. CASH AND INVESTMENTS (CONTINUED)

Cash and Investments at June 30 consisted of:

Deposits with Fina	ncial Inst	itutions:	Reported in:	
Demand Deposits	\$	1,035,561	Governmental Funds	\$ 2,105,876
Investments		1,357,882	Fiduciary Funds	287,567
Total	\$	2,393,443	Total	\$ 2,393,443

#### **Investments**

Investments in the Local Government Investment Pool (LGIP) are included in the Oregon Short-Term Fund, which is an external investment pool that is not a 2a-7-like external investment pool, and is not registered with the U.S. Securities and Exchange Commission as an investment company. Fair value of the LGIP is calculated at the same value as the number of pool shares owned. The unit of account is each share held, and the value of the position would be the fair value of the pool's share price multiplied by the number of shares held. Investments in the Short-Term Fund are governed by ORS 294.135, Oregon Investment Council, and portfolio guidelines issued by the Oregon Short-Term Fund Board, which establish diversification percentages and specify the types and maturities of investments. The portfolio guidelines permit securities lending transactions as well as investments in repurchase agreements and reverse repurchase agreements. The fund's compliance with all portfolio guidelines can be found in their annual report when issued.

The LGIP seeks to exchange shares at \$1.00 per share; an investment in the LGIP is neither insured nor guaranteed by the FDIC or any other government agency. Although the LGIP seeks to maintain the value of share investments at \$1.00 per share, it is possible to lose money by investing in the pool. We intend to measure these investments at book value since it approximates fair value. The pool is comprised of a variety of investments. These investments are characterized as a level 2 fair value measurement in the Oregon Short Term Fund's audited financial report. Amounts in the State Treasurer's Local Government Investment Pool are not required to be collateralized.

The audited financial reports of the Oregon Short Term Fund can be found here: http://www.oregon.gov/treasury/Divisions/Investment/Pages/Oregon-Short-Term-Fund-(OSTF).aspx If the link has expired please contact the Oregon Short Term Fund directly. The District had the following investments and maturities:

	Investment Maturities in Months						
Investment Type	F	air Value	Le	ess than 3	More than 3		
State Treasurer's Investment Pool LOSAP Investment	\$	1,070,315 287,567	\$		\$	1,070,315 287,567	
Total	\$	1,357,882	\$		\$	1,357,882	

#### Deposits

Deposits with financial institutions include bank demand deposits. Oregon Revised Statutes require deposits to be adequately covered by federal depository insurance or deposited at an approved depository as identified by the Treasury.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 2. CASH AND INVESTMENTS (CONTINUED)

#### Interest Rate Risk

Oregon Revised Statutes require investments to not exceed a maturity of 18 months, except when the local government has adopted a written investment policy that was submitted to and reviewed by the OSTFB. The District does not have any investments that have a maturity date.

#### Credit Risk

Oregon Revised Statutes does not limit investments as to credit rating for securities purchased from US Government Agencies or USGSE. The State Investment Pool is not rated.

#### Concentration of Credit/Deposit Risk

At year-end, the District's net carrying amount of deposits was \$1,035,561 and the bank balance was \$1,058,803 of which \$250,000 was covered by federal depository insurance and the remainder was collateralized by the Oregon Public Funds Collateralization Program. Oregon Revised Statutes and District policy require depository institutions to maintain on deposit, with the collateral pool manager, securities having a value not less than 10% of their quarter-end public fund deposits if they are well capitalized, 25% of their quarter-end public fund deposits if they are adequately capitalized, or 110% of their quarter-end public fund deposits if they are undercapitalized or assigned to pledge 110% by the Office of the State Treasurer.

#### 3. PENSION PLAN

<u>Plan Description</u> – The Oregon Public Employees Retirement System (PERS) consists of a single cost-sharing multiple-employer defined benefit plan. All benefits of the system are established by the legislature pursuant to Oregon Revised Statute (ORS) Chapters 238 and 238A. Oregon PERS produces an independently audited Comprehensive Annual Financial Report which can be found at:

https://www.oregon.gov/pers/Documents/Financials/CAFR/2021-ACFR.pdf

If the link is expired please contact Oregon PERS for this information.

- a. PERS Pension (Chapter 238). The ORS Chapter 238 Defined Benefit Plan is closed to new members hired on or after August 29, 2003.
  - i. Pension Benefits. The PERS retirement allowance is payable monthly for life. It may be selected from 13 retirement benefit options. These options include survivorship benefits and lump-sum refunds. The basic benefit is based on years of service and final average salary. A percentage (2.0 percent for police and fire employees, and 1.67 percent for general service employees) is multiplied by the number of years of service and the final average salary. Benefits may also be calculated under either a formula plus annuity (for members who were contributing before August 21, 1981) or a money match computation if a greater benefits results.

A member is considered vested and will be eligible at minimum retirement age for a service retirement allowance if he or she has had a contribution in each of five calendar years or has reached at least 50 years of age before ceasing employment with a participating employer (age 45 for police and fire members). General service employees may retire after reaching age 55. Police and fire members are eligible after reaching age 50. Tier 1 general service employee benefits are reduced if retirement occurs prior to age 58 with fewer than 30 years of service. Police and fire member benefits are reduced if retirement occurs prior to age 55 with fewer than 25 years of service. Tier 2 members are eligible for full benefits at age 60. The ORS Chapter 238 Defined Benefit Pension Plan is closed to new members hired on or after August 29, 2003.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 3. PENSION PLAN (CONTINUED)

- ii. Death Benefits. Upon the death of a non-retired member, the beneficiary receives a lump-sum refund of the member's account balance (accumulated contributions and interest). In addition, the beneficiary will receive a lump-sum payment from employer funds equal to the account balance, provided one or more of the following contributions are met:
  - member was employed by PERS employer at the time of death,
  - member died within 120 days after termination of PERS covered employment,
  - member died as a result of injury sustained while employed in a PERS-covered job, or
  - member was on an official leave of absence from a PERS-covered job at the time of death.
- iii. Disability Benefits. A member with 10 or more years of creditable service who becomes disabled from other than duty-connected causes may receive a non-duty disability benefit. A disability resulting from a job-incurred injury or illness qualifies a member (including PERS judge members) for disability benefits regardless of the length of PERS-covered service. Upon qualifying for either a non-duty or duty disability, service time is computed to age 58 (55 for police and fire members) when determining the monthly benefit.
- iv. Benefit Changes After Retirement. Members may choose to continue participation in their variable account after retiring and may experience annual benefit fluctuations due to changes in the fair value of the underlying global equity investments of that account. Under ORS 238.360 monthly benefits are adjusted annually through cost-of-living changes (COLA). The COLA is capped at 2.0 percent.
- b. OPSRP Pension Program (OPSRP DB). The ORS Chapter 238A Defined Benefit Pension Program provides benefits to members hired on or after August 29, 2003.
  - i. Pension Benefits. This portion of OPSRP provides a life pension funded by employer contributions. Benefits are calculated with the following formula for members who attain normal retirement age:

Police and fire: 1.8 percent is multiplied by the number of years of service and the final average salary. Normal retirement age for police and fire members is age 60 or age 53 with 25 years of retirement credit. To be classified as a police and fire member, the individual must have been employed continuously as a police and fire member for at least five years immediately preceding retirement.

General service: 1.5 percent is multiplied by the number of years of service and the final average salary. Normal retirement age for general service members is age 65, or age 58 with 30 years of retirement credit.

A member of the pension program becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, and, if the pension program is terminated, the date on which termination becomes effective.

- ii. Death Benefits. Upon the death of a non-retired member, the spouse or other person who is constitutionally required to be treated in the same manner as the spouse, receives for life 50 percent of the pension that would otherwise have been paid to the deceased member. The surviving spouse may elect to delay payment of the death benefit, but payment must commence no later than December 31 of the calendar year in which the member would have reached 70½ years.
- iii. Disability Benefits. A member who has accrued 10 or more years of retirement credits before the member becomes disabled or a member who becomes disabled due to job-related injury shall receive a disability benefit of 45 percent of the member's salary determined as of the last full month of employment before the disability occurred.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 3. PENSION PLAN (CONTINUED)

Contributions – PERS funding policy provides for monthly employer contributions at actuarially determined rates. These contributions, expressed as a percentage of covered payroll, are intended to accumulate sufficient assets to pay benefits when due. The funding policy applies to the PERS Defined Benefit Plan and the Other Postemployment Benefit Plans. Employer contribution rates during the period were based on the December 31, 2019 actuarial valuation, which became effective July 1, 2021. The state of Oregon and certain schools, community colleges, and political subdivision have made unfunded actuarial liability payments and their rates have been reduced. Employer contributions for the year ended June 30, 2022 were \$333,582, excluding amounts to fund employer specific liabilities.

Since the District's financial statements are reported on the cash basis, no amounts are reported on the balance sheet for pension related assets, deferred outflows, liabilities or deferred inflows. Had the District's financial statements been reported in accordance with GAAP, it would have reported a net pension liability of \$1,944,919 at June 30, 2022 for its proportionate share of the net pension asset. The pension asset was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation dated December 31, 2019. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. As of the measurement date of June 30, 2021 and 2020, the District's proportion was .016 percent and .014 percent, respectively. Pension expense for the year ended June 30, 2022 was \$404,906.

The rates in effect for the year ended June 30, 2022 were:

- (1) Tier 1/Tier 2 29.08%
- (2) OPSRP general services 16.01%
- (3) OPSRP Police and Fire 20.64%

All assumptions, methods and plan provisions used in these calculations are described in the Oregon PERS system-wide GASB 68 reporting summary dated February 25, 2022. Oregon PERS produces an independently audited ACFR which can be found at:

https://www.oregon.gov/pers/Documents/Financials/CAFR/2021-ACFR.pdf

Actuarial Valuations – The employer contribution rates effective July 1, 2021 through June 30, 2023, were set using the entry age normal actuarial cost method. For the Tier One/Tier Two component of the PERS Defined Benefit Plan, this method produced an employer contribution rate consisting of (1) an amount for normal cost (estimated amount necessary to finance benefits earned by employees during the current service year), (2) an amount for the amortization unfunded actuarial accrued liabilities, which are being amortized over a fixed period with new unfunded actuarial liabilities being amortized over 20 years.

For the OPSRP Pension Program component of the PERS Defined Benefit Plan, this method produced an employer rate consisting of (a) an amount for normal cost (the estimated amount necessary to finance benefits earned by the employees during the current service year), (b) an actuarially determined amount for funding a disability benefit component, and (c) an amount for the amortization of unfunded actuarial accrued liabilities, which are being amortized over a fixed period with new unfunded actuarial accrued liabilities being amortized over 16 years.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 3. PENSION PLAN (CONTINUED)

#### **Actuarial Methods and Assumptions:**

Valuation date	December 31, 2019
Experience Study Report	2018, Published July 24, 2019
Actuarial cost method	Entry Age Normal
Amortization method	Level percentage of payroll
Asset valuation method	Market value of assets
Inflation rate	2.40 percent (reduced from 2.50 percent)
Investment rate of return	6.90 percent (reduced from 7.20 percent)
Discount rate	6.90 percent (reduced from 7.20 percent)
Projected salary increase	3.40 percent (reduced from 3.50 percent)
Cost of Living Adjustment	Blend of 2% COLA and graded COLA (1.25%/0.15%) in accordance with <i>Moro</i> decision; blend based on service
Mortality	Healthy retirees and beneficiaries:  Pub-2010 Healthy Retiree, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation. Active members: Pub-2010 Employee, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation. Disabled retirees: Pub-2010 Disabled Retiree, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation.

Actuarial valuations of an ongoing plan involve estimates of value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. Experience studies are performed as of December 31 of even numbered years. The method and assumptions shown are based on the 2018 Experience Study which is reviewed for the four-year period ending December 31, 2019.

#### **Assumed Asset Allocation:**

Asset Class/Strategy	Low Range	High Range	OIC Target
Debt Securities	15.0%	25.0%	20.0%
Public Equity	27.5%	37.5%	32.5%
Real Estate	9.5%	15.5%	12.5%
Private Equity	14.0%	21.0%	17.5%
Alternatives Portfolio	7.5%	17.5%	15.0%
Opportunity Portfolio	0.0%	5.0%	0.0%
Risk Parity	0.0%	2.5%	2.5%
Total			100.0%

(Source: June 30, 2021 PERS ACFR; p. 104)

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 3. PENSION PLAN (CONTINUED)

#### Long-Term Expected Rate of Return:

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in May 2021 the PERS Board reviewed long-term assumptions developed by both Milliman's capital market assumptions team and the Oregon Investment Council's (OIC) investment advisors. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the OIC long-term target asset allocation. The OIC's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target	Compound Annual
	Allocation	(Geometric) Return
Global Equity	30.62%	5.85%
Private Equity	25.50%	7.71%
Core Fixed Income	23.75%	2.73%
Real Estate	12.25%	5.66%
Master Limited Partnerships	0.75%	5.71%
Infrastructure	1.50%	6.26%
Commodities	0.63%	3.10%
Hedge Fund of Funds - Multistrategy	1.25%	5.11%
Hedge Fund Equity - Hedge	0.63%	5.31%
Hedge Fund - Macro	5.62%	5.06%
US Cash	-2.50%	1.76%
Assumed Inflation - Mean		2.40%

(Source: June 30, 2021 PERS ACFR; p. 74)

Discount Rate – The discount rate used to measure the total pension liability was 6.90 percent for the Defined Benefit Pension Plan, a reduction approved by the Board from 7.20 percent in the prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from the plan members and those of the contributing employers are made at the contractually required rates, as actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments for the Defined Benefit Pension Plan was applied to all periods of projected benefit payments to determine the total pension liability.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 3. PENSION PLAN (CONTINUED)

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate – The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 6.90 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percent lower (5.90 percent) or one percent higher (7.90 percent) than the current rate.

	Decrease (6.20%)	Rate (7.20%)	Increase (8.20%)
District's proportionate share of			(0020,0)
the net pension liability	\$ 3,819,356	\$ 1,944,919	\$ 376,696

#### Changes Subsequent to the Measurement Date

As described above, GASB 67 and GASB 68 require the Total Pension Liability to be determined based on the benefit terms in effect at the Measurement Date. Any changes to benefit terms that occurs after that date are reflected in amounts reported for the subsequent Measurement Date. However, Paragraph 80f of GASB 68 requires employers to briefly describe any changes between the Measurement Date and the employer's reporting date that are expected to have a significant effect on the employer's share of the collective Net Pension Liability, along with an estimate of the resulting change, if available.

There are no changes subsequent to the June 30, 2021 Measurement Date that meet this requirement and thus would require a brief description under the GASB standard.

#### **Deferred Compensation Plan**

A deferred compensation plan is available to employees wherein they may execute an individual agreement with the District for amounts earned by them to not be paid until a future date when certain circumstances are met. These circumstances are: termination by reason of resignation, death, disability, or retirement; unforeseeable emergency; or by requesting a de minimis distribution from inactive accounts valued less than \$5,000. Payment to the employee will be made over a period not to exceed 15 years. The deferred compensation plan is one which is authorized under IRC Section 457 and has been approved in its specifics by a private ruling from the Internal Revenue Service. The assets of the plan are held by the administrator for the sole benefit of the plan participants and are not considered assets or liabilities of the District.

#### OPSRP Individual Account Program (OPSRP IAP)

#### Plan Description:

Employees of the District are provided with pensions through OPERS. All the benefits of OPERS are established by the Oregon legislature pursuant to Oregon Revised Statute (ORS) Chapters 238 and 238A. Chapter 238 Defined Benefit Pension Plan is closed to new members hired on or after August 29, 2003. Chapter 238A created the Oregon Public Service Retirement Plan (OPSRP), which consists of the Defined Benefit Pension Program and the Individual Account Program (IAP). Membership includes public employees hired on or after August 29, 2003. PERS members retain their existing defined benefit plan accounts, but member contributions are deposited into the member's IAP account. OPSRP is part of OPERS, and is administered by the OPERS Board.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 3. PENSION PLAN (CONTINUED)

#### Pension Benefits:

Participants in OPERS defined benefit pension plans also participate in their defined contribution plan. An IAP member becomes vested on the date the employee account is established or on the date the rollover account was established. If the employer makes optional employer contributions for a member, the member becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, the date the IAP is terminated, the date the active member becomes disabled, or the date the active member dies. Upon retirement, a member of the OPSRP IAP may receive the amounts in his or her employee account, rollover account, and vested employer account as a lump-sum payment or in equal installments over a 5-, 10-, 15-, 20-year period or an anticipated life span option. Each distribution option has a \$200 minimum distribution limit.

#### Death Benefits:

Upon the death of a non-retired member, the beneficiary receives in a lump sum the member's account balance, rollover account balance, and vested employer optional contribution account balance. If a retired member dies before the installment payments are completed, the beneficiary may receive the remaining installment payments or choose a lump-sum payment.

#### Contributions:

Employees of the District pay six (6) percent of their covered payroll. The District did not make any optional contributions to member IAP accounts for the year ended June 30, 2022.

Additional disclosures related to Oregon PERS not applicable to specific employers are available online, or by contacting PERS at the following address: PO Box 23700 Tigard, OR 97281-3700.

http://www.oregon.gov/pers/EMP/Pages/GASB.aspx

#### 4. OTHER POSTEMPLOYMENT BENEFITS

#### Plan Description:

The IAFF Local Health Trust Retiree Program is a cost-sharing multiple-employer post-employment benefit plan that provides health insurance to eligible retirees of employers who participate in the Trust (an OPEB plan). As of the most recent valuation date (June 30, 2018), the Trust has six participating employers, Tualatin Valley Fire and Rescue, Molalla Rural Fire Protection, Clatskanie Rural Fire Protection, Woodburn Fire District, Canby Fire District, and City of Newberg Police Department. This plan has no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75.

The program allows eligible retirees and their dependents to purchase continuation coverage under the Trust's health insurance plans from the date of retirement until eligibility for Medicare. Clatskanie Rural Fire Protection is required by ORS 243.303 to provide retirees with group health insurance from the date of retirement to age 65 at the same rate provided to current employees.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 5. OTHER POSTEMPLOYMENT BENEFIT PLAN - (RHIA)

#### Plan Description:

As a member of Oregon Public Employees Retirement System (OPERS) the District contributes to the Retirement Health Insurance Account (RHIA) for each of its eligible employees. RHIA is a cost-sharing multiple-employer defined benefit other postemployment benefit plan administered by OPERS. RHIA pays a monthly contribution toward the cost of Medicare companion health insurance premiums of eligible retirees. Oregon Revised Statute (ORS) 238.420 established this trust fund. Authority to establish and amend the benefit provisions of RHIA reside with the Oregon Legislature. The plan is closed to new entrants after January 1, 2004. OPERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Oregon Public Employees Retirement System, PO Box 23700, Tigard, OR 97281-3700.

#### Funding Policy:

Because RHIA was created by enabling legislation (ORS 238.420), contribution requirements of the plan members and the participating employers were established and may be amended only by the Oregon Legislature. ORS require that an amount equal to \$60 dollars or the total monthly cost of Medicare companion health insurance premiums coverage, whichever is less, shall be paid from the Retirement Health Insurance Account established by the employer, and any monthly cost in excess of \$60 dollars shall be paid by the eligible retired member in the manner provided in ORS 238.410. To be eligible to receive this monthly payment toward the premium cost the member must: (1) have eight years or more of qualifying service in OPERS at the time of retirement or receive a disability allowance as if the member had eight years or more of creditable service in OPERS, (2) receive both Medicare Parts A and B coverage, and (3) enroll in an OPERS-sponsored health plan. A surviving spouse or dependent of a deceased OPERS retiree who was eligible to receive the subsidy is eligible to receive the subsidy if he or she (1) is receiving a retirement benefit or allowance from OPERS or (2) was insured at the time the member died and the member retired before May 1, 1991.

Participating districts are contractually required to contribute to RHIA at a rate assessed each year by OPERS, and the Districts currently contributes 0.06% of annual covered OPERF payroll and 0.00% of OPSRP payroll under a contractual requirement in effect until June 30, 2022. Consistent with GASB Statement 75, the OPERS Board of Trustees sets the employer contribution rates as a measure of the proportionate relationship of the employer to all employers consistent with the manner in which contributions to the OPEB plan are determined. The basis for the employer's portion is determined by comparing the employer's actual, legally required contributions made during the fiscal year to the plan with the total actual contributions made in the fiscal year of all employers. The District's contributions to RHIA for the years ended June 30, 2020, 2021 and 2022 were \$646, \$185 and \$148, respectively, which equaled the required contributions each year.

Since the District's financial statements are presented on the cash basis of accounting, no RHIA related amounts are reported on the Statement of Net Position.

#### NOTES TO BASIC FINANCIAL STATEMENTS

#### 6. PROPERTY TAX LIMITATIONS

The State of Oregon imposes a constitutional limit on property taxes for schools and nonschool government operations. School operations include community colleges, local school districts, and education service districts. The limitation provides that property taxes for nonschool operations are limited to \$10.00 for each \$1,000 of property market value. This limitation does not apply to taxes levied for principal and interest on general obligation bonded debt. The State further reduced property taxes by replacing the previous constitutional limits on tax bases with a rate and value limit in 1997. This reduction is accomplished by rolling property values back to their 1995-96 values less 10% and limiting future tax value growth of each property to no more than 3% per year, subject to certain exceptions. Taxes levied to support bonded debt are exempted from the reductions. The State Constitution sets restrictive voter approval requirements for most tax and many fee increases and new bond issues, and requires the State to minimize the impact to school districts from the impact of the tax cuts.

#### 7. RISK MANAGEMENT

The Fire District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees and natural disasters. The Fire District purchases commercial insurance to minimize its exposure to these risks. Settled claims have not exceeded this commercial coverage for any of the past three years.

#### 8. INTERFUND TRANSFERS

Interfund Transfers were done to finance operations between funds.

	Transfers Out		Transfers In		
General Fund		\$	217,500	\$	204,000
Ambulance Fund			189,000		
EMS Equipment Reserve Fund					90,000
Fire Equipment Reserve Fund				_	112,500
	Total	\$	406,500	_\$_	406,500

#### 9. VOLUNTEER YEARS OF SERVICE AWARD PROGRAM

On January 1, 1990, the District established a whole-life insurance policy program for qualifying volunteers. This program is administered by the District through John Hancock Insurance and is a non-qualified defined benefit plan. The plan provides for a monthly benefit beginning at age 65, equal to \$10 per month for every year of service, not to exceed \$250 per month. The Plan states that no participant shall, at any time, have any vested rights or interest in this plan, or in any benefits or payments payable under the Plan. The Plan may be discontinued, modified or reduced at any time, prior to or after the death or separation from service of any participant or beneficiary. Effective June, 2001, the District is no longer allowing any new volunteers to participate in this program. The District paid \$8,520 in benefits for this program during the fiscal year ending June 30, 2022.

### CLATSKANIE RURAL FIRE PROTECTION DISTRICT <u>COLUMBIA COUNTY, OREGON</u>

## NOTES TO BASIC FINANCIAL STATEMENTS

# 10. VOLUNTEER LENGTH OF SERVICE AWARD PROGRAM

On June 13, 2001, the District adopted a length of service award program for volunteers. This plan is a defined contribution plan under which the District has no obligation to make contributions with respect to the plan. The plan assets are held in a fiduciary capacity by the Oregon Fire District Directors Association and are subject to the claims of creditors of the District until distributed to the volunteers. Therefore, the plan assets are reported by the District in a Fiduciary Fund.

The District may authorize and make contributions to the plan for each volunteer based on a point system as described in the Schedule B attachment to the Plan Document. Volunteers are eligible to take plan distributions on the earlier of the date the volunteer becomes totally disabled, reaches age 55 or separates from volunteer service to the District.

Vesting occurs after 5 years of service.

The District's contributions to the Plan for the years ending June 30, 2022, 2021, and 2020 were \$882, \$20,000, and \$19,979 respectively.

#### 11. TAX ABATEMENTS

As of June 30, 2022, Columbia County provides tax abatements through one program: Strategic Investment Program.

# Strategic Investment Program (ORS 285C.600)

The Oregon Strategic Investment program is a State of Oregon economic development program
established, that allows for property tax exemptions for up to fifteen years. In exchange for receiving
property tax exemption, participating firms are required to meet the program requirements set by state
statute and the local sponsor.

For the fiscal year ended June 30, 2022, Clatskanie Rural Fire Protection District had abated property taxes totaling \$632,785 under these programs.

Tax Abatement Program	Amount Taxes Ab during th Year	ated
Strategic Investment Program (ORS 285C.600)	\$ 6	532,785
	\$ 6	32,785

# CLATSKANIE RURAL FIRE PROTECTION DISTRICT COLUMBIA COUNTY, OREGON

**SUPPLEMENTARY INFORMATION** 

# CLATSKANIE RURUAL FIRE PROTECTION DISTRICT COLUMBIA COUNTY, OREGON

#### SUPPLEMENTARY INFORMATION For the Year Ended June 30, 2022

# SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Year Ended June 30,	(a) Employer's proportion of the net pension liability (NPL)	prop of t	(b) Employer's ortionate share he net pension bility (NPL)	(c) CRFPD's covered payroll	(b/c) NPL as a percentage of covered payroll		Plan fiduciary net position a a percentage of the total pension liability	is of
2022	0.01 %	\$	1,944,919	\$ 1,494,625	130.1	%	87.6	%
2021	0.01		3,113,203	1,330,391	234.0		75.8	70
2020	0.01		2,250,175	1,326,826	169.6		80.2	
2019	0.01		1,753,916	1,040,984	168.5		82.1	
2018	0.01		1,428,726	884,568	161.5		83.1	
2017	0.01		1,783,742	979,205	182.2		80.5	
2016	0.01		448,956	914,330	49.1		91.2	
2015	0.01		(128,010)	789,557	(16.2)		103.6	
2014	0.01		288,195	553,648	52.1		92.0	

The amounts presented for each fiscal year were actuarial determined at 12/31 and rolled forward to the measurement date.

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

#### SCHEDULE OF CONTRIBUTIONS

Year Ended June 30,	Statutorily required contribution	re statu	ntributions in lation to the torily required ontribution	Contribution deficiency (excess)	 Employer's covered payroll	Contributions as a percent of covered payroll
2022	\$ 333,582	\$	333,582	\$ ::e:	\$ 1,449,381	23.0 %
2021	329,156		329,156	524	1,494,625	22.0
2020	296,315		296,315	: <del></del>	1,330,391	22.3
2019	233,624		233,624	-	1,326,826	17.6
2018	205,452		205,452		1,040,984	19.7
2017	150,684		150,684	-	884.568	17.0
2016	131,811		131,811		979,205	13.5
2015	128,651		128,651	€	914,330	14.1
2014	101,675		101,675		789,557	12.9

The amounts presented for each fiscal year were actuarial determined at 12/31 and rolled forward to the measurement date.

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

#### CLATSKANIE RURUAL FIRE PROTECTION DISTRICT COLUMBIA COUNTY, OREGON

#### SUPPLEMENTARY INFORMATION For the Year Ended June 30, 2022

## SCHEDULE OF CHANGES IN THE TOTAL OPEB - RHIA LIABILITY

Year Ended June 30,	Service Cost	B Exp	fference etween ected and Actual perience	nges in mptions	Difference Between Projected and Actual Investment Earnings		Employer Actual Contributions		Changes in Employer Proportion		Employer Total Expense
2022	\$ 20,811	\$	660	\$ 353	\$	5,635	\$	148	\$	21	27,628
2021	21,094		1,883	979		<u>u</u>		185		263	24,404
2020	24,721		2,663	21		1,247		646		593	29,891
2019	13,934		608	34		2,312		5,180		256	22,324
2018	5,332		4	<u>=</u>		1,645		4,562		136	11,675

# SCHEDULE OF TOTAL OPEB LIABILITY AND RELATED RATIOS

Year Ended June 30,	Total OPEB Liability Beginning (Asset)	Tota	Change in al OPEB	I	tal OPEB .iability eet) Ending	Cov	vered Payroll	Total OPE Liability as Percentage Covered Payroll	a	Discount Rate
2022 2021 2020 2019 2018	\$ (18,422) (20,197) (10,724) (3,551) 2,498	\$	(5,290) 1,775 (9,473) (7,173) (6,049)	\$	(23,712) (18,422) (20,197) (10,724) (3,551)	\$	1,449,381 1,494,625 1,330,391 1,326,826 1,040,984	0.0164 0.0123 0.0152 0.0081 0.0034	%	7.20 % 7.20 7.20 7.20 7.50

The amounts presented for each fiscal year were actuarial determined at 12/31 and rolled forward to the measurement date.

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

#### COLUMBIA COUNTY, OREGON

# SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE ACTUAL AND BUDGET - CASH BASIS

For the Year Ended June 30, 2022

#### GENERAL FUND

		ORIGINAL BUDGET	: N <u></u>	FINAL BUDGET			ACTUAL		VARIANCE TO FINAL BUDGET POSITIVE NEGATIVE)
RECEIPTS:									
Taxes	\$	2,234,844	\$	2,234,844		\$	2,662,936	\$	428,092
Earnings on Investments		9,000	•	9,000		Ψ	4,629	Φ	(4,371)
Grants		75,000		75,000			-,025		(75,000)
Strategic Investment Plan		290,000		290,000			283,001		(6,999)
Contract Fees		210,000		210,000			230,704		20,704
Miscellaneous Income	_	14,000		14,000			16,132		2,132
Total Receipts	·	2,832,844	-	2,832,844			3,197,402		364,558
DISBURSEMENTS:									
Fire Department		3,558,971		2 702 071	(1)		2 120 256		574 515
Contingency		145,373		3,703,971 373			3,129,256		574,715
	-	110,015		373	(1)			-	373
Total Disbursements		3,704,344	-	3,704,344	5 8		3,129,256		575,088
Excess of Receipts Over, (Under) Disbursements	3	(871,500)		(871,500)			68,146		939,646
Other Financing Sources, (Uses):									
Transfers In		189,000		189,000			189,000		
Transfers Out		(217,500)		(217,500)	(1)		(217,500)		(5) (2)
				(217,500)	(*/,		(217,500)	-	
Total Other Financing Sources, (Uses)		(28,500)		(28,500)	1		(28,500)		
Net Change in Fund Balance		(900,000)		(900,000)			39,646		939,646
Beginning Fund Balance	_	1,000,000		1,000,000			812,618		(187,382)
Ending Fund Balance	\$	100,000	\$	100,000		\$	852,264	\$	752,264
(1) Appropriation Level									
Reconciliation to Governmental Fund Balance as Ending Fund Balance:	require	d by GASB #54	<b>1</b> :						
Length of Service Fund							115,383		
Sick Leave/Unemployment Fund					_		84,582		
					_	\$	1,052,229		

#### COLUMBIA COUNTY, OREGON

#### SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE ACTUAL AND BUDGET - CASH BASIS For the Year Ended June 30, 2022

#### AMBULANCE FUND

	 RIGINAL BUDGET		FINAL BUDGET			ACTUAL	TC B' PC	RIANCE ) FINAL UDGET OSITIVE GATIVE)
RECEIPTS:								
Customer Fees	\$ 275,000	\$	275,000		\$	337,034	\$	62,034
Earnings on Investments	1,000		1,000			440		(560)
Miscellaneous Income	7,500		7,500			7,200		(300)
Total Receipts	283,500	-	283,500			344,674		61,174
DISBURSEMENTS:								
Materials and Services	179,500		179,500	(1)		138,181		41,319
Contingency	10,000		10,000			-		10,000
Commission	 10,000	-	20,000	(-)			+	
Total Disbursements	189,500	_	189,500			138,181		51,319
Excess of Receipts Over, (Under) Disbursements	94,000		94,000			206,493		112,493
Other Financing Sources, (Uses):								
Transfers Out	(189,000)		(189,000)	a		(189,000)		- 2
Transfers Out	 (189,000)		(107,000)	(1)	_	(105,000)	_	
Total Other Financing Sources, (Uses)	(189,000)		(189,000)			(189,000)		<u> </u>
1000 0 mo, 1 manoning 2021000, (0000)	(307,000)		()					
Net Change in Fund Balance	(95,000)		(95,000)			17,493		112,493
Beginning Fund Balance	 95,000	_	95,000	ë :		73,976		(21,024)
Ending Fund Balance	\$ -	\$			\$	91,469	\$	91,469

<sup>(1)</sup> Appropriation Level

#### COLUMBIA COUNTY, OREGON

# SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE ACTUAL AND BUDGET - CASH BASIS

For the Year Ended June 30, 2022

#### EMS EQUIPMENT RESERVE FUND

RECEIPTS:	ORIGINAL BUDGET	FINAL BUDGET		ACTUAL	VARIANCE TO FINAL BUDGET POSITIVE (NEGATIVE)
Earnings on Investments	\$ 2,000	\$ 2,000		\$ 1,561	\$ (439)
Darmings on my ostmonis	Ψ 2,000	2,000	-	4 1,501	(157)
Total Receipts	2,000	2,000		1,561	(439)
DISBURSEMENTS: Capital Outlay	486,500	486,500	(1)	90,871	395,629
Total Disbursements	486,500	486,500	. =	90,871	395,629
Excess of Receipts Over, (Under) Disbursements	(484,500)	(484,500)		(89,310)	395,190
Other Financing Sources, (Uses): Transfers In	90,000	90,000	=	90,000	
Total Other Financing Sources, (Uses)	90,000	90,000	<del>.</del>	90,000	
Net Change in Fund Balance	(394,500)	(394,500)		690	395,190
Beginning Fund Balance	394,500	394,500	. =	395,031	531
Ending Fund Balance	\$ -	\$ -	=	\$ 395,721	\$ 395,721

(1) Appropriation Level

#### COLUMBIA COUNTY, OREGON

# SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE ACTUAL AND BUDGET - CASH BASIS For the Year Ended June 30, 2022

The same Division of Date Do. 2022

#### FIRE EQUIPMENT RESERVE FUND

RECEIPTS:	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE TO FINAL BUDGET POSITIVE (NEGATIVE)
Grant Receipts	\$ 5,000	\$ 5,000	•	0 (5.000)
Earnings on Investments	1,800	\$ 5,000 1,800	\$ 2,232	\$ (5,000) 432
Total Receipts	6,800	6,800	2,232	(4,568)
DISBURSEMENTS:				
Capital Outlay	574,470	574,470_(1)	5,275	569,195
Total Disbursements	574,470	574,470	5,275	569,195
Excess of Receipts over, under Disbursements	(567,670)	(567,670)	(3,043)	564,627
Other Financing Sources, (Uses): Transfers In	112,500_	112,500	112,500	· · · · · · · · · · · · · · · · · · ·
Total Other Financing Sources, (Uses)	112,500	112,500	112,500	
Net Change in Fund Balance	(455,170)	(455,170)	109,457	564,627
Beginning Fund Balance	455,170	455,170	457,000	1,830
Ending Fund Balance	\$ -	<u>\$</u>	\$ 566,457	\$ 566,457

<sup>(1)</sup> Appropriation Level

#### **COLUMBIA COUNTY, OREGON**

# SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE ACTUAL AND BUDGET - CASH BASIS

For the Year Ended June 30, 2022

#### SICK LEAVE/UNEMPLOYMENT RESERVE FUND

	ORIGINAL BUDGET	FINAL BUDGET		ACTUAL	VARIANCE TO FINAL BUDGET POSITIVE (NEGATIVE)
RECEIPTS:					
Earnings on Investments	\$ 300	\$ 300	_\$	336	\$ 36
Total Receipts	300	300	1 1	336	36
DISBURSEMENTS:					
Personnel Services	84,475	84,475	(1)_		84,475
Total Disbursements	84,475	84,475	_	-	84,475
Excess of Receipts Over, (Under) Disbursements	(84,175)	(84,175)		336	84,511
Other Financing Sources, (Uses): Transfers In	15,000	15,000		15,000	5.0
Hausters in	13,000	13,000		13,000	
Total Other Financing Sources, (Uses)	15,000	15,000	_	15,000	
Net Change in Fund Balance	(69,175)	(69,175)		15,336	84,511
Beginning Fund Balance	69,175	69,175	_	69,246	71
Ending Fund Balance	\$ -	\$ -	\$	84,582	\$ 84,582

#### (1) Appropriation Level

Note: This fund's activities have been combined with the General Fund activities in accordance with GASB #54 due to its financing resources being derived primarily from General Fund transfers.

#### COLUMBIA COUNTY, OREGON

# SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN FUND BALANCE ACTUAL AND BUDGET - CASH BASIS

For the Year Ended June 30, 2022

#### LENGTH OF SERVICE RESERVE FUND

		RIGINAL BUDGET	-	FINAL BUDGET	( <del>-</del>	ACTUAL	2000	VARIANCE TO FINAL BUDGET POSITIVE NEGATIVE)
RECEIPTS:								
Earnings on Investments	\$	600	\$	600	\$	526	\$	(74)
Miscellaneous Income	-	600		600	_	825		225
Total Receipts		1,200		1,200	-	1,351	-	151
DISBURSEMENTS:								
Personnel Services	_	123,450		123,450 (	1)	8,520		114,930
Total Disbursements		123,450		123,450	_	8,520	-	114,930
Excess of Receipts Over, (Under) Disbursements		(122,250)		(122,250)		(7,169)		115,081
Net Change in Fund Balance		(122,250)		(122,250)		(7,169)		115,081
Beginning Fund Balance	-	122,250		122,250	_	122,552		302
Ending Fund Balance	\$		\$	) #. ************************************	\$	115,383	\$	115,383

#### (1) Appropriation Level

Note: This fund's activities have been combined with the General Fund activities in accordance with GASB #54 due to its financing resources being derived primarily from General Fund transfers.

# CLATSKANIE RURAL FIRE PROTECTION DISTRICT COLUMBIA COUNTY, OREGON

AUDITOR'S COMMENTS AND DISCLOSURES REQUIRED BY STATE REGULATIONS



PAULY, ROGERS, AND Co., P.C. 12700 SW 72<sup>nd</sup> Ave. Tigard, OR 97223 (503) 620-2632 (503) 684-7523 FAX www.paulyrogersandcocpas.com

October 28, 2022

#### Independent Auditor's Report Required by Oregon State Regulations

We have audited the basic financial statements of the Clatskanie Rural Fire Protection District as of and for the year ended June 30, 2022, and have issued our report thereon dated October 28, 2022. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

#### Compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we performed tests of compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statues as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- Deposit of public funds with financial institutions (ORS Chapter 295)
- Budgets legally required (ORS Chapter 294).
- Insurance and fidelity bonds in force or required by law.
- Authorized investment of surplus funds (ORS Chapter 294).
- Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).

In connection with our testing nothing came to our attention that caused us to believe the Clatskanie Rural Fire Protection District was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations.

#### OAR 162-10-0230 Internal Control

In planning and performing our audit, we considered the internal controls over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the internal controls over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the internal controls over financial reporting, except for the following:

1. During our test of budget programs, we noted that the District did not designate a budget officer in accordance with ORS 294.331.

We noted matters involving the internal control structure and its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants, which are noted in our management letter dated October 28, 2022.

This report is intended solely for the information and use of the Board of Directors and management and the Oregon Secretary of State and is not intended to be and should not be used by anyone other than these parties.

Mamp, CPA

Tara M. Kamp, CPA
PAULY, ROGERS AND CO., P.C.



# Mutual Aid Agreements

# CLATSOP COUNTY AMBULANCE SERVICE AREA MUTUAL AID AGREEMENT BETWEEN MEDIX ANBULANCE SERVICE AND CLATSKANIE RURAL FIRE PROTECTION DISTRICT

WHEREAS the Parties hereto maintain and operate Emergency Medical Services for the purpose of necessary lifesaving services within their respective service areas; and

WHEREAS the parties recognize the possibility that numerous medical responses and/or disaster conditions in one Party's area could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance; and

WHEREAS the parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's service area due to distance, road, or weather conditions;

#### NOW THEREFORE, it is agreed as follows:

- 1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
- 2. The Parties agree to maintain compatible radio communication capabilities with each other.
- 3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
- 4. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof, and that neither Party shall be obligated to reimburse that other for use of equipment or personnel. During the course of rendering aid, the personnel and equipment of each party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cove claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage.

This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by Party upon reasonable notice.

#### Subcontract within the Clatsop County ASA

This agreement is made and entered into this 25th day of Nov. 1995, between the CLATSKANIE RURAL FIRE PROTECTION DISTRICT, an Oregon municipal corporation organized and operated in accordance with Oregon Revised Statutes Chapter 478, hereinafter referred to as Fire District; and MEDIX AMBULANCE SERVICE. INC., an Oregon corporation, the holder of the contract with Clatsop County for ambulance service, hereinafter known as MEDIX. This agreement shall be effective from July 1, 1995, forward regardless of its date of signing

#### RECITALS:

- A. WHEREAS, Clatsop County has created, designated and determined specific ambulance service area, and
- B. WHEREAS, ambulance providers strive to provide continuous Coverage for the citizens and visitors of Clatsop County, and
- C. WHEREAS, ambulance providers realize that this coverage must be provided regardless of ambulance service area borders,
- D. WHEARAS, direct call routing through PSAP 911 Astoria, is in the patients best Interest.

The aforementioned ambulance providers mutually agree that;

- 1. That the eastern portion of Clatsop County to the crest of US Highway 30 at Bradley, as marked by the summit road sign; to include the town of Westport, James River Mill at Wauna and the surrounding area will be serviced by the Fire District
- 2. It is agreed that Medix will respond into the aforementioned area upon request by Fire District, with the Same limitations as aforementioned.
- 3. The requested coverage will be continuous, and shall continue until MEDIX notifies the Fire District that MEDIX is no longer the county ASA service provider.
- 4. The provider providing the coverage shall at all times comply with all applicable State, County, and other governmental laws, ordinances, rules, and regulations.
- 5. The provider providing the requested coverage shall be solely responsible for any losses, injuries, or other damages it may cause or sustain. Fire District will indemnify and hold MEDIX and the Clatsop County harmless from any liability that might arise as a result of its activities within the geographic boundaries of Clatsop County. Fire district will provide proof of public liability insurance as required by the State Of Oregon Health Division.

- 6. Fire District shall be responsible for billing and collection from all patients for whom it provides services. Fire District will bill patients at the rates and for services as determined by Fire District's board of directors. A statement of rates shall be filed each year with MEDIX and Clatsop County.
- 7. This agreement shall be retroactively effective to July 1, 1995. It shall remain in effect until such time arises that the Fire District Cannot meet the requirements established by the County, or until such time as MEDIX is no longer the county ASA service provider...
- 8. It is further agreed that the Astoria PSAP 911 Center will direct the Emergency Ambulance Calls to the appropriate Service under this agreement.

APPROVED FOR CLAT5KANIE RFPD TO PROVIDE SERVICE UNDER ORE 478.260(3) PER THIS AGREEMENT

LATSKANINE RURAL FIRE PROTECTION DISTRICT

President

Board of Directors

Free chief of Bornel President Fresherd

ATTEST:

Secretary

MEDIX AMBULANCE SERVICE, INC.

curaent botes

President

Date

OFFICIAL SEAL NOTARY PUBLIC - OREGON COMMISSION NO.029697 MY COMMISSION EXPIRES NOV 16, 1997

6. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, my type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

MEDIX Ambulance Service, Inc.

Date: 12-2-96

Clatskaine Rural Fire Protection District

Date: 11/25/94

# AMBULANCE SERVICE MUTUAL AID AGREEMENT

Between Clatskenie RFPD and Knappa-Svensen-Burnside RFPD

This agreement is entered into by and between Clatskanie Rural Fire Protection District, herein "Clatskanie" and Knappa Svensen Burnside Rural Fire Protection District, herein "Knappa" for the sole purpose of mutual aid for ambulance services.

WHEREAS the parties recognize the possibility that numerous medical responses, rescues, and/or disaster conditions could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance; and,

WHEREAS the Parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's district due to distance, road, or weather conditions;

NOW THEREFORE, it is agreed as follows:

- Both Parties agree to furnish personnel and equipment to the other Party when requested, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance.
- 2. The Parties agree to maintain compatible radio communication capabilities with each other.
- 3. It is mutually agreed and understood that this agreement shall not create any right in, or obligation to, third Parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
- It is further agreed that both Parties will only dispatch the other Party to Emergency Medical incidents in Clatsop County in conjunction with MEDIX Ambulance Service, Inc. Incidents outside of Clatsop County will follow Mutualaid and MCI protocols.
- 5. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof between the Parties, and that neither Party shall be obligated to reimburse the other for use of equipment, supplies, or personnel. During the course of rendering aid, the personnel and equipment of each Party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate

public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage.

- Nothing in this agreement shall preclude either Party from billing any patient treated or transported according to that Party's current adopted billing schedule.
- 7. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by either Party upon thirty (30) days notice.
- 8. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

Clatskanie Rural Fire Protection District

Knappa Svensen Burnside Rural Fire Protection District

Date

RADIO PROGRAM GUIDE

KNAPPA-SVENSEN-BURNSIDE RURAL FIRE PROTECTION DISTRICT

DISTRICT RADIO PROGRAM GUIDE

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OREGON STATE FORESTRY (RED NET) MEDIX AMBULANCE SERVICE MEDIX CH-15 (MEDIVAN) CLATSOP COUNTY SHERIFF CLATSOP COUNTY SEARCH & RESCUE U.S. COAST GUARD CH-16 U.S. COAST GUARD CH-22A OREGON STATE POLICE STA.13 CLATSKANIE FIRE TAC-1 WAUNA MILL EMERGENCY OPS COLUMBIA COUNTY DISPATCH COLUMBIA MEMORIAL HOSPITAL/(OHSU) SEASIDE HOSPITAL/EMANUEL TRAUMA CENTER ST. JOHNS HOSPITAL	PROGRAM NAME  PROGRAM NAME  N.COUNTY F-1 (ORANGE)  N.COUNTY F-2 (BLUE)  N.COUNTY F-3 (BLACK)  S.COUNTY F-2 (GREEN)  STATE FIRE NET (YELLOW)  OREGON STATE FORESTRY (24 DIRECT)



January 19, 2001

# PERSONNEL AND APPARATUS RADIO NUMBERS

# Station 22A (Knappa)

- 2223 1997 Pierce/Freightliner Engine. 1000gai, 1250-gpm pump. Class A and Class B foam.
- 2231 1978 Omco/Ford Tender, 3000 gal, 650-gpm volume pumps.
- 2251 1999 Lifeline/Ford 4X4, licensed ALS ambulance.
- 2261 1993 Ford Ranger
- 2262 1988 Chevrolet Suburban 4X4
- 2271 1986 ODF/Chevrolet Brush engine, 200 gal, 120-gpm pump, class A foam.

#### Station 22B (Svensen)

- 2221 1977 Western States/Ford Engine, 1000 gal, 1250-gpm pump. Class A foam.
- 2232 1982 H&W/GMC Tender, 3000 gal, 500-gpm volume pump.
- 2253 1988 ALS Rescue 4X4, Holmatro hydraulic rescue tools, airbags.

#### Station 22C (Brownsmead)

- 2222 1983 Boardman/Ford Engine, 750 gal, 1000-gpm pump, class A foam.
- 2272 1993 ODF/Ford Brush engine/BLS rescue, 200gal, 120-gpm pump, class A foam.

#### Officers

2202 2203 2205	Chief Paul Olheiser Asst. Chief Tad Pedersen Captain Mike Petersen Captain Ryan Weaver Captain Gary Jacobson	Hm. 458-5382 Cell 791-7911 Hm. 458-6580 Cell 791-7858 Hm. 458-6427 Cell 791-7154 Hm. 458-6349 Cell 791-2130 Hm. 458-5160 Cell 791-2845	
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# Clatskanie Rural Fire Protection District and Westport-Wauna Rural Fire Protection District

### Automatic Response Aid Agreement

This agreement is entered into by and between the undersigned Fire Agencies to enable them to provide Automatic Aid Response to each other.

Whereas, this agreement is between Clatskanie Rural Fire Protection District and Westport Wauna Rural Fire Protection District.

Whereas, ORS 190.010 allows units of local government to enter into agreements with other local government units for the performance of any and all functions and activities that each unit has authority to perform, and ORS Chapters 190, 453, 477, and 478 extend the powers and authorities of Fire Agencies beyond their boundaries when operating under this Agreement.

Whereas, it is necessary and proper for Fire Agencies to enter into Mutual Aid, Automatic Aid Response, and Emergency Assistance agreements for the mutual protection of life and property.

Whereas, Mutual Aid and Automatic Response Aid is intended to provide an immediate response.

Whereas, Automatic Response Aid means short term and immediate automatic assistance between fire agencies consisting of equipment and personnel during Emergencies. Fire Agencies have agreed prior to the incident that automatic response between two jurisdictions in certain areas encompassing either jurisdictions or where certain incidents may require more resources than one agency has. This assistance is intended to be for a period not more than twelve (12) hours or the first operational period of the Emergency, whichever is less. The Lender and Borrower may mutually agree to extend Automatic Response.

Whereas, Emergency is a human-caused or natural event or circumstance within the jurisdiction of any Party causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, and the event is or is likely to be beyond the capacity of the Party in terms of personnel, equipment and facilities, and therefore requires Emergency Assistance. Events include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage, and use of weapons of mass destruction.

#### Terms and Termination

This agreement takes effect on the date of execution by Fire Agencies, and continues in effect until terminated. Either Party may terminate its participation in this Agreement at any time by giving 30 days' notice of its intention to do so to the other party. Such notice must be given to the governing body with a copy to the chief of the district or the fire agency, and will become effective upon receipt. Any terminating Party will be liable for all obligations incurred during its period of participation.

#### **Participation**

Participation under this Agreement is voluntary and at the sole discretion of the Lender. No Party will be liable to another Party, or considered in breach or default of this Agreement, on account of any delay in or failure to provide Emergency Assistance under this Agreement. Fire Agencies agree to respond to Automatic Aid and Automatic Response and move-up procedures developed and administered by Columbia and Clatsop County Fire Defense Districts Chiefs in conformance with local emergency plans.

#### The National Incident Management System

Fire Agencies agree to formally adopt and implement the standards, procedures, and protocols established within the National Incident Management System as best practice during all emergency operations.

#### Type of Equipment and Personnel

Subject to the limitations of terms of participation, the Lenders agree to provide Emergency assistance to the Borrowers with the kinds and types of equipment requested, including staffing according to rules and procedures under the Oregon Fire Service Mobilization Plan. Changes to the kinds and types of equipment or personnel will be mutually agreed upon prior to response.

#### Supervision

The Borrower has incident command responsibility for the Emergency incident and will establish overall supervision of the Emergency Response personnel and equipment during the Emergency.

However until officers from the Borrower arrive at the incident, the commanding officer of the Lender arriving first will assume incident command until relieved. The Lender may refuse to commit equipment and personnel when, in its sole judgment, doing so would present unreasonable risk or danger of injury or harm to the Lender employees, volunteers, equipment, or any third party.

### **Automatic Response**

Automatic Response is desirable between two jurisdictions in certain areas encompassing both jurisdictions or to fill the response assignment.

Automatic Response for assigning apparatus and equipment will be predetermined and agreed upon by effected fire agencies prior to programming into Computer Assisted Dispatch.

The automatic response shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance.

#### **Emergency Assistance**

If an Emergency exceeds available Automatic Response Aid and impacts a Fire Agency to the extent that preservation of life and property require the activation of either federal or Oregon emergency laws, this Agreement remains in effect unless it conflicts with federal or Oregon Laws.

Emergency Assistance services may include, but are not limited to, incident management, firefighting, search and rescue, emergency medical services, debris removal and media relations.

#### Compensation

The provision of personnel and equipment beyond the initial Operational Period is subject to compensation for the entire period of use as the Lender and Borrower may agree. The costs associated with borrowed personnel and equipment is subject to the reimbursement process outlined in this agreement.

#### **Contract Labor Status**

Lender equipment and personnel is provided as an independent contractor of Borrower In the performance of Emergency Assistance. While preforming Emergency Assistance, Lender employees will not be deemed employees of Borrower for and purpose. Wages, hours, and other terms and conditions of employment of Lender remain applicable to all of its employees who perform Emergency Assistance. Lender is solely responsible for payment of its employees, wages payroll taxes and any benefits or other compensation. Borrower is not responsible for paying any wages, benefits, taxes or other compensation to Lenders employees.

#### **Cost Recovery**

Any cost recovery action brought by the Lender under this Agreement is between the Lender Party and the Borrower. Actions against third parties will be coordinated by the Borrower and will be governed by any applicable agreements, understandings or policies between the Borrower and third party. Lenders must provide complete documentation of all reimbursable costs, consistent with this Agreement. Cost recovery between a Lender and the Borrower must be consistent with the policies and guidelines established in the Oregon Fire Service Mobilization Plan or Agency cost recovery documents.

#### Payment for Services and Assistance

To the extent budgeted funds are available; payment shall be made within 60 days. Otherwise, payment will be made as soon as funds are available, but in no event later than six months. Extension for payments may be agreed to by the parties.

### **Record Keeping**

Time sheets or daily logs (Unit logs or ICS 214 form) showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift by shift basis by the Lender and will be provided to the borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower will provide any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower

remains responsible for ensuring that the amount and quality of all documentation is adequate for disaster reimbursement.

#### Compliance with Government Regulations

Fire Agencies will comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement. Fire Agencies recognize and agree that ORS Chapters 190, 401, 476, 477, and 478 extend the powers and authorities of Fire Agencies beyond their jurisdictions when operating under this Agreement.

#### INDEMNIFICATION AND LIMITATION OF LIABILITY

#### Indemnification

Each party (the Lender and the Borrower) agree to indemnify and hold harmless the other party for any liabilities, claims, demands, suits, judgments, awards, fines, or penalties arising out of, as a result of, or in the course and scope of their own action or in-action resulting from, this agreement. This portion of the agreement shall conform to the liability guidelines found in Oregon Revised Statute (ORS) 30.265. Any liability under this portion of the agreement shall not exceed the limits of liability found in the Oregon Tort Claims Act, ORS 30.

### Activities in Bad Faith or Beyond Scope

The Borrower is not required to indemnify, hold harmless or defend a Lender from any claim loss, harm, liability, damage, cost or expense caused by or resulting from Lenders willful misconduct or gross negligence. Likewise, the lender does not accept any liability for illegal actions by the borrower.

### Liability for participation

The Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Party to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding is the execution and approval of this Agreement.

### Delay / Failure to Respond

No Party is liable to another Party, or is considered in breach or default under this agreement, for any delay or failure to perform any obligation under this Agreement.

#### No Dedication of Facilities

No undertaking by a Party to another Party under this Agreement will constitute a dedication of the assets of such Party, or any portion thereof, to the public or to the other Party. This Agreement does not give a Party any right of ownership, possession, use or control of the assets of any other Party.

#### Litigation Procedures

Each Party seeking to be released, indemnified, held harmless or defended under this Article for any claim shall promptly notify the Borrower of such claim, and shall not settle such claim without prior consent of Borrower, Which consent shall not be unreasonably withheld. Such Party has the right to participate in the defense of the claim to the extent of its own interest. The Lender shall cooperate and participate in legal proceedings if so requested by the Borrower.

#### **Government Authority**

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended of all governmental authorities having jurisdiction over the Emergencies covered by this Agreement.

#### Workers' Compensation and Employee Claims

Lender employees, officers or agents remain employees of Lender while engaged in carrying out duties, functions or activities under this Agreement. Each Party remains responsible as employer for all taxes, assessments, fees premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Each Party must provide worker's compensation in compliance with Oregon statutory requirements. Fire Agencies recognize that although overall incident command supervision will usually be provided by the Borrower supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon worker compensation law.

#### No Dedication of Facilities

NO undertaking by a Party to another Party under this Agreement will constitute a dedication of the assets of such Party, or any portion thereof, to the public or to the other Party. This Agreement does not give a Party any right of ownership, possession, use or control of the assets of any other Party.

### Relationship of the Parties

This Automatic Aid agreement constitutes the entire agreement, though prior agreements of Fire Agencies may take precedence over certain provisions of this Agreement.

Each Party waives all claims against all other Parties for compensation for any loss, damage, personal injury, or death occurring to personnel or equipment as a consequence of its performance under this Agreement.

#### No third Party Beneficiary

This Agreement does not create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This agreement does not confer any right or remedy upon any person other than Fire Agencies. This Agreement does not release or discharge any obligation or liability of any third party to any Party.

### Successors and Assigns

This agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to the Terms and Termination section of this Agreement.

#### **Governing Law**

This Agreement is interpreted, construed, and enforced in accordance with the laws of the State of Oregon.

#### Venue

Any action which may rise out of this Agreement must be brought forth in the county where the Emergency occurred.

#### Waiver of Rights

Any waiver at any time by any Party of its rights with respect to a breach of default under this Agreement, or with respect to any other matter arising in connection with this Agreement, does not constitute and will not be deemed a waiver with respect to any subsequent breach or default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, will not constitute a waiver.

Each Party waives all claims against all other Parties for compensation for any loss, damage, personal injury, or death occurring to personnel or equipment as a consequence of its performance under this Agreement.

### Severability

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

#### **Notices**

Any notice, demand, information report, of item required, authorized, or provided for in this Agreement must be given in writing and will be deemed properly given if 1. Delivered personally, 2. Transmitted and received by telephone facsimile device and receipt confirmed by phone, 3. Transmitted by email and confirmed by telephone or 4. Sent by United States Mail, postage prepaid, to the designated representative having authority for the Party concerned.

In Witness whereof, each Party has caused this Agreement for Automatic Response and Emergency Assistance to be executed by a duly authorized agent as of the date of their signatures. All signatures will be executed in counterparts, using the form appearing on this page, or another execution page substantially in that at form.

Clatskanie Rural Fire Protection District				
Authorized Representative:	Date:			
Fire Chief:	Date:			
Westport Wauna Rural Fire Protection District				
Authorized Representative:	Date:			
Fire Chief:	_ Date:			

In Witness whereof, each Party has caused this Agreement for Automatic Response and Emergency Assistance to be executed by a duly authorized agent as of the date of their signatures. All signatures will be executed in counterparts, using the form appearing on this page, or another execution page substantially in that at form.

Clatskanie Rural Fire Protection District						
Authorized Representative:	faint Keyser	_ Date: _	8-10-2013			
Fire Chief:	Steven & Sharek	_ Date: _	8-9-2013			
Westport Wauna Rural Fire Protection District						
Authorized Representative: 👱	- 1 11 .	_ Date: _	8-28-13			
Fire Chief:	IL A whole	Date:	8-28-13			

# COLUMBIA COUNTY MUTUAL AID AND AUTOMATIC RESPONSE EMERGENCY ASSISTANCE AGREEMENT

This Agreement is entered into by and between the undersigned Fire Agencies located in Columbia County to enable them to provide Mutual Aid and Automatic Response to each other, and to specify the terms of Emergency Assistance during declared emergencies or conflagrations.

WHEREAS, This Agreement is between Fire Agencies within Columbia County and have entered into this agreement individually; and

WHEREAS, defined terms are set forth in Article II; and

WHEREAS, ORS 190.010 allows units of local government to enter into agreements with other local government units for the performance of any and all functions and activities that each unit has authority to perform, and ORS Chapters 190, 453, 476, 477 and 478 extend the powers and authorities of Fire Agencies beyond their boundaries when operating under this Agreement; and

WHEREAS, Fire Agencies recognize the likelihood that fires or Emergencies occurring within their boundaries could exceed the ability to control them with the equipment and personnel of any one agency or Fire Defense District as defined in the Oregon Fire Service Mobilization Plan; and

WHEREAS, Fire Agencies recognize the necessity to facilitate and comply with the Oregon Conflagration Act (ORS 476.510 to 476.610), and to provide immediate response under the Oregon Fire Service Mobilization Plan prior to the exercise of authority under the Conflagration Act; and

WHEREAS, it is necessary and proper for Fire Agencies to enter into Mutual Aid, Automatic Response and Emergency Assistance agreements for the mutual protection of life and property; and

WHEREAS, Mutual Aid and Automatic Response is intended to provide an immediate response under the Oregon Fire Service Mobilization Plan; and

WHEREAS, ongoing operations during declarations of emergency under ORS 401.055 or during extended operations under the Conflagration Act exceed the intent of Mutual Aid and Automatic Response; and

WHEREAS, the terms and conditions of the Emergency Assistance needed to protect life and property during extended operations needs to be defined and agreed upon by Fire Agencies.

disease, infestation, civil disturbance, riots, acts of terrorism or sabotage, and use of weapons of mass destruction.

- G. "Emergency Assistance" means employees, services, equipment, materials, or supplies offered during an Emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services beyond the first Operational Period of the Emergency when such service has been disrupted by the Emergency and Emergency Assistance from other Parties is necessary or advisable, as determined by the Borrower.
- H. "Lender" means a Party to this Agreement that provides Emergency Assistance to another Party under this Agreement.
- I. "Mutual Aid" means short term and immediate mutual assistance between the Parties consisting of appropriate equipment and personnel during Emergencies where assistance is requested by the Borrower. Mutual Aid is intended to be for a specific incident and not more than twelve (12) hours unless the Parties mutually agree to extend the Mutual Aid and Automatic Response.
- J. "Operational Period" means the time determined by the Incident Commander as necessary to accomplish the operational objectives assigned to personnel and equipment within safe work/rest standards set for the fire service. The initial Operational Period is event driven and unless agreed to by the Parties will not exceed twelve (12) hours.

#### Article III - TERMS AND TERMINATION

Any Party may terminate its participation in this Agreement at any time by giving 30 days' notice of its intention to do so to all other Parties. Such notice must be given to the governing body with a copy to the chief of the district or the fire agency, and will become effective upon receipt.

Any terminating Party remains liable for all obligations incurred during its period of participation.

#### Article IV - PARTICIPATION

Participation under this Agreement is voluntary and at the sole discretion of the Lender. No Party will be liable to another Party, or considered in breach or default of this Agreement, on account of any delay in or failure to provide Emergency Assistance under this Agreement, except to make payment as required by this Agreement. Fire Agencies agree to respond to Mutual Aid and

#### Article VIII - MUTUAL AID

Requests for Mutual Aid must be addressed to the persons designated by Fire Agencies and will be provided under the terms of this Agreement.

- A. Mutual Aid will be for immediate, short duration assistance. The Borrower must release responding units as soon as assistance is no longer required.
- B. Fire Defense Chief's may assume responsibility for coordination of Mutual Aid and move-up procedures developed by the Fire Defense Board.

#### Article IX - AUTOMATIC RESPONSE

Automatic Response is desirable between two jurisdictions in certain areas encompassing both jurisdictions or to fill the response assignment.

- A. Automatic Response will be for immediate, short duration assistance. The Borrower must release responding units as soon as assistance is no longer required.
- B. Automatic Response for assigning apparatus and equipment will be predetermined and agreed upon by effected fire agencies prior to programming into Computer Assisted Dispatch.
- C. The automatic response shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance

#### Article X - EMERGENCY ASSISTANCE

If an Emergency exceeds available Mutual Aid and Automatic Response and impacts a Fire Agency to the extent that preservation of life and property require the activation of either federal or Oregon emergency laws, this Agreement remains in effect unless it conflicts with federal or Oregon laws.

#### A. EMERGENCY ASSISTANCE SERVICES

Emergency Assistance services may include, but are not limited to, incident management, firefighting, search and rescue, emergency medical services, debris removal and media relations.

# Article XI - COMPLIANCE WITH GOVERNMENT REGULATIONS

Fire Agencies will comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement. Fire Agencies recognize and agree that ORS Chapters 190, 401, 476, 477 and 478 extend the powers and authorities of Fire Agencies beyond their jurisdictions when operating under this Agreement.

# Article XII - INDEMNIFICATION AND LIMITATION OF LIABILITY

#### A. INDEMNIFICATION

Borrower shall indemnify and hold harmless Lenders for any actions, errors or omissions of Borrower and its directors, officers, employees, and agents in connection with the performance or nonperformance by Borrower of its duties pursuant to this Agreement. Likewise, Lenders shall indemnify and hold harmless Borrowers for any acts, errors or omissions of Lender and its directors, officers, employees and agents in connection with the performance or nonperformance by Lender of its duties pursuant to this Agreement. The foregoing indemnity obligations shall include all claims, demands, judgments, and/or reasonable attorney fees and costs incurred by the indemnified party, and shall survive the termination of this Agreement. If Borrower is a public body, the liability of the public body under this provision shall not exceed in the aggregate the amounts in the Oregon Tort Claims Act, ORS 30.270

# B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE

The Borrower is not required to indemnify, hold harmless or defend a Lender from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from Lender's willful misconduct or gross negligence.

#### C. LIABILITY FOR PARTICIPATION

In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising from Mutual Aid, Automatic Response or Emergency Assistance under this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Party to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

#### D. DELAY/FAILURE TO RESPOND

No Party is liable to another Party, or is considered in breach or default under this Agreement, for any delay or failure to perform any obligation

# Article XVI -RELATIONSHIP OF THE PARTIES

This Agreement does not create an association, joint venture or partnership among Fire Agencies or impose any partnership obligation or liability upon any Party. No Party has any undertaking for or on behalf of, or to act or be an agent or representative of, or to otherwise bind any other Party.

Unless expressly authorized by Borrower, a Lender and its officers, employees and agents are not authorized to make any representation, enter into any agreement, waive and right, or incur any obligation in the name of, or on behalf of, or as agent for, Borrower.

# Article XVI I- NO THIRD PARTY BENEFICIARY

This Agreement does not create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement does not confer any right or remedy upon any person other than Fire Agencies. This Agreement does not release or discharge any obligation or liability of any third party to any Party.

# Article XVIII - ENTIRE AGREEMENT/REPEAL OF OTHER AGREEMENTS

This Agreement constitutes the entire agreement, though prior agreements of Fire Agencies may take precedence over certain provisions of this Agreement.

This Agreement does NOT supersede or repeal any Automatic Response agreements or pre-programmed first response agreements, hazardous materials response agreements with the State of Oregon, Mutual Aid and Automatic Response hazardous materials agreements with other State Response Teams, equipment sharing agreements, such as Nuclear, Biological and Chemical agreements with the City of Portland, or emergency planning agreements, such as the Office of Consolidated Emergency Management Cooperative Assistance Agreement, the Oregon Urban Search and Rescue Task Force Mutual Aid and Automatic Response Agreement, or agreements with ODF for provision of services beyond the first twelve (12) hours of an incident. To the extent appropriate, Fire Agencies to this Agreement will respond first under the above agreements. Emergency Assistance provided under the Oregon Emergency Conflagration Act, state and national forest fire defense plans, civil defense plans, and disaster preparedness plans are not governed by this Agreement.

by email and confirmed by telephone or (iv) sent by United States Mail, postage prepaid, to the designated representative having authority for the Party concerned.

IN WITNESS WHEREOF, each Party has caused this Agreement for Mutual Aid, Automatic Response and Emergency Assistance to be executed by a duly authorized agent as of the date of their signatures. All signatures will be executed in counterparts, using the form appearing on this page, or another execution page substantially in that form.

### **Columbia County Fire Agencies**

Authorized Ref

Clatskanie Rural Fire Protection District:					
Authorized Representative	3-10-10 Date				
Stewn E Snavek	3-10-10 Date				
Columbia River Fire and Rescue:					
Althorized Representative	<u>2-9-2010</u> Date				
Fire Chief	2-09-2010 Date				
*					
Mist-Birkenfeld Rural Fire Protection District:					
9.400	5 6 <b>4</b>				

Unit Forester	Date
Scappoose Rural Fire District:	
Authorized Representative	Date
Fire Chief	Date
Vernonia Rural Fire Protection Dist	rict:
Authorized Representative	Date
Fire Chief	Date

## MUTUAL AID INTERGOVERNMENTAL AGREEMENT

THIS MUTUAL AID INTERGOVERNMENTAL AGREEMENT (the "Agreement") is by and between the undersigned fire protection agencies (collectively, the "Participating Agencies").

## **DEFINITIONS**

- Incident Command: Assumption of responsibility for all incident activities, including the development of strategies and tactics and the ordering and the release of both Responding Agency and Requesting Agency resources.
- Requesting Agency: Means and refers to any Party to this
  Agreement which suffers an incident, and which Party requests of another Party
  to furnish, loan and dispatch additional resources to aid such Party.
- Responding Agency: Means and refers to any Party to this
  Agreement which has been requested by another Party to this Agreement to
  furnish, loan and dispatch such as equipment and personnel under the terms of
  this Agreement.
- 4. Resources: Means typical fire and or EMS response units (i.e., Type I Structural Engine, or Type I Aerial Ladder, or other response and support units as defined in Washington State Fire Chiefs Association Mobilization Plan and Oregon State Mobilization Plan).
- Incident: Means an occurring event that requires the response of fire and emergency services to mitigate and stabilize emergent fire and life safety risks.

## RECITALS

- A. The Participating Agencies are those signatory agencies listed from Columbia County, in Oregon, and those fire agencies from Cowlitz County represented by Cowlitz County Fire Chiefs Association, in Washington. Cowlitz fire agencies include: Cowlitz 1 Fire Protection District, Cowlitz 2 Fire & Rescue, Cowlitz 5 Fire Protection District, Cowlitz 6 Fire Protection District and Woodland Fire Department in Cowlitz County, Washington. Each of the parties has an interest in the control of fire, fire prevention, and other emergency support. Each of the parties owns and maintains equipment and retains personnel trained to provide service in the control of fire and other emergency support.
- B. The Participating Agencies wish to work together to improve fire emergency response capabilities. The Participating Agencies agree that it is in the best interests of each of the Parties and the residents, property owners and other persons whom they serve to provide for additional Resources in response to an Incident.

- C. This Agreement sets forth the terms and conditions of the mutual aid assistance that each Participating Agency offers and makes available to the other Participating Agencies to achieve that goal.
- D. This Agreement acknowledges that the Participating Agencies have resources and may be able to provide support in response to an incident.
- E. This Agreement is intended to supersede any previous agreements between any Participating Agency for the provision of mutual aid assistance. This Agreement does not create any separate legal or administrative entity. This Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law. This Agreement shall remain in effect for a period of ten (10) years from the date of signing unless otherwise cancelled by the Participating Agencies as set forth in paragraph 5 below.

## **AGREEMENT**

Terms of Aid. A Participating Agency requiring assistance abating a fire, medical, or other emergencies located within its jurisdiction or within an area over which it exercises jurisdiction may request such assistance from another Participating Agency. The Requesting Agency need not have first responded to the emergency prior to requesting such assistance.

## Equipment and Personnel Provided.

- (a) The minimum equipment and personnel a Responding Agency will make available to a Requesting Agency is based on the request and availability for like units. The Minimum Response Unit list will also include the Participating Agency's regular charge rates for equipment and personnel, which will be based on the current "Washington-Oregon Interagency Rate Schedule" in the event costs are or become reimbursable allowing mutual aid agencies to be compensated.
- (b) All Parties acknowledge that the equipment and personnel made available under this Agreement may be periodically unavailable due to normal operating requirements. However, when any significant event occurs that affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect available equipment or personnel for more than thirty (30) affects or will affect avai
- (c) Nothing in this Section is intended to expand the obligations of a Responding Agency beyond those set forth in <u>Section 1.2</u>.

- (d) All Parties acknowledge that regular ambulance services, as may be normally needed on a day to day basis, are excluded from this Mutual Aid Agreement. All Parties also acknowledge that ambulance services required for disaster or mass casualty response are included within the scope of this Agreement.
- (e) All Parties acknowledge that equipment and personnel made available to a Requesting Agency shall only be used for response to the Incident. Equipment and personnel provided under this Agreement shall not be used for providing back-up coverage while the Requesting Agency responds to the Incident.
- (f) All Parties acknowledge the importance of equipment compatibility and interoperability, including communications equipment, and agree to provide notice to all Parties if they substantially change their equipment so that it renders the equipment incompatible with any other party's equipment.

## 1.2 Responding Agency Obligations.

- (a) A Responding Agency will promptly furnish to a Requesting Agency such assistance as the Requesting Agency deems reasonable and necessary to successfully abate an emergency located within the Requesting Agency's jurisdiction or within an area over which the Requesting Agency exercises jurisdiction. However, a Responding Agency may, in its sole discretion, refuse to provide such assistance or withdraw from further assistance to a Requesting Agency when, at the Responding Agency's sole discretion:
- (i) Such assistance would lead to an unreasonable reduction in the level of protection within the areas in which the Responding Agency normally exercises jurisdiction;
- (ii) An emergency within the areas in which the Responding Agency normally exercises jurisdiction requires the response of the equipment or personnel that would otherwise respond under this Agreement;
- (iii) Such assistance would unreasonably damage major equipment and/or endanger the lives of the Responding Agency's personnel; or
- (iv) The Responding Party cannot comply with the provisions of Section 1.1 (a) of this Agreement.
- (b) A Responding Agency will not be required to furnish assistance in excess of eight (8) hours except by supplemental written authorization from the Requesting Agency or with the Party receiving the service.

## 1.3 Requesting Agency Obligations.

(a) The Requesting Agency shall be responsible for the replacement of any special fire extinguishing agents or any other fire suppression consumable items used by a Responding Agency unless otherwise agreed upon by both Parties. All resources provided under the terms of this Agreement shall be returned to the Responding Agency upon release by the Requesting Agency or upon demand by the Responding Agency for the return of its resources. No Participating Agency shall acquire any interest in any property of any other Participating Agency by virtue of this Agreement

## 1.4 Obligations of Both the Requesting and Responding Agencies.

- (a) <u>Dispatching</u>. The Participating Agencies will cooperate in designing, implementing, and maintaining a dispatch or communications system to allow quick and adequate response under this Agreement. Where circumstances require, requests for assistance may take any reasonable form.
- (b) <u>Incident Command System</u>. The Participating Agencies will operate in conformance with the National Incident Management System ("NIMS").
- (c) <u>Training and Equipment</u>. It is the responsibility of each Participating Agency:
- (i) To provide adequate training on that party's own equipment and standard operating procedures; such training shall meet that party's own training requirements.
- (ii) To provide adequate certification and/or licensure of their Personnel; such certification and/or licensure shall meet that party's own certification and licensure standards.
- (iii) To be responsible for its own equipment and personnel and bear the risk of any loss or damage to its equipment or injury to its personnel occurring as a result of a response to a request under this Agreement.
- 1.5 <u>Supervision</u>. During response under this Agreement, the party having Incident Command responsibility for the Incident will have overall supervision, as necessary to abate the Incident, of the equipment and personnel provided under this Agreement. However, supervision of individual responding personnel, such as job performance evaluation and/or conduct issues, such as failure to perform work as directed by the party having Incident Command responsibility, will remain with the agency by which the individual is employed.
- 2. **Extra-Jurisdictional Operating Authority.** By entering into this Agreement, the Participating Agencies specifically authorize the provision of assistance outside their respective jurisdictional boundaries.

- . 2.1 <u>State of Oregon</u>. Where applicable, the Participating Agencies acknowledge that Oregon Revised Statutes ("ORS") Chapters 190, 453, 476, and 478 extend their powers and authorities beyond their regular jurisdictions when operating under this Agreement.
- 2.2 <u>State of Washington</u>. Where applicable, the Participating Agencies acknowledge that Revised Code of Washington ("RCW") Chapters 39.34 and 52.12 extend their powers and authorities beyond their regular jurisdictions when operating under this Agreement. Parties Domiciled in the State of Washington who are a Washington Fire Protection District upon becoming a Party to this Agreement shall file a copy of the same with the county auditor as required by RCW 39.34.040.

## 3. Waivers; Insurance; Indemnification.

- 3.1 <u>Mutual Waivers</u>. Each Participating Agency, including its elected and appointed officials, contractors, agents and/or employees, waives all claims against the other Participating Agencies, including their elected and appointed officials, contractors, agents and/or employees, for compensation for any loss, damage, personal injury, or death, occurring to equipment and/or personnel arising out of or relating to the performance of this Agreement, unless compensation for such claims is provided for by a mechanism or program which funds cost reimbursement for mutual aid responses.
- (a) The Responding Agency waives any right to any claim of lien for Resources provided for by applicable state law in the jurisdiction of the Incident, unless the Requesting Agency specifically authorizes the claim of lien.
- 3.2 <u>Insurance</u>. Each Participating Agency will obtain and maintain commercial general liability insurance or equivalent coverage, or self-insurance, covering its activities under this Agreement in the minimum of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
- assuming Incident Command responsibility at the scene shall assume liability for and hold all other Participating Agencies and their officers, appointed officials, contractors, agents and /or employees harmless from all liabilities which arise out of command decisions or judgments. Subject to the above, each Participating Agency hereto agrees to assume responsibility for the liabilities arising out of the actions of its own personnel and to hold the other Participating Agencies hereto harmless there from as to actions relating to performance under this Agreement.
- 3.4 <u>Workers' Compensation</u>. The Parties agree that for purposes of workers' compensation coverage and benefits, each party shall provide their personnel [employees as defined in the workers' compensation law of the state of the Party's domicile] benefits for workers' compensation injuries under the laws of the state of the domicile of the Party and in compliance with any then

existing reciprocal agreements for extraterritorial coverage for workers' compensation claims between the state of the Party's domicile and the state within which the Party responds to an Incident. As provided by Oregon Law, any Party which responds to an Incident in the State of Oregon at the time of the response is either an employer that complies with ORS 656.017 or is an employer that is exempt under ORS 656.126. Participating Agencies will not respond to a request out of state unless the workers' compensation coverage provides coverage to its personnel for a response in the state of the Requesting Agency.] Where applicable, such workers' compensation coverage should be extended to volunteers. Each Participating Agency explicitly acknowledges the incident supervisory structure described in <u>Section 1.5</u>. This Agreement does not create any "special employer" relationships under Oregon or Washington worker's compensation laws.

3.5 <u>No Liability for Not Responding</u>. No liability shall be imposed upon or attached to a Party for not responding or furnishing Resources to an Incident.

## 4. Recordkeeping and Compensation.

- 4.1 Recordkeeping. The Participating Agencies will keep records documenting all assistance provided under this Agreement, including the scope and extent of equipment and personnel committed, operating times, out-of-pocket expenses, and other costs which, but for the response under this Agreement, would not have been incurred. Upon demand, each Participating Agency may access, examine, and copy all records maintained by other Participating Agencies under this Agreement, for any purpose.
- 4.2 <u>Third Party Compensation</u>. Compensation for a response occurring under this Agreement collected from a third party shall be used to reimburse the Responding Party for its reasonable costs in responding to the Requesting Party. Such costs shall be determined by the recordkeeping of the Responding party as provided by the Responding Party's established cost or rate schedule.
- 4.3 <u>No Benefits</u>. No additional Public Employees Retirement System or Law Enforcement Officers' and Fire Fighters' Retirement System benefits will accrue under this Agreement beyond the normal accruals of the employees of Participating Agencies. Further no additional employment benefits arise under this Agreement including federal Social Security, unemployment insurance, or worker's compensation.
- 4.4 Except as otherwise herein specified, the Requesting Party shall not be liable for any compensation to any Responding Party for Resources provided under the terms of this Agreement.

## 5. Withdrawal; Cancellation; Amendment.

- 5.1 <u>Withdrawal</u>. Any party may withdraw from this Agreement at any time by giving thirty (30) days' written notice of its intention to do so to all other Participating Agencies.
- 5.2 <u>Refusals to Perform</u>. A Participating Agency's consistent failure to meet the requirements of this Agreement may become the basis for the immediate cancellation of the Agreement with that Participating Agency by the other Participating Agencies.
- 5.3 <u>Amendment to Agreement</u>. This Agreement may be amended from time to time as needed. Amendments must be in writing and signed by all Participating Agencies.
- 6. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by facsimile (with confirmation), electronic mail or other form of wire or wireless communication, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the Parties at the addresses or facsimile numbers designated beneath each party's signature below (or at such other address or facsimile number as a party may designate by like notice to the other Parties". Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third (3<sup>rd</sup>) day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.
- 7. **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.
- 8. **Construction**. The captions used in this Agreement are provided for convenience only and do not affect the meaning or interpretation of any provision of this Agreement. Whenever the words include or including are used in this Agreement, they are deemed followed by the words without limitation.
- 9. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.
- 10. Waiver; Severability. The party entitled to the benefit of any provision or condition under this Agreement may waive such provision or condition at any time in writing. Waiver of any breach of any provision is not a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

- 11. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.
- 12. **Non-Exclusive Agreement.** The Parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.
- 13. **Benefits.** This agreement is entered into for the benefit of the Parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

persons.	
By:	Clatskanie Rural Fire District  By:
MIST-BIRKENFEL RURAL FIRE DISTRICT DISTRICT  By:	By:  Print name: Michael Greisen Title: Fire Chief Date Signed:   Jacy 20, 20//
VERNONIA RURAL FIRE DISTRICT  By: And Four And Print name: Earl Dean Smith  Title: Fire Chief  Date Signed:	Cowlitz County Fire Chiefs Association  By:

# CLATSOP AND COLUMBIA INTER-COUNTY MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT

This Agreement is entered into by and between the undersigned Fire District and Fire Department agencies located in Clatsop County and the undersigned Fire District agencies located in Columbia County (the "Parties") to enable them to provide inter-county Mutual Aid to each other, and to specify the terms of Emergency Assistance during declared emergencies or conflagrations.

WHEREAS, This Agreement is between Fire Agencies within Clatsop and Columbia County Fire Defense District and agencies entered into this agreement individually; and

WHEREAS, defined terms are set forth in Article II; and

WHEREAS, ORS 190.010 allows units of local government to enter into agreements with other local government units for the performance of any and all functions and activities that each unit has authority to perform, and ORS Chapters 190, 401, 453, 455, 476, 477 and 478 extend the powers and authorities of the Parties beyond their boundaries when operating under this Agreement; and

WHEREAS, ORS 401.480 allows the state, counties, and cities, in collaboration with private agencies, to enter into cooperative assistance agreements for emergency aid and resources; and

WHEREAS, the Parties recognize the likelihood that fires or Emergencies occurring within their boundaries could exceed the ability to control them with the equipment and personnel of any one agency or Fire Defense District as defined in the Oregon Fire Service Mobilization Plan; and

WHEREAS, the parties recognize the necessity to facilitate and comply with the Oregon Conflagration Act (ORS 476.510 to 476.610), and to provide immediate response under the Oregon Fire Service Mobilization Plan prior to the exercise of authority under the Conflagration Act; and

WHEREAS, it is necessary and proper for the Parties to enter into intercounty Mutual Aid and Emergency Assistance agreements for the mutual protection of life and property; and

WHEREAS, Mutual Aid is intended to provide an immediate response under the Oregon Fire Service Mobilization Plan; and

WHEREAS, ongoing operations during declarations of emergency under ORS 401.055 or during extended operations under the Conflagration Act exceed the intent of Mutual Aid; and

WHEREAS, the terms and conditions of the Emergency Assistance needed to protect life and property during extended operations needs to be defined and agreed upon by the Parties.

NOW THEREFORE, the Parties agree as follows:

#### Article I -TERM

This Agreement takes effect on the date of execution by the Parties, and continues in effect until terminated as provided in Article III.

#### Article II - DEFINITIONS

- A. "Assistance Costs" mean any direct equipment costs and labor costs that extend beyond the first Operational Period (usual and customary costs) of the event and that are incurred by the Lender in providing any asset requested. Assistance costs will be determined according to Chapter III of the Oregon Fire Service Mobilization Plan.
- B. "Borrower" means the Party that has jurisdiction over the Emergency incident that has made a request for Emergency Response.
- C. "Contact Person(s)" means the person or persons designated by each Party to request Emergency Response or grant Emergency Response to another Party under this Agreement.
- D. "County Fire Defense District" means the association and organization of local fire agencies as ordered by the Oregon State Fire marshal and defined in the Oregon Fire Service Mobilization Plan.
- E. "Emergency" is a human-caused or natural event or circumstance within the jurisdiction of any Party causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, and the event is or is likely to be beyond the capacity of the Party in terms of personnel, equipment and facilities, and therefore requires Emergency Assistance. Events include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage, and use of weapons of mass destruction.

- F. "Emergency Assistance" means employees, services, equipment, materials, or supplies offered during an Emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services beyond the first Operational Period of the Emergency when such service has been disrupted by the Emergency and Emergency Assistance from other Parties is necessary or advisable, as determined by the Borrower.
- G. "Lender" means a Party to this Agreement that provides Emergency Assistance to another Party under this Agreement.
- H. "Mutual Aid" means short term and immediate mutual assistance between the Parties consisting of appropriate equipment and personnel during emergencies where assistance is requested by the Borrower. Mutual Aid is intended to be for a specific incident and not more than twelve (12) hours unless the Parties mutually agree to extend the Mutual Aid
- I. "Operational Period" means the time determined by the Incident Commander as necessary to accomplish the operational objectives assigned to personnel and equipment within safe work/rest standards set for the fire service. The initial Operational Periods is event driven and, unless agreed to by the Parties, will not exceed twelve (12) hours.

#### Article III – TERMS AND TERMINATION

- A. Any Party may terminate its participation in this Agreement at any time by giving 30 days' notice of its intention to do so to all other Parties. Such notice must be given to the governing body with a copy to the chief of the district or the fire agency, and will become effective upon receipt.
- B. Any terminating Party remains liable for all obligations incurred during its period of participation.

#### Article IV – PARTICIPATION

Participation under this Agreement is voluntary and at the sole discretion of the Lender. No Party will be liable to another Party, or considered in breach or default of this Agreement, on account of any delay in or failure to provide Emergency Assistance under this Agreement, except to make payment as required by this Agreement. The Parties agree to respond to Mutual Aid requests between their respective Fire Defense Districts under Mutual Aid and move-up procedures developed by the Fire Defense Districts as administered by their respective Fire Defense District Chiefs in conformance with the Oregon Mobilization Plan. Each Party agrees to furnish to a Borrower such assistance

as the Borrower deems reasonable and necessary to successfully abate an Emergency; provided, however, the Lender has sole discretion to refuse such request, or withdraw from a request.

## Article V - THE NATIONAL INCIDENT MANAGEMENT SYSTEM

The parties agree to formally adopt and implement the standards, procedures and protocols established within the National Incident Management System as best practice during all emergency operations.

## Article VI - TYPE OF EQUIPMENT AND PERSONNEL.

Subject to the limitations of Article IV, the Lenders agree to provide Emergency Assistance to the Borrowers with the kinds and types of equipment requested, including staffing according to rules and procedures under the Oregon Fire Service Mobilization Plan. Changes to the kinds and types of equipment or personnel will be mutually agreed to between the Parties prior to the response. For Mutual Aid assistance and also subject to the limitations in Article IV, the Parties agree that the Lender will provide to the Borrower personnel and equipment that is normally staffed and assigned to Emergencies and in general conformance with the Oregon Fire Service Mobilization Plan.

#### Article VII - SUPERVISION.

The Borrower has incident command responsibility for the Emergency incident and will establish overall supervision of the Emergency response personnel and equipment during the Emergency. However, until officers from the Borrower arrive at the incident, the commanding officer of the Lender arriving first will assume incident command until relieved. The Lender may refuse to commit equipment and personnel when, in its sole judgment, doing so would present unreasonable risk or danger of injury or harm to the Lender employees, volunteers, equipment, or any third party.

## Article VIII - MUTUAL AID

Requests for Mutual Aid must be addressed to the persons designated by the Parties and will be provided under the terms of this Agreement.

#### Article IX - EMERGENCY ASSISTANCE

If an Emergency exceeds available Mutual Aid and requires activation of either federal or Oregon emergency laws to preserve life or property, this Agreement remains applicable except for those provisions in this agreement that conflict with federal or Oregon emergency laws.

## A. EMERGENCY ASSISTANCE SERVICES

Emergency Assistance services may include, but are not limited to, incident management, firefighting, search and rescue, emergency medical services, debris removal and media relations.

## B. COMPENSATION

The provision of personnel and equipment beyond the initial Operational Period is subject to compensation for the entire period of use as the Lender and Borrower may agree. The costs associated with borrowed personnel and equipment is subject to the reimbursement process outlined in this Article

#### C. CONTRACT LABOR STATUS

Lender equipment and personnel is provided as an independent contractor of Borrower in the performance of Emergency Assistance. While performing Emergency Assistance, Lender employees will not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender remain applicable to all of its employees who perform Emergency Assistance. Lender is solely responsible for payment of its employees' wages, payroll taxes and any benefits or other compensation. Borrower is not responsible for paying any wages, benefits, taxes, or other compensation to Lender's employees.

#### D. COST RECOVERY

Any cost recovery action brought by a Lender under this Agreement is between the Lender Party and the Borrower. Actions against third parties will be coordinated by the Borrower and will be governed by any applicable agreements, understandings, or policies between the Borrower and third party. Lenders must provide complete documentation of all reimbursable costs consistent with this Agreement. Cost recovery between a Lender and the Borrower must be consistent with the policies and guidelines established in the Oregon Fire Service Mobilization Plan.

#### E. PAYMENT FOR SERVICES AND ASSISTANCE

Borrower shall pay the Lender for all valid and invoiced Assistance Costs within 180 days of receipt of invoice from Lender for all of the Emergency Assistance services provided by the Lender. Lender, in its sole discretion,

may elect to extend the repayment deadline, upon the request of Borrower. If the Lender provides equipment, supplies or parts, the Lender may accept payment of cash or in kind for the equipment, supplies or parts supplied.

#### F. RECORD KEEPING

Time sheets or daily logs showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift by shift basis by the Lender and will be provided to the Borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower will provide any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate for disaster reimbursement.

## Article X - COMPLIANCE WITH GOVERNMENT REGULATIONS

The Parties will comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement. The Parties recognize and agree that ORS Chapters 190, 401, 453, 455, 476, 477 and 478 extend the powers and authorities of the Parties beyond their jurisdictions when operating under this Agreement.

## Article XI – INDEMNIFICATION, INSURANCE and LIMITATIONS of LIABILITY

#### A. INDEMNIFICATION.

Borrower shall indemnify and hold harmless Lender for any actions, errors or omissions of Borrower and its directors, officers, employees, and agents in connection with the performance or nonperformance by Borrower of its duties pursuant to this Agreement. Likewise, Lender shall indemnify and hold harmless Borrower for any acts, errors or omissions of Lender and its directors, officers, employees and agents in connection with the performance or nonperformance by Lender of its duties pursuant to this Agreement. The foregoing indemnity obligations shall include all claims, demands, judgments, and/or reasonable attorney's fees and cost incurred by the indemnified party, and shall survive the termination of this Agreement. If Borrower is a public body, the liability of the public body under this provision shall not exceed in the aggregate the amounts in the Oregon Tort Claims Act, ORS 30.270.

#### B. INSURANCE.

Each party shall have liability insurance in at least the amounts of liability of public bodies provided in the Oregon Tort Claims Act ORS 30.260 -

.300, as it now exists and as it from time to time may be amended. Each party shall obtain a certificate of insurance naming every other party an additional insured for activities under this agreement, and shall provide such certificate to every other party. Such insurance shall not be cancelled without 30 days notice to every other party.

## C. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.

The Borrower is not required to indemnify, hold harmless or defend a Lender from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from Lender's willful misconduct or gross negligence.

#### D. LIABILITY FOR PARTICIPATION.

In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising from Mutual Aid or Emergency Assistance under this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Party to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

### E. DELAY/FAILURE TO RESPOND.

No Party is liable to another Party, or is considered in breach or default under this Agreement, for any delay or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

## F. LITIGATION PROCEDURES.

Each Party seeking to be released, indemnified, held harmless or defended under this Article for any claim shall promptly notify the Borrower of such claim, and shall not settle such claim without prior consent of Borrower, which consent shall not be unreasonably withheld. Such Party has the right to participate in the defense of the claim to the extent of its own interest. The Lender shall cooperate and participate in legal proceedings if so requested by the Borrower.

#### Article XII – GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the Emergencies covered by this Agreement.

## Article XIII - WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

Lender employees, officers or agents remain employees of Lender while engaged in carrying out duties, functions or activities under this Agreement. Each Party remains responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Each Party must provide worker's compensation in compliance with Oregon statutory requirements. The Parties recognize that although overall incident command supervision will usually be provided by the Borrower, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon worker compensation law.

## Article XIV - NO DEDICATION OF FACILITIES

No undertaking by a Party to another Party under this Agreement will constitute a dedication of the assets of such Party, or any portion thereof, to the public or to the other Party. This Agreement does not give a Party any right of ownership, possession, use or control of the assets of any other Party.

### Article XV - AUTHORITY

This Agreement does not create an association, joint venture or partnership among the Parties or impose any partnership obligation or liability upon any Party. No Party has any undertaking for or on behalf of, or to act or be an agent or representative of, or to otherwise bind any other Party.

Unless expressly authorized by Borrower, a Lender and its officers, employees and agents are not authorized to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, or on behalf of, or as agent for, Borrower.

#### Article XVI – NO THIRD PARTY BENEFICIARY

This Agreement does not create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement does not confer any right or remedy upon any person other than the Parties. This Agreement does not release or discharge any obligation or liability of any third party to any Party.

## Article XVII - ENTIRE AGREEMENT/REPEAL OF OTHER AGREEMENTS

This Agreement constitutes the entire agreement, though prior agreements of the Parties may take precedence over certain provisions of this Agreement.

This Agreement does NOT supersede or repeal any automatic aid agreements or pre-programmed first response agreements, hazardous materials response agreements with the State of Oregon, mutual aid hazardous materials agreements with other State Response Teams, equipment sharing agreements, such as Nuclear, Biological and Chemical agreements with the City of Portland, or emergency planning agreements, such as the Office of Consolidated Emergency Management Cooperative Assistance Agreement, the Oregon Urban Search and Rescue Task Force Mutual Aid Agreement, or agreements with ODF for provision of services beyond the first 12 hours of an incident. To the extent appropriate, the Parties to this Agreement will respond first under the above agreements. Emergency Assistance provided under the Oregon Emergency Conflagration Act, state and national forest fire defense plans, civil defense plans, and disaster preparedness plans are not governed by this Agreement.

### Article XVIII - SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article III.

## Article XIX - GOVERNING LAW

This Agreement is interpreted, construed, and enforced in accordance with the laws of the State of Oregon.

#### Article XX – VENUE

Any action which may rise out of this Agreement must be brought in the county where the Emergency occurred.

#### Article XXI – WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a breach or default under this Agreement, or with respect to any other matter arising in connection with this Agreement, does not constitute and will not be deemed a waiver with respect to any subsequent breach or default or other matter arising in

connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, will not constitute a waiver.

Each Party waives all claims against all other Parties for compensation for any loss, damage, personal injury, or death occurring to personnel or equipment as a consequence of its performance under this Agreement.

## Article XXII- SEVERABILITY

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

## Article XXIII - NOTICES

Any notice, demand, information, report, or item required, authorized, or provided for in this Agreement must be given in writing and will be deemed properly given if (I) delivered personally, (ii) transmitted and received by telephone facsimile device and receipt confirmed by telephone, (iii) transmitted by email and confirmed by telephone or (iv) sent by United States Mail, postage prepaid, to the designated representative having authority for the Party concerned.

IN WITNESS WHEREOF, each Party has caused this Agreement for Mutual Aid and Emergency Assistance to be executed by a duly authorized agent as of the date of their signatures. All signatures will be executed in counterparts, using the form appearing on this page, or another execution page substantially in that form.

## **CLATSOP COUNTY FIRE DEFENSE BOARD**

City of Astoria Fire Department:		
By:		
By: Mayor	Date	
By:		
By:City Manager	Date	
Cannon Beach Rural Fire Protection District:		
By:Authorized Representative		
Authorized Representative	Date	
By:Authorized Representative		
Authorized Representative	Date	
Elsie-Vinemaple Rural Fire Protection District	:	
Rv:		
By:Authorized Representative	Date	
By:		
By: Authorized Representative	Date	
Gearhart Volunteer Fire Department:		
Gearnart volunteer Fire Department.		
By:	B	
Mayor	Date	
By:	1.1	
City Manager	Date	

## By: \_\_\_\_\_Authorized Representative Date By: \_\_\_\_\_Authorized Representative Date John Day - Fernhill Rural Fire Protection District: By: \_\_\_\_\_Authorized Representative Date By: \_\_\_\_\_Authorized Representative Date Knappa-Svensen-Burnside Rural Fire Protection District: By: \_\_\_\_\_Authorized Representative Date By: \_\_\_\_\_Authorized Representative Date Lewis & Clark Rural Fire Protection District: Authorized Representative Date -By: \_\_\_\_\_Authorized Representative Date Olney Walluski Fire and Rescue: By: \_\_\_\_\_Authorized Representative Date By: \_\_\_\_\_Authorized Representative Date

**Hamlet Rural Fire Protection District:** 



# CLATSKANIE RURAL FIRE PROTECTION DISTRICT

PO Box 807 / 280 SE Third St. Clatskanie, OR 97016 Phone (503) 728-2025 Fax (503) 728-4388 Email- bholsey@clatskaniefire.org

Mutual Aid Columbia County

The attached Mutual Aid Agreement for Columbia County is awaiting final approval from the Fire Defense Board. I have included it due to being a pending document.

# COLUMBIA COUNTY MUTUAL AID AND AUTOMATIC RESPONSE EMERGENCY ASSISTANCE AGREEMENT

This Agreement is entered into by and between the undersigned Fire Agencies located in Columbia County to enable them to provide Mutual Aid and Automatic Response to each other, and to specify the terms of Emergency Assistance during declared emergencies or conflagrations.

WHEREAS, This Agreement is between Fire Agencies within Columbia County and have entered into this agreement individually; and

WHEREAS, defined terms are set forth in Article II; and

WHEREAS, ORS 190.010 allows units of local government to enter into agreements: with other local government units for the performance of any and all functions and activities that each unit has authority to perform, and ORS Chapters 190, 453, 476, 477 and 478 extend the powers and authorities of Fire Agencies beyond their boundaries when operating under this Agreement; and

WHEREAS, Fire Agencies recognize the likelihood that fires or Emergencies occurring within their boundaries could exceed the ability to control them with the equipment and personnel of any one agency or Fire Defense District as defined in the Oregon Fire Service Mobilization Plan; and

WHEREAS, Fire Agencies recognize the necessity to facilitate and comply with the Oregon Conflagration Act (ORS 476.510 to 476.610), and to provide immediate response under the Oregon Fire Service Mobilization Plan prior to the exercise of authority under the Conflagration Act; and

WHEREAS, it is necessary and proper for Fire Agencies to enter into Mutual Aid, Automatic Response and Emergency Assistance agreements for the mutual protection of life and property; and

WHEREAS, Mutual Aid and Automatic Response is intended to provide an immediate response under the Oregon Fire Service Mobilization Plan; and

WHEREAS, ongoing operations during declarations of emergency under ORS 401.055 or during extended operations under the Conflagration Act exceed the intent of Mutual Aid and Automatic Response; and

WHEREAS, the terms and conditions of the Emergency Assistance needed to protect life and property during extended operations needs to be defined and agreed upon by Fire Agencies.

NOW THEREFORE, Fire Agencies agree as follows:

#### Article I -TERM

This Agreement takes effect on the date of execution by Fire Agencies, and continues in effect until terminated as provided in Article III.

#### **Article II - DEFINITIONS**

- A. "Assistance Costs" means any direct equipment costs and labor costs that extend beyond the first Operational Period (usual and customary costs) of the event and that are incurred by the Lender in providing any asset requested. Assistance costs will be determined according to Chapter III of the Oregon Fire Service Mobilization Plan.
- B. "Automatic Response" means short term and immediate automatic assistance between fire agencies consisting of equipment and personnel during Emergencies. Fire Agencies have agreed prior to the incident that automatic response between two jurisdictions in certain areas encompassing either jurisdictions or where certain incidents may require more resources than one agency has. This assistance is intended to be for a period not more than six (6) hours or the first operational period of the Emergency, whichever is less. The Lender and Borrower may mutually agree to extend Automatic Response.

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- C. "Borrower" means the Party that has jurisdiction over the Emergency incident that has made a request for Emergency Response.
- D. "Contact Person(s)" means the person or persons designated by each Party to request Emergency Response or grant Emergency Response to another Party under this Agreement.
- E. "County Fire Defense District" means the association and organization of local fire agencies as ordered by the Oregon State Fire Marshal and defined in the Oregon Fire Service Mobilization Plan.
- F. "Emergency" is a human-caused or natural event or circumstance within the jurisdiction of any Party causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, and the event is or is likely to be beyond the capacity of the Party in terms of personnel, equipment and facilities, and therefore requires Emergency Assistance. Events include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act-s of terrorism or sabotage, and use of weapons of mass destruction.
- G. "Emergency Assistance" means employees, services, equipment, materials, or supplies offered during an Emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services beyond the first Operational Period of the Emergency when such service has been disrupted by the Emergency and Emergency Assistance from other Parties is necessary or advisable, as determined by the Borrower.
- H. "Lender" means a Party to this Agreement that provides Emergency Assistance to another Party under this Agreement.
- I. "Mutual Aid" means short term and immediate mutual assistance between the Parties consisting of appropriate equipment and personnel during Emergencies where assistance is requested by the Borrower. Mutual Aid is intended to be for a specific incident and not more than six (5) hours unless the Parties mutually agree to extend the Mutual Aid and Automatic Response.

J. "Operational Period" means the time determined by the Incident Commander as necessary to accomplish the operational objectives assigned to personnel and equipment within safe work/rest standards set for the fire service. The initial Operational Period is event driven and unless agreed to by the Parties will not exceed 6 6 hours.

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#### **Article III - TERMS AND TERMINATION**

Any Party may terminate its participation in this Agreement at any time by giving 30 days' notice of its intention to do so to all other Parties. Such notice must be given to the governing body with a copy to the chief of the district or the fire agency, and will become effective upon receipt.

Any terminating Party remains liable for all obligations incurred during its period of participation.

#### **Article IV-PARTICIPATION**

Participation under this Agreement is voluntary and at the sole discretion of the Lender. No Party will be liable to another Party, or considered in breach or default of this Agreement, on account of any delay in or failure to provide Emergency Assistance under this Agreement, except to make payment as required by this Agreement. Fire Agencies agree to respond to Mutual Aid and

Automatic Response requests between their respective Fire Agencies under Mutual Aid and Automatic Response and move-up procedures developed and administered by Columbia County Fire Defense District Chiefs in conformance with local emergency plans and the Oregon Mobilization Plan. Each Party agrees to furnish to a Borrower such assistance as the Borrower deems reasonable and necessary to successfully abate an Emergency; provided, however, the Lender has sole discretion to refuse such request, or withdraw from a request.

## Article V - THE NATIONAL INCIDENT MANAGEMENT SYSTEM AND NATIONAL RESPONSE FRAMEWORK

Fire Agencies agree to formally adopt and implement the standards, procedures and protocols established within the National Incident Management System and ESF#4 of the National Response Framework as best practice during all emergency operations.

## Article VI - TYPE OF EQUIPMENT AND PERSONNEL

Subject to the limitations of Article IV, the Lenders agree to provide Emergency Assistance to the Borrowers with the kinds and types of equipment requested, including staffing according to rules and procedures under the Oregon Fire Service Mobilization Plan. Changes to the kinds and types of equipment or personnel will be mutually agreed upon prior to the response. For Mutual Aid and Automatic Response assistance and also subject to the limitations in Article IV, Fire Agencies agree that the Lender will provide to the Borrower personnel and equipment that is normally staffed and assigned to Emergencies and is in general conformance with the Oregon Fire Service Mobilization Plan.

#### Article VII - SUPERVISION

The Borrower has incident command responsibility for the Emergency incident and will establish overall supervision of the Emergency response personnel and equipment during the Emergency. However, until officers from the Borrower arrive at the incident, the commanding officer of the Lender arriving first will assume incident command until relieved. The Lender may refuse to commit equipment and personnel when, in its sole judgment, doing so would present unreasonable risk or danger of injury or harm to the Lender employees, volunteers, equipment, or any third party.

#### Article VIII - MUTUAL AID

Requests for Mutual Aid must be addressed to the persons designated by Fire Agencies and will be provided under the terms of this Agreement.

- A. Mutual Aid will be for immediate, short duration assistance. The Borrower must release responding units as soon as assistance is no longer required.
- B. Fire Defense Chief's may assume responsibility for coordination of Mutual Aid and move-up procedures developed by the Fire Defense Board.

#### Article IX-AUTOMATIC RESPONSE

Automatic Response is desirable between two jurisdictions in certain areas encompassing both jurisdictions or to fill the response assignment.

- A. Automatic Response will be for immediate, short duration assistance. The Borrower must release responding units as soon as assistance is no longer required.
- B. Automatic Response for assigning apparatus and equipment will be predetermined and agreed upon by effected fire agencies prior to programming into Computer Assisted Dispatch.
- C. The automatic response shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance

#### Article X- EMERGENCY ASSISTANCE

If an Emergency exceeds available Mutual Aid and Automatic Response and impacts a Fire Agency to the extent that preservation of life and property require the activation of either federal or Oregon emergency laws, this Agreement remains in effect unless it conflicts with federal or Oregon laws.

#### A. EMERGENCY ASSISTANCE SERVICES

Emergency Assistance services may include, but are not limited to, incident management, firefighting, search and rescue, emergency medical services, debris removal and media relations.

#### **B. COMPENSATION**

The provision of personnel and equipment beyond the initial Operational Period is subject to compensation for the entire period of use as the Lender and Borrower may agree. The costs associated with borrowed personnel and equipment is subject to the reimbursement process outlined in this Article.

#### C. CONTRACT LABOR STATUS

Lender equipment and personnel is provided as an independent contractor of Borrower in the performance of Emergency Assistance. While performing Emergency Assistance, Lender employees will not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender remain applicable to all of its employees who perform Emergency Assistance. Lender is solely responsible for payment of its employees' wages, payroll taxes and any benefits or other compensation. Borrower is not responsible for paying any wages, benefits, taxes, or other compensation to Lender's employees.

#### D. COST RECOVERY

Any cost recovery action brought by a Lender under this Agreement is between the Lender Party and the Borrower. Actions against third parties will be coordinated by the Borrower and will be governed by any applicable agreements, understandings, or policies between the Borrower and third party. Lenders must provide complete documentation of all reimbursable costs consistent with this Agreement. Cost recovery between a Lender and the Borrower must be consistent with the policies and guidelines established in the Oregon Fire Service Mobilization Plan.

## E. PAYMENT FOR SERVICES AND ASSISTANCE

To the extent budgeted funds are available; payment shall be made within 60 days. Otherwise, payment will be made as soon as funds are available, but in no event later than six months. Extension for payments may be agreed to by the parties.

#### F. RECORD KEEPING

Time sheets or daily logs (unit logs or ICS form 214) showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift-by-shift basis by the Lender and will be provided to the Borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower will provide any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate for disaster reimbursement.

## Article XI - COMPLIANCE WITH GOVERNMENT REGULATIONS

Fire Agencies will comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement. Fire Agencies recognize and agree that ORS Chapters 190, 401, 476, 477 and 478 extend the powers and authorities of Fire Agencies beyond their jurisdictions when operating under this Agreement.

## Article XII - INDEMNIFICATION AND LIMITATION OF LIABILITY

#### A. INDEMNIFICATION

Borrower shall indemnify and hold harmless Lenders for any actions, errors or omissions of Borrower and its directors, officers, employees, and agents in connection with the performance or nonperformance by Borrower of its duties pursuant to this Agreement. Likewise, Lenders shall indemnify and hold harmless Borrowers for any acts, errors or omissions of Lender and its directors, officers, employees and agents in connection with the performance or nonperformance by Lender of its duties pursuant to this Agreement. The foregoing indemnity obligations shall include all claims, demands, judgments, and/or reasonable attorney fees and costs incurred by the indemnified party, and shall survive the termination of this Agreement. If Borrower is a public body, the liability of the public body under this provision shall not exceed in the aggregate the amounts in the Oregon Tort Claims Act, ORS 30.270

## B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE

The Borrower is not required to indemnify, hold harmless or defend a Lender from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from Lender's willful misconduct or gross negligence.

#### C. LIABILITY FOR PARTICIPATION

In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising from Mutual Aid, Automatic Response or Emergency Assistance under this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Party to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

#### D. DELAY/FAILURE TO RESPOND

No Party is liable to another Party, or is considered in breach or default under this Agreement, for any delay or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

#### E. LITIGATION PROCEDURES

Each Party seeking to be released, indemnified, held harmless or defended under this Article for any claim shall promptly notify the Borrower of such claim, and shall not settle such claim without prior consent of Borrower, which consent shall not be unreasonably withheld. Such Party has the right to participate in the defense of the claim to the extent of its own interest. The Lender shall cooperate and participate in legal proceedings if so requested by the Borrower.

#### **Article XIII- GOVERNMENTAL AUTHORITY**

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the Emergencies covered by this Agreement.

#### Article XIV-WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

Lender employees, officers or agents remain employees of Lender while engaged in carrying out duties, functions or activities under this Agreement. Each Party remains responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Each Party must provide worker's compensation in compliance with Oregon statutory requirements. Fire Agencies recognize that although overall incident command supervision will usually be provided by the Borrower, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon worker compensation law.

#### **Article XV- NO DEDICATION OF FACILITIES**

No undertaking by a Party to another Party under this Agreement will constitute a dedication of the assets of such Party, or any portion thereof, to the public or to the other Party. This Agreement does not give a Party any right of ownership, possession, use or control of the assets of any other Party.

#### Article XVI -RELATIONSHIP OF THE PARTIES

This Agreement does not create an association, joint venture or partnership among Fire Agencies or impose any partnership obligation or liability upon any Party. No Party has any undertaking for or on behalf of, or to act or be an agent or representative of, or to otherwise bind any other Party.

Unless expressly authorized by Borrower, a Lender and its officers, employees and agents are not authorized to make any representation, enter into any agreement, waive and right, or incur any obligation in the name of, or on behalf of, or as agent for, Borrower.

#### Article XVII- NO THIRD-PARTY BENEFICIARY

This Agreement does not create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement does not confer any right or remedy upon any person other than Fire Agencies. This Agreement does not release or discharge any obligation or liability of any third party to any Party.

#### Article XVIII - ENTIRE AGREEMENT/REPEAL OF OTHER AGREEMENTS

This Agreement constitutes the entire agreement, though prior agreements of Fire Agencies may take precedence over certain provisions of this Agreement.

This Agreement does NOT supersede or repeal any Automatic Response agreements or preprogrammed first response agreements, hazardous materials response agreements with the
State of Oregon, Mutual Aid and Automatic Response hazardous materials agreements with
other State Response Teams, equipment sharing agreements, such as. Nuclear, Biological and
Chemical agreements with the City of Portland, or emergency planning agreements, such as the
Office of Consolidated Emergency Management Cooperative Assistance Agreement, the Oregon
Urban Search and Rescue Task Force Mutual Aid and Automatic Response Agreement, or
agreements with ODF for provision of services beyond the first twelve (12) hours of an incident.
To the extent appropriate, Fire Agencies to this Agreement will respond first under the above
agreements. Emergency Assistance provided under the Oregon Emergency Conflagration Act,
state and national forest fire defense plans, civil defense plans, and disaster preparedness plans
are not governed by this Agreement.

#### **Article XIX-SUCCESSORS AND ASSIGNS**

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article III.

#### **Article XX- GOVERNING LAW**

This Agreement is interpreted, construed, and enforced in accordance with the laws of the State of Oregon.

#### Article XXI - VENUE

Any action which may rise out of this Agreement must be brought forth in the county where the Emergency occurred.

#### Article XXII- WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a breach or default under this Agreement, or with respect to any other matter arising in connection with this Agreement, does not constitute and will not be deemed a waiver with respect to any subsequent breach or default or other matter arising in

connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, will not constitute a waiver.

Each Party waives all claims against all other Parties for compensation for any loss, damage, personal injury, or death occurring to personnel or equipment as a consequence of its performance under this Agreement.

#### **Article XXIII - SEVERABILITY**

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

#### **Article XXIV - NOTICES**

Any notice, demand, information, report, or item required, authorized, or provided for in this Agreement must be given in writing and will be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and receipt confirmed by telephone, (iii) transmitted by email and confirmed by telephone or (iv) sent by United States Mail, postage prepaid, to the designated representative having authority for the Party concerned.

IN WITNESS WHEREOF, each Party has caused this Agreement for Mutual Aid, Automatic Response and Emergency Assistance to be executed by a duly authorized agent as of the date of their signatures. All signatures will be executed in counterparts, using the form appearing on this page, or another execution page substantially in that form.

## **Columbia County Fire Agencies**

Clatskanie Fire District	
	Columbia River Fire & Rescue
Mist Birkenfeld Fire District	
	Oregon Department of Forestry
Sauvie Island Fire District	
	Scappoose Fire District
Vernania Fire District	

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Agent of record is WHA Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Jealica Bomberger PRODUCER PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): (541) 342-3786 (800) 852-6140 WHA Insurance Agency 2930 Chad Drive [bomberger@whainsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # 1119 OR 97408 Special Districts Assoc of OR Eugene INSURER A: Genesis Insurance Company INSURED INSURER B: SAIF Corporation 36196 Clatskanie REPD INSURER C : PO Box 807 INSURER D INSURER E: Clatskanie OR 97016 INSURER F: 2024 - 2025 **REVISION NUMBER:** COVERAGES **CERTIFICATE NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF (MM/DD/YYYY) ADDL SUBR TYPE OF INSURANCE POLICY NUMBER 5,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE X OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) 01/01/2025 A/B 39P52044 01/01/2024 PERSONAL & ADV INJURY No Limit GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRO-JECT PRODUCTS - COMP/OP AGG POLICY OTHER! COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY 01/01/2024 01/01/2025 **BODILY INJURY (Per accident)** A/B 39P52044 PROPERTY DAMAGE HIRED AUTOS ONLY \$ 4,500,000 **Excess Auto Liability** UMBRELLA LIAB EACH OCCURRENCE OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE RETENTION \$ DED WORKERS COMPENSATION ➤ PER STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 07/01/2024 07/01/2025 100055728 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance Certificate: ASA contract CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Evidence of Insurance Only AUTHORIZED REPRESENTATIVE

Jealica Bomberger

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## SDIS Liability Coverage Declarations

Certificate Number: SEPS2044-511

Governge Perfect: 4/4/2024 through 12/31/2024

Named Participant

Clatskanie R.F.P.D.

PO Box 807

Clatskanie, OR 97016

Agent of Record

WHA Insurance

2930 Chad Dr

Eugene, OR 97408

SDIS Liability Coverage: Description

Limit<sup>(1)</sup>

Daducticle<sup>(2) (3)</sup>

Per Occurence Limit of Liability

\$5,000,000

None Mone

Per Wrongful Act Limit of Liability Annual Aggregate Limit of Liability \$5,000,000 No Limit Except As Outlined Below

None

Additional Coverages: List only includes sublimited Additional Coverages. Unless indicated in Section III Additional Coverages, of the SDIS Liability Coverage Document, the following limits are not added to the above identified Limit(s) of Liability.

Coverage	Limit <sup>(4)</sup>	Participant Limit <sup>(5)</sup>	All Participants Limit <sup>(6</sup>	Deductible	Contribution
Ethics Complaint Defense Costs	\$5,000	\$5,000		None	Included
EEOC/BOLI Defensa Costs	\$5,000,000			None	Included
Limited Pollution Coverage	\$250,000	\$250,000	*	None	Included
Injunctive Relief Defense Costs	\$25,000	\$25,000	Not Applicable <sup>(7)</sup>	None	included
Criminal Defense Costs	\$100,000	\$100,000	\$500,000	None	Included
Premises Medical Expense	\$5,000	\$5,000		Mone	Included
Fungal Pathogens (Mold) Defense Costs	\$100,000	\$100,000		None	Included
Applicators Pollution Coverage	\$50,000	\$50,000		None	Included
Lead Sublimit Defense Costs	\$50,000	\$50,000	\$200,000	None	Included
Marine Salvage Expense Reimbursement	\$250,000	\$250,000		None	Included
Communicable Disease Defense	\$50,000	\$50,000	\$2,000,000	None	Included
			To	tal Contribution:	\$14,616

#### Reference

- (1) Subject to a \$25,000,000 maximum limit for all SDIS Trust Participants involved in the same Occurrence or Wrongful Act.
- (2) Subject to a \$10,000 controlled burn deductible for failure to follow DPSST guidelines.
- (3) Subject to a \$25,000 Employment Practices Deductible when SDIS not contacted for legal advice prior to termination.
- (4) Named Participant's maximum limit per Occurrence or Wrongful Act.
- (5) Named Participant's maximum limit for the Coverage Period.
- (6) Maximum limit of coverage, for all SDIS Trust Participants for the Coverage Period, Does not apply to injunctive Relief Defense Costs (7).
- (7) Maximum limit of coverage, for all SDIS Trust Participants involved in the same Occurrence or Wrongful Act, is \$100.000.

Forms applicable to Hamed Participant: SDIS Liability Coverage Document - \$1/01/2024

This certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Liability Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Liability Coverage Document, Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:

Date: January 01, 2024

Authorized Representative

Property and Casualty Coverage for Education Trust

## Auto Liability and Auto Physical Damage Coverage Declarations

Carifficata Number: 39P52044-511

Goverage Perfod: 1/1/2024 through 12/31/2024

Hamed Participant

Clatskanie R.F.P.D.

PO Box 807

Clatskanie, OR 97016

Agent of Record

WHA Insurance

2930 Chad Dr

Eugene, OR 97408

Coverage is only provided for those coverages indicated below for which a contribution is shown.

Auto Liability

Coverage

Per Accident Limit of Liability

Deductible

Contribution

Auto Liability

\$500,000

None

\$5,761

Non-Owned/ Hired Auto Liability

\$500,000

Mone

\$175

Applicable Coverage Document: SDIS Auto Liability Coverage Document January 1, 2024

Auto Physical Damaga

Coverage

Par Accident Limit of Liability

Daductible

Contribution

Auto Physical Damage

Per Schedule

Per Schedule

\$15,821

Hired Auto Physical Damage

\$50,000

\$100/\$500°

\$164

Applicable Coverage Document: SDIS Auto Physical Damage Coverage Document January 1, 2024

This Certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Auto Liability Coverage Document and SDIS Auto Physical Damage Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Auto Liability Coverage Document and SDIS Auto Physical Damage Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:

Date: January 01, 2024

Authorized Representative Special Districts Insurance Services

<sup>\*</sup> If two deductibles are displayed (ie: \$100/\$200), the first applies to Comprehensive Coverage and the second Collision Coverage.



## Properly Coverage Declarations

Carlificate Number: 39752044-514

Coverage Period: 1/1/2024 through 12/31/2024

Named Participant

Clatskanie R.F.P.D.

PO Box 807

Clatskanie, OR 97016

Agent of Record

WHA Insurance

2930 Chad Dr

Eugene, OR 97408

#### Scheduled Property Values

\$5,590,707 Buildings, Other Structures and Scheduled Outdoor Property

\$286,405 Personal Property

\$910,075 Mobile Equipment, Scheduled Personal Property and Scheduled Fine Arts

#### Total Limit of Indomnification (Per Occurrence)

\$6,787,187 The Trust shall not pay, or be liable for more than the Total Limit of Indemnification in any single "occurrence" during the

Property Coverage Period, including all related costs and expenses, all costs of investigation, adjustment and payment

of claims, but excluding the salaries of your regular employees and counsel on retainer.

\$300,000,000 SDIS Per Occurance Aggregate Loss Limit

#### Sublimits (Per Occurrence)

The subjects of coverage listed below are sub-limited within the above shown "Total Limit of Indemnification (Per Occurrence). The Limits reflect the maximum amount the Trust will pay for losses involving these coverages. The titles below are provided merely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

#### Covered Property

Section VIII - Covered Property in the SDIS Property Coverage Document

\$250,000 Personal Property of Others within your Care, Custody, or Control, other than Mobile Equipment

\$100,000 Property of Employees/Volunteers (subject to a \$5,000 maximum per person)

\$100,000 Mobile Equipment of others that is within your Care, Custody or Control or Rented or Leased for up to 30 days

\$10,000 Unscheduled Fine Arts (Fine Art may be specifically scheduled for higher limits)

## Additional Coverages

Section X - Additional Coverages in the SDIS Property Coverage Document

\$5,000,000 Debris Removal

Sublimit is \$5,000,000 or 25% of the covered portion of the loss, whichever is less.

\$50,000 Pollutant Clean-up and Removal from Land or Water

Sublimit is \$50,000 or 20% of the scheduled location(s) value, whichever is less.

\$10,000 Fungus as a Result of a "Covered Cause of Loss"

Sublimit is \$10,000 or 10% of the covered portion of the loss, whichever is less

\$10,000 Preservation of Undamaged Covered Property

Sublimit is \$10,000 or 10% of the covered portion of the loss, whichever is less.

\$250,000	Professional Services
	Sublimit is \$250,000 or 10% of the covered portion of the loss, whichever is less.
\$25,000	Fire Department Service Charge
\$10,000	Recharging of Fire Extinguishing Equipment
\$10,000	Arson Reward
\$5,000,000	Increased Cost of Construction - Enforcement of Ordinance or Law
	Sublimit is \$5,000,000 or 25% of the covered portion of the loss, whichever is less.
\$500,000	Increased Cost of Construction - Cost Resulting from Unforseen Delay
	Sublimit is \$500,000 or 25% of the covered portion of the loss, whichever is less.
\$500,000	Expenses for Restoration or Modification of Landscaping, Roadways, Paved Surfaces and Underground Utilities
	Sublimit is \$500,000 or 25% of the covered portion of the loss, whichever is less.
Atiditional	Coverages - Business income and Extra Expense
	Section XI - Additional Coverages - Business Income and Extra Expense in the SDIS Property Coverage Document
\$1,000,000	Business Income
\$1,000,000	Extra Expense
\$25,000	Enforcement of Order by Government Agency or Authority
\$25,000	Business Income from Dependent Property
\$100,000	Interuption of Utility Services
\$25,000	Inability to Discharge Outgoing Sewage
Coverage S	xtensions
	Section XII - Coverage Extensions in the SDIS Properly Coverage Document
\$2,000,000	Property in the Course of Construction
	If you have not complied with all of the notification requirements set forth in Section XII.A. within 90 days, the most the Trust will pay for property in the Course of Construction is \$500,000. If after 90 days you have not complied with all the notification requirements set forth in Section XII.A. then no coverage will be provided for property in the Course of Construction.
\$500,000	Newly Aquired or Constructed Property
	No coverage will be provided for newly aquired or constructed property unless you notify the Trust in writing no later than 90 days after the dates specified in section XII.A.
\$25,000	Unscheduled Outdoor Property
\$250,000	Malicious Mischief or Vandalism to Tracks and Artifical Turf Fields
\$250,000	Property in Transit
\$250,000	Accounts Receivable
\$50,000	Property Damaged by Overflow of Sewers or Drains
\$100,000	Covered Leashold Interest
	Sublimit is lesser of amount listed here or an amount prorated based on time between the Loss and the earlier of: Lease Expiration, Re-occupancy of leased property, or lease of new property
\$250,000	Valuable Papers and Records
	Sublimit is lasser of: Cost to research, restore and replace the lost information; Actual Cash Value in its blank state of the damaged or destroyed paper, tape or other media if records are note actually researched, restored of replaced; or the amount of the sublimit listed here.
\$25,000	Data Storage Media
\$250,000	Miscellaneous Property Damaged by Specified Cause of Loss or Theft
	Sublimit lesser of: Appraised Value, Fair Market Value, or Sublimit listed here.
\$6,787,187	Property Damaged by an Act of Terrorism or Sabotage
	The most the Trust will pay for Property Damaged by an Act of Terrorism or Sabotage is described in Section XII.K.9.

#### Additional Sublimits

Sublimits showing below, if any, are in addition to the sublimits shown above.

#### Locations Covered

Locations that are specifically listed on the Named Participant's Property Schedule.

#### Perils Covered

Risks of Direct Physical Loss subject to the terms, conditions and exclusions of the current SDIS Property Coverage Document.

#### Deductibles

As indicated on the Schedule of Property Values on file with the Trust.

#### Contribution

\$17,742

Applicable Coverage Document: SDIS Property Coverage Document - January 1, 2024

This Certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the applicable SDIS Property Coverage Document. This Certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Property Coverage Document. Reference the current SDIS Property Coverage Document for complete terms and conditions.

Countersigned by:

rank Shatter

Date: Monday, January 01, 2024

Authorized Representative Special Districts Insurance Services



## Earth Movement Endorsement

Certificate Number: 39P52044-511

Coverage Period: 1/1/2024 through 12/31/2024

Hamed Participant

Clatskanie R.F.P.D.

PO Box 807

Clatskanie, OR 97016

Agent of Record

WHA Insurance 2930 Chad Dr

Eugene, OR 97408

please carefully review the endorsement as it will modify and amend the property coverage document.

As consideration for an additional contribution paid by the Named Participant, in the amount of \$4,123, the Property Coverage Document will be ammended by adding the following to Section XII. COVERAGE EXTENSIONS:

- Extension of Coverage for Property Damaged by Earth Movement Subject to the additional conditions and limitations set forth below, we will indemnify you for direct physical loss or damage to Covered Property caused by or resulting from earth movement that occurs on premises listed on the Schedule of Property Values on file with the Trust.
  - 1. This Coverage Extension is subject to per-occurrence deductibles as follows:
    - a. The deductible shall be no less than the greater of:
      - (1) \$5,000;
      - (2) Two percent (2%) of the actual cash value of the Covered Property damaged by earth movement in a single occurrence on premises listed on the Schedule of Property Values on file with the Trust; or
      - (3) The Deductible stated in the Declarations.
    - b. The deductible shall be no more than the greater of:
      - (1) \$50,000; or
      - (2) The Deductible stated in the Declarations.
  - For the purposes of this Coverage Extension only, earth movement means:
    - a. Sudden and accidental earthquake, seaquake, shock, tremor, landslide, submarine landslide, avalanche, subsidence, sinkhole, collapse, mud flow, rock fall, volcanic activity, or any similar seismic activity, resulting in cracking, crumbling, lateral movement, rising, shifting, settling, sinking, or upheaval of land;
    - Flood that would not have occurred but for tsunami caused by, resulting from, or arising out of earth movement, regardless of any other cause or event that contributes concurrently or in any sequence to such flood; and
    - c. Collapse directly caused by earth movement.
  - 3. Earth Movement does not mean, and we will not indemnify you or anyone else for, damage caused by, resulting from, or consisting of:
    - a. Gradual cracking, crumbling, horizontal, lateral or vertical movement, rising, shifting, settling, sinking, or upheaval of land, occurring over a period of fourteen or more days, caused by, exacerbated by, or arising out of artificial means or artifically created soil conditions, including contraction, corrosion, excessive or insufficient moisture, expansion, freezing, improperly compacted soil, insufficient fill, liquifaction, slope instability, slumping, subsidence, or thawing;
    - Gradual cracking, crumbling, horizontal, lateral or vertical movement, rising, shifting, settling, sinking, or upheaval of land, occurring over a period of fourteen or more days, caused by, exacerbated by, or arising out of underground activity of animals, vegetation, or water; or
    - Any water mevement or flood, except for flood that would not have occurred but for tsunami caused by, resulting from, or arising out of earth movement as described in section MILL.2.

- 4. All Earth Movement that occurs within a 72-hour period will constitute a single occurrance.
- 5. This Coverage Extension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from earth movement, unless the damaged Covered Property is expressly identified on the Schedule of Property Values on file with the Trust as having coverage for parth movement.
- 6. This Coverage Ettension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from earth movement, unless the damage or loss occurs during the Property Coverage Period, and is discovered and reported to the Trust by you within one year of the ending date of the Property Coverage Period.
- T. This Coverage Extension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from earth movement, unless you notify us as soon as reasonably possible after the earth movement occurs and allow us to inspect the damaged Covered Property prior to making any repairs or replacing the damaged or destroyed Covered Property.
- 8. Indemnification under this Coverage Extension is subject to the following limits:
  - The most we will pay under this Coverage Extension for all damage or loss sustained by the Named Participant in any single occurrance is \$6,787,187;
  - The most we will pay under this Coverage Extension for all damage or loss sustained by the Humad Participant during the Coverage Period, is an Annual Aggregate Loss Limit of \$6,787,187;
  - c. The SDIS Per-Occurrence Aggregate Loss Limit;
  - d. An 3DIS Annual Aggregate Loss Limit of \$300,000,000 for all damage or loss caused by, resulting from, or arising out of earth movement, flood, or both.
- 9. Any amounts paid under this Coverage Extension are included in, subject to, and not in any event in addition to, the Total Limit of Indemnification stated in the Declarations.

This Endorsement ammends Section XII. Coverage Extensions of the Property Coverage Dosument only, and does not modify, ammend, waive or otherwise affect any of the other terms, conditions, limitations, exceptions, or exclusions of the Property Coverage Document.

This certificate is made and is mutually accepted by the Trust and the Hamed Participant subject to all provisions, stipulations, and agreements of the applicable SDIS Property Coverage Document that it amends. Reference the applicable SDIS Property Coverage Document, as amended by this and any other applicable endorsements, for complete terms and conditions.

Countersigned by:

Authorized Representative

Authorized Representative Special Districts Insurance Services Date: Monday, January 01, 2024



## Flood Endorsement

Cartificate Number: 39P52044-511

Coverage Pariod: 1/1/2024 through 12/31/2024

Named Participant

Clatskanie R.F.P.D.

PO Box 807

Clatskanie, OR 97016

Acont of Record

WHA insurance

2930 Chad Dr

Eugene, OR 97408

PLEASE CAREFULLY REVIEW THE ENDORSEMENT AS IT WILL MODIFY AND AMEND THE PROPERTY COVERAGE DOCUMENT.

As consideration for an additional contribution paid by the Named Participant, in the amount of \$1,950, the Property Coverage Document is ammended by adding the following to Section XII. COVERAGE EXTENSIONS:

- M. Extension of Coverage for Property Damaged by Flood
  Subject to the additional conditions and limitations set forth below, we will indemnify you for direct physical loss or damage to
  Covered Property caused by or resulting from flood, including collapse directly caused by flood, that occurs on premises
  listed on the Schedule of Property Values on file with the Trust.
  - This Coverage Extension is subject to per-occurrence deductibles as follows:
    - a. If the damaged Covered Property is not a waterway structure and is located, either partially or wholly, within a federally designated 100-year or greater Special Flood Hazard Area ("SFHA"), as defined by the Federal Emergency Management Agency ("FEMA"), at the time of the occurrence, then the deductible shall be:
      - (4) \$500,000 per occurrence for damage to each covered building, other structure, outdoor property and scheduled outdoor property listed on the Schedule of Property Values on file with the Trust;
      - (2) \$500,000 per occurrence for damage to covered personal property, scheduled personal property, fine arts and scheduled fine arts located within each covered building, other structure, outdoor property and scheduled outdoor property listed on the Schedule of Property Values on file with the Trust; and
      - (3) \$500,000 per occurrence for damage to covered mobile agripment and scheduled mobile agripment listed on the Schedule of Property Values on file with the Trust.
    - b. If the damaged Covered Property is not a waterway structure and is located wholly outside of a federally designated 100-year or greater Special Flood Hazard Area ("SFHA"), as defined by the Federal Emergency Management Agency ("FEMA"), at the time of the occurrence, then the deductible shall be:
      - (1) no less than the greater of:
        - (a) \$5,000;
        - (b) two percent (2%) of the actual cash value of the Covered Property damaged by flood in a single opeumense on the premises listed on the Schedule of Property Values on file with the Trust; or
        - (c) the Deductible stated in the Declarations; and
      - (2) no more than the greater of:
        - (a) \$50,000; or
        - (b) the Deductible stated in the Declarations.
    - If the damaged Covered Property is a waterway structure then the deductible shall be:
      - (1) \$100,000 per occurrence for damage to each waterway atructure listed on the Schedule of Property Values on file with the Trust; and
      - (2) \$100,000 per occurrence for damage to covered personal property, scheduled personal property, the arts and scheduled fine arts located within, on or attached to, each covered waterway structure listed on the Schedule of Property Values on file with the Trust.

- 2. All Flood including collapse directly caused by flood, that occurs within a 72-hour period will constitute a single occurrence.
- 3. Whether or not damaged Covered Property is located, either partially or wholly, within a federally designated 100-year or greater SFHA, as defined by FEMA, at the time of occurrance, will be determined solely by reference to FEMA Flood Maps and the FEMA Flood Map Service Center, regardless of any previous information, estimate, or designation provided the Named Participant or appearing in the Declarations.
- This Coverage Extension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from flood, including collapse directly caused by flood, unless the damaged Covered Property is expressly identified on the Schedule of Property Values on file with the Trust as having coverage for flood.
- 5. This Coverage Extension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from flood, including collapse directly caused by flood, unless the damage or loss occurs during the Property Coverage Period, and is discovered and reported to the Trust by you during the Property Coverage Period.
- 3. This Coverage Extension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from flood, including collapse directly caused by flood, unless you notify us as soon as reasonably possible after the flood occurs and allow us to inspect the damaged Covered Property prior to making any repairs or replacing the damaged or destroyed Covered Property.
- 7. This Coverage Extension does not apply, and we will not indemnify you or anyone else for, any damage or loss to waterway structures located within five files of the Oregon Coast, whether or not expressly identified as Covered Property, caused by, exacerbated by, or arising out of flood unless damage or loss by flood is caused by a storm surge which occurs over a period of less than 72 hours.
  - a. For the purposes of this Coverage Extension only, waterway structures are defined as boardwalks, bridges, bulkheads, dams, dikes, docks, levees, piers, pilings, seawalls, wharves, breakwater and similar structures located on, in, or over water, and their corresponding appurtenances and accessories.
  - Storm Surge is defined as an abnormal rise of water generated by a storm, over and above the predicted astronomical tide as determined by the National Oceanic and Atmospheric Administration (NOAA).
- Indemnification under this Coverage Extension is subject to the following limits:
  - The most we will pay under this Coverage Extension for all damage or loss sustained by the Named Participant in any single occurrance is \$6,787,187;
  - The most we will pay under this Coverage Extension for all damage or loss sustained by the Named Participant during the Coverage Period, is an Annual Aggragate Loss Limit of \$6,787,187;
  - c. The SDIS Per-Occurrence Aggregate Loss Limit; ;
  - An SDIS Annual Aggragate Losa Limit of \$50,000,000 for all damage or loss to Covarage Property located, either partially or wholly, within a federally designated 100-year or greater SFHA as defined by FEMA.
  - An SDIS Annual Aggregate Loss Limit of \$300,000,000 for all damage or loss caused by, resulting from, or arising out of earth movement, flood, or both.
- 9. Any amounts paid under this Coverage Extension are included in, subject to, and not in any event in addition to, the Total Limit of Indemnification stated in the Declarations.

This Endorsement ammends Section XII. Coverage Extensions of the Property Coverage Document only, and does not modify, ammend, waive or otherwise affect any of the other terms, conditions, limitations, exceptions, or exclusions of the Property Coverage Document

This certificate is made and is mutually accepted by the Trust and the Named Participant subject to all provisions, stipulations, and agreements of the applicable SDIS Property Coverage Document that it amends. Reference the applicable SDIS Property Coverage Document, as amended by this and any other applicable endorsements, for complete terms and conditions.

Countersigned by:

Frank Thatles

Special Districts Insurance Services

Authorized Representative

Data: Monday, January 01, 2024



## Equipment Breakdown/ Soiler and Machinery Coverage Summary

Insured by the Travelers Casualty and Surety Company of America TRAVELERS

Travelera Policy Humber: BME1-9731613A

Coverage Period: 1/1/2024 through 12/31/2024

Named Participant

Clatskanie R.F.P.D.

PO Box 807

Clatskanie, OR 97016

Agent of Record

WHA Insurance

2930 Chad Dr

Eugene, OR 97408

Covered Equipment "Covered Equipment" as defined in the Coverage Form, located at Covered Property listed and specifically described on the Schedule of Property Values on file with the Trust (SDIS).

Limit of Insurance

\$6,787,187 The most we will pay for any and all coverages for loss or damage from any "One

Sub Limits

\$1,000,000 Business Income/ Extra Expanse (excludes any Named Participant generating

electrical power for which a survey has not been completed and accepted by Travelers

Casualty and Surety Company of America)

365 Days Ordinary Payroll

\$1,000,000 Utility Interruption - (Indirect - Business Income)

\$250,000 Utility Interruption - (Direct - Spoilage Damage)

\$1,000,000 Contingent Business Income/ Extra Expense

\$1,000,000 Spoilage

\$10,000,000 Expediting Expense

\$1,000,000 Ammonia Contamination

\$1,000,000 Water Damage

\$1,000,000 Hazardous Substances

\$15,000 / 30 days Fungus, Wet and Dry Rot

\$1,000,000 Media and Data

\$1,000,000 Green Upgrades

\$2,500,000 Ordinance or Law: Demolition and Increased Cost of Construction for Undamaged

Portion of Building

No Sublimit Newly Acquired Locations - 120 Day reporting

Included Brands and Labels

Included CFC Refrigerants

Included Computer Equipment

Deductibles

\$1,000 Direct Damage Deductible from any "One Breakdown" - Except as follows:

\$10/KVA - \$10,000 minimum Transformers and Secondary Miscellaneous Electrical Apparatus (MEA)

\$30/KVA - \$10,000 minimum Internal Combustion Engines, Generator Units and Turbines

\$10,000 combined Spoilage Damage/ Ammonia Contamination

24 Hours Business Income and Extra Expense Waiting Period - No Power Generation

30 Days Business Income and Extra Expense Walting Period - With Power Generation

24 Hours Utility Interruption 24 hour waiting period - Indirect

\$5,000 Utility Interruption Direct Deductible

Locations

Per Special Districts Insurance Services (SDIS) Covered Property listed and specifically described on the Schedule

of Property Values on file with the Trust (SDIS).

Contribution

\$1,779

This document provides a brief summary of Equipment Breakdown Coverage from Travelers Casualty and Surely Company of America (Travelers) and in-no-way replaces or supersedes the Travelers policy or coverage terms. Please refer to the Travelers Equipment Breakdown Protection Coverage Form for detailed coverages, exclusions and conditions that may apply.



## Comprehensive Grime Coverage Summary

insured by Travelers Casualty and Surety Company of America TRAVELERS

Travelers Policy Number: 105870359

Goverage Period: 1/1/2024 through 12/3 //2024

Named Participant

Clatskanie R.F.P.D.

PO Box 807

Clatskanie, OR 97016

Agent of Record

WHA Insurance

2930 Chad Dr

Eugene, OR 97408

This summary is a coverage descriptions intended to provide important information about the protection available to the referenced insured under the Crime Master Policy (the "Master Policy"). Keep this coverage description for your records. This coverage description is not an insurance policy and does not amend, extend or after coverage afforded by the Master Policy described herein. The insurance afforded by the Master Policy as described herein is subject to all the terms, exclusions and conditions of such Master Policy. The period is specified in the Master Policy.

The Master Policy has been issued to: Special Districts Insurance Services Trust – see attached Schedule of Named Insured's listed per spreadsheet List of Special Districts Members, Schedule Limits and Retentions. Address: 727 Center Street NE, Salem, Oragon, 97301. Policy Number 105870359 Underwritten by: Travelers Casualty and Surety Company of America, Hartford, CT 06183 ("Travelers") to provide insurance to an Insured for as described in this Certificate.

Reference	Coverage (For Any One Loss)	<u>Limit</u>	Retention
A1.	Employee Theft - Per Loss Includes Faithful Performance of Duty, same limit as A1, CRI -7126 Non-Compensated Officers, Directors-includes Volunteer Workers as employees, Deletion of Bonded Employee and Treasurer/ Tax Collectors Exclusion - CRI-19044	\$1,000,000	\$10,000
A2.	ERISA Fidelity - same limit as A.1 (CRI-19044)	\$1,000,000	\$10,000
В.	Forgery or Alteration	\$1,000,000	\$10,000
C.	On Premises	\$1,000,000	\$10,000
D.	In Transit	\$1,000,000	\$10,000
E.	Money Order Counterfeit Currency	\$1,000,000	\$10,000
F1.	Computer Fraud	\$1,000,000	\$10,000
F2.	Computer Restoration - same limit as A1 or maximum limit of \$100,000	\$100,000	\$1,000
G.	Funds Transfer Fraud	\$1,000,000	\$10,000
H1.	Personal Accounts Forgery or Alteration - same limit as A.1	\$1,000,000	\$10,000
H2.	Identity Fraud Expense Reimbursement - same limit as A1 or maximum of \$25,000	\$25,000	\$0
CRI-19070	Social Engineering Fraud - same limit as A1 or maximum of \$250,000	\$250,000	\$10,000
1.	Claims Expense	\$5.000	\$0
CRI-7072	Third Party Entity Funds Coverage	Not Covered	Not Covered

Contribution: \$1,419

This document provides a brief summary of Crime Coverage from Travelers Casualty and Surety Company of America (Travelers) and in-no-way replaces or supersedes the Travelers policy or coverage terms. Please refer to the Travelers Crime Coverage Form for detailed coverages, exclusions and conditions that may apply.

# SDIS

## 3DIS Cyber Coverage Declarations

Policy Number: 39PS2044-511

Coverage Period: 1/1/2024 through 12/31/2024

Mamed Participant

Clatskanie R.F.P.D.

PO Box 807

Ciatskanie, OR 97016

Agent of Record

WHA Insurance

2930 Chad Dr

Eugene, OR 97408

Cyber Total Aggregate Limit of Liability

\$150,000

First Party Coverage's Sublimit of Liability

\$50,000

First Party Coverage Includes:

Network Interruption

Event Management

Cyber Extortion

Data Restoration

Computer and Legal Experts

Public Relations

Business income

\$100,000

Third Party Liability Coverage's Sublimit of Liability

Third Party Coverage includes:

Security Failure or Privacy Event

Media Content

Regulatory Action

SDIS Trust Cyber Annual Aggregate Limit of Liability

\$5,000,000

**3DIS Member Contribution** 

included

Applicable Coverage Document: SDIS Cyber Coverage Document, effective January 1, 2024

This Certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Cyber Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions applyes described in the SDIS Cyber Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:

Jank Shallo

Authorized Representative Special Districts Insurance Services Date: Monday, January 01, 2024