

**MCMINNVILLE FIRE DISTRICT**

**Board of Directors' Meeting Agenda**

**March 14, 2024**

**Hybrid Meeting Location: Station 1, 175 NE 1<sup>st</sup> St, McMinnville**

**Zoom Meeting:**

<https://mcminnvilleoregon.zoom.us/j/84475771366?pwd=cymUvbi3VhsWlxPe0AR85LPCY33blj.1>

**Meeting ID: 844 7577 1366**

**Passcode: 563035**

This meeting is being recorded.

**6:00 pm**

**AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL OF DIRECTORS**
- III. PLEDGE OF ALLEGIANCE**
- IV. CHANGES TO AGENDA**
- V. CONSENT AGENDA/ APPROVAL OF MINUTES**
  - a. Minutes from Regular Meeting 2/22/2024
- VI. FINANCIAL REPORT**
  - a. Budget Committee
- VII. PUBLIC COMMENT (The President will call for statements from citizens regarding District business, not to exceed three minutes per person.)**
- VIII. BUSINESS- Action Required**
  - a. Seismic Grant Approval
  - b. Municipal Advisory Services Agreement
  - c. Civil Service Agreement Review 1
  - d. Standards of Cover Scope of Work and Bid.
- IX. OTHER BUSINESS- No action Required.**
  - a. Board Committee/liaison Reports.

- i. LOSAP
  - ii. Branding
- b. Board Information Reports

## **X. INFORMATION ONLY**

- a. Department Reports
  - i. International Association of Firefighters Local 3099
  - ii. McMinnville Volunteer Firefighters Association- President
  - iii. Fire Chief Report
    - 1. Administrative Director and Finance Manager Update
    - 2. Contract for Airshow
    - 3. FEMA Grant Update
    - 4. OSFM Staffing Grant
    - 5. Website Update.
    - 6. Radio System Update
    - 7. Business Cards and Shirts
    - 8. GAP loan update
- b. Correspondence
- c. Informational Items
  - i. Awards Banquet March 15<sup>th</sup> 1700-2000, Youngberg Hill
  - ii. 150 Year anniversary planning
- d. Next Meeting – Thursday March 28, 2024, at 6:00 p.m.

## **XI. ADJORNMENT**

## Minutes of Board Meeting

Thursday February 22, at 6:00 p.m.

- a. **Budget Update:** Met with budget group and gathered all the pieces needed to put together the combined budget with the first 6 months of City budget and the remainder of the budget year as District. Request to run as a cash basis business as recommended by auditor and accountant. Treasurer Traff made a motion and Secretary Pratt seconded to approve the District to run as a cash basis accounting process. Motion passed unanimously 5-0.
- b. **Budget Committee:** Currently have 2 applications.

**Public Comment:** Vice President Smith called for statements from citizens.  
None

**Business: Action**

- a) Resolution 2024-01 OSGP Deferred Comp. Per agreement with Local 3099.  
This is the third plan the District will offer for deferred comp.  
Secretary Pratt made a motion and Treasurer Traff seconded to approve Resolution 2024-01. Motion passed unanimously 5-0.

**Other Business:**

- a) Board Committee/Liaison Reports
  - I. LOSAP – Statement was received and reviewed. Will reach out to Chief Law regarding additional investment options. SDAO may be a resource as well.
  - II. Branding – No updates
- b) Board Information Reports: President Garvin thanked Fire Marshal Darby for attending the City Council and speaking on open flame.  
SDAO conference was good and were able to network.

**Information**

- a) Division/Department Reports
  - I. International Association of Firefighters (IAFF) Local 3099: No updates
  - II. McMinnville Volunteer Firefighters Association: No updates
  - III. Fire Chief Report:
    - a. Civil Service Update: Final product is under final review before submitting to Board.
    - b. Administrative Director & Finance Manager Update: Received a few more applications for these positions.
    - c. FEMA Grant Update: Several versions so far. Utilizing the IFF grant writing program. Discussed the differences between Motorola and Kenwood radios. Internal recommendation is to go with Kenwood. Need approval from Board to move forward with the Grant. Director Sparrow made a motion and President Garvin seconded to approve the Fire District to apply

for the FEMA grant to purchase radios, with max 50,000 additional funds from District. Motion passed unanimously 5-0

- d. Website Update: final week of importing data. Hopefully able to view by next board meeting.
- e. Training Update: Brining on 5 new volunteers, 2 are Linfield students and 1 from MHS's Fire program. Looking to strengthen these ties to capture more volunteers.
- f. SOC Update: SDAO feels what we need is outside their scope to help us. Chief Hanifan checked with Dan Peterson and his company, a meeting is set up. Will look for other options as well but limited companies available for this scope.

b) Correspondence: None

c) Informational items:

- i. Awards Banquet March 15<sup>th</sup> 1700-2000, Youngberg Hill

d) Next Meeting: Thursday March 14, at 6 p.m.

**Meeting adjourned: Time: 6:57pm**



## AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

### ENGINEER OF RECORD: CLIENT:

WRK Engineers 215 West 12 <sup>th</sup> Street Suite 202 Vancouver, WA 98660	Ty Darby McMinnville Fire District 175 SE 1 <sup>st</sup> St. McMinnville, OR 97128	<b>Date:</b>	March 1, 2024
		<b>Project Name:</b>	McMinnville Fire Main Station SRGP
		<b>Project No:</b>	24017.BD
		<b>Location:</b>	McMinnville, Oregon

### SCOPE OF SERVICES:

This agreement includes the seismic assessment and preparation of a Seismic Rehabilitation Grant Program (SRGP) application for the McMinnville Fire District's Main Station located at 175 SE 1<sup>st</sup> St., in McMinnville, Oregon. Our understanding of the building is based on a video conference call with Ty Darby on February 28, 2024.

Our work will be performed in accordance with the SRGP requirements. In addition, our proposal is based on the following assumptions:

- We will visit the building site to assess the as-built conditions and gather information for our evaluation. We will also review any available building drawings or geotechnical reports.
- We will perform a seismic evaluation in accordance with the SRGP requirements and develop a conceptual seismic strengthening scheme. We will consult and coordinate with the District to verify the conceptual strengthening proposed meets the needs of the District's operations and long-term building facility needs.
- Based on the selected strengthening scheme, we will prepare a conceptual project construction cost estimate for the seismic strengthening.
- We will prepare and submit the SRGP grant application to the State of Oregon for the 2025 funding cycle. As part of this effort, we will need information from the District on operations, demographics, occupancy, and other financial metrics to complete our Benefit-Cost analysis for the Grant application.

**FEE ARRANGEMENT:** We propose a basic services fixed fee of **\$5,000** for the above scope of work. The fee is due and payable only if the District receives an SRGP award. The stipulated fee shall not be paid unless a SRGP award is received by the District. We propose to work in accordance with the attached Terms and Conditions.

Offered by (Engineer of Record):

Accepted by (Client):

Brian Knight, PE, SE  
Project Engineer  
WRK Engineers, Inc.

(Signature)

(Date)

Printed Name/Title

(For)

The Terms and Conditions on the reverse of this form are part of this agreement.

## TERMS and CONDITIONS

The Engineer of Record (EOR) shall perform the services outlined in this agreement for the stated fee agreement.

**ACCESS TO SITE:** Unless otherwise stated, the EOR shall have access to the site for activities necessary for the performance of the services. The EOR shall take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage to the site.

**CLIENT RESPONSIBILITY:** Client shall provide EOR with complete information, in writing, as to all project requirements and as-built information which could affect the engineering services being provided under this agreement. EOR has a right to rely upon this information.

**FEE:** The total fee, except stated fixed fee, shall be understood to be an estimate based upon scope of services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the stated fixed fee. They include, but are not limited to, expenses incurred in connection with the project, such as printing costs (other than in-house or review sets), express delivery services, mileage, meals, lodging, and long-distance telephone calls.

**BILLINGS/PAYMENTS:** Invoices shall be submitted monthly for services and are due when rendered. Invoices shall be considered PAST DUE if not paid within thirty (30) days after the invoice date and the EOR may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. In the event any portion or all of an account remains unpaid ninety (90) days after billing, the Client shall pay the costs of collection, including reasonable attorney fees upon trial and appeal.

**MUTUAL INDEMNIFICATIONS:** The Client shall indemnify and hold harmless the EOR and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claims, damages, losses or expenses are caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the EOR, or anyone for whose acts any of them may be liable). EOR shall indemnify and hold harmless the Client and all of its personnel from and against all claims, damages, losses and expenses (including reasonable attorney fees and expert fees) arising out of or resulting from the performance of the services provided that any such claims, damages, losses, or expenses are caused in whole or in part by the negligent act or omission and/or strict liability of EOR, anyone directly or indirectly employed by EOR.

**ASSIGNMENT:** This agreement may not be assigned without the prior written consent of the other party. No consent shall be unreasonably withheld.

**NO WARRANTY:** In performance of professional services, the EOR shall use that degree of care and skill ordinarily exercised under similar circumstances by other members of the profession in this locale. No other warranty, either expressed or implied, is made in connection with rendering of professional services.

**HIDDEN CONDITIONS:** When advised by the EOR, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Where investigation is NOT authorized, the EOR shall not be responsible for the condition of the existing structure.

**TERMINATION OF SERVICES:** This agreement may be terminated by the Client or the EOR should the other fail to perform his obligations hereunder or at Client's or EOR's sole discretion by thirty (30) days written notice. In the event of termination, the Client shall pay the EOR for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses. EOR will be responsible for completing all services compensated for or returning payments for work not performed but already paid by Client.

**OWNERSHIP OF DOCUMENTS:** All documents produced by the EOR under this agreement shall remain the property of the EOR and may not be used by this Client for any other endeavor without the written consent of the EOR. The documents may be used by the Client for the improvement intended, but for no other purpose but upon execution of this Agreement. EOR grants to the Client a nonexclusive license to use the documents produced by the EOR solely and exclusively for the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Client to authorize the Client's Contractor, subcontractors, sub subcontractors and material or equipment suppliers, as well as the Client's consultants to reproduce applicable portions of the documents produced by EOR solely and exclusively for the use in performing services for the Project.

**APPLICABLE LAW:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Oregon. Any legal action involving any question arising under this contract must be brought in Yamhill County Circuit Court.

**MEDIATION:** Should any dispute arise between the two parties to this agreement, it is agreed that the dispute will be submitted to a mediator, acceptable to both parties, as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. Both parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

**ACCESS TO RECORDS:** Each party shall have access to the books, documents, and other records of the other party, which are related to this Agreement for the purpose of examination, copying and audit unless otherwise limited by law. The EOR shall maintain such books and records for a minimum three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**COMPLIANCE WITH APPLICABLE LAWS:** EOR shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. EOR further agrees to make payments promptly when due to all persons supplying to EOR labor or materials for the completion of the work provided in this Agreement.

**INSURANCE:** Unless otherwise specified in a solicitation document (if any), at all times while providing services under this Agreement, EOR shall maintain in force, at EOR's expense, insurance coverage at least equal to the value of this Agreement and the following insurance coverage:

- a. Workers Compensation. As required by ORS 656.017, subject employers shall provide Workers Compensation coverage in accordance with ORS Chapter 656 for all subject workers. EOR shall have this insurance unless exempt under ORS 656.027 or 656.126.
- b. Professional Liability/Errors & Omission (E&O). If EOR is performing services that require a state license, then EOR shall maintain professional liability/E&O insurance coverage of at least \$1,000,000 for each claim, incident or occurrence, and at least \$2,000,000 annual aggregate coverage.
- c. General Liability. EOR shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of not less than \$1,000,000 for bodily/personal injury and property damage, with an annual aggregate \$2,000,000.

**CERTIFICATE(S) OF INSURANCE:** This Agreement is not binding, and the EOR will not commence work until the Client receives certificate(s) of insurance demonstrating EOR meets all of the insurance requirements in this Section of the Agreement. Each certificate shall provide there shall be no cancellations, termination, material change or reduction of limits of the insurance without 30 days deductible or retention level. For general liability coverage, the certificate shall also provide the Client, its agents, officers, and employees are named as additional insured with respect to EOR's services provided under this Agreement.

**LICENCES:** At all times during the term of this Agreement EOR represents it has any currently required licenses, certificates or other evidence of the necessary skills, abilities and professional knowledge needed to carry out the terms of this Agreement. EOR also agrees to with the rules of professional conduct set forth in OAR chapter 820, division 20.

**CORPORATE PROTECTION:** It is intended by the parties to this agreement that the EOR's services in connection with the project(s) shall not subject the EOR's individual owners, officers, or employees to any legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the client agrees that as the client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the EOR, and not against any of EOR's individual owners, officers or employees.

**REVIEW OF CONTRACTORS WORK:** The EOR shall not supervise, direct, or have control over the Contractor's work. The EOR shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs and procedures employed by the contractor on the job site. The EOR shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. If included in the EOR's Scope of Services, the EOR shall review and take appropriate action with respect to shop drawings, product data, samples, and other submittals required under the contract documents to be submitted by contractor. The EOR's review shall be only for the limited purpose of ascertaining general compliance with the design concept for the project and the information given in the contract documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions, quantities, weights, gauges, or fabrication processes, nor for substantiating instructions for installation or performance of systems designed by contractor, nor for coordination with the work of other trades. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. When professional certification, by other licensed professionals or the Owner or contractor for performance characteristics of materials, systems, or equipment is required by the contract documents, the EOR shall be entitled to rely upon such certification as verification that the materials, systems, or equipment will meet the performance criteria set forth in the contract documents.

**WAIVER SEVERABILITY:** Waiver of any default or breach under this Agreement by the Client does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

**MERGER CLAUSE:** There are no covenants, promises, Agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its attachment(s). All attachment(s) hereto together constitute the entire Agreement between the Parties.

**FORCE MAJEURE:** Neither the Client nor EOR shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than the Client.

**MODIFICATION:** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.



March 11, 2024

Mr. Adam Garvin, President  
Mr. Reed Godfrey, Fire Chief  
McMinnville Fire District  
175 NE First Street  
McMinnville, Oregon 97128

Via Email:

**Re: McMinnville Fire District (Yamhill County, Oregon)  
Municipal Advisory Services Agreement**

Dear Mr. Garvin and Chief Godfrey:

This letter sets forth the terms of the Municipal Advisory Services Agreement (this "**Agreement**") pursuant to which Special Districts Association of Oregon Advisory Services, LLC ("**Advisor**") will serve as municipal advisor to the McMinnville Fire District (Yamhill County, Oregon) ("**Client**") on specific matters, as requested, relative to municipal finance related matters (each a "**Project Request**"). This Agreement is made and entered into between Client and the Advisor.

1. Municipal Advisory Services. Client hereby engages Advisor as a municipal advisor to provide certain services to Client on general matters and on an on-going basis with respect to the issuance of municipal securities, municipal financial products, direct bank loans, conduit borrowings or other financing alternatives and matters related thereto with respect to the funding the various capital needs of Client, and in such capacity Advisor agrees to provide advice as to the structure, timing, terms and other matters (the "**Municipal Advisory Services**"). Upon receipt of a Project Request for Municipal Advisory Services, Client and Advisor will determine a mutually agreed upon scope of Advisor's engagement to provide such services, in a form of Exhibit A attached hereto (each, a "**Statement of Work**"). Each Statement of Work will contain a description of the subject matter of the project, a list of Municipal Advisor Services to be provided by Advisor in connection with such project and the terms of compensation. Client agrees and acknowledges that in no event will this Agreement be construed as having authorized Advisor to commence Municipal Advisory Services absent the parties' acknowledgement of a corresponding Statement of Work.

2. Fees and Expenses. As compensation for Advisor's provision of Municipal Advisory Services, Advisor will receive a fee as specified in **Exhibit A** of this Agreement, and subject to a Conditional Payment Provision contained therein, (the "**Advisory Fee**"), to be paid by Client or on behalf of Client. Advisor will submit to Client an invoice for the Municipal Advisory Services provided. Any invoice received by Client will be due and payable within thirty (30) days of the invoice date. Any balance that remains outstanding in excess of ninety (90) days, will be subject to a financing charge to be computed at a rate of 18% per annum, or the maximum rate allowable under Oregon law.

3.) Conflicts of Interest. Client acknowledges that it has received the disclosures set forth on **Exhibit B** attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Advisor and independent counsel and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. Client hereby waives all such conflicts and authorizes Advisor to provide the Municipal Advisory Services pursuant to the terms of this Agreement. From time to time, Advisor may provide additional disclosures to Client.

4.) Disclosures by Advisor. Advisor is a registered municipal advisor with the Securities and Exchange Commission pursuant to Section 15B(a)(2) of the Securities Exchange Act of 1934 (the "**Act**") and the Municipal Securities Rulemaking Board. Neither Advisor nor any of its employees are subject to any legal or disciplinary event.

Municipal Securities Rulemaking Board Rule G-17 requires a municipal advisor to deal fairly at all times with municipal issuers and with all persons and will not engage in any deceptive, dishonest, or unfair practice. As a municipal advisor, Advisor may provide advice concerning the structure, timing, terms, and other similar matters concerning an issuance of municipal securities Client is considering. As a municipal advisor, Advisor has a fiduciary duty to Client under the federal securities law and is therefore required by federal law to act in the best interests of Client without regard to its own financial or other interests.

Under MSRB Rule G-23, Advisor will not be able to serve as underwriter, lender or placement agent for any loans, notes, bonds or other securities to be issued and sold as part of any sale or offering of municipal securities or other indebtedness of Client.

Additional disclosures are attached herewith as **Exhibit B**.

5.) Term and Termination. The term of this engagement will be effective from the date of this Agreement is executed by Client and will remain in effect for a period of six-months (6-months) from the date hereof, unless terminated by either party upon written notice to the other party. Notwithstanding anything to the contrary contained herein, termination of this Agreement will automatically terminate any Statement of Work then in effect.

6.) Confidentiality and Use of Information. Client acknowledges that all opinions and advice (written or oral) given by Advisor to Client in connection with a Statement of Work are intended solely for the benefit and use of Client and are confidential, subject to applicable public records laws. Client will make available to Advisor in connection with the performance of services under this Agreement and each Statement of Work, at reasonable times as requested by Advisor, any information and material pertaining to the Project Request as may be appropriate to enable Advisor to perform its services hereunder. Client agrees that Advisor, in performing the Municipal Advisory Services contemplated by this Agreement and any Statement of Work (i) will use and rely primarily upon information supplied by Client and upon information available from generally recognized public sources without having independently verified the same, (ii) does not assume responsibility for the accuracy and completeness of such information. Client also agrees that it will solely be responsible for the accuracy and completeness of all descriptive material prepared during this engagement concerning Client and any Project Request.

7.) Indemnification; Limitation of Liability. Client agrees that neither Advisor nor its employees, officers, agents, or affiliates will have any liability to Client for the services provided hereunder except to the extent it is judicially determined that Advisor engaged in negligence or willful misconduct. In addition, to the extent permitted by applicable law, Client will indemnify, defend and hold Advisor and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to an untrue statement of a material fact contained in any documents provided by Client or its authorized representatives for the use of investors, lenders or financial institutions, purchasers in connection with Client financing or an omission to state a material fact necessary by Client or its authorized representatives in order to make the statements therein not misleading.

8.) Miscellaneous. This Agreement constitutes and expresses the entire agreement of the parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings, and arrangements, whether oral or written, with reference thereto are merged herein. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement may be executed in any number of counterparts via facsimile or other electronic transmission, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Client acknowledges that Advisor may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Advisor's role in it on Advisor's website or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Advisor has acted as a municipal advisor to Client. Client also agrees that Advisor may use Client's name and logo for these purposes.

**9.) Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Oregon without regard to choice of law provisions. Any suit or legal proceeding brought pursuant to or otherwise arising out of this Agreement or the performance thereof will be brought solely in the County of Marion, Oregon.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact me at (503) 472-9965. If the foregoing is consistent with your understanding of our engagement, please sign and return a copy of this letter to me via email to [dulbricht@sdao.com](mailto:dulbricht@sdao.com) or hardcopy to Special Districts Association of Oregon Advisory Services LLC, PO Box 12613, Salem, Oregon 97309-0613.

Again, we thank you for the opportunity to assist you with your municipal finance related matters and the confidence you have placed in us. We look forward to building a long-term relationship with you.

Very truly yours,

**SPECIAL DISTRICTS ASSOCIATION OF OREGON ADVISORY SERVICES, LLC**

By:   
David Ulbricht, Director of Advisory Services

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**MCMINNVILLE FIRE DISTRICT (YAMHILL COUNTY, OREGON)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

## Project Request - Statement of Work

This Statement of Work, dated as of October 11, 2023 is between Special Districts Association of Oregon Advisory Services, LLC (the "Advisor"), and McMinnville Fire District (Yamhill County, Oregon). This Statement of Work is incorporated into, forms a part of, and is in all respects subject to the terms of, the Municipal Advisory Services Agreement between Advisor and Client dated October 10, 2023 (the "Agreement"). Capitalized terms not otherwise defined herein have those meanings given in the Agreement.

**Description of Project**

The Client anticipates financing capital costs including, but not limited to, and as may be further amended (the "Project"):

- **Refinance of existing obligations**
- **Acquire and replace firefighting equipment/apparatus.**
- **Renovations and Improvements to public safety facilities.**
- **Acquisition and improvements thereto of real property, and to pay the costs of issuance.**

**Scope of Services**

The Advisor agrees to provide the following services in connection with the project ("Municipal Advisory Services"):

- a. Assist Client with financing sizing requirements, and structure(s).
- b. Attend Board meetings or public meetings, as requested.
- c. Assist the Client in developing and designing the terms and features of the plan of financing.
- d. Advise the Client as to funding strategies.
- e. Manage the financing process, coordinating the financing timeline, information, document, and process workflow with the financing team.
- f. Review financial and other information regarding the Client, and the Project.
- g. Review and evaluate the proposed terms of the financing.
- h. Identify of potential underwriters or lenders.
- i. Review documents pertaining to the financing, including, if applicable, the official statement and/or bid package for the financing.

- j. Participate in working group calls and meetings and provide the Client with feedback on the process of the financing, including issues that should be addressed by the Client.
- k. Review and comment on all financing documents and authorizing resolutions.
- l. Assist with the selection of potential underwriters and/or lenders and provide them with copies of the offering materials and related information.
- m. Assist the client with the selection of special counsel and other third-party professionals and firms involved in the Project.
- n. Respond to inquiries from potential underwriters or lenders and, if requested, coordinate their due diligence calls and meetings.
- o. If the financing is to be rated, assist in the preparation of information and materials to be provided to rating agencies and in the development of strategies for meetings with the rating agencies.
- p. If the financing is to be insured, assist in the preparation of information and materials to be provided to bond insurance agencies and in the development of strategies for meetings with the rating agencies.
- q. Consult with special counsel, underwriter/lender counsel and other service providers about the Project.
- r. Inform the Client of the marketing and offering process.
- s. Evaluate the merits of a negotiated or competitive sale and coordinate the process.
- t. Submit documents and other information about the offering to the MSRB's EMMA website.
- u. Plan and arrange for the closing and settlement of the issuance and the delivery of the financing.
- v. Such other usual and customary underwriting services as may be requested by the Client.



**Fees**

For its municipal advisory services, Advisor shall be entitled to a fee (the "Advisory Fee") to be paid by the Client as provided below. The Advisory Fee shall be earned and payable from Bond proceeds or other sources, in the following time frames:

- If the financing is conducted in one series, upon closing, a fee of \$7,500.
- If the financing is conducted in multiple series, upon closing of the first series, a fee of \$6,000; subsequent series of financings, a fee of \$5,000 per series until the aggregate is issued.
- For financial advisory services outside the scope of this Agreement, Advisor will provide such services on an hourly basis with a not to exceed fee. Such fee will be negotiated between Advisor and the Client, at the time such services are requested by the Client, and that are outside the scope of this Agreement.

In addition, the Client shall reimburse Advisor for all out-of-pocket costs and expenses it reasonably incurs in connection with the services it provides hereunder; provided, however, that such costs and expenses shall not exceed \$500 without the Client's prior written consent. The Client shall also be responsible for paying (or reimbursing Advisor for its payment of) all costs of issuance, including without limitation CUSIP, DTC, IPREO (electronic book-running/sales order system) (if applicable), printing and mailing/distribution charges (if applicable), fees of outside counsel (bond counsel, bank counsel, Client counsel and disclosure counsel, if any), ratings agency fees and expenses (if applicable), and all other expenses incident to the performance of the Client's obligations under the proposed Bonds.

**Acknowledgement of Statement of Work (Exhibit A)****MCMINNVILLE FIRE DISTRICT (YAMHILL COUNTY, OREGON)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Special Districts Association of Oregon Advisory Services, LLC

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

David Ulbricht  
Director of Advisory Services

**EXHIBIT B****MUNICIPAL ADVISOR DISCLOSURE STATEMENT**

This Disclosure Statement will serve as written documentation required by the Municipal Securities Rulemaking Board ("MSRB").

Along with certain information contained herein, additional information and resources can be accessed at [www.msrb.org](http://www.msrb.org) relating to the MSRB, municipal advisors, the issuance of municipal securities and educational resources.

Special Districts Association of Oregon Advisory Services LLC ("SDAOAS") is a registered municipal advisor with the Securities and Exchange Commission pursuant to Section 15B(a)(2) of the Securities Exchange Act of 1934 (the "Act") and the Municipal Securities Rulemaking Board. Neither SDAOAS nor any of its employees are subject to any legal or disciplinary event.

**MSRB Rule G-10** "Investor and Municipal Advisory Client Education and Protection", effective October 13, 2017, requires municipal advisors to notify clients promptly, after the establishment of a municipal advisory relationship and once each calendar year thereafter (which may include electronic transmissions) about the availability of a client brochure on the MSRB's website that provides information on the process for filing a client complaint. Attached herewith is a copy of the client brochure which can also be accessed at <http://www.msrb.org/~media/files/resources/msrb-ma-clients-brochure.ashx?la=en>. The client brochure provided by the MSRB describes (1) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (2) describes how to file a complaint with an appropriate regulatory authority.

**MSRB Rule G-17** "Conduct of Municipal Securities and Advisory Activities" requires a municipal advisor to deal fairly at all times with municipal issuers and with all persons and will not engage in any deceptive, dishonest or unfair practice. As a municipal advisor, SDAOAS may provide advice concerning the structure, timing, terms, and other similar matters concerning an issuance of municipal securities a client may be considering. As a municipal advisor, SDAOAS has a fiduciary duty to the client under the federal securities law and is therefore is required by federal law to act in the best interests of client without regard to its own financial or other interests.

**MSRB Rule G-23(d)** "Activities of Financial Advisors" stipulates that a municipal advisor, such as SDAOAS, will not be able to serve as underwriter, lender or placement agent for any loans, notes, bonds or other securities to be issued and sold as part of any sale or offering of municipal securities or other indebtedness of the client.

**MSRB Rule G-42** "Duties of Non-Solicitor Municipal Advisors" establishes standards of conduct for municipal advisors engaging in municipal advisory activities.

**REQUIRED DISCLOSURES.** MSRB Rule G-42 requires that SDAOAS make a reasonable inquiry as to the facts that are relevant to client's determination whether to proceed with a course of action or that form the basis for and advice provided by SDAOAS to a client. The rule also requires that SDAOAS undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. SDAOAS is also required under the rule to use reasonable diligence to know the essential facts about a client and the authority of each person acting on a client's behalf.

In carrying out these regulatory duties, SDAOAS will request the cooperation and assistance of the client, including providing to SDAOAS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the client agrees that, to the extent a client seeks to have SDAOAS provide advice with regard to any recommendation made by a third party, the client will provide to SDAOAS written direction to do so as well as any information it has received from such third party relating to its recommendation.

In addition, MSRB Rule G-42 requires that SDAOAS provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.



**Disclosures of Conflicts of Interest.** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, SDAOAS will make the following disclosures with respect to material conflicts of interest in connection with municipal advisory services, together with explanations of how SDAOAS addresses or intends to manage or mitigate each conflict, if any. To that end, with respect to all of the conflicts disclosed herein, SDAOAS mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the client in performing all municipal advisory activities for the client. This duty of loyalty obligates SDAOAS to deal honestly and with the utmost good faith with the client and to act in the client's best interests without regard to SDAOAS' financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed herein.

SDAOAS is a municipal advisory firm, registered with the Securities and Exchange Commission pursuant to Section 15(a)(2) of the securities and Exchange Act of 1934 (the "act") and the Municipal Securities Rulemaking Board. SDAOAS may from time to time provide advisory, consulting, and other services to municipalities, other institutions, associations and individuals including certain directors, officers, officials or employees of the client, or other persons or entities that are involved with the client, for which Advisor may receive customary compensation; however, such services are not related to any client financings. Advisor may also be engaged from time to time to provide advice on investments for a client through a separate contract that sets forth the fees to be paid to SDAOAS. Additionally, clients of SDAOAS may from time-to-time purchase, hold and sell bonds and other securities issued by our clients.

SDAOAS serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the client. For example, SDAOAS serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to any client under a municipal advisory agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, SDAOAS could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair SDAOAS' ability to fulfill its regulatory duties to the client.

While we do not believe that the following creates a conflict of interest on SDAOAS' part, we note that spouses or other relatives of SDAOAS associates may serve as an officer, employee or official of a client. The client may wish to consider any impact such circumstances may have on how it conducts its activities with SDAOAS.

The MSRB requires that a municipal advisor provide written disclosure regarding actual or potential conflicts of interest presented by various forms of compensation. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. The following discusses various forms of compensation and the timing of payments to the advisor:

- a. **Fixed Fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the adviser may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be

additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing as described below.

- b. **Hourly Fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked.

In some cases, an hourly fee may be applied against a retainer, in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest as described below.

- c. **Contingent Fee.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for Client, it presents a conflict of interest because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to Client.
- d. **Retainer Fees.** Under a retainer agreement, fees are paid to a municipal advisor periodically and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis or an hourly basis. A retainer agreement does not present the conflicts associated with a contingent fee arrangement.
- e. **Transaction Fee.** Under this form of compensation, the fee is based upon a percentage of the principal amount of an issuer of securities. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise Client to increase the size of the securities issue for the purpose of increasing the advisor's compensation.

**Other Material Conflicts of Interest.** The MSRB requires SDAOAS, as a municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent SDAOAS' material conflicts of interest known to SDAOAS as of the date of this Annual Disclosure:

As of the date of this Agreement, Advisor is unaware of any potential or actual material conflicts of interest with Client.

**How to Access Form MA and Form MA-I Filings.** SDAOAS's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/edgar/browse/?CIK=1646786>.

**Future Supplemental Disclosures.** SDAOAS has not identified any additional potential or actual conflicts of interest or legal and disciplinary events that require disclosure. If material events arise in the future, we will provide you with supplemental disclosures about them.

If there is any aspect of the foregoing disclosures that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate.

**\$985,000.00 - City of McMinnville**

LTGO Financing & Refunding Agreement, Series 2024

\*\*\* Illustration of Feb. 29, 2024 (Nonrated/BQ/Bank Loan) \*\*\*

Aggregate (New Money & Refinance of Key Bank Loan)

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## \$985,000.00 - City of McMinnville

### LTGO Financing & Refunding Agreement, Series 2024

\*\*\* Illustration of Feb. 29, 2024 (Nonrated/BQ/Bank Loan) \*\*\*

Aggregate (New Money & Refinance of Key Bank Loan)

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/15/2024	-	-	-	-	-
12/15/2024	-	-	27,087.50	27,087.50	-
06/15/2025	80,000.00	5.500%	27,087.50	107,087.50	134,175.00
12/15/2025	-	-	24,887.50	24,887.50	-
06/15/2026	80,000.00	5.500%	24,887.50	104,887.50	129,775.00
12/15/2026	-	-	22,687.50	22,687.50	-
06/15/2027	85,000.00	5.500%	22,687.50	107,687.50	130,375.00
12/15/2027	-	-	20,350.00	20,350.00	-
06/15/2028	90,000.00	5.500%	20,350.00	110,350.00	130,700.00
12/15/2028	-	-	17,875.00	17,875.00	-
06/15/2029	95,000.00	5.500%	17,875.00	112,875.00	130,750.00
12/15/2029	-	-	15,262.50	15,262.50	-
06/15/2030	100,000.00	5.500%	15,262.50	115,262.50	130,525.00
12/15/2030	-	-	12,512.50	12,512.50	-
06/15/2031	105,000.00	5.500%	12,512.50	117,512.50	130,025.00
12/15/2031	-	-	9,625.00	9,625.00	-
06/15/2032	110,000.00	5.500%	9,625.00	119,625.00	129,250.00
12/15/2032	-	-	6,600.00	6,600.00	-
06/15/2033	120,000.00	5.500%	6,600.00	126,600.00	133,200.00
12/15/2033	-	-	3,300.00	3,300.00	-
06/15/2034	120,000.00	5.500%	3,300.00	123,300.00	126,600.00
<b>Total</b>	<b>\$985,000.00</b>	-	<b>\$320,375.00</b>	<b>\$1,305,375.00</b>	-

### Yield Statistics

Bond Year Dollars	\$5,825.00
Average Life	5.914 Years
Average Coupon	5.5000000%
Net Interest Cost (NIC)	5.6716738%
True Interest Cost (TIC)	5.7117432%
Bond Yield for Arbitrage Purposes	5.5000000%
All Inclusive Cost (AIC)	6.4221286%

### IRS Form 8038

Net Interest Cost	5.5000000%
Weighted Average Maturity	5.914 Years

## **\$985,000.00 - City of McMinnville**

LTGO Financing & Refunding Agreement, Series 2024

\*\*\* Illustration of Feb. 29, 2024 (Nonrated/BQ/Bank Loan) \*\*\*

Aggregate (New Money & Refinance of Key Bank Loan)

## **Total Issue Sources And Uses**

Dated 06/15/2024 | Delivered 06/15/2024

	new money	refi 2014 loan	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$370,000.00	\$615,000.00	\$985,000.00
<b>Total Sources</b>	<b>\$370,000.00</b>	<b>\$615,000.00</b>	<b>\$985,000.00</b>
<b>Uses Of Funds</b>			
Total Underwriter's Discount (1.015%)	3,756.35	6,243.65	10,000.00
Costs of Issuance	12,208.12	20,291.88	32,500.00
Deposit to Project Construction Fund	350,000.00		350,000.00
Deposit to Current Refunding Fund	-	587,859.55	587,859.55
Rounding Amount	4,035.53	604.92	4,640.45
<b>Total Uses</b>	<b>\$370,000.00</b>	<b>\$615,000.00</b>	<b>\$985,000.00</b>

## **\$985,000.00 - City of McMinnville**

LTGO Financing & Refunding Agreement, Series 2024

\*\*\* Illustration of Feb. 29, 2024 (Nonrated/BQ/Bank Loan) \*\*\*

Aggregate (New Money & Refinance of Key Bank Loan)

## **Detail Costs Of Issuance**

Dated 06/15/2024 | Delivered 06/15/2024

### **COSTS OF ISSUANCE DETAIL**

Est. SDAO Advisory Svcs (Muni Advisor)	\$7,500.00
Est. Special Counsel	\$20,000.00
Miscellaneous	\$5,000.00
<b>TOTAL</b>	<b>\$32,500.00</b>

## \$370,000.00 - City of McMinnville

### LTGO Financing & Refunding Agreement, Series 2024

\*\*\* Illustration of Feb. 29, 2024 (Nonrated/BQ/Bank Loan) \*\*\*

New Money Portion - SCBAs

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/15/2024	-	-	-	-	-
12/15/2024	-	-	10,175.00	10,175.00	-
06/15/2025	30,000.00	5.500%	10,175.00	40,175.00	50,350.00
12/15/2025	-	-	9,350.00	9,350.00	-
06/15/2026	30,000.00	5.500%	9,350.00	39,350.00	48,700.00
12/15/2026	-	-	8,525.00	8,525.00	-
06/15/2027	30,000.00	5.500%	8,525.00	38,525.00	47,050.00
12/15/2027	-	-	7,700.00	7,700.00	-
06/15/2028	35,000.00	5.500%	7,700.00	42,700.00	50,400.00
12/15/2028	-	-	6,737.50	6,737.50	-
06/15/2029	35,000.00	5.500%	6,737.50	41,737.50	48,475.00
12/15/2029	-	-	5,775.00	5,775.00	-
06/15/2030	40,000.00	5.500%	5,775.00	45,775.00	51,550.00
12/15/2030	-	-	4,675.00	4,675.00	-
06/15/2031	40,000.00	5.500%	4,675.00	44,675.00	49,350.00
12/15/2031	-	-	3,575.00	3,575.00	-
06/15/2032	40,000.00	5.500%	3,575.00	43,575.00	47,150.00
12/15/2032	-	-	2,475.00	2,475.00	-
06/15/2033	45,000.00	5.500%	2,475.00	47,475.00	49,950.00
12/15/2033	-	-	1,237.50	1,237.50	-
06/15/2034	45,000.00	5.500%	1,237.50	46,237.50	47,475.00
<b>Total</b>	<b>\$370,000.00</b>	<b>-</b>	<b>\$120,450.00</b>	<b>\$490,450.00</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$2,190.00
Average Life	5.919 Years
Average Coupon	5.5000000%
Net Interest Cost (NIC)	5.6715228%
True Interest Cost (TIC)	5.7115265%
Bond Yield for Arbitrage Purposes	5.5000000%
All Inclusive Cost (AIC)	6.4211482%

### IRS Form 8038

Net Interest Cost	5.5000000%
Weighted Average Maturity	5.919 Years



## \$615,000.00 - City of McMinnville

### LTGO Financing & Refunding Agreement, Series 2024

\*\*\* Illustration of Feb. 29, 2024 (Nonrated/BQ/Bank Loan) \*\*\*

#### Refinance of Key Bank Loan

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/15/2024	-	-	-	-	-
12/15/2024	-	-	16,912.50	16,912.50	-
06/15/2025	50,000.00	5.500%	16,912.50	66,912.50	83,825.00
12/15/2025	-	-	15,537.50	15,537.50	-
06/15/2026	50,000.00	5.500%	15,537.50	65,537.50	81,075.00
12/15/2026	-	-	14,162.50	14,162.50	-
06/15/2027	55,000.00	5.500%	14,162.50	69,162.50	83,325.00
12/15/2027	-	-	12,650.00	12,650.00	-
06/15/2028	55,000.00	5.500%	12,650.00	67,650.00	80,300.00
12/15/2028	-	-	11,137.50	11,137.50	-
06/15/2029	60,000.00	5.500%	11,137.50	71,137.50	82,275.00
12/15/2029	-	-	9,487.50	9,487.50	-
06/15/2030	60,000.00	5.500%	9,487.50	69,487.50	78,975.00
12/15/2030	-	-	7,837.50	7,837.50	-
06/15/2031	65,000.00	5.500%	7,837.50	72,837.50	80,675.00
12/15/2031	-	-	6,050.00	6,050.00	-
06/15/2032	70,000.00	5.500%	6,050.00	76,050.00	82,100.00
12/15/2032	-	-	4,125.00	4,125.00	-
06/15/2033	75,000.00	5.500%	4,125.00	79,125.00	83,250.00
12/15/2033	-	-	2,062.50	2,062.50	-
06/15/2034	75,000.00	5.500%	2,062.50	77,062.50	79,125.00
<b>Total</b>	<b>\$615,000.00</b>	<b>-</b>	<b>\$199,925.00</b>	<b>\$814,925.00</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$3,635.00
Average Life	5.911 Years
Average Coupon	5.5000000%
Net Interest Cost (NIC)	5.6717648%
True Interest Cost (TIC)	5.7118738%
Bond Yield for Arbitrage Purposes	5.5000000%
All Inclusive Cost (AIC)	6.4227195%

### IRS Form 8038

Net Interest Cost	5.5000000%
Weighted Average Maturity	5.911 Years



## \$615,000.00 - City of McMinnville

### LTGO Financing & Refunding Agreement, Series 2024

\*\*\* Illustration of Feb. 29, 2024 (Nonrated/BQ/Bank Loan) \*\*\*

#### Refinance of Key Bank Loan

## Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	Old D/S	Savings
06/15/2024	-	-	-	-	-	-
12/15/2024	-	-	16,912.50	16,912.50	57,645.71	40,733.21
06/15/2025	50,000.00	5.500%	16,912.50	66,912.50	57,645.70	(9,266.80)
12/15/2025	-	-	15,537.50	15,537.50	57,645.70	42,108.20
06/15/2026	50,000.00	5.500%	15,537.50	65,537.50	57,645.70	(7,891.80)
12/15/2026	-	-	14,162.50	14,162.50	57,645.70	43,483.20
06/15/2027	55,000.00	5.500%	14,162.50	69,162.50	57,645.70	(11,516.80)
12/15/2027	-	-	12,650.00	12,650.00	57,645.70	44,995.70
06/15/2028	55,000.00	5.500%	12,650.00	67,650.00	57,645.70	(10,004.30)
12/15/2028	-	-	11,137.50	11,137.50	57,645.71	46,508.21
06/15/2029	60,000.00	5.500%	11,137.50	71,137.50	57,645.70	(13,491.80)
12/15/2029	-	-	9,487.50	9,487.50	57,645.70	48,158.20
06/15/2030	60,000.00	5.500%	9,487.50	69,487.50	-	(69,487.50)
12/15/2030	-	-	7,837.50	7,837.50	-	(7,837.50)
06/15/2031	65,000.00	5.500%	7,837.50	72,837.50	-	(72,837.50)
12/15/2031	-	-	6,050.00	6,050.00	-	(6,050.00)
06/15/2032	70,000.00	5.500%	6,050.00	76,050.00	-	(76,050.00)
12/15/2032	-	-	4,125.00	4,125.00	-	(4,125.00)
06/15/2033	75,000.00	5.500%	4,125.00	79,125.00	-	(79,125.00)
12/15/2033	-	-	2,062.50	2,062.50	-	(2,062.50)
06/15/2034	75,000.00	5.500%	2,062.50	77,062.50	-	(77,062.50)
<b>Total</b>	<b>\$615,000.00</b>	<b>-</b>	<b>\$199,925.00</b>	<b>\$814,925.00</b>	<b>\$634,102.72</b>	<b>(180,822.28)</b>

### PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	(60,545.93)
Contingency or Rounding Amount	604.92
Net Present Value Loss	\$(59,941.01)
Net PV Loss / \$578,887 Refunded Principal	(10.355%)
Net PV Loss / \$615,000 Refunding Principal	(9.747%)

### Refunding Bond Information

Refunding Dated Date	6/15/2024
Refunding Delivery Date	6/15/2024

# McMinnville Fire District



## Civil Service Rules

Effective Date: March 2024

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## **Rule 1 – General Purpose**

This document outlines processes for McMinnville Fire District Civil Service rules, originally adopted March 2024. These rules are intended to comply with the provisions of ORS 242.704 as substantially accomplishing the general purposes of ORS 242.702 through ORS 242.824. Therefore, unless specifically referenced in these rules, ORS 242.702 through ORS 242.824 do not apply to the District and the rules as adopted herein are the Civil Service System for McMinnville Fire District.

## **Rule 2 – Scope of Civil Service Rules**

### **2.1. Positions Governed by Civil Service Rules**

These rules outline the District's and Commission's policies and procedures for conducting Civil Service examinations and making appointments, promotions, demotions, transfers, reinstatements, suspensions and discharges for Civil Service positions. Except when otherwise specifically provided herein, these Rules are intended to supersede and substitute for the Oregon Statutes governing Civil Service for Firefighters, while substantially accomplishing the general purposes of the civil service law.

Positions in the classified service include only those positions with the District, the principal duties of which consist of preventing or combating fire or preventing the loss of life or property from fire.

### **2.2. Positions Exempt from Civil Service Rules**

These rules do not apply to non-civil service positions in the exempt service. Exempt service positions include:

- a) The Fire Chief
- b) District positions where the principal duties of which do not consist of preventing or combating fire or preventing the loss of life or property from fire.
- c) Volunteers, student interns, and cadets
- d) Part-time and seasonal non-fire positions.
- e) Non-employee positions including but not limited to independent contractors, consultants, members of District Boards (including the Board of Directors), Commissions or Committees appointed by the Board of Directors who serve without compensation and who are not otherwise classified employees of the appointing District.
- f) Temporary relief employee positions, including any temporary appointment.
- g) The District's Chief Examiner.

### **2.3. Changes to the Rules**

The Commission may change these rules at any time as described in Section 4.1 as it determines it necessary to fulfill its responsibilities. The Commission will consider the recommendation of the Fire Chief and Board of Directors regarding any such changes. When changes may affect represented employees, the Commission will also consider the recommendation of the Union. No change shall expand the scope of statutory authority of the Commission unless approved by the Board of Directors.

## Rule 3 – Definitions

### 3.1. Definition of Terms

As used in these civil service rules, unless the context clearly requires otherwise.

- a) **Absence** means a circumstance in which a full-time employee is not present due to vacation, sick leave, other types of leave, a temporary or provisional appointment.
- b) **Act** means the State Civil Service Law for Fire Fighters (ORS 242.702 to 242.824).
- c) **Allocation** means the assignment of an individual position to an appropriate classification on the basis of time, kind, difficulty, and responsibility of the work actually performed in the position.
- d) **Appointment** means the appointment of an individual to a position covered by Civil Service.
- e) **Board of Directors** means the publicly elected governing body of the District.
- f) **Certification** means the process of approving the results of an examination in establishing an eligibility list.
- g) **Chief Examiner** means the person appointed by the Commission to administer the examinations and any other aspect of the Civil Service program assigned by the Commission.
- h) **Civil Service** means the Civil Service System established by these rules.
- i) **Class or Classification** means a group of positions in the classified service sufficiently alike in duties, authority, and responsibilities that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to, all positions in the group.
- j) **Classified Service** means all positions under the jurisdiction of the Civil Service Commission.
- k) **Commission** means the Civil Service Commission created under these rules.
- l) **Commissioner** means a Civil Service Commission member.
- m) **Demotion** means a transfer of an employee from a position in one class to a position in another class having a lower maximum annual salary rate.
- n) **District** means McMinnville Fire District.
- o) **Eligible** means a person ranked on an eligibility list.
- p) **Employees** mean people whose principal duties consist of preventing or combating fire or preventing the loss of life or property from fire, as defined by these rules.
- q) **Entrance Examination** means a test for positions in a particular class, admission to which is not limited to persons employed by the District.
- r) **Entrance List** means a list of people who, through the taking of an entrance examination, have been found qualified to be appointed to a position in a particular class.
- s) **Examiner** means a person appointed by the Chief Examiner to conduct or monitor an examination or portions of an examination.
- t) **Exempt Service** means positions within the organization that are not covered by the provisions of Civil Service.
- u) **Fire Chief** means the person that functions as the Chief Executive Officer and Budget Officer of the McMinnville Fire District and is responsible for the overall administration of the District.
- v) **Job Description** means the written description of a class containing a title, statement of duties, authority, responsibilities, and the desired minimum qualifications for the class.
- w) **Layoff** means a separation from the service for reasons not reflecting discredit on an employee and for reasons outside the employee's control.
- x) **Military Leave** means the leave of absence granted to employees entering the armed forces of the United States and leaves authorized by state and federal law in connection with any military service including training required by law.
- y) **Personnel Action** means any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other action affecting the status of employment.
- z) **Political and Politics** shall be understood as referring to partisan politics.

- aa) **Probationary Period** means a working evaluation period during which an employee is required to demonstrate the ability and capacity to perform the duties of the position to which the employee has been appointed.
- bb) **Promotion** means a transfer of an employee from a position in a Class to a position in another Class with a higher maximum annual salary rate.
- cc) **Promotion List** means a list of names of people who have been found qualified by promotional examination for appointment to a position in a particular class.
- dd) **Promotional Examination** is a test that is limited to employees in the classified service who hold regular or probationary status and have held a position(s) in other classes for a period of not less than six (6) months.
- ee) **Public Notice** means written or printed notification conspicuously posted on official bulletin boards in all areas of employment and, if required, by publication in a newspaper of general circulation.
- ff) **Reclassification** means a change in allocation to an individual position by raising it to a higher Class, reducing it to a lower Class, or moving it to another Class at the same level on the basis of significant changes in the kind, difficulty, or responsibility of the work performed in such position.
- gg) **Regular Employee** means an employee who has been appointed to a position in the classified service in accordance with the Rules of the Civil Service Commission and who has successfully completed the probationary period.
- hh) **Rules** means the Civil Service Rules adopted by the Civil Service Commission as provided by the Act.
- ii) **Suspension** means a temporary removal from duty, with or without pay, of an employee for disciplinary purposes or for the purpose of investigation of accusations brought against the employee.
- jj) **Temporary Appointment** means a non-status appointment to assure continuation of required work.
- kk) **Termination** means the involuntary cessation of employment with the District for cause.
- ll) **Transfer** means any change of an employee from one position to another in the same Class or with the same maximum annual salary rate.
- mm) **Union** is the recognized bargaining unit who represents employees within McMinnville Fire District. Currently IAFF Local 3099.
- nn) **Vacancy** means a position within the classified service that is funded and is not filled.
- oo) **Voluntary Demotion** means a demotion requested by an employee to retain employment when layoff from the employee's position is imminent or for other reasons where the action is still entirely voluntary on the part of the employee.

## **Rule 4 – Adoption and Amendment of Rules**

### **4.1. Adoption of Civil Service Rules**

Rules relating to the administration of the Civil Service Act shall be adopted by the Commission only after a public hearing open to any citizen, officer, or employee of the District. Prior public notice of at least twenty-four (24) hours shall be given, setting forth the place and time of the hearing and the purpose for which it has been called. Rules adopted by the Commission shall become effective on the date specified by the Commission and shall be posted on all official bulletin boards of the District.

### **4.2. Amendment of Rules**

A request for a change in the Civil Service Rules may be submitted at any time by any District employee.

- a) Represented employees should submit requests for change to the union president. The union president will review the proposed change and reasons for the change, and if warranted, will submit the request to the Fire Chief.
- b) Non-represented employees should submit requests for change to the Fire Chief.

The Fire Chief will complete a full review of the request. Based on the merits of the request, the Fire Chief may submit the request to the Commission. After necessary study and notice as provided in 4.1, the Commission may amend the Civil Service Rules as it believes proper by a majority vote.

### **4.3. Effect of Rules After Adoption of Changes**

Any personnel action taken prior to the adoption of a new or amended set of Civil Service Rules shall be governed by the rules in effect at the time of the action. It shall not be affected by the proposed new or amended rules unless such rule provides for retroactive effect. Any certified list in place at the time these Rules are amended will remain in effect and be administered under the Rules in place when the list was certified. All subsequent lists will be administered under the revised Rules.

### **4.4. Application of Rules**

These rules do not apply to positions in the exempt service. All employment-related issues pertaining to these positions are governed solely by District personnel and staffing policies and laws.

### **4.5. Personnel Rules of the Board of Directors**

Personnel rules relating to salaries, wages, leave, attendance, hours of work, holidays, retirement, or any other factor of employment having direct budgetary implications in the classified and exempt service shall be established and administered by the District in conformance with laws pertaining to such matters. This is mentioned so there is no confusion as to the limits of these rules. Rules governing the general conduct of employees shall be adopted and administered by the District. Such rules shall be readily available for review by employees.



## **Rule 5 – Chief Examiner**

### **5.1. Selection**

The Commission shall appoint a Chief Examiner and such assistants as may be necessary. All civil service-related actions of the Chief Examiner and any assistants shall be subject to review and approval or disapproval by the Commission. The Chief Examiner may serve as Secretary for the Commission.

The Chief Examiner shall not be one of the Appointed Civil Service Commissioners.

Duties of the Chief Examiner include:

- a) Duties designated throughout these rules.
- b) Attend and take minutes of all meetings of the Commission.
- c) Preserve all reports made to the Commission.
- d) Keep a record of all examinations given and results obtained.
- e) Maintain a file on investigations held or made under the direction of the Commission.
- f) Perform other duties as the Commission may prescribe.

## **Rule 6 – Organization of Commission**

### **6.1. Civil Service Commission Composition**

The Civil Service Commission "Commission" consists of five (5) members. In accordance with the terms of ORS Chapter 242, Commission members are not members of the Board and are not current employees or volunteers of the District. Rather, all Commission members are independent individuals appointed by the Board for an uncompensated term of up to four (4) years. (ORS 242.330).

When selecting commissioners, the Board will form a committee that consists of two (2) Board of Directors, two (2) union employees, and the Fire Chief. The committee will conduct interviews and provide recommendations to the Board of Directors. When appointing commissioners, the Board will consider these recommendations.

Commissioners shall be appointed by the Board of Directors with input from the Fire Chief or designee and the union. When selecting commissioners, the Board will provide preference to residents of the McMinnville Fire District service area, followed by residents of the McMinnville Fire District Ambulance Service Area. The Board will ensure the commission has no more than one (1) previous fire service employee and no more than one (1) previous fire service volunteer.

The Board which appoints Commissioners may remove any Commissioner for incompetence, dereliction of duty or other good cause, after giving due notice in writing of the charges against the Commissioner and an opportunity to be heard publicly on such charges before the Board. A copy of the charges and transcript of the record of the hearing shall be filed with the Board.

### **6.2. Term of Office**

The term of office of each Commissioner shall be for a period of either 2 or 4 years. If a Civil Service Commissioner resigns before the end of a term, a new Commissioner shall be appointed to serve the remainder of such term. Commissioners may be reappointed from one (1) term to the next. Commissioners may be removed by the Board of Directors as set forth in ORS Chapter 242.

If there is a mid-term vacancy, the Board, within 60 days, will appoint another commissioner that may serve until the end of the term. At that time, this commissioner may elect to apply for another term.

### **6.3. Organization**

The commission shall elect a chair and a vice-chair at the first meeting of each calendar year who shall continue until subsequent reorganization of the Commission becomes necessary. The Commission shall function under the applicable statutes and shall be consistent with the rules herein or hereinafter adopted.

### **6.4. Duties of the Commission**

The Commission's primary responsibilities include:

- a) Working cooperatively with the Chief Examiner and Fire Chief to maintain a current list of all classifications and grades of Civil Service positions within the District.
- b) Overseeing proper administration of all Civil Service exams, maintaining current entrance and promotion lists, and working cooperatively with the Fire Chief to certify qualified candidates for Civil Service position vacancies as outlined in these Rules.

- c) Working cooperatively with the Board of Directors and Fire Chief to maintain a current database of all employees holding Civil Service positions within the District.
- d) Adopting and overseeing proper administration of the rules relating to conducting Civil Service examinations and making appointments, promotions, demotions, transfers, reinstatements, suspensions, and discharges for Civil Service positions. (ORS 242.390)

The Commission Chair's additional responsibilities include:

- a) The Chair shall preside over all meetings of the Commission.
- b) Except as otherwise authorized by order of the Commission, the Chair or Vice Chair shall sign all orders, resolutions, and other documents made by the Commission.
- c) The Chair shall be the Presiding Officer and shall submit such recommendations and information, as they may consider proper, concerning the business, affairs and policies of the Commission.
- d) In the absence of both the Chair and the Vice Chair, the Chair shall appoint Chair pro tem who shall have, at such time, the authority of the Chair, including the authority to sign appropriate documents.
- e) The Chair shall conduct a vote on each matter before the Commission. The Chair may second motions but shall not make motions unless he or she first relinquishes the position of Presiding Officer for the purpose of making such motion.
- f) All decisions of the Presiding Officer shall be subject to review by a majority of Commission members present upon motion duly made and seconded, which shall be a privileged motion.
- g) When a matter is called for a vote, the Presiding Officer shall, before a vote is taken, state the question before the Commission in general terms and shall announce the decision of the Commission after such vote.
- h) The Chair, Vice Chair or Chair pro tem shall sign all documents memorializing Commission action within ten (10) days after approval by the Commission.

The Commission Vice-Chair's additional responsibilities include:

- a) The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case of the resignation or death of the Chair, the Vice-Chair shall perform duties as are imposed on the Chair until such time as the Commission shall elect a new Chair.

## **6.5. Quorum**

Three (3) members of the Commission shall constitute a quorum and the votes of any three (3) members of such Commission concurring shall be sufficient for the decision of all matters and the transaction of business to be decided or transacted by the Commission.

## **6.6. Meeting**

The Commission shall hold such meetings as may be required for the proper discharge of its duties with a meeting once each quarter. Special meetings of the Commission may be held at such time and place as may be determined from time to time by the Commission. If there is no business scheduled for the Commission, the quarterly meeting may be postponed until such time as there is business for the Commission to transact. Regardless of the above provision, the Commission shall meet at least once during each fiscal year.

All meetings of the Commission shall be conducted in a manner consistent with the provisions of the Oregon Public Meetings Law and shall be properly advertised. Roberts Rules of Order shall serve as a guide on questions of parliamentary procedure.

**6.7. Severability**

If any of these rules or portions thereof are hereafter declared by a court of competent jurisdiction to be illegal or unconstitutional, the part declared unconstitutional and/or illegal shall be deemed severable and such shall not affect the remaining Rules.

## **Rule 7 – Classification Plan**

### **7.1 Maintenance of Plan**

The Commission shall adopt and maintain a classification plan, which shall group all positions in the classified service into classes based upon their duties, authorities, and responsibilities. The Commission may assign the review of the classification plan to the Chief Examiner who will be responsible for keeping the classification plan current by conducting periodic studies of positions and making appropriate recommendations to the Commission.

### **7.2 Amendment of Plan**

Any officer or employee in the District service may initiate a request to the Commission to amend the classification plan. The Chief Examiner shall investigate any such request. The Chief Examiner may conduct classification studies or surveys at other times on the Examiner's own initiative. If the Chief Examiner finds that substantial change in the organization, creation or change of position, or other pertinent condition makes necessary the modification of an existing class or the establishment of a new class, a recommendation shall be made to the Commission.

The Commission may elect to hold a public hearing on changes in the Classification Plan and if so elected, shall give at least twenty-four (24) hours public notice prior to such a hearing. After hearing suggestions and recommendations, the Commission shall review this information and act on classification revisions with such modifications as it believes proper.

### **7.3 Allocation of Positions**

- a) **New Positions:** When the Fire Chief or their designee desires to establish the classification of a new position, a notice of such proposed action, together with a description of the duties of the new position, shall be submitted to the Chief Examiner in such a manner and on such form as the Commission may provide. The Chief Examiner shall promptly allocate such positions to the appropriate class therein on the basis of duties, authority, and responsibilities and shall notify the Fire Chief of the official allocation.
- b) **Reclassification of Positions:** Whenever the Fire Chief desires to make a permanent or substantial change in the duties, authority or responsibilities of a position, written notification of the proposed change shall be submitted to the Chief Examiner for the determination of the effect, if any, on the classification of the position. The Chief Examiner may, on the Examiner's own initiative or at the request of the Fire Chief or employee, study the duties of any position to determine if the current classification is proper. Whenever the Chief Examiner finds that the change in duties is such that the current allocation is no longer correct, the nature of such changes shall be reported to the Commission. The Commission may revise the classification of such positions as it deems proper. Such a change shall be subject to the incumbent's ability to acquire probationary status in the new class.
  - i. **Effect of Reclassification on Employee Status:**
    - 1. When a position is reclassified to a class that carries a higher salary range, the incumbent regular or probationary employee shall be accorded probationary status in the higher class if eligible for certification from the appropriate list.
    - 2. When a position is reclassified to a class that carries a lower salary range, the incumbent employee shall retain the same probationary or regular status in the lower class. The employee's name shall be placed on the promotion list in the same manner as provided for in a demotion.

#### **7.4 Job Descriptions**

The Commission shall adopt, for each class of employment, a descriptive job description. Each job description shall include the class title, a description of the duties and responsibilities of the work, and a statement of the minimum qualifications a person should possess to perform the work with reasonable prospects of success.

The definitions in job descriptions are descriptive not restrictive. They are intended to indicate the kinds of positions that are allocated to the several classes as determined by duties and responsibilities. The job descriptions are not to be construed as declaring what the duties and responsibilities of any position may be, or as limiting or modifying the power of the Fire Chief or designee to assign, direct, and control the work of supervised employees. The use of a particular expression or illustration as to the duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.

In determining the class to which any position shall be allocated, the job descriptions describing each class shall be considered as a whole. Consideration shall be given to the general duties, specific tasks, responsibilities, qualifications, and requirements and their relationship to other classes as a composite description of the kind of employment which the class is intended to embrace.

Personal qualifications commonly required of an employee in any class, such as good citizenship, honesty, loyalty, sobriety, industry, amenability to supervision, suggestions of superiors for improvement of service, and willingness to cooperate with associates, shall be implied as qualifications required for entrance to every Class, even though such traits may not be specifically mentioned in the job description. The minimum qualifications enumerated in the job description shall relate to the reasonable standards of experience and training required at the time of original appointment of a new employee and shall not be construed as representing or measuring qualifications that employees already working in such a class may actually possess.

#### **7.5 Use of Class Title**

The Class title shall be the official title of every position allocated to the class for the purpose of personnel actions and shall be used on all payrolls, budget estimates, and office records and reports relating to the position. Any other working title desired and authorized to be used by the Fire Chief may be used as a designation of any position for the purpose of internal administration or in contacts with the public.

## **Rule 8 – Applications and Examinations**

### **8.1 Examination of Announcements**

Public announcements for entrance examinations shall be given at least thirty (30) days in advance of the last date for filing the applications. Such announcements shall be posted on the official District job site and in at least one (1) other public place for thirty (30) days. The Chief Examiner may provide for such other publicity as the Examiner deems advisable to attract a sufficient number of qualified candidates.

Announcements for promotional examinations shall be given at least thirty (30) days in advance of the last date for filing the applications. Such announcements shall be e-mailed to all employees and will be posted on the official bulletin boards of the District.

Official notice of examinations shall state the duties and pay of positions in the classes for which the examinations are to be held, the qualifications required, the time and place and manner in making application for admission to such examinations, the different parts of tests, closing date for filing applications and any other information which may be pertinent.

### **8.2 Eligibility to Compete in Entrance Examinations**

- a) Examinations designed to establish an Entrance List shall be open to all persons who appear to meet the minimum qualifications stated below and other requirements for the class as stated in the job description and as set forth in the announcement.
- b) The District shall establish and may revise requirements regarding experience, training, physical condition, residency, and other factors that relate to the ability of candidates to effectively perform the duties of a Class.
- c) It shall be the policy of the Commission to assist and encourage the employment of disadvantaged individuals who are able and qualified to perform the duties of the class for which they have applied.

Minimum requirements for classifications may change as noted above. However, all classifications must include the following minimum requirements:

- a) Age: A minimum age of 18 years.
- b) Education: Graduation from an accredited high school or successful completion of a General Education Development Test (GED).
- c) Military Service (if applicable): Honorable discharge from military service.
- d) Background: Successful completion of District background evaluations. Background checks will include, but are not limited to driving record evaluation, criminal records check, and reference checks.
- e) Medical Examination (if applicable to position): Successful completion of a medical evaluation.
- f) Driver's license valid in the State of Oregon, with an acceptable driving record (if applicable to position).

Firefighter EMT-Basic - Applicants for entry level Firefighter EMT-Basic positions shall possess the following minimum qualifications:

- a) Emergency Medical Certification: Possession of a current certification as a current Oregon Emergency Medical Technician-Basic (EMT-B) certification or higher; or National Registry certification as a EMT-Basic or higher and the ability to qualify for State of Oregon reciprocity; or possession of EMT-B or higher from another state and be able to qualify for State of Oregon reciprocity; or possess the ability and qualifications to obtain an Oregon EMT-B by the date of hire.
- b) Possession of Department of Public Safety Standards and Training (DPSST) for Fire Fighter 1 or equivalent.

**Firefighter – Paramedic** – Applicants for entry level Firefighter Paramedic positions shall possess the following minimum qualifications:

- a) Emergency Medical Certification: Possession of a current certification as an Oregon Paramedic, or National Registry certification as a Paramedic and the ability to qualify for State of Oregon reciprocity, or possession of EMT-P from another state and be able to qualify for State of Oregon reciprocity; or possess the ability and qualifications to obtain an Oregon EMT-P by the date of hire.
- b) Possession of Department of Public Safety Standards and Training (DPSST) for Fire Fighter 1 or equivalent.
- c) Possession of Advanced Cardiac Life Support certification within 6 months of hire date.
- d) Possession of Pediatric Advanced Life Support certification within 6 months of hire date.

**Single-Role Paramedic** - Applicants for entry level single-roles paramedic positions shall possess the following minimum qualifications:

- a) Emergency Medical Certification: Possession of a current certification as an Oregon Paramedic, or National Registry certification as a Paramedic and the ability to qualify for State of Oregon reciprocity, or possession of EMT-P from another state and be able to qualify for State of Oregon reciprocity; or possess the ability and qualifications to obtain an Oregon EMT-P by the date of hire.
- b) Possession of Advanced Cardiac Life Support certification within 6 months of hire date.
- c) Possession of Pediatric Advanced Life Support certification within 6 months of hire date.

**Deputy Fire Marshal** - Applicants for entry level deputy fire marshal positions shall possess the following minimum qualifications:

- a) An associate degree (or equivalent) from a state or federally accredited college or university in Code Inspection, Fire Prevention, Insurance Risk, Public Administration, or possess Department of Public Safety Standards and Training (DPSST) Fire Inspector I accreditation. Must possess certification from the International Code Council (ICC) as Fire Code Inspector I.
- b) Shall obtain accreditation from DPSST as a Fire Inspector I and II, and National Fire Protection Association (NFPA) Fire Investigator, certification from the ICC as a Fire Plans Examiner, and Oregon Inspector Certification within twenty-four (24) months of appointment as a condition of employment.

### **8.3 Eligibility to Compete in Promotional Examinations**

Any member of the District shall be considered eligible to seek a promotional position if they have acquired regular status and possess the minimum entry requirements as described in the position job description.

- a) All promotional opportunities for represented positions shall come from within the McMinnville Fire District when there are at least two qualified internal applicants.
- b) In the case of a single qualified internal applicant, the Fire Chief has sole discretion to recruit external applicants, or to proceed with offering placement to the single qualified internal applicant.
- c) If there are no qualified internal applicants, the Fire Chief will recruit externally.
- d) Applicants are not eligible for a promotional opportunity if they have received discipline beyond a written warning in the previous two years and/or are on a "last chance" agreement with the District.
- e) Other qualified applicants shall meet all requirements except time-in-grade/rank or time employed by the District.
- f) The District reserves the right to declare whether any open or new position shall be filled by a promotional or entrance examination. If an entrance examination is selected, it would be open to both qualified employees and non-employees.



**Fire Apparatus Operator/Engineer** – Candidates for promotional consideration to the rank of Fire Apparatus Operator/Engineer shall possess the following minimum qualifications:

- a) Possession of the qualifications of firefighter EMT-basic (as outlined in 8.2 above) or fire fighter paramedic (as outlined in 8.2 above).
- b) Three (3) years of current fire service with the McMinnville Fire District.
- c) Successful completion of Department of Public Safety Standards and Training (DPSST) for Fire Fighter 1 and 2, and NFPA Apparatus Equipped with Fire Pump (Pumper).
- d) Completion of the Career Development program for Fire Apparatus Operator/Engineer.

**Fire Captain** - Candidates for promotional consideration to rank of Fire Captain shall possess the following minimum qualifications:

- a) Possession of the qualifications of firefighter EMT-basic (as outlined in 8.2 above) or fire fighter paramedic (as outlined in 8.2 above).
- b) Three (3) years of service with the McMinnville Fire District.
- c) Possession of Department of Public Safety Standards and Training for Fire Fighter 1 and 2 or equivalent.
- d) Completion of the McMinnville Fire District Career Development program for Fire Captain.

**Fire Battalion Chief** – Candidates for promotional consideration to rank of Fire Battalion Chief shall possess the following minimum qualifications:

- a) Completion of three (3) years in the classification of Fire Captain, Fire Captain AIC, or higher rank, with the McMinnville Fire District
- b) Possession of Department of Public Safety Standards and Training for Fire Fighter 1 and 2 or equivalent.
- c) An associate degree, or equivalent, from an accredited college or university.
- d) Possession of current Oregon Emergency Medical Technician-Basic (EMT-B) certification or higher.

#### **8.4 Entrance Applications**

All applications must be made on official District application forms completed as directed on or before the closing date and time specified in the examination announcement. Supporting documentation must be submitted with completed applications for the award of Veteran's preference points.

Each application must be signed by the applicant and such a signature constitutes a certification that all information contained therein is true to the best of the applicant's knowledge. The Commission may conduct pre-employment investigations to verify the past employment record and to obtain other information relating to the qualifications of the applicant.

#### **8.5 Admission of Entrance Examinations**

Each candidate whose application has been accepted for an examination shall be notified at least ten (10) calendar days in advance of the examination by e-mail or personal service of the time and place of the examination, and such notice shall be the applicant's authorization for admission. Exceptions to this time frame may be granted by the Fire Chief for extenuating circumstances.

No person shall be permitted to take an examination without such authorization or other satisfactory evidence of the acceptance of the applicant's application. Any applicant whose application has been accepted but who, because of illness or other good cause, is unable to appear may, at the discretion of the Chief Examiner, be given the examination at a later date.

#### **8.6 Disqualification of Applicants**

The Chief Examiner and the Fire Chief may reject the application of any person for admission to an entrance or promotional examination or decline to examine any applicant who:

- a) Is found to lack the minimum qualifications as announced in the public notice.
- b) Is found to be unfit because of their previous employment or driving record or for other reasons reflecting discredit of the applicant.
- c) Is determined to have engaged in dishonesty of any type during the application or examination process including, but not limited to, making any false statement, representation, or misrepresentation.
- d) Has pled guilty, no contest, or been convicted of a crime of moral turpitude.
- e) Has previously been discharged from public service for misconduct, including receipt of a bad conduct or dishonorable discharge from the armed forces of the United States.
- f) Has used or attempted to use political pressure or bribery to secure an advantage in testing or appointment.
- g) Has taken the same examination within the six (6) month period preceding the examination date
- h) Has otherwise violated the provisions of these Rules.

Promotional applicants may be refused an opportunity to take any examination and eligible applicants may be refused certification or may be removed from the eligibility list as determined by the Fire Chief for the following reasons:

- a) Failure to meet the standard published requirements for the class for which application is made
- b) Failure to furnish true statements of material facts
- c) Practice or attempted practice of fraud or deception in connection with filing of application
- d) Failure of the applicant, after notification, to promptly be present at the time and place designated for any portion of the examination.

### **8.7 Examination Administration**

Written and/or performance examinations shall be conducted in such places as necessary for the reasonable convenience of applicants within the practical limits for proper administration and control. The Chief Examiner shall designate the number of examiners necessary to conduct examinations and provide them with instructions. The Chief Examiner may also arrange for the use of public buildings in which to conduct these examinations.

### **8.8 Frequency of Examinations**

- a) At a minimum, entrance examinations shall be given at least every (24) months.
- b) Promotional examinations shall be given when a vacancy exists or is projected to exist within six (6) months, and the list will be valid for twelve (12) months.

### **8.9 Identity of Candidates**

The identity of persons taking written examinations shall not be disclosed to examiners except when conditions of anonymity are impractical.

### **8.10 Open-Continuous Examinations**

Open-continuous job postings will only be used in extenuating circumstances when necessary to meet continuing requirements for filling positions and must be approved by the Fire Chief. The closing date for any test may be indefinite, and the applicants may be tested continuously in such a manner and at such times and places as the Chief Examiner may provide. A closing date for an open-continuous test may be set at any time by giving public notice at least two (2) weeks prior to the effective date. Advertisements for open-continuous jobs will be revised at least every three (3) months.

### 8.11 Postponement or Cancellation of Examinations

In the event a sufficient number of qualified applicants have not made an application for any test, the Chief Examiner may postpone the last filing date, or cancel the test. In such a case, written notice shall be given to the applicants and appointing authorities concerned.

### 8.12 Character of Examinations

- a) Tests shall be job-related and competitive and must be designed to determine the qualifications, fitness, and ability of the candidate to perform the duties of the Class for which a list is to be established.
- b) Tests may be written, oral, physical, and/or tactical in the form of demonstration of a skill, and evaluation of training and experience, or any combination of such types.
- c) Tests may take into consideration education, experience, aptitude, capacity, knowledge, character, physical fitness, length, and quality of service, and other qualifications to determine the relative fitness of the candidates and shall not be related to political or religious preference.
- d) Applicants selected for appointment may be required to pass a physical examination administered by a licensed physician.

### 8.13 Promotional Examinations Procedures

Promotional examinations will include the following procedures at a minimum:

#### Engineer:

- a) Pumping Operation: A skills evaluation involving the pumping of water from one of the department apparatuses in a scenario format will be performed. The scenario will be conducted by the Training Officer and/or a current Apparatus Operator of McMinnville Fire District.
- b) Road Driving Course: A skills evaluation of driving and handling of a fire apparatus during normal driving conditions will be performed. Two evaluators assigned by the Fire Chief will be present in the vehicle or just outside to observe and evaluate the applicant's performance on the road course.
- c) Cone Course Operation: A skills evaluation of driving and handling of a fire apparatus on a cone course during normal driving conditions will be performed. Two evaluators assigned by the Fire Chief will be present in the vehicle or just outside to observe and evaluate the applicant's performance on the cone course.
- d) Written Examination: A written examination relative to the position will be administered by the Chief Examiner or designee. The examination will contain questions from an identified list of resources. These resources will be available to all applicants.
- e) The top scoring applicant will be offered placement into the position based on the following weighting of tests:
  - a. Pumping Operation: 50%
  - b. Road Driving Course: 20%
  - c. Cone Course Operation: 20%
  - d. Written Examination: 10%

#### Fire Captain:

- a) Tactical Assessment: The tactical scenario will consist of at least one scenario depicting an emergency situation that will need to be managed using the Incident Command System.
- b) Scenario Roleplay: The role play will consist of at least one real life administrative scenario that an officer will need to manage using policies and procedures as well as laws and other rules to successfully manage the scenario. This could include oral and written means to manage the scenario.

- c) Written Examination: A written examination relative to the position will be administered by the Chief or their designee. The examination will contain questions from an identified list of resources. These resources will be available to all applicants.
- d) The top scoring applicant will be offered placement into the position based on the following weighting of tests:
  - a. Tactical Assessment: 50%
  - b. Roleplay: 30%
  - c. Written Examination: 20%

#### Fire Battalion Chief:

- a) Tactical Assessment: The tactical scenario will consist of at least one scenario depicting an emergency situation that will need to be managed using the Incident Command System.
- b) Scenario Roleplay: The role play will consist of at least one real life administrative scenario that an officer will need to manage using policies and procedures as well as laws and other rules to successfully manage the scenario. This could include oral and written means to manage the scenario.
- c) Chief's Interview: The Fire Chief and/or their designee will conduct interviews and provide scores for all qualified applicants.
- d) Written Examination: A written examination relative to the position will be administered by the Chief or their designee. The examination will contain questions from an identified list of resources. These resources will be available to all applicants.
- e) The top scoring applicant will be offered placement into the position based on the following weighting of tests:
  - a. Tactical Assessment: 50%
  - b. Scenario Roleplay: 20%
  - c. Chief's Interview: 20%
  - d. Written Examination: 10%

### **8.14 Scoring of Promotional and Entrance Examinations**

In each part of the examination process, a minimum score of at least 70% in each section is required to be placed on an eligibility list.

- a) The final point total of each applicant shall be determined by adding the score on each test component.
- b) Point values for each portion of the examination will be established prior to posting the examination.

If two or more candidates receive the same final score, placement on the list will be determined as follows:

Entrance examinations: If two or more applicants receive the same final score, placement on entrance eligibility lists will be determined by the date and time the application was received.

Promotional examinations: If two or more candidates receive the same final score on a promotional examination, the name of the applicant with the earliest seniority date shall be placed higher on the list.

### **8.15 Notification of Examination Results**

The scoring of each test shall be completed and provided to each applicant within seven (7) calendar days. Each person may, during the immediate ten (10) calendar days, review their examination results and file an appeal with the Chief Examiner. Examination results may be reviewed during regular business office hours of the District at a mutually agreed upon time. The right to review examination documentation is limited to the applicant, Fire Chief, Chief Examiner, and Civil Service Commissioners. The union will have the right to review examination documentation for represented positions. No correction shall invalidate any appointment previously made from the list.

The resulting list will be established as soon as practical. Each person competing in an examination shall be given notice of their final placement on the list.

#### **8.16 Preference for Veterans**

Veterans' preference will be accorded as provided by Oregon Revised Statutes (ORS 408.225 - 408.235).

#### **8.17 Volunteer and Current Employee Preference**

In all competitive entrance examinations, preference status shall be given to all active McMinnville Fire District volunteer firefighters and current employees who have served a minimum of eighteen (18) months in good standing.

Volunteers and current employees that meet District requirements shall qualify for an increase in their score of five percent (5%) of the total points available providing a passing grade has been received prior to the preference points being added.

All such points shall be added to the total combined passing score of the individual and shall not be allocated to any single part of the examination.

## Rule 9 – Lists

### 9.1 Establishments of Lists

The Chief Examiner shall establish and maintain lists of eligible candidates necessary to provide an adequate supply of qualified candidates for positions in the classified service. Lists shall be established by class of employment and shall be District-wide in application.

### 9.2 Kinds of Lists

- a) Entrance List. An entrance list shall be established for such class of positions to be filled on an entrance basis and shall consist of the names of all the people who have passed the entrance test for that class.
- b) Promotion List. A promotion list shall be established for each class or position to be filled on a promotional basis and shall consist of the names of all the people who have passed a promotional exam for the Class.

### 9.3 Order of Names on Lists

- a) Entrance Lists
  - i. Laid-off employees. Each entrance list shall be led by the names of people who have been regular employees and who were laid off from a position in that class through no fault of their own. The order of names of laid off employees shall be in inverse order of the date of their layoff. All laid-off represented employees will follow the procedures outlined in the collective bargaining agreement.
  - ii. Employment rehires. Employees who have left the organization in good standing within the last twelve (12) months, may make a written request to the Fire Chief for placement on an eligibility list. The employee must meet the minimum requirements for the position and must have successfully completed probation prior to the employee's resignation. If authorized, the employee may be placed on the list following any laid-off employees.
  - iii. Eligible Employees. Following the names of laid-off employees, names of eligible applicants shall be placed on lists in the order of their final earned ratings plus any internal, volunteer, and veteran's preference credits to which they may be entitled. Where ties exist, names shall be arranged in order of the candidate whose application was received first.
- b) Promotion Lists
  - i. Demoted Employees. Each promotion list shall be led by the names of persons who have been regular employees and who were demoted or reclassified to a lower classification from a position in that classification through no fault of their own. The order of names of demoted employees shall be in inverse order of the date of their demotion.
  - ii. Eligible Employees. Following the names of demoted employees, names of eligible applicants shall be placed on lists in the order of their final earned ratings. Where ties exist, names shall be arranged in order of the candidate whose application was received first.

### 9.4 Duration of Lists

- a) Entrance: An eligibility list remains in effect for one (1) year unless it has been exhausted or abolished. The duration of eligibility on an entrance list resulting from a layoff is limited to not more than twenty-four (24) months from the date of separation from the District. All laid-off represented employees will follow the procedures outlined in the collective bargaining agreement.
- b) Promotional: An eligibility list will be established when there is a vacancy or a projected vacancy within six (6) months and will remain in effect for one (1) year unless it has been exhausted or abolished.

The Fire Chief or Chief Examiner, after consultation with the Commission, may abolish a list for reasons consistent with the principles of merit (examples include cheating, discrimination, or other unfair practices),

the needs of the District if fewer than the required qualified eligibles are available or when a new list is established.

### **9.5 Removal of Names from Lists**

The Chief Examiner may remove a name from a list permanently or temporarily for any of the following reasons:

- a) Certification and appointment of an applicant from the list to fill a permanent position.
- b) Certification and appointment to fill a permanent position with the same or higher salary range from a different list. However, any applicant whose name is so removed may have it restored by making a written application to the Chief Examiner.
- c) Failure to respond within five (5) calendar days to a written inquiry of the Chief Examiner or Fire Chief relative to availability for appointment.
- d) Refusal of offer of an appointment without adequate explanation.
- e) Failure to report for duty within the time specified by the Fire Chief.
- f) Expiration of the term of eligibility on the list.
- g) Willful violation of any rules of the provisions of the Civil Service Rules.
- h) Failure to maintain current contact information with the commission as evidenced by the return of properly addressed unclaimed letters or other evidence.
- i) Separation from District service.
- j) Upon findings by the Chief Examiner that the person is not qualified to perform the duties of the Class.
- k) Upon findings by the Fire Chief and concurrence by the Commission that the person is not qualified to perform the duties of the Class.
- l) Upon request of the eligible applicant to have their name removed.
- m) The individual has pled guilty, no contest or been convicted of a crime of moral turpitude (including but not limited to crimes involving dishonesty, breach of ethics, breach of public trust, etc.) or other offense relevant to the position for which the individual is applying, after being placed on the list.

Any person whose name is removed from the list shall be promptly notified by the Chief Examiner of the reasons for such removal.

### **9.6 Restoration of Names to List**

An eligible person whose name is removed from a list may make a written request to the Chief Examiner for restoration of their name to the list. The request must be within ten (10) calendar days and specify the reasons for the requested restoration. The Chief Examiner, subject to appeal to the Commission, shall determine whether evidence submitted justifies approval of the request.

### **9.7 Availability of Eligible Entry Applicants**

It shall be the responsibility of eligible applicants to notify the Commission, in writing, of any changes in contact information, or other changes that may affect availability for employment. However, the Chief Examiner may from time to time circularize lists or use other methods to determine current availability of eligible applicants.

## **Rule 10 – Certification and Appointment**

### **10.1 Appointing Power**

The District Board of Directors designated the Fire Chief as its appointing power for filling vacancies in Civil Service positions within the District. As the appointing power, the Fire Chief is authorized to appoint individuals to Civil Service positions as outlined in these Rules.

The District is an equal employment opportunity employer and does not discriminate against any qualified applicant on the basis of race, national origin, age, gender, religion, political affiliation or other status protected by applicable law. All appointments will be made based upon the District's evaluation of merit, efficiency, and fitness for the vacant position.

### **10.2 Employee Transfers**

#### Transfers

The Fire Chief may transfer employees from any Civil Service position to any similar Civil Service position within the same classification at any time at their discretion. Such transfers may occur within the same division or organizational unit, or to positions within any other division or organizational unit within the District.

#### Demotions

Voluntary, non-disciplinary demotions will be treated as transfers under these rules. Employees who wish to voluntarily demote to a position in a lower rank (including in cases of layoff) may make a written request to the Fire Chief for the demotion prior to the posting of a competitive process for that position. Any employee wishing to voluntarily demote must have previously held the position. If they have not previously held the position they must test for the open position to be considered for the demotion.

However, except when required by an applicable collective bargaining agreement, employees wishing to voluntarily demote will not be permitted to bump any other employee out of a position. The Fire Chief may grant or deny the demotion at their discretion based upon the needs of the District.

If a transferred employee is covered by the terms of a current collective bargaining agreement, the District will comply with any applicable terms of that agreement relating to the transfer. Likewise, any employee covered by the terms of a current collective bargaining agreement must comply with the provisions of that agreement when exercising bumping or other layoff, transfer or voluntary demotion options.

### **10.3 Temporary Appointments**

- a) The Fire Chief may appoint a temporary relief employee at their discretion to fill a vacant promotion position if: 1) there are no candidates on the applicable entrance or promotion list, and 2) the appointment to the position does not exceed 180 days in any calendar year.
- b) For employees and positions covered by a current collective bargaining agreement, the District will comply with any applicable terms of the collective bargaining agreement in making temporary appointments.



## **Rule 11 – Probationary Period**

### **11.1 Purpose**

A probationary period is an integral part of the examination process. It shall be utilized as an opportunity to observe the employee's work, to provide special training, to assist the employee in adjusting to the new position, and as an aid in making a decision to reject any employee whose work performance or personal conduct is unsatisfactory.

### **11.2 Duration**

Entrance level employment in non-represented positions is subject to a probationary period of twelve (12) consecutive months of actual service. Entrance level employment in represented positions is subject to a probationary period as defined in the collective bargaining agreement. Represented employees promoted to a new Class are subject to a probationary period as defined in the collective bargaining agreement. Non-represented employees promoted to a new Class are subject to a probationary period of twelve (12) months. In determining such service, absences lasting longer than five (5) consecutive working days shall not be included.

### **11.3 Dismissal During Entrance Probationary Period**

At any time during the entrance probationary period, the Fire Chief may terminate the appointment of the person certified if, during any performance test thus afforded, upon observation or consideration of the performance of duty, the appointed person is found unfit or unsatisfactory. The Fire Chief shall notify the employee and the Commission in writing of any such termination of employment. Such an action by the Fire Chief is not subject to appeal.

### **11.4 Unsatisfactory Performance During Promotional Probationary Period**

At any time during the promotional probationary period, the Fire Chief may terminate the promotional appointment of the person certified if, during the performance of duty, the person is found unfit or unsatisfactory, and who fails to qualify in the new position for reasons other than misconduct or delinquency, and who was a regular employee immediately prior to this promotional appointment, shall be reinstated to the employee's former position. The Fire Chief shall forthwith notify the employee and the Commission, in writing, of any such termination of a promotional appointment. The appointed employee shall have the right to revert to a position in the last held regular class.

### **11.5 Regular Status**

If no action is taken by the Fire Chief to terminate or reduce in rank a probationary employee during the probationary period, the employee shall be deemed to have satisfactorily completed the probationary period and the appointment shall be considered to be regular at the end of the specified period of time.

### **11.6 Removal from Eligibility List Entrance Employee**

If an appointment is not made "regular" because of the District's dissatisfaction with the employee's performance during the probationary period and the employee is terminated or reduced in rank, the employee's name shall be removed from the eligibility list for the position.

## **Rule 12 – Disciplinary Action**

### **12.1 Application**

Except for newly hired probationary employees, this rule and the processes described herein do not apply to members of a bargaining unit covered by a Collective Bargaining Agreement. Discipline for represented employees are subject to the just cause standard in the collective bargaining agreement.

### **12.2 Tenure of Employment**

No employee of the District who shall have been regularly appointed or inducted into Civil Service under the provisions of these rules shall be suspended without pay, demoted, or discharged except for cause.

### **12.3 Definitions of Disciplinary Actions**

- a) Dismissal - The termination of an individual's employment from the fire service for cause and would not include resignations, retirement, or layoff.
- b) Demotion - The downward movement of an employee who has attained career status from a position obtained because of a Civil Service examination to a lower rank or position, which is filled by Civil Service examination.
- c) Suspension Without Pay - The temporary removal of an employee from duty without compensation for a stated period of time.
- d) Reduction in Pay - The reduction to a lower rate-of-pay step for the same position during a stated period of time.
- e) Withdrawal of Special Privileges - The temporary removal of some privilege which has been previously granted, which applies to a position or rank, and which is withdrawn for cause as a disciplinary action. This does not include withdrawal of privileges for reasons not related to discipline.
- f) Written Reprimand - A written document warning an employee that the employee's actions or inactions did not comport to expectations.
- g) Oral Reprimand - A verbal warning to an employee that the employee's actions or inactions did not comport to expectations.

### **12.4 Cause for Disciplinary Action**

"Cause" for demotion, disciplinary suspensions without pay or disciplinary reductions in pay and disciplinary discharge Of covered employees includes:

- a) Incompetency,
- b) Inefficiency,
- c) Inattention to duty,
- d) Dereliction of duty,
- e) Dishonesty of any type (including false or deliberately misleading information or omissions from employment application),
- f) Intemperance,
- g) Violation Of the District's Drug and Alcohol policy,
- h) Insubordination,
- i) Discourteous treatment of the public or coworkers,
- j) Immoral conduct,
- k) Any plea of guilty or no contest, or conviction of crimes of moral turpitude (such as crimes involving dishonesty) or other crimes related to the ability to perform job duties,
- l) Repeated or serious violations of the District's policies or standards of employee conduct,
- m) Any willful failure of good conduct tending to injure the public service, and/or
- n) Any other just cause for discipline arising from acts or omissions by an employee of the District.

Any action, which reflects discredit upon the service or is a direct hindrance to the effective performance of District functions, shall be considered cause for disciplinary action. Such cause shall also include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, the willful giving of false information or withholding information with intent to deceive when making application, or willful violation of published District rules, the law, or these Rules.

No person shall be dismissed, demoted, suspended without pay or deprived of special privileges for political, racial, or religious reasons.

Nothing herein prohibits the Fire Chief from using lesser forms of punishment or administrative action, including oral and written reprimands and suspension with pay to which this Rule does not apply.

#### **12.5 Actions not Subject to Civil Service Review**

Disciplinary action that does not result in suspension without pay, demotion, termination, or other loss of benefit shall not be subject to these Rules. Specifically, this includes, without limitation, suspensions with pay, oral or written reprimands, or the equivalent thereof, and layoff or demotion for non-disciplinary reasons, including budget restraints, reorganization, or lack of work.

#### **12.6 Procedure for Taking Disciplinary Action**

If disciplinary action covered by this Rule is to be taken against an employee, it should be done in a manner that will not unduly embarrass the employee before other employees or the public. For all forms of disciplinary action, the supervisor should follow established District procedures and should keep the Chief fully informed of any action taken. When it is necessary to suspend without pay, discharge, demote or deny special privileges to an employee, the following steps shall be taken:

- The supervisor shall prepare a written statement of the reason(s) for the proposed disciplinary action, stating dates, location, rules and regulations violated, and particular actions, if appropriate. The statement should include previous oral and/or written warnings given to the employee. The statement should be delivered to the Chief for review and necessary action.
- After a review of the supervisor's statement, the Chief shall present the employee with the information provided by the supervisor and outline to the employee any investigation to be made and the disciplinary action being considered by the Chief. The Chief should give the employee a reasonable opportunity to respond in person or in writing to the supervisor's statement before action is taken. If the employee requests a hearing with the Chief, the employee may choose to be represented by any person.
- If, after the employee has responded, the Chief still believes disciplinary action is appropriate, the Chief should prepare a letter outlining the course of action to be taken.
- The Chief shall notify the employee by certified mail, or if possible, by hand delivering the letter and the personnel action form. A copy of the notice should be provided to the Civil Service Commission.

## **Rule 13 – Appeals, Investigations, and Hearings**

### **13.1 Appeals Related to Civil Service Exams and Hiring**

Applicants who want to appeal their final exam rating may do so within ten (10) calendar days of the date the test results are mailed by sending a written notice of appeal to the Chief Examiner. The notice of appeal must provide a detailed explanation of why the applicant believes the rating is incorrect. The Chief Examiner will review the rating and correct the rating if an error is found. Corrections will be prospective only; no correction will invalidate any appointment previously made from the list.

Applicants whose names are removed from an entrance or promotion list (Other than due to the expiration or cancellation of the list as outlined in these rules), may appeal within ten (10) calendar days of the date the notice is mailed by sending a written notice of appeal to the Chief Examiner. The appeal must request restoration to the List and must include a detailed explanation of why the applicant should be restored to the List as well as any supporting documentation. The Chief Examiner will review the information and provide a written decision. Applicants who are still not satisfied after receiving the Chief Examiner's decision may appeal to the Commission within ten (10) calendar days from the date the decision is mailed.

The written appeal to the Commission must include a copy of all material provided to the Chief Examiner, the Chief Examiner's decision, and a detailed explanation of why the applicant believes the Chief Examiner's decision is incorrect. The Commission will investigate and issue a written decision within thirty (30) calendar days.

### **13.2 Appeals of Demotions, Reductions in Pay, Suspensions Without Pay, or Discharges**

Employees in Civil Service positions may appeal disciplinary demotions, reductions in pay, suspensions without pay, and discharges only as outlined in these Rules. Lesser forms of discipline are not subject to appeal under these Rules.

- a) Union Employees. All probationary and regular employees whose employment is governed by the terms of a current collective bargaining agreement and who want to appeal a demotion, reduction in pay, suspension without pay or discharge decision must use the grievance and arbitration procedure outlined within their collective bargaining agreement. Such employees do not have appeal rights under these rules unless they waive, in writing and in a timely manner, all rights granted to them to appeal such decision under the current collective bargaining agreement, including acceptance of such waiver by an authorized bargaining unit representative.
- b) Non-union Employees. Regular non-union employees in Civil Service positions who have been demoted, reduced in pay for discipline, suspended without pay or discharged may appeal those forms of discipline to the Commission. Non-union employees in their initial probationary period do not have appeal rights under these rules, regardless of the form of discipline. During their probationary period, promoted non-union employees have appeal rights under these rules for the referenced actions, except demotion.

All appeals under this section must be made in writing and must be filed with the Commission chair within ten (10) calendar days after the effective date of the demotion, disciplinary reduction in pay, suspension without pay or discharge. In order to be considered by the Commission, written appeals must include:

- a) A detailed explanation of the facts leading up to the discipline and the reasons why the employee believes the disciplinary action was improper,
- b) The names of all relevant witnesses, and
- c) A copy of all materials and documentation supporting the complaint.

### 13.3 Disciplinary Hearings

- a) Procedure. Commission hearings on appeals from disciplinary action shall be open to the public and informal. Both the employee and the Fire Chief shall be given written notification of the time and place of a hearing at least ten (10) calendar days in advance and shall have the right to have subpoenas issued by the Commission, present witnesses, and give evidence before the Commission. Appeals from disciplinary action related to represented employees will follow the procedures outlined in the collective bargaining agreement.
- b) Subpoenas and Records. The Commission has power to administer oaths, subpoena witnesses and compel the production of books and papers pertinent to any investigation or hearing authorized by law. The Circuit Court, on petition of the Commission shall compel obedience of any person who fails to appear in response to a subpoena or to answer any question or produce any books or papers pertinent to such investigation or hearing and shall punish refusal to obey subpoena or to testify pursuant to a subpoena issued from the Circuit Court.
- c) Witness Fees. Every person served with a subpoena requiring attendance before the Commission shall be entitled to the same fees and mileage as are allowed by law to witnesses in civil suits and actions, except that no person shall be entitled to any fees or mileage who is employed in the Public Service or political subdivision to which they are called as a witness. The fees and mileage allowed by this section need not be prepaid, but the Board of Directors for the District shall provide for payment thereof when certified by the Commission.
- d) Conduct of Hearings. A hearing before the Commission is intended solely for the purpose of receiving evidence either to refute or to substantiate specific charges which the Commission has been requested to examine. It shall not be made an occasion for uttering irresponsible accusations, attacking the character or conduct of an employer or employee or making other derogatory comments having no bearing on the charges under investigation. The Commission in conducting such hearings is not bound by the standard Rules of Evidence.
- e) Counsel or Representative. In appealing a disciplinary action to the Commission, an employee is not required to have counsel. The appellant may examine and cross-examine witnesses, make statements, summarize testimony, and otherwise conduct a hearing. An employee may choose to be represented by counsel or other person. Represented employees will be afforded their Weingarten Rights.

### 13.4 Commission Findings

If, after receiving evidence presented in a hearing on disciplinary actions, the Commission finds the complained-of action taken by the Fire Chief was made in good faith for cause, the Commission may affirm or modify the action. If the Commission finds that the complained-of action taken by the Fire Chief was not made in good faith or cause, the employee shall be reinstated to the previous position and shall not suffer any loss of pay or status. The Commission, in lieu of affirming the disciplinary action, may modify the order as the circumstances may warrant. The action of the Commission shall be certified in writing to the Fire Chief who shall put it into effect. All other findings of the Commission resulting from any hearing on complaints or suggestions normally shall be in the form of recommendations. Commission findings will be issued within thirty (30) calendar days of the conclusion of the hearing.

### 13.5 Appeal to Circuit Court

Any decision of the Commission affecting any regular employee or employees may be appealed to the Circuit Court of Yamhill County, Oregon in accordance with ORS 242.804.

## **Rule 14 – Records and Reports**

### **14.1 Roster**

The Chief Examiner shall establish and maintain a roster of all employees in the Classified Service showing for each employee the class, title, assignment, salary rate, date of employment, and such other employment data as is deemed pertinent.

### **14.2 Reports to the Commission**

Every appointment, transfer, promotion, demotion, dismissal, change of salary rate, leave of absence without pay, or other temporary or permanent change in the status of classified employees shall be reported to the Chief Examiner in writing on such forms as the Commission may require.

### **14.3 Destruction of Records**

Records, other than examination papers, may be destroyed after four (4) years. Original examination papers shall be retained for four (4) years after which time they may be electronically preserved.

### **14.4 Public Records**

Except for examination materials, service ratings, personal history, veteran preference, and other confidential papers as may be specified in these rules or by action of the Commission, records of the Commission shall be public records as defined in Oregon Revised Statutes. Such records shall be open to inspection by the public during regular business hours in accordance with such procedures as the Commission may provide.

## **Rule 15 – Prohibitions and Penalties**

### **15.1 Prohibited Conduct Generally**

No person shall:

- Alone or in cooperation with one or more persons, defeat, deceive or obstruct any person in respect to the right of that person of examination or registration according to the regulations prescribed by the Commission under these Civil Service Rules.
- Falsely mark, grade, estimate or report upon the examination or proper standing of any person examined, registered, or certified pursuant to these Civil Service Rules, or aid in so doing, or make any false representation concerning the same or concerning the person examined.
- Furnish to any person any special or secret information for the purpose of either improving or injuring the prospects or chances of any person so examined, registered, or certified or to be examined, registered, or certified.
- Impersonate any other person to permit or aid in any manner any other person to impersonate the individual in connection with any examination or registration or application or request to be examined or registered.

### **15.2 Political Contributions and Activities**

No person holding any position subject to civil service is under any obligation to contribute to any political or religious fund or to render any political service to any person or party. No person shall be removed, reduced in grade or salary or otherwise prejudiced for refusing to do so. No person shall discharge, promote, demote or in any manner change the official rank, employment, or compensation of any person subject to civil service or promise or threaten to do so for giving, withholding, or neglecting to make any contribution of money or services or any other valuable thing for any political, racial, or religious purpose.

The Commission shall prohibit persons subject to civil service from furthering the cause of any candidate for nomination or election to the governing body of the political subdivision by which they are employed.

### **15.3 Penalties**

Willful violation of any of the provisions of ORS 242.720, 242.738, 242.768, 242.772, 242.792, 242.822 and 242.824 is a misdemeanor.

## **Rule 16 – Conflict in Applicable Rules**

In the event of a conflict between a provision of these Rules and a collective bargaining agreement covering the employment of an employee of the district, the provisions of the collective bargaining agreement shall apply.



## Adoption of Rules

These Rules are formally adopted by the Civil Service Commission of McMinnville Fire District with an effective date of \_\_\_\_\_.

By Commissioners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Attest: \_\_\_\_\_