

**MISSION STATEMENT: TO PROVIDE A SAFE, HEALTHFUL AND SOUND ECONOMIC ENVIRONMENT,
PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE**

**AGENDA
CITY COUNCIL - CITY OF ONTARIO, OREGON
Monday, August 17, 2015, 7:00 p.m., M.T.**

- 1) Call to order**
Roll Call: Norm Crume _____ Tessa Winebarger _____ Charlotte Fugate _____ Thomas Jost _____
Larry Tuttle _____ Betty Carter _____ Mayor Ron Verini _____

2) Pledge of Allegiance

This Agenda was posted on Wednesday, August 12, 2015. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) Motion to adopt the entire agenda

4) Consent Agenda: Motion Action Approving Consent Agenda Items

- A) Approval of Minutes of Regular Meeting of 08/03/2015 1-3
B) Approval of the Bills

5) Department Head Updates: Thursday

- 6) Public Comments:** Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

7) Presentation:

- A) Photo Red Light Enforcement: *Chief Mark Alexander*

8) Old Business

- A) Resolution #2015-142: Allowance for Bad Debts and Write Offs Policy 4-7

9) New Business

- A) Bid Award: Wastewater Collection System Improvements 8-9
B) Bid Award: Aquatic Center Survey Company 10
C) CH2M HILL Amendment No. 1 (also handout 9B) 11-14
D) FAA Application for Federal Assistance 2015 - Ontario Airport Projects (also handout 9C) 15
E) Ordinance #2705-2015: OMC 7-1-1,4: Nuisance and Health Regulations (1st Reading) 16-21
F) Ordinance #2706-2015: Renew Cascade Gas Franchise Agreement 22-30
G) City Manager Vacancy Discussion

10) Hand-Outs/Discussion Items

- A) July Department Stats: OPD, OFR
B) Minutes: PWC (05/12/15); County Court (7/22/15; 8/5/15)
C) DRAFT Resolution re: Code Enforcement Fees
D) DRAFT HazMat Contract (also handout 10D)
E) Financials

11) Correspondence, Comments and Ex-Officio Reports

12) Executive Session: ORS 192.660(2)(h)

13) Adjourn

ONTARIO CITY COUNCIL MEETING MINUTES

Monday, August 3, 2015

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Monday, August 3, 2015, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Charlotte Fugate, Betty Carter, and Larry Tuttle. Tessa Winebarger and Thomas Jost were excused.

Members of staff present were Tori Barnett, Larry Sullivan, Marcy Siriwardene, Pete Morgan, Mark Alexander, Dan Cummings, Kari Ott, and Cliff Leeper. The meeting was recorded, and copies are available at City Hall.

Norm Crume led everyone in the Pledge of Allegiance.

AGENDA

Charlotte Fugate moved, seconded by Betty Carter, to adopt the Agenda as amended on Thursday. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-out; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 5/0/2.

CONSENT AGENDA

Councilor Crume recused from voting on the Consent Agenda as his business had a payment on the bills.

Betty Carter moved, seconded by Larry Tuttle, to approve the Consent Agenda item A: Approval of Minutes of Regular Meeting of 07/20/2015; Item B: Resolution #2015-140: Receive/Expend Donation to C.O.P. Program; and Item C: Approval of the Bills. Roll call vote: Crume-abstain; Winebarger-out; Fugate-yes; Jost-out; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 4/0/2/1.

OLD BUSINESS

Ordinance #2703-2015: Amend 10A and 10B of Planning and Zoning Code; Define Utility Facility; Permit a Utility Facility as a Conditional Use in AD Zone; Increase Rear and Side Yard Set-Backs to Meet Current Fire Code; Amend Notice Timeframe to DLCD (Final Reading)

Dan Cummings, Planning/Economic Development Director, presented.

Chapter 10B-15-05 allowed the initiation of zoning and development code amendments by the City Council or Planning Commission. Staff was directed to prepare certain amendments to the Airport District zone, other housekeeping amendments, and to amend the notice of time for notifying to the Department of Land Conservation and Development. The City of Ontario substantive zoning regulations and administrative requirements were contained in Titles 10A and 10B of the Ontario City Code.

A public hearing was held before the Planning Commission on July 13, 2015 and a favorable recommendation was sent to the Council for approval. The City Council passed Ordinance #2701-2015 on first reading on July 20, 2015.

Betty Carter moved, seconded by Norm Crume, that the City Council adopt **Ordinance #2703-2015: AN ORDINANCE AMENDING TITLE 10A and 10B ("THE ZONING TITLE") OF THE ONTARIO CITY CODE TO ADD A DEFINITION FOR UTILITY FACILITY; PERMIT UTILITY FACILITIES AS A CONDITIONAL USE IN THE AD ZONE; INCREASE REAR AND SIDE YARD SETBACKS TO MEET CURRENT FIRE CODES; AND AMEND NOTICE TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT, on Second and Final Reading by Title Only.** Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-out; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 5/0/2.

NEW BUSINESS

Request Approval for Independent Fee Estimate (IFE) for FY2015 Ontario Airport FAA Airport Improvement Project (AIP) 3-41-0044-012

Pete Morgan, P/T Airport Manager, presented.

An IFE was a requirement by the FAA, as part of the process. An IFE provided an estimated cost for the engineering services related to the FAA project. This estimate was then compared to the estimate that the current airport engineer provided. The two estimates were compared and helped the city negotiate a fair and cost effective contract amount for the engineering services. The city approved IFEs previously in 2009, 2011, and 2013. The approval of the IFE had to be completed before the project could move forward. If the city opted to not approve the IFE the project would not be done.

The cost of the IFE was \$2,500.00, 90% was reimbursable back to the city by the FAA through the AIP Grant process.

Mayor Ron Verini asked how much was paid by the City towards the project.

Mr. Morgan answered that \$2,500 would be due from the City; however 90% would be reimbursed by FAA, so it was truly only \$250.

Charlotte Fugate moved, seconded by Norm Crume, that the City Council authorize the Mayor to sign the Engineering Consulting Service Agreement from Century West Engineering to complete the IFE for FAA Project in the amount of \$2,500.00. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-out; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 5/0/2.

Resolution #2015-141: Approval of Professional Services Contract with Oster Professional Group for fiscal Services, FY16-17

Tori Barnett, Interim City Manager, presented.

An amendment for the FY2015-2016 fiscal services contract had been prepared between the City of Ontario and Oster Professional Group, CPA's, LLP. The initial contract was entered into on April 7, 2014.

The city contracted with Oster Professional Group in April of 2014 to perform fiscal services. The new contract included a 1.5% increase on the prior contract, due to a general Cost of Living Adjustment (COLA). This changed the annual contract from \$72,000 to \$73,080.

Recently, the Accounting Assistant/Payroll Clerk resigned from employment with the city. Council consensus was to add payroll services, month-end closing, journal entries, bank administration, and to provide a staff member on site a minimum of once a week, to the scope of services provided by Oster Professional Group. This increase in the scope of the contract would cost the city an additional \$7,200 annually. The city will be billed \$6,690 per month, which reflected an annual cost of \$80,280.

Norm Crume moved, seconded by Charlotte Fugate, that the City Council adopt **Resolution 2015-141, A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT WITH OSTER PROFESSIONAL GROUP FOR FISCAL SERVICES**. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-out; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 5/0/2.

Resolution #2015-142: Allowance for Bad Debts and Write Off Policy

Kari Ott, CPA, Finance, presented.

The proposed resolution was to establish an Allowance for Bad Debts and Write Offs Policy. The City Council reserved the authority to establish and modify the Financial Policies and Procedures as needed, to bring policies into compliance with current laws and needs of the City of Ontario.

The 2013-2014 Audit noted a deficiency due to a lack of policy for writing off uncollectible utility billing accounts. The proposed policy should remove this significant deficiency from the Audit in that it provided the processes that will be followed in order to write off uncollectible accounts.

A draft of the proposed policy was given to the Council for review at the July 16, 2015 Work Session. The only change subsequent to that draft was the alteration that staff would provide debtor account numbers instead of names to protect privacy. If an account was written off and the customer came back to the city for services, they'd have to provide proof the collection was paid in full, and then also pay a double deposit. She had discovered the omission of one piece of information that needed to be included in the resolution, and suggested tabling this action until the next meeting, allowing her the opportunity to insert the missing data.

Charlotte Fugate moved, seconded by Betty Carter, that the City Council table Resolution #2015-142. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-out; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 5/0/2.

CORRESPONDENCE, COMMENTS, EX-OFFICIO REPORTS

- Councilor Fugate brought up the costs for conducting abatements around the city, and those costs didn't even include the gas used, or the maintenance fees.

Ms. Barnett clarified that those figures also included animal catching/control and some other services, not just weed and/or garbage abatements.

It was determined that three Councillors would meet with the City Manager and the Police Chief to discuss possible changes to the abatement ordinance, and the potential to increase the fees/fines/penalties associated with abatement actions. Councilor Crume, Councilor Carter, and Councilor Fugate volunteered. Ms. Barnett stated she would get the meeting set-up.

- Ms. Barnett said that several Business Registration Applications had been received, about 15 so far.

ADJOURN

Norm Crume moved, seconded by Charlotte Fugate, that the meeting be adjourned. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-out; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 5/0/2.

APPROVED:

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT – OLD BUSINESS
August 3, 2015

TO: Mayor and City Council

FROM: Kari Ott, CPA, Finance Department

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: RESOLUTION #2015-142: A RESOLUTION APPROVING ALLOWANCE FOR BAD DEBTS AND WRITE OFFS POLICY

DATE: July 28, 2015

SUMMARY:

Attached are the following documents:

- Resolution 2015-142
- Allowance for Bad Debts and Write Offs Policy

The proposed resolution was to establish an Allowance for Bad Debts and Write Offs Policy.

BACKGROUND:

The City Council reserves the authority to establish and modify the Financial Policies and Procedures as needed, to bring policies into compliance with current laws and needs of the City of Ontario.

The 2013-2014 Audit had a deficiency noted due to a lack of policy to write-off uncollectible utility billing accounts. The attached policy should remove this significant deficiency from the Audit. It provides the processes that will be followed in order to write off uncollectible accounts.

The council discussed this policy at the July 30, 2015 work session and the August 3, 2015 council meeting. The resolution was tabled until additional information regarding returning accounts that had previously been written off. The attached policy addresses this issue.

PROPOSED MOTION:

Staff recommends approval of Resolution #2015-142.

PROPOSED MOTION:

I move that the City Council approve **RESOLUTION 2015-142, A RESOLUTION APPROVING ALLOWANCE FOR BAD DEBTS AND WRITE OFFS POLICY.**

RESOLUTION #2015-142

**A RESOLUTION APPROVING ALLOWANCE FOR BAD DEBTS
AND WRITE OFFS POLICY**

WHEREAS, the City of Ontario 2013-2014 financial audit had a deficiency for not having an allowance for bad debts and write offs policy; and

WHEREAS, one hundred percent of Utility Billing and other Accounts Receivable are not collectible; and

WHEREAS, the Allowance for Bad Debts and Write Offs needs to be approved and incorporated with the City's Financial Policies.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the Allowance for Bad Debts and Write Offs Policy (attached).

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 17th day of August, 2015, by the following vote:

Ayes: Fugate, Crume, Verini, Carter, Tuttle

Nays: None

Absent: Winebarger, Jost

APPROVED by the Mayor this 17th day of August, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

ALLOWANCE FOR BAD DEBTS AND WRITE OFFS

Policy Statement

The finance department will estimate an allowance for doubtful accounts. The council will approve write offs of uncollectible accounts before accounts are sent to collections.

Reason for Policy

The Allowance for Doubtful Accounts and Write Offs policy is needed to ensure proper accounting for bad debts and write offs.

Definitions

Accounts Receivable – Amounts due to the City for transactions with entities outside the City, excluding “due from” transactions involving inter-agency billings.

Allowance for Doubtful Accounts – An estimate of accounts receivable, or portions of certain accounts receivable, that will not be collected. The estimate is based on past experiences and an analysis of current accounts receivable.

Uncollectible – The amount due that cannot be collected because the debtor either cannot be located, does not have the ability to pay the amount owed, the statute of limitations has run on the account; or the cost of collection exceeds the amount due.

Write-off – To reduce the value of an asset (e.g. accounts receivable) because it is deemed uncollectible.

Procedures

All accounting entries for uncollectible accounts, both the allowance for doubtful accounts and the write-off of uncollectible accounts, will be initiated by the finance department. Analysis will be performed at least annually to identify the sufficiency of the allowance for doubtful accounts and uncollectible.

Allowance for Doubtful Accounts Procedures

The Governmental Accounting Standards Board (GASB) requires that bad debts be treated as a contra-asset account rather than expense for financial reporting purposes. This treatment effectively reduces revenue for accounts that are not probable for collection. In order for that realized revenue to be reflected properly, bad debts must be regularly recognized in the accounts of the City as follows:

1. All uncollectible accounts will be reserved as specific accounts aged and consequently deemed to be uncollectible. Generally accounts aged more than one hundred twenty (120) days from the billing date are potentially no longer probable for collection. Circumstances may arise when specific accounts become uncollectible earlier than one hundred twenty (120) days. The finance department will need to determine which accounts meeting those specifications need to be reserved.
2. The finance department will initiate the transaction to record an allowance for doubtful accounts. The city manager will approve the journal entry prepared by the finance department to create and adjust the allowance account.

Write-Off Procedures

When accounts receivable are ultimately determined uncollectible and due diligence for collection has taken place, the receivable will be sent to collections and written off. When an account is written-off, the accounts receivable account should be credited and the Allowance for Doubtful Accounts should be debited. This eliminates the receivable from the City books. The finance department and city manager will provide the City Council an itemized list of uncollectible accounts to be written off specifying the following:

- Debtor Account;
- Account Balance;
- Due Date;
- Brief Description of receivable type;
- Criteria under which the account was deemed uncollectible.

The City Council will approve all write-offs of uncollectible accounts.

Recoveries

Recoveries of accounts that have been written off shall be recorded as miscellaneous income.

Returning Accounts Previously Written Off

When a utility billing customer with an account previously written off and sent to collections returns to the city for services, the following is required before services will be provided:

- Double deposit.
- Letter showing full payment from the collection agency.

AGENDA REPORT
August 17, 2015

TO: Mayor and City Council

FROM: Betsy Roberts, City Engineer
Dan Shepard, Engineering Technician III

THROUGH: Tori Barnett, City Manager Pro Tem
Cliff Leeper, Director of Public Works

SUBJECT: BID AWARD: WASTEWATER COLLECTION SYSTEM IMPROVEMENTS 2015

DATE: August 10, 2015

SUMMARY:

The wastewater collection system has been evaluated and nine segments in various locations around the city have been identified for replacement. Plans and drawings were made detailing the replacement project. Five of the replacements were bid as either pipe bursting or dig and replace and the other four were bid as dig only. Money was budgeted for replacement of these segments in the amount of \$520,000. Bids were opened August 4, 2015 for the Wastewater Collection System Improvements. Three bids were received, summarized in the below table.

Cascade Pipeline – Meridian Idaho	\$494,032.50
Granite Excavation – Cascade Idaho	\$536,514.55
Titan Technologies – Boise Idaho	\$575,322.00

PROBLEM DISCUSSION:

The apparent low bid submitted for the wastewater improvements is from Cascade Pipeline for \$494,032.50. From the amount left, \$25,967.50, \$1,195.34 went to pay for advertisement of the bid in the Argus Observer, Idaho Statesman and Daily Journal of Commerce. The amount left over, \$24,772.16 will serve as a contingency for the project.

FINANCIAL IMPLICATIONS:

The low bid from Cascade Pipeline Corporation of Meridian, Idaho for \$494,032.50. The budgeted amount for this project is \$520,000.00. Subtracting the bid amount and the cost of advertising the bid, \$1,195.34, there is \$24,772.16 available for contingency.

ALTERNATIVE:

The Council could choose to deny the request to award.

RECOMMENDATION:

Staff recommends City Council award the project to Cascade Pipeline Corporation.

PROPOSED MOTION:

I move the Mayor and City Council award the Wastewater Collection System Improvements 2015 Bid to the apparent low bidder, Cascade Pipeline Corporation of Meridian, Idaho for \$494,032.50

AGENDA REPORT
August 17, 2015

TO: Mayor and City Council

FROM: Charlotte Fugate, City Councilor

THROUGH: Tori Barnett, City Manager Pro Tem

SUBJECT: BID AWARD: AQUATIC CENTER SURVEY COMPANY

DATE: August 11, 2015

SUMMARY:

The Pool Committee has held several meetings, and is now ready to move forward with the market survey, as recommended by the YMCA. This survey will be designed to determine what the community would like to see in its aquatic center, such as if there is interest in a child-care room, or better seating for spectators; do the citizens support a splash park, or would they like to see a concession stand. Bids were solicited, and only two were returned. The apparent low bidder is Moore Information, Inc., who also offers the survey in Spanish.

Moore Information, Inc.	\$14,500
Strategic Research Associates	\$19,500

FINANCIAL IMPLICATION:

The Aquatic Fund can pay for the \$14,500 from line item 125-008-615550 (Contract Services) which has \$36,287 budgeted.

RECOMMENDATION:

The committee recommends the City Council award the bid to Moore Information, Inc.

PROPOSED MOTION:

I move the Mayor and City Council award the Aquatic Center Community Survey Bid to Moore Information, Inc., for \$14,500.

AGENDA REPORT

August 17, 2015

TO: Mayor and City Council

FROM: Tori Barnett, Interim City Manager

SUBJECT: CH2M HILL CONTRACT RENEWAL (WITH HANDOUT 9B)

DATE: August 10, 2015

SUMMARY:

Attached is the following document:

- August, 2015, (Effective July 1, 2015), Amendment No. 1 to the Agreement for Operations, Maintenance, and Management Services between CH2M HILL, and the City of Ontario.

PRIOR COUNCIL ACTIONS:

06/02/2014 Council approved the Agreement with CH2M Hill for FY14-15.

BACKGROUND:

CH2M Hill has requested approval of proposed Amendment No. 1 to the existing Agreement for Operation, Maintenance, and Management Services for the City of Ontario. The initial contract expired June 30, 2015, and the proposed Amendment No. 1 would be retroactive to July 1, 2015.

Staff met with CH2M staff to go over the proposed Amendment, and was given the opportunity to submit requests for additions, deletions, or changes to the existing Agreement. Following that meeting, the issues addressed and/or amended were:

- Clearer verbiage on responsibilities, i.e. “they” became specifically either CH2 or the City, throughout the entire Agreement.
- Appendix A, Section A.6, was deleted in its entirety and replaced with the following: “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Fifteen Thousand Dollars (\$15,000); or (2) Repairs that cost more than Fifteen Thousand Dollars (\$15,000); or (3) expenditures that are planned, non-routine, and budgeted by Owner. shall mean any expenditure for a capital improvement which the City elects to or is required to pay under its Capital Improvement Fund for either new equipment or facilities, or for non-routine expenditures which are planned and budgeted for.
- Section D.7 was added to include the physical address of the Ontario Airport.

- Appendix H, Section H.1, was amended to include the Recreation Building for custodial services.
- A.1.32 has been amended to read “CH2M HILL shall mark all public collection lines and pressure lines ~~according to~~ with a margin of error of 2 feet of each side of the locate, in accordance with the Oregon Administrative Rules, Chapter 852, Division 1, as defined in the Oregon Utilities Coordinating Council Standards Manual.
- A.1.46 has been amended to read ~~fifth (5th)~~ second (2nd) business day, (with regard to responding to work orders for water distribution and meter reading). Any Work Order received after 3:30 p.m. will be considered received on the next business day.
- A.1.57.4 has been added: City and CH2M HILL agree that the Base Fee set forth in Appendix E is based upon an assumption of four (4) major snow events (of two (2) inches or more of snow) per year. In the event that the number of major snow events exceed four (4) events, the Parties agree to negotiate, in good faith, additional compensation.
- A.1.57.5 has been amended, in part, to read: The lane-miles of primary routes ~~is 33.693~~ and secondary ~~snow~~ (collector) routes ~~total 23.877~~ is 41.5.
- A.1.57.6 has been amended to read: Selected residential streets, which shall be mutually agreed upon by CH2M HILL and the City, will be plowed by CH2M HILL when snow accumulation is six (6) inches or more, within a twenty-four (24) period. Residential snow routes total approximately ~~66.63~~ 170 lane miles.
- A.1.57.7 has been amended to read: Stakes are provided or delivered from the City, at no charge, to the disabled and elderly who are unable to clear the berm at their homes. CH2M HILL will clear the driveway at the curb of any residential structure displaying such a stake located on a primary or secondary route, as soon as possible when snow is removed from ~~residential streets~~: such primary or secondary route.
- A.1.64 has been amended to read: Installation and maintenance of traffic signals is currently performed by The State of Oregon Department of Transportation (ODOT). CH2M HILL shall coordinate with ODOT, when requested. CH2M will not be responsible for any damages caused by ODOT or its contractors for performing repairs on or around City traffic signals.
- A.1.67.3 has been added: Any work which requires the certification of a traffic engineer shall not be considered within the scope for this Section 11.1.1 and shall be considered an Out of Scope service.
- A.1.68.5 has been added: Any project requiring an engineering stamp shall not be considered within the scope of this Section B.11.2 and shall be considered an Out of Scope service.

- A.1.84.6 has been deleted: ~~Maintain City's security cameras. Any replacement or repairs of the Camera shall be considered a Repair. Cameras are located at City Hall, WT Plant, WW Plant and the Golf Course as listed in Appendix H.1.~~
- A.1.89.1 has been amended, in part, to read: *CH2M HILL shall* inspect, monitor and manage the work of ~~CH2M HILL's subcontractors~~ *City contractors*, and vendors providing services related to the Services.
- A.1.90.3.2 has been amended, in part, to read: Flower beds and rocked areas ~~must~~ *shall* be sprayed and weeded as necessary *by CH2M HILL*.
- A.1.90.6 has been amended to read: Leaves shall be raked, gathered, and removed from the sites set forth on Appendix H, including all bed areas and between shrubs, *by CH2M HILL* beginning October 15 with timing as mutually agreed to by the City and CH2M HILL until November 15.
- A.1.105 has been amended, in part, to read: Inspect, monitor and manage the work of CH2M HILL's *City's* subcontractors, and vendors providing maintenance services.
- A.1.112 has been removed in its entirety, as it is an exact duplicate of A.1.107 (regarding cemetery operations).
- A.1.113 has been removed in its entirety (regarding accepting payments at the cemetery).
- New Section added regarding *Weed Abatement*:
 - *CH2M HILL shall provide weed abatement services, as directed by the City, on private property which the City has determined are in violation of the City's codes, rules, and regulations.*
 - *CH2M HILL shall be provided with a police escort in performing all work on private property. The police escort shall assess the site prior to a CH2M HILL employee performing weed abatement services on the property, and shall remain with the CH2M HILL employee until all of the abatement work is completed.*
 - *City shall, to the fullest extent allowable by law, indemnify CH2M HILL.*
- New Section added regarding *Municipal Airport Facilities Maintenance*:
 - *CH2M HILL shall perform grounds maintenance for the municipal airport, described in Appendix D.7, including weed abatement of the grounds, mowing, and snow removal.*
- *Appendix B deleted in entirety – replaced by new Appendix B*
- *Appendix E deleted in its entirety – replaced by new Appendix E*

FINANCIAL IMPLICATIONS:

CH2M HILL has requested a 2.90% escalation from the previous contract, which equates to an increase of \$139,183, for a total overall fiscal cost increase of \$4,938,598.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed Amendment.

PROPOSED MOTION:

I move that the City Council approve Amendment No. 1 to the CH2M HILL Agreement for Operations, Maintenance, and Management Services for the City of Ontario, dated August, 2015, and that the Mayor be authorized to execute the Amendment.

AGENDA REPORT

August 17, 2015

TO: Mayor and City Council

FROM: Pete Morgan, Airport Manager

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: **FAA APPLICATION FOR FEDERAL ASSISTANCE FOR FY 2015 ONTARIO AIRPORT FAA AIRPORT IMPROVEMENT PROJECT (AIP) (WITH HAND-OUT 9C)**

DATE: August 11, 2015

SUMMARY:

Attached is the following document:

- Copy of the FAA Application for Federal Assistance for FY 2015 Ontario Airport FAA Airport Improvement Project (AIP)

PREVIOUS COUNCIL ACTION:

2009 A FAA Application for Federal Assistance is required to receive funding by the FAA
2011 to complete the project. The City Council has approved FAA Application for Federal
2013 Assistance for each of previous FAA projects.

BACKGROUND:

A FAA Grant Application is required as part of the FAA process. A FAA Application for Federal Assistance allows the FAA to issue an FAA Grant to the City to fund the Airport Improvement Project.

ALTERNATIVE:

The City is required to complete an Application for Federal Assistance. There is no alternative to doing this other than to not complete the project.

FINANCIAL IMPLICATIONS:

The FAA Application for Federal Assistance requests \$196,371 of FAA funding which is 90% of project. The City is responsible for 10% which is \$21,819. Please note the original project cost estimate was \$105,557, with a city match of \$10,557.

RECOMMENDATION:

Staff recommends the Council authorize moving forward with the proposed FAA project.

PROPOSED MOTION:

I move that the City Council authorize the City Manager to sign the FAA Application for Federal Assistance in order to receive FAA funding for the FY 2015 Ontario Airport FAA Airport Improvement Project (AIP).

AGENDA REPORT
August 17, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Chief of Police

Through: Tori Barnett, Interim City Manager

SUBJECT: ORDINANCE #2705-2015: AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 7, CHAPTER 1, SECTIONS 1 and 4, OF NUISANCE AND HEALTH REGULATIONS

DATE: August 5, 2015

SUMMARY:

Attached are the following documents:

- Ordinance #2705-2015

The Police Department would like to amend Municipal Code Title 7, Chapter 1, Sections 1 and 4 relating to Nuisance and Health Regulations in order to be more effective.

BACKGROUND:

Nuisances such as weeds, garbage and debris become unsightly, create fire hazards, reduce property values and inhibit attempts of economic development.

On occasion, owners are not proactive in property care and in some cases, it goes unaddressed. Ontario City Code identifies noxious weeds and weeds over 10" as a nuisance. City code also defines a variety of conditions left upon a property as a nuisance.

Currently, the Code Enforcement Officer can notify a property owner or person in charge that a nuisance exists and give them specified days to remove the issue. If not addressed, the City has the authority to abate the nuisance and charge the property owner or person in charge for costs incurred.

In the second quarter of 2015, Ontario Code Enforcement Officers issued 270 abatement notices, but only had to complete (17) seventeen actual abatements. Staff time is spent preparing the notices and confirming compliance. Even with compliant property owners or persons in charge, second or subsequent notices are being sent each year.

Upon receiving an abatement notice or an assessment of fees, a property owner or person in charge may file an appeal, to be heard before the Ontario Municipal Court.

Ordinance #2705-2015 provides language changes and procedures to assess an administrative fee for second and subsequent abatement notices sent to the same person in charge of property after an initial abatement notice. Ordinance #2705-2015 also changes appeals to be heard before a hearings officer as opposed to the Ontario Municipal Court.

FINANCIAL IMPLICATIONS:

Property owners or persons in charge would receive a bill for second or subsequent abatement notices. This will initially result in more work for the Code Enforcement Officers and Finance Department for collections and liens. The City might see an increase in appeals and sustain costs for hearings.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance #2705-2015.

PROPOSED MOTION:

I move the Council adopt Ordinance #2705-2015, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 7, CHAPTER 1, SECTIONS 1 AND 4, RELATING TO NUISANCE AND HEALTH REGULATIONS, on First Reading by Title Only.

ORDINANCE NO. 2705_-2015

**AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE
TITLE 7, CHAPTER 1, SECTIONS 1 AND 4**

- WHEREAS,** nuisances such as weeds and garbage on properties within the City affect the look of neighborhoods, create fire hazards and reduce property values; and,
- WHEREAS,** there are times when property owners are not proactive and even negligent on weed and garbage control; and,
- WHEREAS,** the City of Ontario has established regulations for the identification and abatement of such nuisances; and,
- WHEREAS,** regulations relating to weed and garbage control in City Code Sections 7-1-4 need to be changed in order to be more effective.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ontario, Oregon, as follows:

Section 7-1-4 of the Ontario City Code is hereby amended by eliminating those portions which are stricken and adding those which are underlined:

Abatement procedure.

(A) Notice to Abate.

1. For an initial violation of the nuisance provisions of the City Code, the City Manager or the City Manager's designee shall cause a written notice to be served either personally on the property owner or the person responsible, or by registered or certified mail to the address of the property owner noted in the Malheur County Tax Assessor's office for tax notices to be sent or through a property title search. If the property has an occupied structure on it, notice may also be posted on the property. For service by mail, service shall be complete upon deposit in the mail. Notice shall be deemed sufficient if it complies with the procedure set forth herein, whether or not the property owner or person responsible receives actual notice.
2. ~~For any additional violations of the same nuisance prohibition on the same property caused by the same person responsible within twelve (12) months of the date of the initial notice, the City shall not be required to personally serve or mail a written notice against the person responsible. Service of a notice of a second or subsequent violation may be done by posting notice on the property.~~ Second or subsequent violations from the date of the initial notice and by the same person responsible, shall

be subject to an assessment of an administrative fee, regardless if the second or subsequent violations are corrected.

3. The initial notice to abate shall contain:

(a) A description of the real property, by street address or otherwise, on which the nuisance exists.

(b) A direction to abate the nuisance within five (5) days for occupied properties and ten (10) days for unoccupied properties from the date of the notice.

(c) A description of the nuisance, a citation to the section(s) of the City Code which are violated, and a description of the corrective action required.

(d) A statement that unless the nuisance is removed, the City may abate the nuisance and the cost of abatement will be charged to the person responsible and assessed as a lien on the property.

(e) A statement that failure to abate a nuisance may result in a fine.

(f) A statement that the person responsible may appeal from the notice to abate by giving notice to the City Manager or his designee within ten (10) days from the date of the notice.

~~(g) A statement that the City is not required to provide a written notice of a second or subsequent nuisance violation within a twelve (12) month period, and that notice of a second or subsequent violation may be done by posting notice on the property.~~

(g) A statement that the City will assess an administrative fee upon a second or subsequent notice, regardless if the second or subsequent violations are corrected.

4. Upon completion of service of an abatement notice as provided herein, the persons serving the notice shall execute and file certificates stating the date and place of service.

(B) Abatement by Person Responsible.

1. Within the time allowed, the person responsible shall remove the nuisance or show that no nuisance exists, or deliver a written notice of appeal to the City Manager. A written notice of appeal shall specify the basis for the appeal.

2. ~~The Ontario Municipal Court~~ A hearings officer appointed by the City of Ontario shall conduct a hearing on the appeal of the abatement notice at which the City's designee and the appellant may call witnesses and present evidence. The City shall have the burden of proof to demonstrate ~~by a preponderance of the evidence~~ that a violation has occurred and that the required corrective action is reasonable. The ~~Ontario Municipal Court~~ hearings officer shall affirm, vacate, or modify the City's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions. If the hearings officer affirms the City's decisions, the appellant shall pay the City's costs for the appeal, including the cost of the hearings officer for conducting the hearing.

(C) Abatement by City.

1. If after the time allowed, the nuisance has not been abated by the person responsible, the City may cause the nuisance to be abated and may make efforts toward the elimination or ease of future abatements by such means as spraying, debris removal and leveling of land.
2. The officer charged with abatement of the nuisance shall have the right, at reasonable times, to enter into or upon property, in accordance with law, to investigate or cause the removal of a nuisance.
3. The City Manager or his designee shall keep an accurate record of the expense incurred by the City in physically abating the nuisance, including incidental expenses set forth in subsection (E) below.

(D) Joint Responsibility. If more than one person is responsible, they shall be jointly and severally liable for abating the nuisance or for the costs incurred by the City in abating the nuisance.

(E) Assessment of Costs.

1. The cost, including incidental expenses, of correcting the violation or to send second or subsequent violation notices shall be billed to the person responsible for the violation and/or the owner, lessor, tenant or other person entitled to control, use and/or occupancy of the property and shall become due and payable to the City of Ontario within ten (10) calendar days of the bill being issued. A minimum administrative fee of not less than one hundred dollars (\$100.00) shall be imposed for each abatement notice issued. The City Council may, by resolution, change the minimum fee from time to time. The term "incidental expense" shall include, but not be limited to personnel costs, both direct and indirect; attorney's fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the City in preparing notices, title searches, specifications and contracts, and in accomplishing and/or contracting and inspecting the work, and the costs of any required printing and mailing. The City Manager or his designee, by registered or certified mail, postage prepaid, shall forward to the person responsible a notice stating:

- (a) The total cost of abatement, if applicable, including incidental expenses.
- ~~(b)~~ (c) The total cost of administrative fees for abatement or second or subsequent violation notices.
- ~~(c)~~ (c) That the cost as indicated will be either referred to collection or be assessed to and become a lien against the property unless paid within thirty (30) days from the date of the notice.
- ~~(e)~~ (d) That if the person, responsible objects to the cost of the abatement as indicated, he may file a notice of objection with the City Manager or his designee not more than ten (10) days from the date of the notice. Objections shall be heard by the ~~Ontario Municipal Court~~ a hearings officer appointed by the City of Ontario and shall be limited to the question of whether the amount of the abatement assessment is reasonable.

2. If the costs of the abatement are not paid within thirty (30) days from the date of the notice or thirty (30) days from the date of the ~~Ontario Municipal Court's~~ hearings officer's decision on objections, the City may cause the assessment to be filed as a lien in the Malheur County Deed records against the property of any property owner who was served with the initial notice of abatement pursuant to Section 7-1-4(A)1. set forth above.

3. The lien shall be enforced in the same manner as liens for street improvements and shall bear interest at the rate of six percent (6%) per annum, or at such other rate as may be fixed by resolution of the City Council. The interest shall commence thirty (30) days from the date of the notice.

4. An error in the name of the person responsible or property owner shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

5. In lieu of a lien against the property, the city may refer the account to collections once the account is more than sixty (60) days past due. In addition, a late fee set by Fee Resolution to offset the administrative expenses incurred due to the late payment, shall be due and owing on any payment received after the due date and in coordination with the completion of the payment processing grace period.

(F) Separate Violations. The requirements to abate a nuisance are not a penalty for violating the Code but are an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance; however, abatement by the person responsible of a nuisance within the allowed time of the date of notice to abate, or within ten (10) days of the determination by the ~~Ontario Municipal Court~~ hearings officer upon an appeal therefrom, will excuse the person responsible from the imposition of any fine.

(G) Summary Abatement. The procedure provided by subsections (A) through (F) is not exclusive but is in addition to procedure provided by other law and the City Manager, or other officer delegated responsibilities therefor, may proceed summarily to abate a health or other nuisance which unmistakably exists and which imminently endangers human life, health or property.

APPROVED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2015, by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT

August 17 , 2015

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: ORDINANCE NO. 2706-2015, AN ORDINANCE GRANTING A NATURAL GAS FRANCHISE TO CASCADE NATURAL GAS CORPORATION, AND DECLARING AN EMERGENCY-FIRST READING

DATE: August 11, 2015

SUMMARY:

Attached is the following document:

- Ordinance No. 2706-2015, with Exhibit "A"

BACKGROUND:

The City of Ontario has a current franchise agreement with Cascade Natural Gas Corporation (Cascade NGC), which is a ten-year agreement starting on October 1, 2005, and expiring on September 30, 2015. The current agreement includes a 5% franchise fee paid to the City and charged against the gross revenues earned by Cascade NGC.

Under Oregon law, Cascade NGC pays a 3% franchise fee from its own profits, and passes on to its customers the remaining 2% franchise fee. Therefore, for each \$100 charged by Cascade NGC to an Ontario customer for natural gas, the customer pays an extra \$2, representing the 2% franchise fee passed on to that customer by Cascade NGC.

Based upon prior discussions with the Council to set a uniform franchise fee of 7% for all utilities whenever possible, Ordinance No. 2706-2015 increases the Cascade NGC franchise fee from 5% to 7%, effective on October 1, 2015. If approved by the Council, this will increase the portion of the fee passed on to Ontario customers from 2% to 4%. The maximum franchise fee that can be set under Oregon law is 8%, and Section 8 on page 5 of the proposed Franchise Agreement attached as Exhibit "A" to the ordinance authorizes the City to increase the franchise fee to that amount upon 90 days notice to Cascade NGC.

Section 13 on page 7 of the proposed Franchise Agreement also reduces the franchise term from 10 years to five years, but it includes an automatic renewal for an additional five years. This gives the City the opportunity to renegotiate the franchise agreement after five years if it chooses to do so.

Cascade NGC has not reviewed the proposed Agreement. If the Council approves a first reading of Ordinance No. 2706-2015, the City Attorney recommends postponing the second reading until Cascade NGC has given preliminary approval to Agreement. If Cascade NGC requests any changes, they can be incorporated into the agreement prior to the second reading.

An emergency clause has been added to Ordinance No. 2706-2015 to insure that it is effective when the current franchise agreement expires on September 30, 2015.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2706-2015.

PROPOSED MOTION:

I move the City Council approve Ordinance No. 2706-2015, An Ordinance Granting A Natural Gas Franchise To Cascade Natural Gas Corporation, And Declaring An Emergency, on first reading by title only.

ORDINANCE NO. 2706-2015

**AN ORDINANCE GRANTING A NATURAL GAS FRANCHISE TO
CASCADE NATURAL GAS CORPORATION, AND DECLARING AN EMERGENCY**

- WHEREAS,** Cascade Natural Gas Corporation is a natural gas distribution utility in the City of Ontario, and has an existing franchise issued by the City which expires on September 30, 2015; and
- WHEREAS,** It is in the interest of the City to enter into a new franchise agreement with Cascade Natural Gas Corporation for a franchise fee of 7% of its gross revenues, which represents a 2% increase in the previous franchise agreement; and
- WHEREAS,** Because of the expiration of the existing franchise agreement on September 30, 2015, an emergency is hereby declared in order to allow the new agreement to become effective on October 1, 2015, upon the expiration the former franchise agreement.

NOW THEREFORE, The Common Council For The City Of Ontario Ordains As Follows:

SECTION 1. The City of Ontario grants a natural gas franchise to Cascade Natural Gas Corporation on the terms stated in the Non-exclusive Franchise Agreement between the City of Ontario and Cascade Natural Gas Corporation, a copy of which is attached hereto as Exhibit "A".

SECTION 2. An emergency having been declared, this ordinance shall become effective on October 1, 2015.

PASSED AND ADOPTED by the Common Council of the City of Ontario this ____ day of _____, 2015, by the following vote:

AYES:
NAYS:
ABSENT:

APPROVED by the Mayor this ____ day of _____, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

EXHIBIT A

NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF ONTARIO AND CASCADE NATURAL GAS CORPORATION

This agreement is between the City of Ontario, an Oregon Municipal Corporation ("City") and Cascade Natural Gas Corporation, a Washington corporation registered to do business in Oregon ("Franchisee").

Section 1. Definitions

Any term defined in the Ontario City Code and not in this Agreement shall have the meaning provided by the Ontario Code definition.

"Facilities" means the mains, lines, pipes, boxes, reducing and regulating stations, laterals, conduits and connections, valves, pumps, vaults, fixtures and other physical components of Franchisee's natural gas distribution system within the City.

"Gross Revenues" means revenues received from utility operations within the City less related net uncollectibles. Gross revenues include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another when the utility purchasing the service is not the ultimate customer, or revenue from joint pole use.

Section 2. Grant of Authority

City grants to Franchisee the right to construct, install, maintain and operate Facilities over, in, on and under present and future City rights-of-way for the purpose of providing natural gas utility service on the terms stated in this Agreement. This franchise is not exclusive, and City reserves the right to grant a similar franchise to any other person or entity. This franchise is subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's and the public's right to use rights-of-way.

Section 3. Compliance with Laws, Rules and Regulations

Franchisee shall comply with all City laws and regulations, including Chapter 8, "Rights of Way", of Ontario City Code Title 8, other provisions of the Ontario Code, and City ordinances, regulations, and standards and specifications in installing, maintaining, repairing and operating its Facilities in rights-of-way in the City. All Facilities shall be constructed and maintained as to interfere as little as practicable with traffic and other use of rights-of-way. Right-of-way permits must be obtained prior to installation or construction of Facilities. In the event of an emergency, Franchisee may undertake work immediately to repair a break or restore service without a permit, but must inform the City as soon as reasonably possible and shall apply for a permit within two working days, but the City shall excuse a late application if Franchisee has good cause for any delay. All Facilities shall be installed and at all times maintained by Franchisee in accordance with natural gas utility industry standards. Gas mains shall be installed in utility easements, non-paved portions of City rights-of-way, or alleys whenever possible, except when necessary to cross streets or when non-paved portions of right-of-way are not available. The precise location of lines shall be determined through the permitting process.

Section 4. Franchisee Liability, Indemnification of City and Insurance

A. Franchisee shall conduct its operations under this Franchise, including installation, construction and maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.

B. Franchisee shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance by Franchisee of this Franchise Agreement or based upon violation of any statute, ordinance or regulation by Franchisee. This indemnification required shall not apply to claims to the extent caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

C. Franchisee shall purchase and maintain at Franchisee's expense, Commercial General Liability and Commercial Automobile insurance covering bodily injury and property damage in an amount of \$5 million per occurrence and \$10 million in aggregate. The insurance policy obtained by franchisee shall be primary and noncontributory. Franchisee shall remain fully responsible for any claims resulting from negligence or intentional misconduct of Franchisee or its subcontractors and their officials, agents and employees in performance of this Agreement, even if not covered by, or in excess of insurance limits. This insurance requirement may be met in part by self-insurance.

D. Commercial General Liability coverage shall name, by certificate and endorsement, the City, its officers, agents, employees and volunteers as additional insureds with respect to Franchisee's work or services conducted under this Agreement. Franchisee will give the City 30 days' written notice of any cancellation of or reduction in insurance coverage except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation shall be given to City. Any failure to comply with this provision will not affect the insurance coverage.

E. Franchisee shall obtain and maintain Workers' Compensation insurance required by ORS chapter 656. Franchisee shall ensure that each of its contractors obtains and maintains workers' compensation insurance and obtains proof of the coverage before performing work. Coverages provided by Franchisee must be underwritten by an insurance company authorized to do business in the state of Oregon and with a Best's rating of A-VII or higher.

F. As evidence of the insurance coverage required by this Franchise, Franchisee shall provide proof of coverage required by acceptable Certificate of Insurance and Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation is given to Company. The Certificate and Endorsement shall also state the deductible or self-insured retention level. This Agreement shall not be in effect until the required certificates and signed endorsements have been received and approved by City. Renewal certificates and endorsements will be sent to City prior to coverage expiration. The City may terminate the Franchise for failure to maintain the required insurance.

G. Franchisee grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Franchisee's work or service. Further, Franchisee agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery shall be solely with its insurance carrier, and also grants to City on behalf of any insurer providing coverage to either Franchisee or City with respect to the work or services of Franchisee a waiver of any right to subrogation which any insurer or subcontractor may acquire against City by virtue of the payment of any loss under the insurance coverage.

Section 5. Construction and Conditions on Right-of-Way Occupancy

A. Use. Franchisee shall construct, install, maintain and operate its Facilities in City rights-of-way to industry standards and City's commercially reasonable satisfaction, in compliance with all City ordinances, rules, standards and specifications, policies and regulations; and in a manner so as to cause minimum interference with the proper use of rights-of-way for transportation and for other utility purposes and so as to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any rights-of-way. All work in the City right of way will require a permit prior to any work being started and will require a traffic plan that is fully compliant with the City of Ontario Design Standards and Specifications.

B. Construction and Maps. The Franchisee shall at all times keep maps and records showing the locations and sizes of all gas mains and all appurtenant facilities laid by it or owned by it in the City and surrounding urban growth boundary as defined in the City's Comprehensive Plan, and such maps and records shall be electronically available to the City at all times.

C. Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Franchisee, Franchisee shall, at its own cost and expense and in compliance with the City's standards and specifications, promptly replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. Franchisee warrants all restoration work for a period of one year from completion of the work. If Franchisee fails to make restoration as required by this section or if the restoration fails within the one year warranty period, City may, after notice to Franchisee, cause the repairs to be made at the expense of Franchisee. If Franchisee fails to reimburse the City for any costs incurred under this section within 45 days' of demand for reimbursement, City may refuse to issue additional permits.

D. Notification. Franchisee shall comply with the requirements of Oregon Utility Notification Law and implementing rules and regulations.

E. Relocation. City may require Franchisee to relocate its Facilities. If the removal or relocation of Facilities is caused directly by development of private property or other third-party project and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a third-party, Franchisee may charge the expense of removal or relocation to the developer or other third-party. Franchisee shall be solely responsible for enforcing collection from the developer or other third-party, but Franchisee shall not be required to remove or relocate Facilities for the benefit of third-parties until it receives payment for the removal or relocation. If the removal or relocation of Facilities results from City's need to provide public facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Franchisee will remove or relocate its Facilities at Franchisee's expense within a reasonable time after notification by City. City will make a reasonable effort to provide Franchisee with an alternate location for its Facilities within City rights-of-way. If the City requires the subsequent relocation of the same facility within five years of the initial relocation, City shall bear the expense of the subsequent relocation.

F. Right-of-Way Vacation. City shall retain public utility easements if it vacates any public right-of-way where Franchisee has Facilities. If Franchisee's facilities must be relocated from a vacated public right-of-way, the petitioner of the vacation will bear the expense of moving the facilities.

G. Placement of Facilities. Franchisee shall not knowingly place its Facilities where they will interfere with any existing or known future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Franchisee will consult with City Engineer prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities.

Section 6. Transfer of Franchise

Franchisee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this Franchise or in the Facilities authorized by this Franchise, or any part of the Facilities, without written consent of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Franchisee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee.

Section 7. City Rights in Franchise

A. City Supervision and Inspection. City shall have the right to inspect all construction and installation of Franchisee's Facilities to insure compliance with governing laws, ordinances, rules and regulations.

B. Termination or Abandonment of Franchise. Upon any termination of this Franchise, all Facilities installed or used by Franchisee shall be removed by Franchisee at Franchisee's expense or abandoned in place with approval of the City and the property upon which the Facilities were used restored by Franchisee to the condition it was in before installation.

Section 8. Franchise Fee

A. Franchisee shall pay monthly to City 7% of Franchisee's gross revenues received from customers within the city limits of the City excluding amounts charged and received for separately billed governmental taxes and governmental fees. City may increase the franchise fee rate to an amount not to exceed the maximum permissible franchise fee of 8% (the base franchise fee of 3% and the incremental franchise fee of 5% of gross revenues) by providing at least 90 days' written notice of the increase.

B. The fee required by this section shall be due and payable within 30 days after the end of each month. Any payment not made when due shall bear 9% annual interest, compounded monthly, from the date due until paid.

C. With each payment, Franchisee shall furnish City with a written statement in the format as provided in Exhibit A, under oath, executed by an officer of Franchisee, verifying the amount of gross revenues of Franchisee within City for the monthly period covered by payment.

D. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.

Section 9. Franchisee Records and Reports

Franchisee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise and for six years after the expiration or termination of this Agreement. Franchisee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon 10 days' written notice, during normal working hours. City may require periodic reports from Franchisee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days after expiration or termination of the franchise to audit Franchisee's records for the period of three years prior to the audit. If the audit reveals underpayment of 5% or more, the City may expand the audit to cover up to 6 years. The audits shall be undertaken by a qualified person or entity selected by City. The cost of the audit shall be borne by City, unless the results of the audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of underpayment of 5% or more, the full cost of the audit shall be paid by Franchisee. Franchisee shall immediately pay the amount of the underpayment as determined by the audit to City together with 9% annual interest from the date the payment should have been made to the date the payment is actually made. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

Section 10. Permit and Inspection Fees

Nothing in this Agreement shall be construed to limit the right of City to require Franchisee to pay permit fees or reasonable costs incurred by City in connection with the issuance of a permit, making an inspection, or performing any other service for or in connection with Franchisee or its Facilities.

Section 11. Enforcement and Termination of Franchise for Violation

A. Time of payment and performance are of the essence in the Franchise. The following shall be events of default:

1. Default in Payments. The failure of Franchisee to pay City when due any amounts required by this Agreement and the failure continues for 10 days after the due date and written notice from the City.
2. Default in Other Provisions. Franchisee's failure to cure a default of any other provision of this Agreement within 90 days after notice from City of the default. If the default is curable but cannot reasonably be cured within 90 days, the City shall refrain from termination while Franchisee is diligently attempting to cure the default.

B. Termination for Defaults Not Cured. The City may terminate this Franchise for defaults that are not cured within the time allowed by Subsection A of this section by providing a notice of termination to Franchisee. Franchisee may challenge the notice of termination by providing a written protest to the City Manager within 10 business days of the date of the notice of termination. The City Manager, on receipt of the protest, shall either grant the protest, in which case the Franchise will remain in place, or refer the matter to the City Council for a decision. The termination will not become final until after the decision by the City Manager or City Council. Because of the potential public health and safety risks that could arise as a result of cessation of natural gas delivery within the City, if the City decides to terminate the Franchise, it shall set a termination date that allows for implementation of a plan to assure continued natural gas delivery service.

Section 12. Remedies not Exclusive; Waiver

All remedies granted the City under this Agreement are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Failure to enforce any provision of this Agreement shall not be construed as a waiver of a breach of any other term, condition or obligation of this Agreement.

Section 13. Franchise Term

This Franchise is granted for a term of five (5) years beginning on the date on which the ordinance authorizing this Franchise is effective. The Agreement shall be extended for one five-year term if neither party provides written notice of non-renewal to the other party at least six months prior to the expiration of the initial term.

Section 14. Severability

If any section, subsection, sentence, clause or portion of this Agreement is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, that portion shall be deemed a separate, distinct, independent and severable provision and the holding shall not affect the validity or constitutionality of the remaining portion of this Agreement. If for any reason, the franchise fee is invalidated by any court or governmental agency, then the highest permissible franchise fee allowed shall be the franchise fee.

Section 15. Notices

Any notice required or permitted under this Agreement shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City Manager
City of Ontario
444 SW 4th Avenue
Ontario, OR 97914

TO FRANCHISEE:

Cascade Natural Gas Corporation
Attn: Region Manager
64500 OB Riley Road, Suite #2
Bend, OR 97702

or to other address specified by either party in writing.

Section 16. Interpretation/Jurisdiction

Interpretation of the Franchise shall be governed by laws of the State of Oregon and any legal action relating to this Franchise shall be brought in Malheur County Circuit Court.

CITY OF ONTARIO

By:

Ronald Verini, Mayor
Date: _____

FRANCHISEE

By:

Name and Title: _____
Date: _____

Discussion/Information /Hand-Out Items

City Council Meeting
August 17, 2015



City of Ontario
POLICE DEPARTMENT

Office of the Chief

444 SW 4th Street

Ontario, OR 97914

Voice (541)889-5312 Ext. 2303

Fax (541)889-3026

mark.alexander@ontariooregon.org

To: Ontario City Council

Date: August 7, 2015

Re: Department Statistics for July, 2015

Activity	Month of July	Previous Month	Year to Date	Prior Year to Date
Calls for Service	902	989	5875	5873
Traffic Stops	161	191	1172	955
Cited Traffic Violations	78	164	766	486
Motor Vehicle Crashes	42	32	243	219
Arrests	82	86	601	551
Arrests w/ Use of Force	1	1	5	12
Citizen Complaints	0	0	0	4
Cases to Dist. Attorney	67	63	428	328
Ordinance Cases Total	128	198	790	406
Ordinance-Weeds	29	118	291	105
Ordinance-Garbage	3	3	30	22
Dogs to Ani-Care	11	8	60	51
Junk/Vehicles	3	7	67	4
Death Investigations	0	1	9	7
SRO Cases	0	0	131	174
Gang Related Cases	37	12	80	46
Gang Designations	2	0	4	2
Task Force Cases	3	9	34	24
Graffiti	37	7	81	62
Burglary	6	2	42	47
Robbery	0	1	4	9
Larceny	49	38	316	305
Assault	14	10	54	58
Homicide	0	0	0	2
Sex Crimes	2	1	12	15
Alarms	19	25	121	118
Property Loss/Recover	\$54,788/\$17,968	\$28,334/\$3118	\$267,388/\$41,355	\$373,030/\$87,400

ONTARIO FIRE & RESCUE



July

2015

ACTIVITY REPORT



7/1/2015 “CITY “ 767 NW 3rd Street General Alarm Landscaped lot, damaged adjacent house / Fireworks caused. Rescue 1, Pumper 103, Rural Brush 156, Rural Brush 157 and Command 100 responded with a crew of 14.

Dispatched for a grass fire caused by fireworks. While en-route, Rescue 1 made the decision to have dispatch sound a general page based on the size and behavior of the smoke column. Arrived on scene to find an approximate 1/8 of an acre grass lot fully involved along with about 75' of wood fence. The fire was pushing south toward a residential structure. Rescue 1 crew initially staged on NW 3rd Street just south of NW 8th Avenue. Lt Montgomery started the initial attack near the northeast corner of the property and moved south along NW 3rd Avenue eventually focusing on the area between a wood fence and the residence, while FF Benson donned structure gear and an airpack. After knocking down the fire against the northeast corner of the residence Rescue 1 moved around to the north side of the property on NW 8th Avenue to stop the fire from spreading to the properties to the west. FF Benson extinguished the fence along the west property line and then focused the attack on the south side (inside) of the fence and the area between the fence and the residence. Around that time 156 and 100 arrived on scene. The crew of 156 pulled a booster line and assisted in the fire attack; 100 assumed fire command. 103 arrived on scene and assisted in the fire attack with a 1" attack line. Shortly thereafter 157 arrived on scene and assisted in fire extinguishment with a booster line. The fire was knocked down and controlled at approximately 1731, and crews continued with mop up. The residence was vacant and no known injuries occurred during the incident.



West side of fire along alley way showing heavy fire damage to the fence and other landscaping. Neighbors helped extinguish fire on fence.



Fence damage on the south side of the fire area, fire burned in next to dwelling.

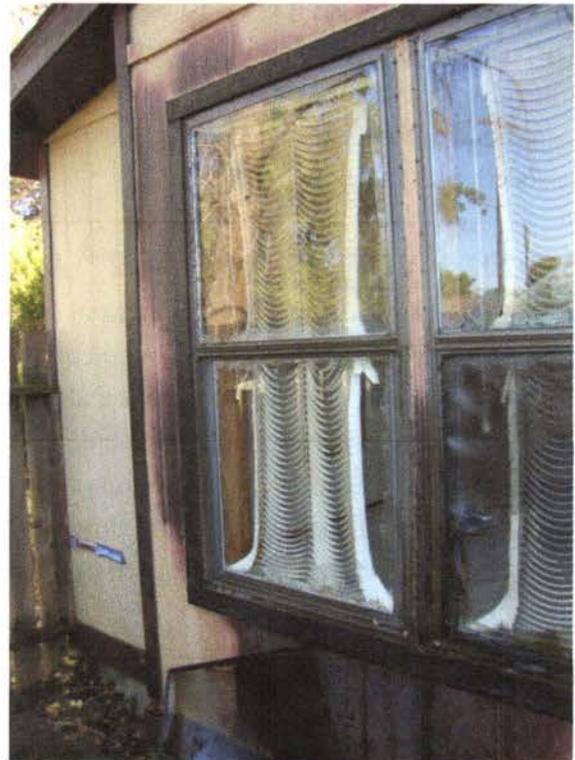


Firefighter working on hot spots along south fence and fire damage to landscaping.



Photo of dwelling window area, note melted blinds that were heat damaged from the exterior fire.

Close up photo of the heat damaged window blinds and siding damage. Fire was very close to being inside the structure.



7/5/2015 "RURAL" 4094 Lily Lane Exterior couch fire / children with fire Duty crew handled with Rescue 1.

R1 called for fire of sofa inside of a trailer home. Upon arrival the sofa was outside and neighbors were throwing buckets of water on the trailer and sofa. The exterior finish and some of the exposed framing of the trailer were still actively burning. R1 extinguished remaining flames and exposed trailer skirting to extinguish all remaining flames. PPV fan was paced at front door to eject smoke from the trailer. There were smoke detectors present and they were sounding to alert. The neighbor volunteered that his sons were responsible and they boys did admit to burning next to the trailer the evening earlier. They stated they thought they had put out the fire, but it must have rekindled again early this morning. Thunder Rodriguez 10-20-02, and Noah Rodriguez 10-27-03 both admitted to starting the fire last night 7-4-15. The boys live next door at 4096 Lily Ln. Boys and father were counseled on fire prevention and the fact that there is a burn ban as of 7-1-15. R1 was able to clear with information.



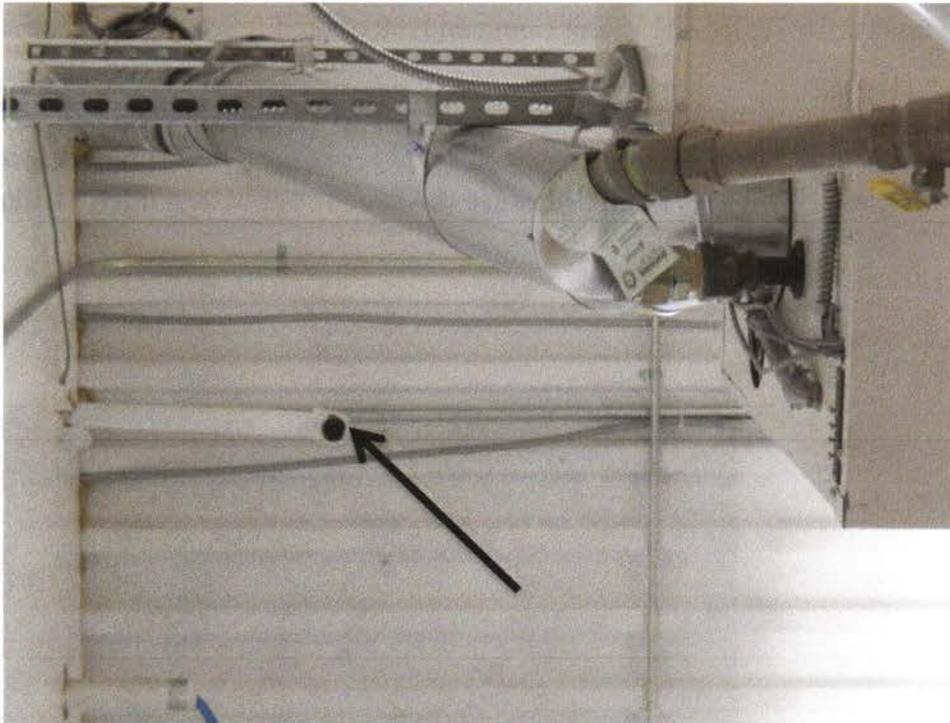
Couch and exterior wall damage to trailer

Fire originated in couch causing substantial damage to the trailer exterior wall. Siding had to be pulled back to suppress the fire underneath.





Storage room where natural gas line was struck by fork lift / broken pipe hanging down from heating unit “arrow”.



Arrow points at natural gas pipe located at roof line, pipe snapped off at elbow.



Area of ignition with a reported lightning strike. There was high wind and rain during the passing storm.



After ignition from the lightning the fire spread out in a V shape with the wind pushing the flames down the road side area in a narrow path. The associated rain kept the fire from spreading all the way to the freeway and fields to the west.

Trunk area where electrical wiring passed along metal frame. Short melted wire insulation the full length.



Photo of where the wiring insulation melted and stuck to the metal parts.

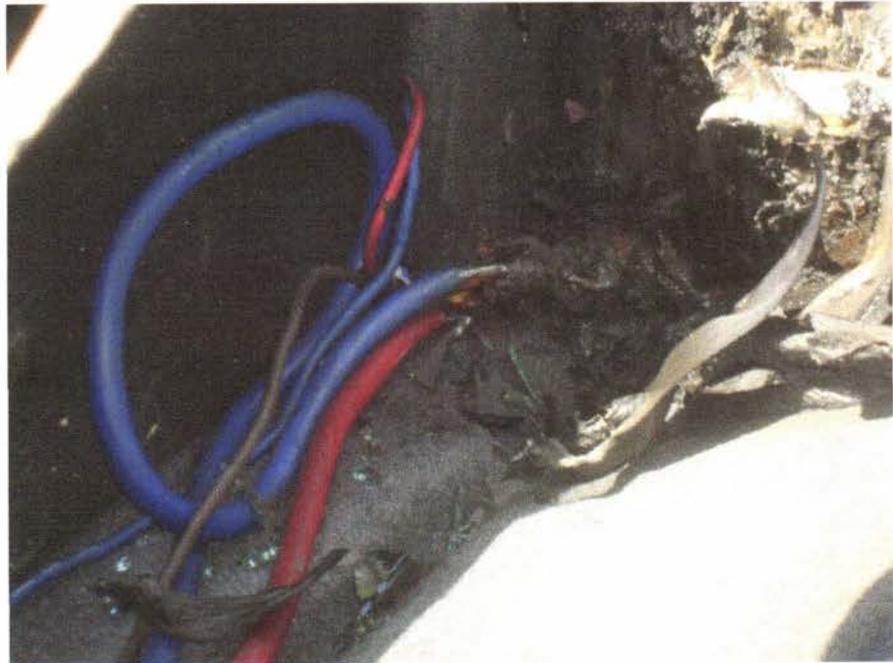
7/25/2105 "CITY" 172 NW 9th Street Car Fire *Duty crew handled with Rescue 1*

A passerby called in smoke coming from a vehicle in a driveway. On scene we found a Geo Metro with heavy smoke stained windows and medium smoke coming from a window that was partially rolled down. Rescue opened the driver's door to find light flames coming from the rear seat. The flames were quickly extinguished. A small flame and light smoke was coming from behind the rear seat. The seat was forced and the source of the fire was evident. The owner had a large stereo amplifier that had shorted against the seat belt buckle. The owner was not home at the time but he was contacted and advised of the situation.



Area behind rear passenger seat. Speaker booster system was installed in area behind seat cushion and electrical short caused ignition of the seat foam rubber.

Heavy electrical wire going to speaker booster system shorted out on metal frame causing ignition of seat padding.



7/29/2015 "CITY" 2565 SW 4th Street natural gas leak *Duty crew handled with Rescue 1*

Rescue 1 responded for a possible natural gas leak, on scene Rescue 1 found a one inch gas line had been driven over, broken off and leaking. Rescue 1 had dispatch contact Cascade Gas. Rescue 1 and law enforcement cleared the nearby trailer homes, Rescue 1 remained on scene until Cascade Gas had the leak stopped. Rescue 1 cleared the scene at 2258 Hrs.



Pump unit was removed from the older unit and reinstalled on the new unit.



Center seat was removed to accommodate the installation of a console that houses the communication radio, siren control, emergency warning lights, scene lights, dash camera power port, and portable radio charging stations. Makes a very clean and functional install.



Crew gets a demonstration on lifting with the new equipment.



Kipp Domby and Brett Leavitt practice high angle descent with instructor Brule Lehman looking on.



Crew practice pulling stokes basket with new equipment.

HAZMAT July 27, 2015

State hazmat teams were kept busy yesterday responding to many reported suspicious letter incidents in multiple counties. Counties affected included Columbia, Coos, Gilliam, Grant, Harney, Hood River, Jackson, Jefferson, Klamath, Lake, Lane, Linn, Marion, Morrow, Polk, Sherman, Tillamook, Umatilla, Wasco, Wheeler, and Yamhill.

Oregon state hazmat teams and the Oregon Military Department 102 Civil Support Team responded to several of the affected counties.

The OSFM conducted a partial activation of the Agency Operations Center to track the responding hazmat teams.

To date, field testing by hazmat teams has shown NO toxic substance on any letter or in any envelope. There were approximately 20 known letters delivered and all addressed to Oregon sheriff's offices.

Hazmat teams responding included:

HM03, Gresham – Wasco Co. and Hood River Co.

HM04, Klamath Falls – Klamath Co. and Lake Co.

HM07, Portland – Columbia Co.

HM08, Medford – Jackson Co.

HM10, Hermiston – Umatilla Co.

HM13, Salem – Marion and Polk counties. Also made phone contact with Lincoln, Deschutes, and Crook counties.

HM14, Ontario – Grant Co. and Harney Co.

This was the first time we have had seven hazmat teams deployed in such a short period for the same types of missions. We are very pleased at the level of cooperation and communication between our team members, local law enforcement, OSP, FBI, and the Oregon Military Department. These incidents were a great test to our entire emergency response process and it resulted in tremendous success and collaboration on all fronts. This multi-agency response serves as a great example of the importance of relationships and communication. This is an ongoing criminal investigation for local law enforcement, Oregon State Police, and the FBI.

Rich Hoover
Community Liaison
Oregon Office of State Fire Marshal
Oregon State Police

7/27/2015 Ontario Elks Club youth backpack giveaway.



BURN PERMITS ISSUED: None due to the burn ban!

FIRE PREVENTION / INSPECTIONS: 16

PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, May 12, 2015, 3 P.M. M.T.

**** PUBLIC WORKS HEADQUARTERS ****

Meeting called to order at 3:10 p.m. by Dan Cummings, Public Works Committee Chairman.

Committee members present included Mr. Dan Cummings, Mr. Ken Hart, Mr. Bernie Babcock, and Mr. Ron Cornmesser (Mr. Scott Wilson, Mr. Mike Miller and Mr. Riley Hill – excused).

Others present included Suzanne Mulvany, Cliff Leeper, and Dan Shepard.

The press was notified. This meeting was recorded (the tape is available at the Public Works Headquarters); the minutes are on file at City Hall and on the city's website at www.ontariooregon.org.

ADOPTION OF MINUTES – APRIL 14, 2015

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Hart, seconded by Mr. Cornmesser to adopt the minutes of the previous meeting, April 14, 2015: Motion passed unanimously (Wilson, Miller, and Hill – excused).

OLD BUSINESS

CITY OF ONTARIO UTILITY BILLING POLICY 2014

RONC.

GENERAL DISCUSSION:

- Months ago Ron had sent out a draft to everyone asking for comments.
- Has not received any comments or input from anyone since the last meeting he attended; assuming everyone has had the opportunity. Have asked staff and they have also agreed with it. This really has been aimed at what the existing practices are.
- Would like to see the Committee move forward with this, get it into the hands of the Council to review and comment so they know what is going; Then to put it into place as the Standing Policy with the idea that this is 'Not set in Stone' this is a living document and as policies change this needs to be modified. I propose we send this to the Council for their review and comment, and proceed from there.

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Cornmesser, seconded by Mr. Babcock that the Public Works Committee put together a packet and submit the Utility Billing Policy to the City Council as written for their review and implementation; Dan Cummings – Yes; Bernie Babcock – Yes; Ken Hart – Yes; Ron Cornmesser – Yes; Motion passed 4-0-3 (Wilson, Miller, and Hill – excused).

SEWER / WATER CONNECTION COST FORMULA (N. REGIONAL LIFT STATION)

GENERAL DISCUSSION:

- DC – It is imperative that we stay on this. There is another permit being pulled and we'll need to make a decision.
- KH *(commented later)* – Don't waste a lot of time searching – The cost is just one data point. The other piece of information is what is a comparable cost i.e. Vale, Weiser or Fruitland? Show what it cost us originally and a few comparables.

SEPTAGE RECEIVING STATION

CLIFF L

GENERAL DISCUSSION:

- *Nothing until we get the Manhole rehab fixed – Safety issue at this point*
 - **UPDATE on Manholes:**
 - *Contractor came in significantly higher – asked to go back & see if there were any cost saving measures he could come up with?*
 - *In the mean time we plugged off that sewer line, diverted the flow into one of the ponds out at the wastewater plant and pumped that whole system down. Then went in physically and examined all of the six manholes that were impacted by this process.*
 - *That whole manhole will have to be taken care of and addressed. It is badly degraded and has acid etching on the concrete where it is almost eaten away and the aggregate is exposed.*
 - *The concrete in the other 5 manholes are pretty good with not a whole lot of degradation. Meaning we don't have to replace the whole unit, we can replace the rings, and spray with epoxy lining.*
 - *All the parts are on order and now just waiting for them to be here.*
 - *Anticipate moving forward with this project in the middle of next month.*

UPDATES ONLY – NO MOTIONS

- CIP Project (WTP) – Chemical feed system, Based on the MSA Audit
- Filter Media Change Out (WTP Old Treatment Plant) – Seeing a lot of calcium carbonate build up in those filters and we are adding Volume to those filters. What it does is it reduces the amount of time we can run a filter without it getting a significant delta on it. Then we have to stop and backwash and that causes all kinds of problems.
- The Old Plant is used primarily for surface water (river); the new plant (Wes-Tech) is used for well water. Want to be able to blend the well water with the surface water to have savings chemically and labor savings, etc. It is all spelled out in the report from MSA.
- What were the final Security issues at WTP – Contractors are there now & all fencing should be done in about a month. Then we'll look at security cameras.
- Vandalism at Beck Park – Taking the irrigation pipes and wrapping them around trees.

Reminder that our next meeting is: Tuesday June 9th, 2015 @ 3:00pm

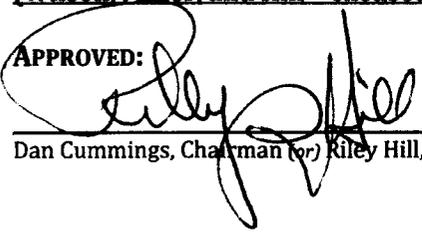
COMMENTS – NO MOTIONS

- Dan Cummings announced that this is possibly his last meeting as Public Works Chairman. He may be accepting a position that is a conflict of interest. He will let us know before the next meeting.

ADJOURN

The motion was made by Mr. Hart seconded by Mr. Babcock to Adjourn: Motion passed unanimously (Wilson, Miller, and Hill – excused).

APPROVED:



Dan Cummings, Chairman (or) Riley Hill, Vice-Chairman

MALHEUR COUNTY COURT MINUTES

JULY 22, 2015

County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois, County Counsel Stephanie Williams, and Surveyor/Engineer Tom Edwards.

Also present was Larry Meyer of the Argus Observer and John Braese of the Malheur Enterprise.

PUBLIC HEARING - SUPPLEMENTAL BUDGET

Judge Joyce opened the public hearing for consideration of Supplemental Budget Resolution No. R15-20. Notice of the hearing was published in the Argus Observer. The purpose of the supplemental budget is to allocate the spending of 45th Parallel funds which were received but not anticipated when the adopted budget was prepared. The 45th Parallel Fund includes Revenue items of Cash on Hand; 45th Parallel Funds; and Interest Earned. Expenditures include Victims Advocate Salary July-December 2015 (.5); Payroll Costs; and Materials & Services. The total appropriations for this fund are \$15,474. No public comments were received. The hearing was closed. Commissioner Wilson moved to approve Resolution No. R15-20: In the Matter of Fiscal Year 2015/2016 Supplemental Budget by Resolution Under Local Budget Law ORs 294.471. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2015-2686](#)

CHECK REGISTER

Accounting Specialist Judy Bond met with the Court. The Court signed the Accounts Payable (AP) Register for May 2015.

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of June 24, 2015 and July 1, 2015 as written. Commissioner Hodge seconded and the motion passed unanimously.

SUPPLEMENTAL BUDGET - DA'S OFFICE

Commissioner Hodge moved to approve Resolution No. R15-21: In the Matter of Fiscal Year 2015/2016 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. The purpose of the supplemental budget is to decrease the allocation of VAWA Grant funds by \$55,196 (as the VAWA grant was not awarded to Malheur County), for a new General Fund total of \$13,586,874. General Fund VAWA Grant Revenue, line-item 101-115-330-3509 is \$0. General Fund Expenditures, line-item 101-115-510-1201, Victims Advocate salary July-December 2015 (.5) \$7274; line-item 101-115-510-2910, Payroll Costs, \$2,358; and line-item 101-115-520-5800, Travel, \$0. See instrument #[2015-2682](#)

SUPPLEMENTAL BUDGET - HEALTH DEPARTMENT

Commissioner Hodge moved to approve Resolution No. R15-22: In the Matter of Fiscal Year 2015/2016 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. The purpose of the supplemental budget is to allocate the spending of additional funds which were received but not anticipated when the adopted budget was prepared. The Health Department received March of Dimes grant funds in the amount of \$8,000 to be used for Outreach. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2015-2683](#)

PRE-EMPLOYMENT DRUG TESTING POLICY

Commissioner Wilson moved to approve Policy 404 - Pre-Employment Drug Testing Policy. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2015-2684](#)

DRUG AND ALCOHOL FREE WORKPLACE POLICY - REVISED

Commissioner Wilson moved to approve revisions to Policy 401 - Drug and Alcohol Free Workplace Policy. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2015-2685](#)

COMMUNITY DEVELOPMENTAL DISABILITY SERVICES IGA

Commissioner Hodge moved to approve State of Oregon Intergovernmental Agreement for the Financing of Community Developmental Disability Services, IGA #148074. Commissioner Wilson seconded and the motion passed unanimously. The term of the agreement is July 1, 2015 through June 30, 2017. Services are provided through Lifeways. A copy will be returned for recording.

BARGAIN & SALE DEED - LIEUALLEN

Commissioner Wilson moved to approve Statutory Bargain and Sale Deed to Mark L. Lieuallen for Ref. #4581/900060. Commissioner Hodge seconded and the motion passed unanimously. Physical address of the property sold is: 777 N 16th Street, Vale. See instrument #[2015-2679](#)

BARGAIN & SALE DEED - KINCADE

Commissioner Hodge moved to approve Statutory Bargain and Sale Deed to Michael Kincade Revocable Trust of 2014 for Ref. #11900. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2015-2680](#)

CROSSING PERMITS

Commissioner Wilson moved to approve Crossing Permit No. 14-15 to Cascade Natural Gas to relocate underground gas regulator station on Lucky Lane #1563; and Crossing Permit No. 16-15 to Cascade Natural Gas for installation of PE Gas Service on Bellows Drive #1565. Commissioner Hodge seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

SUBAGREEMENT WITH MCOA&CS

Commissioner Wilson moved to approve Sub-Agreement with Malheur Council on Aging and Community Services for General Public Transit Service Pursuant to State Agreement Number 30479, Capital, Operating - 5311. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2015-2681](#)

SUPPLEMENTAL BUDGET - COMMUNITY CORRECTIONS

Commissioner Hodge moved to approve Resolution No. R15-24: In the Matter of Fiscal Year 2015/2016 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. The purpose of the supplemental budget is to allocate the spending of additional funds which were received, but not anticipated when the adopted budget was prepared. These are additional Cash on Hand funds to be used for a 1.0 FTE Program Tech. This will increase the Community Corrections Fund appropriations by \$31,327 for a total of \$1,404,687. See instrument #[2015-2678](#)

RESOLUTION - SECOND AMENDMENT RIGHTS

Commissioner Wilson moved to approve Resolution No. R15-23: In the Matter of Supporting Second Amendment Rights. Commissioner Hodge seconded and the motion passed unanimously. Malheur County affirms our commitment to the rights and liberties enshrined within the Constitutions of the United States of America and Oregon, including but not limited to the right to keep and bear arms; Malheur County strongly supports the right of the people to keep and bear arms; and, Malheur County is unable to expend any county resources for the implementation and enforcement of Senate Bill 941; Senate Bill 941 is an unfunded mandate. See instrument #[2015-2677](#)

DA'S OFFICE - STAFF VACANCY

Assistant DA Erin Landis and Management Assistant Marilee Aldred met with the Court. Also present was Juvenile Department Director Linda Cummings. Mr. Landis explained that one of the Deputy DA's had given her resignation effective August 28th and requested authorization to advertise and hire to fill the vacancy. Mr. Landis also explained that they would like to hire someone with a few years experience. Judge Joyce questioned if the position should remain vacant and the funds used for the VAWA victims advocate as those grant funds were not received. Mr. Landis explained that the victims advocate and deputy DA have totally different roles and functions within the office. The victims advocate essentially extends constitutionally guaranteed services to victims of crime, primarily through providing notices to them and getting them through the criminal justice system. A deputy DA covers court, covers trial; the position currently is covering felony cases, essentially drugs and guns, and is assigned Task Force cases and Criminal Forfeiture cases. If the funds allotted for this deputy DA position are used for the VAWA victims advocate position then the office will be short an attorney in court handling serious felony cases involving community safety, drugs and guns, and will not be generating any revenue on criminal forfeiture from the Task Force. Mr. Landis did concede that if it were to become necessary to have one or the other positions, the deputy DA position is more vital than the victims advocate position. The consensus of the Court was to authorize the filling of the deputy DA vacancy. The DA's Office will work with the Personnel Officer to advertise the vacancy.

RHINEHART BUTTE LANE

Rob't D. Butler met with the Court regarding Rhinehart Butte Lane. Mr. Butler explained that the Rinehart Buttes located east of the city of Vale were named after Lewis B. Rinehart, an early pioneer of the Vale Area and the person who originally constructed the old stone house in Vale. Rhinehart Butte Lane was originally intended to be named for the Rinehart Buttes. However, in the process of naming, the name was misspelled. Instead of "Rinehart," it was spelled "Rhinehart." The residents of the road have consented to the correction of the spelling of the road and the historical society

endorses the correction of the spelling. Commissioner Hodge moved to change the spelling to Rinehart Butte Lane on all mapping and signage. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2015-2676](#)

I-84 RIGHT OF WAY FENCES

Andy Bentz, Leroy McBride, and Gary Davis met with the Court regarding fencing responsibilities along interstate highway right of ways. Correspondence from the Ontario ODOT office was shared with the Court. Essentially, ODOT has said that they construct fences along the interstate right of way to control vehicles from accessing the interstate. The fences are intended to manage the access of vehicles to the interstate, requiring vehicles to take the existing approved on-ramps and exits. The fences are not designed to control livestock; when cattle or other livestock break through these fences along the interstate, it is not ODOT's responsibility to repair or replace a fence to control or maintain a private party's livestock. ODOT further says that under Oregon law livestock are not permitted within the boundaries of an interstate right of way, regardless if it is open range or a livestock district, and that when livestock enter an interstate right of way the livestock owner is at fault, not ODOT.

It was discussed that the fences have historically been built, as well as maintained, by ODOT throughout the state. Concern was expressed that by making it the landowners responsibility rather than ODOT's you are essentially creating a livestock district and livestock districts can only be created by a vote of the people. It was also discussed that public safety is at stake if ODOT no longer uniformly maintains the fences. Oregon Cattlemen's Association has been contacted regarding the matter as has Representative Cliff Bentz. It is unknown at this time if this issue has been brought to the attention of neighboring I84 counties, such as Baker and Union Counties. Judge Joyce indicated that the AOC District 1 meeting will be held this fall and those counties would be present at it. Commissioner Hodge indicated he felt it was imperative that AOC be involved in the matter and that the Court draft a letter of support.

FIRST PUBLIC HEARING - ORDINANCE NO. 210

Present for the first public hearing regarding Ordinance No. 210 - An Ordinance Prohibiting Marijuana Processing Sites, Medical Marijuana

Dispensaries, Marijuana Producers, Marijuana Processors, Marijuana Wholesalers, and Marijuana Retailers in Malheur County were: Sheriff Brian Wolfe, Juvenile Department Director Linda Cummings, Ken Rush and Annette Serrano from Lifeways, and public member Tom Hurd. Notice of the hearing was published in the Argus Observer and Malheur Enterprise.

Judge Joyce opened the hearing.

Ms. Williams explained that House Bill 3400 (2015) allows counties to prohibit various activities relating to marijuana if not less than 55% of votes casts in the county during the statewide general election held on November 4, 2014 on Ballot Measure 91 were in opposition to the Ballot Measure. 68.72% of votes cast county-wide during the November 4th election were in opposition to Ballot Measure 91; 72.22% of the votes cast in the unincorporated areas of Malheur County during the November 4th election were in opposition to Ballot Measure 91.

Judge Joyce asked for proponent testimony.

Annette Serrano: Lifeways is a comprehensive Behavioral Health Provider serving the Malheur County Community since 1964. We provide mental health and addictions treatment for adults and youth in our community. Lifeways fully endorses abstinence based substance abuse treatment. We serve referrals from our court system, law enforcement, and other public agencies as well as self referrals. Lifeways believes that addiction is a disease process which can endanger our citizens and community. Our goals are to increase community awareness and reduce the use and consequences of marijuana and other substances in our community. Prevention of marijuana and other substance use is one of our major goals. We are accomplishing this as our prevention staff facilitates classes in local schools to increase youth and family awareness concerning drug use. Lifeways is a member of the Drug Free Coalition and sponsors many community events each year to increase our community's awareness of the dangers of marijuana and other drugs. Lifeways also provides evidenced based substance abuse treatment programs, which include DUI treatment, drug and alcohol assessments, outpatient, group, and individual therapy. Lifeways Recovery Center is our residential treatment provider and also provides social detox beds. This is a co-ed residential facility providing state funded and private insurance substance abuse treatment beds. Lifeways philosophy is that marijuana is a substance that leads to addiction which in turn leads to impairment as well as legal and family issues. Our experience in this community has demonstrated that marijuana use in youth leads to impairments and an ability to be successful in school. In our experience adults that use have difficulty with parenting, maintaining a job, and may

have legal issues. Our experience correlates with data found by the Office of National Drug Control Policy (2010), which reports the potency of marijuana has increased 103% from 1998 to 2008. The report also found that youth are especially at risk with 8th through 12th graders using marijuana more than any other drug. It has been recognized that there is an increased need for education and awareness concerning the danger and long term effects of marijuana use. It is Lifeways goal to reduce the prevalence of marijuana in our community. To stop the sales of marijuana would greatly aid in this effort. It is our belief that sales from marijuana outlets would negatively impact our population and is contrary to our experience and treatment philosophy. Therefore Lifeways would like to join in support of not allowing such businesses to sell marijuana.

Sheriff Brian Wolfe: I'll be real quick, I know that the Court knows what my position is on this matter. So the reason that I am in support of this ordinance is because of the livability factors of Malheur County. I agree with the things that have been stated by Lifeways. My concerns, going to the livability factors, first of all, are youth and the availability of marijuana to them and what it does to the brain development and their ability to function in our communities when under the influence of marijuana. I believe marijuana to be a gateway drug that leads to other things. I can tell you that we have a jail full of folks, had it not been for controlled substances, they would most likely not be in jail. While not all of them are there because of marijuana related issues, not one of them that I've ever talked to didn't start with marijuana. And I could go on and on and on and we could talk about those that use marijuana as medicine, there's lots of studies by physicians, just one real quick interesting note, if it was widely accepted as medicine in the medical field I believe that we would have most of our doctors in Malheur County prescribing it; they do not. There's a reason that there's only two or three doctors statewide that sign between 70 and 80% of those medical applicant cards. And so, you cant tell me that those two or three doctors are smarter than all the rest of the doctors in this state or in our County. So for now I think I'll just leave it at that.

Juvenile Department Director Linda Cummings: I wasn't planning on saying anything but I agree with everything that the Sheriff and Lifeways has said. My big issue with it is, since I'm the director of the juvenile department is how it affects the kids. It's definitely, you know their brain isn't developed until the age of 25 and we're dealing with all these kids that are using at a young age. We have seen, over the last year or so, 7 and 8 year olds bringing drugs, marijuana, to school that they've gotten at their house. And

so we have 7 and 8 year olds, what are we going to do with them? And why, why don't the parents have their marijuana under lock and key if they really do need it for medicinal purposes? I just don't think its under control at their houses and the kids are seeing their parents doing it so they're thinking that there isn't anything wrong with them doing it. And that's, I know I read a, Colorado put out a very thick report as far as issues that they have seen after the first year or two and there was one section with just juveniles in there and what the kids were saying is that they had no intentions of ever trying marijuana until the state made it legal and they figure if the state made it legal there must not be any issues with it. So there were a lot of people, kids, that were trying it, that would never have done it if it wasn't legal. So, I just think that its not a good thing.

There was no further proponent testimony.

Judge Joyce asked for opponent testimony.

Tom Hurd: I'm a citizen of Malheur County and I'm a medical marijuana cardholder for some time now. I've lived in this county for 36 years. My main question, with all of the other ordinances and everything flying, I have here Senate Bill 1531, which essentially codifies the establishment of medical marijuana dispensaries in the state. Now is this in the wind with the passage of House Bill 3400 or whatever it is? That's my question, because this rather unequivocally says that by the first of January 2016 no one, no jurisdiction will have the option of refusing medical marijuana dispensaries and there's a whole gob, read it right here if you want to, there seems to be a whole gob of overlap between recreational stores and medical dispensaries. And, I'm sure Ferrioli is in a real headache right now because his idea was to put the overflow from the medical program into the recreational program as of the first of October to keep it off of the black market. If you ban everything outright then what happens, that's my, essentially that's my, I don't understand what's going on there, I don't understand where this stands with respect to the ordinances like the Vale City ordinance, the Nyssa City ordinance, the Ontario City ordinance.

Judge Joyce: If I understand this correctly, and correct me, the bill stated that if your vote was a no vote then

Hurd: I realize what the bill stated

Joyce: you had the opportunity and option at the county level to create an ordinance that protected those people that voted no.

Hurd: But initiative 91 pertained strictly to recreational marijuana and it stated so very clearly in the text of the initiative is what I'm saying.

Joyce: Okay, appreciate your question.

Hurd: Okay, that's all I have to say

Joyce: For the record

Hurd: For the record

Commissioner Wilson: Maybe Stephanie can answer it better than

Williams: 3400 to some degree invalidates 1531

Hurd: it invalidates it

Williams: we're banning medical marijuana dispensaries

Hurd: nothing I've read to that effect

Williams: but House Bill 3400 allows you to ban medical marijuana facilities and that's our authority

Hurd: Medical marijuana facilities?

Williams: Yes

Hurd: Okay. Well that's all I wanted to know

There was no further opponent testimony.

Judge Joyce closed the hearing. The second hearing will be August 5 at 11:00 a.m.

STATE WELL INSPECTOR OFFICE

Ms. DuBois told the Court that the State is still interested in leasing office space at the Goodfellow building for their Well Inspector. They are proposing a five year lease with a 30 day termination clause. The State will send a lease proposal for the County's review.

COURT ADJOURNMENT

Court was adjourned.



MALHEUR COUNTY COURT MINUTES

AUGUST 5, 2015

County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois, County Counsel Stephanie Williams and Juvenile Department Assistant Director Susan Gregory.

Also present was John Braese of the Malheur Enterprise.

ROAD DEPARTMENT -WRIGHT PROPERTY

Road Supervisor Richard Moulton and Lee and Charity Wright met with the Court regarding property the Wrights are offering for sale. The property is approximately 20 acres in the Brogan area and includes an untapped gravel pit that is currently approved for 5 acres with additional aggregate acreage available; there is also a manufactured home on the property and water rights through Orchard irrigation. Mr. Moulton is proposing the County purchase the property for the benefits of the gravel source. The Road Department does not have a gravel source in the Brogan area and currently hauls its gravel from the Eagle Picher area to the Brogan area which constitutes approximately 60+ miles round trip with trucks that average about five miles to the gallon of fuel. Mr. Moulton estimated that the Wright's gravel source would provide 50 years of rock for roads in the Willowcreek/Brogan area. The asking price for the property is \$200,000.

The Court members were in agreement that it would be beneficial and in the public's best interest to have a gravel source in that area for the Road Department's use. The Court requested staff further research the matter; a preliminary title report needs to be obtained, tax information from the Assessor's Office needs researched, and an agreement between parties for closing costs, title insurance, and such should be made. Commissioner Hodge said the financing would be done with Bank of Eastern Oregon.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of July 24, 2015 as written. Commissioner Wilson seconded and the motion passed unanimously.

FUND TRANSFER RESOLUTION

Commissioner Wilson moved to approve Resolution R15-25: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Hodge seconded and the motion passed unanimously. The resolution accounts for end of the 2014-2015 fiscal year necessary budget transfers. See instrument # [2015-2860](#)

County Court was closed and the Malheur County Agricultural Educational Extension Service District session was opened.

FUND TRANSFER RESOLUTION

Commissioner Hodge moved to approve Resolution R15-26: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Wilson seconded and the motion passed unanimously. The resolution transfers funds from Payroll Costs to Liability Insurance for the 2014/2015 fiscal year. See instrument # [2015-2859](#)

The Extension District session was closed and County Court reopened.

PROPERTY LINE ADJUSTMENT DEED

Commissioner Hodge moved to approve Property Line Adjustment Deed with ODFW and OSU and Malheur County. Commissioner Wilson seconded and the motion passed unanimously. The deed adjusts the common property line between the parcels owned by ODFW and the adjacent parcel owned by OSU (Experiment Station) on Clark Boulevard. The deed will be recorded after execution by all parties.

FACILITIES AT COUNTY BOAT RAMP - LAKE OWYHEE

Ms. DuBois explained that the County is no longer receiving MAP (Maintenance Assistance Program) funds from the Marine Board for the facilities at the Lake Owyhee County Boat Ramp as the ramp is closed. There is a vault toilet and dumpster(s) at the location. Staff is following up on what the cost is for the dumpster(s) and cleaning of the toilet facility.

ORDER DESIGNATING NEWSPAPER

Treasurer Jennifer Forsyth met with the Court regarding designating a newspaper for publication of the 2015 tax foreclosure list. Mr. Forsyth requested the Argus Observer be used as it has a larger circulation number and over half of the tax foreclosures are in the Ontario area. Mr. Braese from the Malheur Enterprise asked for some common sense and latitude and offered to provide the statistics for circulation in the other areas of the county such as Adrian and Nyssa. Commissioner Wilson moved to authorize the publication of the 2015 tax foreclosure list in the Argus Observer as requested by Ms. Forsyth. Commissioner Hodge seconded and the motion passed unanimously. Order No. GO-10-15: In the Matter of the Designation of a Newspaper for the Publication of the 2015 Malheur County Tax Foreclosure List. See instrument #[2015-2864](#)

OSGP RESOLUTION

Commissioner Wilson moved to approve Resolution R15-29: Resolution for Inclusion Under the State of Oregon Deferred Compensation Plan (also known as the Oregon Savings Growth Plan. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2015-2861](#)

Ms. Gregory left the meeting.

CHILD SUPPORT SERVICES AGREEMENT

Commissioner Wilson moved to approve Department of Justice Cooperative Agreement #15432 for Child Support Services through the District Attorney's Office. Commissioner Hodge seconded and the motion passed unanimously. The agreement expires August 1, 2019. A copy will be returned for recording.

PUBLIC HEARING - SUPPLEMENTAL BUDGETS RESOLUTION R15-27 AND R15-28

Judge Joyce opened the public hearing for consideration of Supplemental Budget Resolutions R15-27 and R15-28. Notice of the hearing was published in the newspaper.

Commissioner Hodge moved to approve Resolution R15-27: In the Matter of Fiscal Year 2015/2016 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. The resolution allocates the spending of State Mental Health funds which were received, but not anticipated when the adopted budget was prepared; these funds are State pass-through funds for services provided by Lifeways; and

allocates the spending of additional ODVA Expansion and carryover funds which were received but not anticipated when the adopted budget was prepared. See instrument #[2015-2862](#)

Commissioner Hodge moved to approve Resolution R15-28: In the Matter of Fiscal Year 2015/2016 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. The resolution decreases the allocation of the MAP Maintenance Funds to the Marine & Park from the Oregon State Marine Board by \$2,288 due to the closure of the Owyhee boat ramp; and;

decreases the allocation of the General County Equipment Fund by \$170,000 for a new fund total of \$414,400. See instrument #[2015-2863](#)

Mr. Braese left the meeting.

Larry Meyer of the Argus Observer joined the meeting.

Susan Gregory rejoined the meeting.

PUBLIC HEARING - ORDINANCE NO. 211

Judge Joyce opened the public hearing for consideration of Ordinance No. 211: Prohibiting the Possession of Marijuana on County Owned or Operated Property and Facilities; and Declaring an Emergency. Notice of the hearing was published in the Malheur Enterprise.

Ms. Williams explained that the ordinance prohibits the possession of marijuana on all County properties/facilities.

There was no proponent or opponent testimony.

Judge Joyce closed the hearing.

Commissioner Hodge moved to adopt Ordinance No. 211: Prohibiting the Possession of Marijuana on County Owned or Operated Property and Facilities; and Declaring an Emergency. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2015-2865](#)

SECOND PUBLIC HEARING - ORDINANCE NO. 210

Present for the second public hearing to consider Ordinance No. 210: Prohibiting Marijuana Processing Sites, Medical Marijuana Dispensaries, Marijuana Producers, Marijuana Processors, Marijuana Wholesalers, and Marijuana Retailers in Malheur County were: Steve DeBoer, and Mike and Kris Horton.

Judge Joyce opened the hearing and asked for a staff report.

Ms. Williams explained that this was the second and final hearing for Ordinance No. 210 and that HB 3400 allowed for counties with more than 55% of votes cast in opposition to Ballot Measure 91 in the November 2014 election to prohibit various activities relating to marijuana; 68.72% of votes cast in Malheur County during the election were in opposition to Ballot Measure 91.

Judge Joyce asked for proponent testimony.

Michael Horton, Nyssa, Oregon: I'm an attorney in Nyssa, I represent the City of Nyssa, City of Jordan Valley, a number of governmental organizations; I have a number of small family businesses, ranches, farms, that I represent also. One of my clients is the Owyhee Irrigation District and I'm also secretary of the Joint Committee of the Owyhee Project. I have suffered from multipleschorolisis for the last, going on close to 30 years. During that time I have never considered taking any illegal substance to help my medical condition; I take doctor prescribed weekly injections, I take legal pain medication for pain management and symptom management. One of the reasons I've never considered taking any illegal substance is that as an attorney in the state of Oregon I've taken an oath of office, as you commissioners have taken and most of the state officials, county officials and city officials. And in that oath is a statement to support the laws of the United States. Marijuana possession, cultivation, use, is illegal under federal law. There's the argument that by passing this ordinance that the County

will be pushing marijuana onto the black market; that argument is without merit since Oregon's scheme is illegal under federal law and is technically a black market in and of itself. When Oregon became a state it chose to be admitted to the Union, entered into a contract with all of the other states in the United States, to submit to federal authority. Oregon's decision move the way that it has moved is a breach of contract with the other states in the Union. In a way, Oregon's chose to succeed from the Union of the United States with those other states with regard to this issue. The conflict between federal and state law creates huge problems. I think we're just starting to see the beginning of those problems in Colorado; the taxation issues, there's a number of other issues. As attorney and secretary for the Owyhee Irrigation District and Joint Committee of the Owyhee Project, we've received a directive from the Commissioner of the Bureau of Reclamation that no federal project water is to be used for the cultivation of marijuana. Most of the facilities that would be in the unincorporated areas of the county would probably be looking at cultivation. Most of your dispensaries and those types of sites are probably going to be in the incorporated areas. The majority of your irrigated acres in Malheur County are under federal projects and receive federal project water. And so you create this conflict between the irrigation districts and their directives and then the end users and what they are wanting to grow. So I'm speaking in favor of your proposed ordinance; I encourage the Commission to adopt it and I thank you for your time. God Bless America.

Written testimony was received from Ron and Nancy Haidle, 488 NW 12th St, Ontario:

Dear Malheur County Court:

Although we are not able to be at your August 5 hearing on Ordinance #210 in person, our wish is to officially go on record with the County Court to say we are in favor of supporting Ordinance #210 which PROHIBITS the establishment of marijuana processing sites, medical marijuana dispensaries, marijuana producers, marijuana processors, marijuana wholesalers, and marijuana retailers in the area subject to the jurisdiction of the Malheur County. The citizens showed by a vote of almost 70% in our County that we are not in favor of condoning marijuana use in our state, in any way, shape, or form. As a resident with property in Malheur County, we are asking you to honor the wishes of the majority of voters.

Our various medical providers, police and fire departments, parole and probation, mental health, and so many other care and safety providers are already overworked and underpaid for dangerous situations they currently face daily. Let's not make their jobs more impossible.

Drug use is a health hazard we all have to pay for in one way or another, whether it be for higher taxes to pay for increased Medicaid and food stamps to people who become no longer employable, unemployment benefits to those who drop out of school, increased abuse, property and personal crimes, or even death at the hands of those who may become temporarily insane due to improper use of drugs.

These are just a few of the reasons we are very grateful our county has been given the option to implement this one safeguard to help protect our citizens, as well as those communities and states around us.

Thank you ALL for investing your time and talents to serve on the county court, making many important decisions each meeting.

Respectfully submitted, Ron and Nancy Haidle

Judge Joyce asked for opponent testimony.

Steve DeBoer commented he wasn't going to testify as he felt the Court had already made up their minds. Commissioner Hodge encouraged Mr. DeBoer to testify as this was his opportunity to go on record.

Steve DeBoer, Ontario, Oregon: My thoughts are, you know, you see the money, you look at the statement that was made in the Statesman about 2 ½ -3 weeks ago, one dispensary doing \$1,438,000 in one month; 17% of that goes to the State; 3% to the City. If you break it down, the 3% is \$71,000 for the City. Granted it's not the County, I don't know how it will break up through the County. But \$71,000 you guys are just going to throw away and not....

Commissioner Wilson: Where was the, I shouldn't use up your time, I'll ask you later

DeBoer: Go ahead.

Wilson: Where was this done at?

DeBoer: Portland

Wilson: In Portland. Okay, go ahead.

DeBoer: Roughly \$400,000, you know, for the State through taxes. I can't see why people are not wanting to take advantage of that money. You know, especially with Malheur County being the poorest county in the state and

being ranked in the top 15 in the nation for being the poorest county. Somebody wants to give you money and you're not taking advantage of it. That's what I've got.

There was no further opponent testimony.

Judge Joyce asked for rebuttal testimony.

Horton: On the taxation issue; the amounts that actually end up going to the county are 10% of the; the State's going to have a 17% sales tax, the counties in the state of Oregon will get 10% of that amount; of that 10% its then divided into two different 5% portions – one for dispensaries and retail sales; the other 5% for the processing sites. In the first year the tax revenue is then shared among the counties based upon population percentages. I think at the Nyssa public hearing Mr. Kimball had calculated it for the City of Nyssa, the total amount that they would receive in that first year would be \$750 in tax revenue. After the first year, the payment to the counties will be based upon the number of facilities within that county and then those facilities you take into account the total number of facilities within the entire state and then divide that by the number that you have in your area. So for example, if there are 500 dispensaries or retail establishments, or let's say 300, within the state of Oregon and there's one located here in Malheur County then you get 1/300 of that 5%, and that's only after the State has taken their share of the funds for administration of the program and OLCC has gotten out its portion of the revenue. In addition, the law says that this money is to be used for law enforcement for enforcing this particular laws.

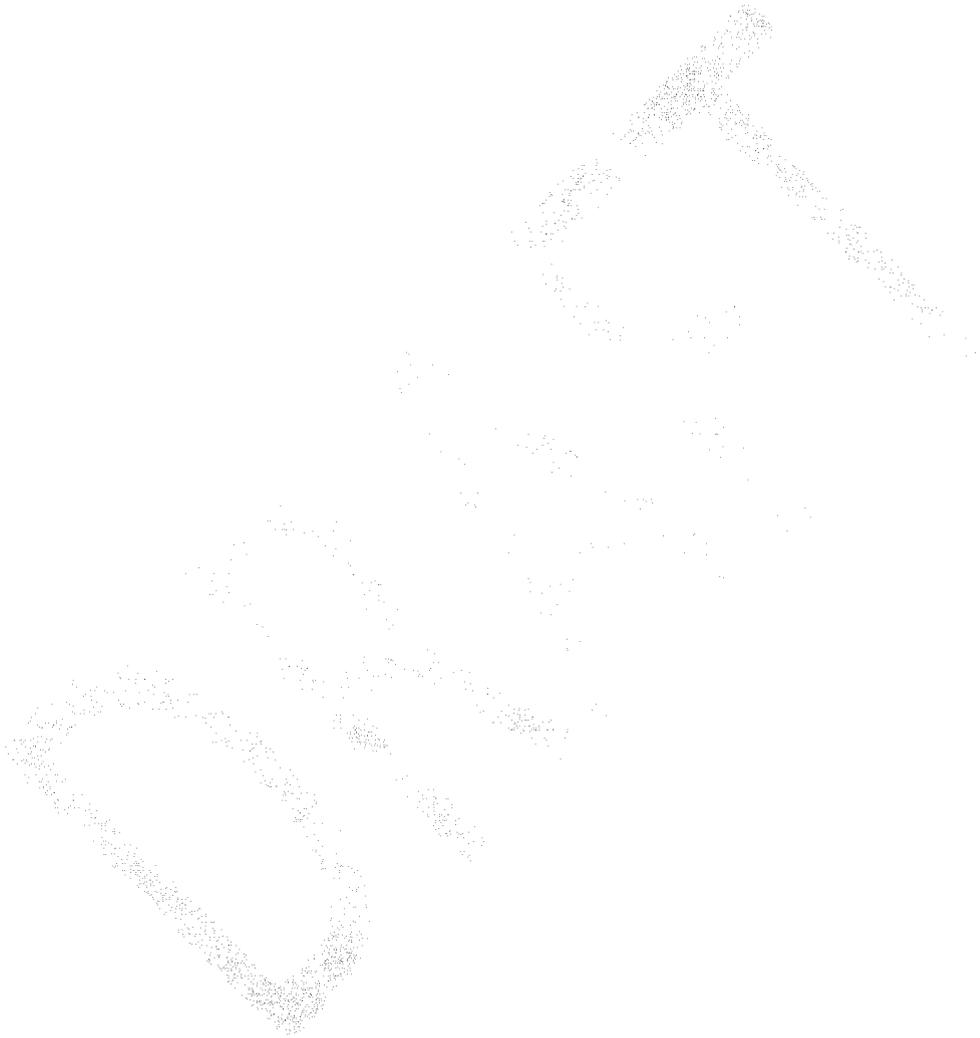
Judge Joyce asked for staff summary and recommendation. Ms. Williams restated this was the final hearing and that the recommendation was to adopt the ordinance. Additionally, after adoption of the ordinance it would be forwarded to OLCC and Oregon Health Authority.

Judge Joyce closed the hearing and asked for deliberation.

Commissioner Hodge moved to adopt Ordinance No. 210: Prohibiting Marijuana Processing Sites, Medical Marijuana Dispensaries, Marijuana Producers, Marijuana Processors, Marijuana Wholesalers, and Marijuana Retailers in Malheur County. Commissioner Wilson seconded and the motion passed unanimously. The ordinance is effective immediately. See instrument # [2015-2858](#)

COURT ADJOURNMENT

Court was adjourned.



AGENDA REPORT

_____, 2015

TO: Honorable Mayor and City Council Members

THROUGH: Tori Barnett, Interim City Manager

FROM: Chief Mark Alexander

SUBJECT: RESOLUTION #2015-*: A RESOLUTION UPDATING FEES FOR CODE ENFORCEMENT RELATED SERVICES**

DATE: August 5, 2015

SUMMARY:

Attached is the following document:

- Resolution #2015-***

The Police Department would like to update fees for Code Enforcement services, specifically second and subsequent administrative fees for nuisance abatement notices.

PREVIOUS COUNCIL ACTION:

09-08-2015 Council approved Ordinance #2705-2015, allowing the assessment of fees for second and subsequent abatement notice service, on Second and Final Reading.

BACKGROUND:

Code Enforcement Officers can notify a property owner or person in charge that a nuisance exists and give them specified days to remove the issue. If not addressed, the City has the authority to abate the nuisance and charge the property owner or person in charge for costs incurred.

In the first quarter of 2015, Ontario Code Enforcement Officers issued 270 abatement notices, but only had to complete (17) seventeen actual abatements. Staff time is spent preparing the notices and confirming compliance. Even with compliant property owners or persons in charge, second or subsequent notices are being sent each year.

On September 8, 2015, the City Council approved Ordinance #2705-2015, which allows the assessment of administrative fees for the service of second and subsequent abatement notices. The designation of that fee is set by Resolution. The Police Department recommends \$100 be set as an administrative fee for second and subsequent service of abatement notices.

FINANCIAL IMPLICATIONS:

An administrative fee of \$100 for second and subsequent abatement notice service would be established.

ALTERNATIVE:

The Council may vote to propose different rates.

RECOMMENDATION:

Staff recommends that the Council adopt Resolution 2015-***.

PROPOSED MOTION:

I move that the Council adopt Resolution 2015-***, A RESOLUTION UPDATING FEES FOR CODE ENFORCEMENT RELATED SERVICES.

RESOLUTION NO. 2015-***

**A RESOLUTION CREATING AND UPDATING FEES FOR
CODE ENFORCEMENT RELATED SERVICES**

WHEREAS, abatement notices are served for non-compliant properties due to nuisances such as weeds and garbage violations; and

WHEREAS, though compliant, some property owners or persons in charge of properties continue to receive notices, requiring additional staff time; and

WHEREAS, second and subsequent abatement notices are subject to administrative fees set by resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council for the City of Ontario:

A fee of \$100 shall be adopted for the administration of second and subsequent property nuisance abatements.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____ 2015, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2015.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

Hand-Out 9B

CH2M HILL Contract Amendment No. 1

City Council Meeting
August 17, 2015

AMENDMENT NO. 1
to the
AGREEMENT FOR OPERATIONS,
MAINTENANCE, AND MANAGEMENT SERVICES
for the
THE CITY OF ONTARIO, OREGON

This Amendment No. 1 (the "Amendment") to the Agreement for Operations, Maintenance, and Management Services for the City of Ontario Oregon, dated June 4, 2014 (the "Agreement") is made and entered into this ____ day of August, 2015 by and between the (hereinafter "City") and Operations Management International, Inc. (hereinafter "CH2M HILL").

NOW THEREFORE, Owner and CH2M HILL agree to amend the Agreement as follows:

1. Appendix A, Section A.6 is deleted in its entirety and replaced with the foregoing:

A.6 "Capital Expenditures" shall mean any expenditure for a capital improvement which the City elects to or is required to pay under its Capital Improvement Fund for either new equipment or facilities, or for non-routine expenditures which are planned and budgeted for.
2. The following Section D.7 is added to Appendix D:

D.7 581 SW 33rd St, Ontario, OR 97914
3. The following is added to Appendix H, Section H.1:

745 NW 3rd Avenue, Ontario, OR, 97914 (Custodial Services Only)
4. Appendix B is deleted in its entirety and replaced with the Appendix B attached hereto.
5. Appendix E is deleted in its entirety and replaced with the Appendix E attached hereto.

This Amendment together with any previous Amendments and the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in force and effect. Neither this Agreement nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

THE CITY OF ONTARIO, OREGON

Authorized Signature:

Authorized Signature:

Scott Neelley
Vice President
Date: _____

Date: _____

APPENDIX A -

APPENDIX B - SCOPE OF SERVICES

B.1 GENERAL

- B.1.1 CH2M HILL will staff the Project with employees who have met the certification requirements or at the beginning of this Agreement who are working on their certification for the State of Oregon, and conduct necessary and required training programs for all personnel to ensure proper operation of the Project and performance of the Services. For the employees of CH2M HILL who are working on obtaining their certification, CH2M HILL will apply for reciprocity at next certification time with the State of Oregon.**
- B.1.2 CH2M HILL shall staff the Project with a Project manager who shall perform the duties of the City's Public Works Director, as set forth in the City's Municipal Code on the Commencement Date.**
- B.1.3 CH2M HILL shall be responsible for and manage the delivery of Services under this agreement through the implementation of various programs to document and schedule the efficient implementation of the work, which shall be further defined in the Technical Standards.**

 - B.1.3.1 Repairs and activities to be provided under the terms of this Agreement shall be documented, assigned a Work Order number, and shall be tracked for completion by CH2M HILL.**
- B.1.4 Unless and except as otherwise specified herein, CH2M HILL shall pay all Direct Cost incurred in normal Project operations, subject to any applicable limits set forth in Appendix E.**
- B.1.5 CH2M HILL shall have the responsibility to administer all safety programs, inspections, training, safety, equipment Repair, and Preventive Maintenance required to comply with OSHA and State of Oregon regulations.**

 - B.1.5.1 Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, CH2M HILL shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license, or authority.**
 - B.1.5.2 CH2M HILL shall provide to all employees performing the Services under this Agreement, training specific to the CH2M HILL's safety program, within forty-five (45) days from the effective date of this Agreement.**

- B.1.5.3 CH2M HILL shall place, at each permanently staffed project facility, a copy of CH2M HILL's Corporate Safety Program and provide all employees training specific to this Scope of Services.
- B.1.5.4 After the Commencement Date, any OSHA regulations, laws, or regulations or changes in OSHA regulations, other laws or State of Oregon regulations requiring subsequent improvements to the Project will be considered for purposes of this Agreement, an Out of Scope.
- B.1.6 CH2M HILL shall provide City with standard operating procedures which shall be reviewed and updated, if needed, annually.
- B.1.7 Repairs.
 - B.1.7.1 CH2M HILL shall provide and document all Repairs for the project, provided the total amount CH2M HILL shall be required to pay for materials and outside services does not exceed the Repairs Limit during any one (1) Year of this Agreement. In the event that a Repair is anticipated to exceed Ten Thousand Dollars (\$10,000) CH2M HILL shall obtain City's consent prior to commencing such Repair. In the event of an emergency, if a Repair exceeding this amount is required to prevent the imminent loss of life or property, CH2M HILL shall use best efforts to obtain City's prior consent, but shall be able to proceed with the Repair without City's prior consent.
 - B.1.7.2 Upon prior notification and concurrence, City shall pay all Repair Costs in excess of the Repairs Limit. Except as otherwise specified in Appendix A.18, CH2M HILL's on-site labor costs are not considered a part of Repair Costs.
 - B.1.7.3 CH2M HILL shall provide City with an accounting of Repairs on a monthly basis. CH2M HILL shall provide City with a detailed invoice of Repairs over the Repair Limit.
 - B.1.7.4 The Parties shall negotiate the Repairs Limit for each Year no later than ninety (90) days prior to the commencement of the subsequent contract Year. Should the Parties fail to agree, the Repair Limit will be increased by using the Base Fee Adjustment Formula shown in Appendix E.3.
 - B.1.7.5 CH2M HILL shall conduct "repair versus replace" analyses for potential Repairs. Where annual Repair Costs are less than Forty Percent (40%) of replacement Costs, the item will be repaired unless replacement is authorized by Owner. Where the annual repair costs are greater than Forty Percent (40%) of replacement costs and the item otherwise qualifies as a Capital Expenditure, the analysis will be submitted to City for a decision concerning replacement.
- B.1.8 Emergencies.

- B.1.8.1 CH2M HILL will work with City staff to create, revise, and carryout emergency plan protocols.
- B.1.8.2 CH2M HILL shall provide sufficient on-call staff to respond to emergency calls 24 hours per day, 7 days per week. Staff will respond as soon as possible, but no later than (2) hours after receipt of an emergency call. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.
- B.1.8.3 In the event of a disaster, natural or manmade, CH2M HILL shall assist when reasonable and safe to do so, within the current project staff capabilities or capabilities of subcontracted services, with the clearing of streets of fallen trees and debris, cave-ins, wash outs, etc.

B.2 WASTEWATER TREATMENT PLANT

- B.2.1 Within the design capacity and capability of the City's facilities, CH2M HILL shall manage, operate, and maintain the WW Plant, so that effluent discharged, meets the requirements specified in Appendix C.
- B.2.2 CH2M HILL may alter the process and/or facilities to achieve the objectives of this Agreement, subject to the requirements of Appendix B.1.7.
- B.2.3 CH2M HILL shall document all Preventive Maintenance performed. City shall have the right to inspect maintenance records during normal business hours.
- B.2.4 CH2M HILL shall prepare all NPDES permit reports pertaining to the services CH2M HILL provides under this Agreement and submit these in a timely manner to City, Department of Environmental Quality ("DEQ"), and other appropriate regulatory agencies. Any assistance with the NPDES reports beyond what is provided for in this section shall be a Scope Change.
- B.2.5 CH2M HILL shall be responsible for treating, transporting, and disposing of all Residuals generated at wastewater treatment plants to the Payette County Landfill, Payette, Idaho. Removal of accumulated lagoon and irrigation pond Residuals at the WW Plant by CH2M HILL will be considered an Out of Scope or CIP project. City and CH2M HILL agree that City is the generator of the residuals.
- B.2.6 CH2M HILL shall provide City with updated emergency operating plan for the WW Plant which shall be reviewed and updated, as needed.
- B.2.7 CH2M HILL shall operate the WW Plant, all processes and facilities in such a manner that odor problems are minimized including odors from grit, grease, scum, and other odor sources.
- B.2.8 CH2M HILL shall comply with regulatory requirements including DEQ and Environmental Protection Agency requirements regarding the WW Plant

operations and maintenance, and provide City with reports and other information regarding potential or actual violations involving the Project. Changes in existing regulatory requirements which increase costs are considered Scope Changes.

- B.2.9 CH2M HILL shall provide all laboratory testing and sampling required by City's NPDES permits which are applicable on the date of the Commencement Date, and provide results of such testing and sampling to City in a timely manner. Any change in NPDES testing requirements shall be considered a Scope Change. CH2M HILL shall use of the City's laboratory to perform testing and sampling for the benefit of City only, unless CH2M HILL contracts with City separately to use City's laboratory to perform testing and sampling for other entities.

B.3 COLLECTION SYSTEM

- B.3.1 Inspect and clean the Sanitary Collection System, including lines, manholes, and pump station wet wells in accordance with a mutually agreed upon schedule, which shall be revised periodically based on the Sanitary Collection System needs to maintain free-flowing conditions. The goal shall be to inspect and clean the entire Sanitary Collection System every three (3) years in which this Agreement is in effect, inaccessible locations excepted. It is agreed by both Parties that the number of emergency Repairs required in excess of twenty (20) Repairs in any one Year may impact the inspection and cleaning schedule.
- B.3.2 Operate and maintain pump station systems, including those at the Snake River Correctional Institution headworks, to insure free-flowing conditions and elimination of Pump Station overflows. Telemetered Pump Stations will be inspected weekly, and non-telemetered pump stations will be inspected daily, or on a mutually acceptable schedule.
- B.3.3 Respond to call-outs 24-hours/day to investigate blockages within two (2) hours of notification, and cleared as soon as reasonably possible. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.
- B.3.4 Perform up to twenty (20) emergency line Repairs per year, and only to a maximum depth of five (5) feet. Any emergency line Repairs which exceed five (5) feet in depth or are requested after the twenty (20) emergency Repairs have been performed, an outside service contractor may be employed.
- B.3.5 Adjust manholes as needed.
- B.3.6 Televisive lines to locate lateral and stub-out connections and sources/causes of problems.
- B.3.7 Perform dye and smoke testing to locate laterals, broken lines and illegal connections.

- B.3.8 CH2M HILL will maintain the City's Stormwater Collection System, including storm drainage system piping, ditches and inlets. CH2M HILL will clean the storm drainage collection system on an as needed basis.
- B.3.9 CH2M HILL will respond to calls related to clogged storm drainage inlets during snow melting or heavy rain events.
- B.3.10 CH2M HILL will continue City's annual fall leaf pickup service to prevent clogging of catch basins and storm drains, where the citizens in town voluntarily rake up the leaves from the trees in their yard(s), bag the leaves, and place the bags at the curb for CH2M HILL staff to load the bagged leaves in and haul the bagged leaves to a disposal site.
- B.3.11 CH2M HILL will participate in and monitor compliance with the various discharge rules set by the Oregon DEQ, specifically the Snake River/Hell Canyon Total Maximum Daily Load ("TMDL") requirements, in accordance with City's Stormwater Management Plan.

B.4 LINE LOCATES

- B.4.1 All line locate requests shall be made directly to CH2M HILL through the Oregon Utility Notification Center, and CH2M HILL will be responsible for responding to all line locate requests. CH2M HILL shall perform regularly scheduled Collection System and Water Distribution System line locates, within the time frame specified by the Oregon Notification Center, generally two (2) days from the time the locate ticket is issued. In the event that Project staff resources are otherwise occupied in a higher priority task or project and are unavailable to perform the locate, the cost for such locates shall be considered a Repair cost.
- B.4.2 Emergency locates shall be performed as soon as reasonably possible, given the nature of the emergency and the potential of imminent loss of life or property.
- B.4.3 City shall give CH2M HILL access to City's database of information about the locations of all public sanitary and storm water lines associated with City's Collection System. That information may not be accurate enough to rely on for the purpose of doing precise line locates, particularly in older areas of City, in which case CH2M HILL will reasonably attempt to obtain information from other sources in performing a line locate subject to the standard operating procedures mutually developed and agreed upon by CH2M HILL and the City.
- B.4.4 CH2M HILL shall mark all public collection lines and pressure lines according with a margin of error of 2 feet of each side of the locate, in accordance with the Oregon Administrative Rules, Chapter 852, Division 1, as defined in the Oregon Utilities Coordinating Council Standards Manual.
- B.4.5 CH2M HILL shall exercise reasonable care and diligence in performing line locates. City shall pay for any repairs to private property or public utilities

resulting from errors in marking due to insufficient or erroneous information supplied by City when other information was not reasonably available to CH2M HILL, as set forth in the standard operating procedures. Damage due to operator misinterpretation shall be paid for by CH2M HILL.

B.5 WATER TREATMENT PLANTS

- B.5.1** Within the design capacity and capability of the Water Treatment Plants, manage, operate, and maintain the WT Plants so that finished water discharged from the WT Plants meets the requirements specified by the State of Oregon and U.S. Environmental Protection Agencies for Public Water Systems and National Primary Water Treatment Regulations as outlined in Appendix C. CH2M HILL shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project.
- B.5.2** Perform all laboratory testing and sampling currently required; daily, weekly, monthly, and annual by the State and Federal Safe Drinking Water Regulations required at the WT Plants, from raw water screens until the plant finish water meter. Additional laboratory testing and sampling requested by the City or regulatory agency, including testing for arsenic, will be provided on a fee per test basis to be determined at the time of the request.
- B.5.3** Provide and document all Preventive Maintenance for the WT Plants. City shall have the right to inspect these records during normal business hours.
- B.5.4** Provide and document Repairs for the WT Plants.

B.6 WATER DISTRIBUTION AND METER READING

- B.6.1** CH2M HILL shall operate, maintain and repair the City's treated Water Distribution System, as described herein, in accordance with generally accepted industry standards, environmental regulations, and the City's construction standards in such a manner as to efficiently deliver treated water to the City's customers.
- B.6.2** CH2M HILL shall maintain City's Back Flow Cross Connection Program as follows: For all private residences and commercial properties, CH2M HILL shall maintain records of all existing back flow devices and installation of new devices. For all of the facilities set forth in Appendix D and Appendix H, CH2M HILL shall maintain all backflow devices.
- B.6.3** CH2M HILL shall respond to any Water Distribution System pipe line leak or break, as soon as possible, but in any event, within two (2) hours of being notified or otherwise learning of such leak or break. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.

- B.6.4** CH2M HILL shall affect proper repair of any Water Distribution System leaks or breaks which occur within any water and/or service lines up to and including the water meter installation located on public or private property. CH2M HILL shall not be responsible for repair of any leaks or breaks in water service lines from the City's customer side of the water meter installation to the dwelling located on either public or private property. However, CH2M HILL shall make reasonable effort to notify available occupants of such property that a leak or break exists or post such notice in a conspicuous location on the property. If a leak or break between the water meter installation and property dwelling is severe to the extent that it could cause real or property damage, CH2M HILL shall have the right to shut off such service and shall make reasonable effort to contact property occupants available or post notice to contact CH2M HILL.
- B.6.5** In the course of performing work on the City's water distribution system, CH2M HILL shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation. CH2M HILL shall backfill and compact such excavation in accordance with the City's standards and specifications for construction and traffic control procedures, which shall be considered a Repair. At City's request, CH2M HILL may provide finished resurfacing and/or re-sodding and landscaping, which shall be considered a Repair. All resurfacing, re-sodding and landscaping shall be limited to Five Thousand Dollars (\$5,000) per Work Order or event. Any work required in excess of such limit shall require the consent of the City. The City shall have the right to inspect and test any or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with the City's standards and specifications for such construction.
- B.6.6** CH2M HILL shall implement a water distribution system maintenance program which will include regular flushing of dead end system main lines, valve exercising, system pressure regulator valve testing and system zone pressure balancing, on an as needed basis.
- B.6.7** CH2M HILL shall not be responsible for any repairs to private property or public utilities resulting from errors in marking due to insufficient or erroneous information supplied by City.
- B.6.8** CH2M HILL shall install new water service connections and/or water meters in a timely manner and in no event later than the second (2nd) business day after receipt of a Work Order calling for such installation, unless any delay beyond five (5) days is due to unavailability of parts or circumstances outside of the control of CH2M HILL which prevent installation, in which case such work will be completed as soon as the parts are obtained.
- B.6.9** CH2M HILL shall complete Work Orders for disconnections, reconnections, meter tests, and other general Work Orders for existing water services in a timely manner and in no event later than the second (2nd) business day after receipt of a Work Order, unless any delay beyond three (3) business days is due to

unavailability of parts or circumstances outside of the control of CH2M HILL, in which case such work will be completed as soon as the parts are obtained. Any Work Order received after 3:30 p.m. will be considered received on the next business day.

- B.6.10 CH2M HILL shall perform new meter installations and meter changes and provide the City's customer service department with a monthly update of completed Work Orders for any meter changes and new meter installations. New meter installations and meter changes to the main meter body shall be limited to fifty (50) meters per Year. Any additional installations or changes shall be included Scope Change.
- B.6.11 CH2M HILL shall respond to emergency conditions without a Work Order and within two (2) hours of being notified or otherwise learning of such emergency. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.
- B.6.12 CH2M HILL shall be entitled to receive additional compensation for service requests requiring alteration, modification, addition or deletion of any existing water distribution system components.
- B.6.13 CH2M HILL shall read water meters with a radio-read device, according to a mutually agreed upon schedule, and provide the data to the City's finance department.

B.7 FIRE HYDRANTS

- B.7.1 CH2M HILL shall provide the City's fire department with a tabulation of hydrants that have been added, removed or repaired when these are completed. A year-end status of fire hydrant identification and location within the water distribution system also shall be provided annually.
- B.7.2 CH2M HILL shall perform minimum maintenance which includes: a visual inspection of the hydrant; a check for leaks; lubrication of the outlet threads, cap threads and valve stem. Any parts and materials required for the maintenance and repair of fire hydrants shall be considered a Repair. Records of this maintenance shall be provided by CH2M HILL to City and to the City's fire department annually.
- B.7.3 CH2M HILL shall flush mains as necessary. Dead-end mains shall be flushed on an as-needed basis, and at least annually. If a dead-end main cannot be flushed as described herein, CH2M HILL shall report such locations to the City for possible installation of a blow-off or hydrant that would provide flush point access.

B.8 PUBLIC WORKS OPERATIONS GENERALLY

B.8.1 Public Works services shall be performed by CH2M HILL in accordance to manuals, standards, and guidelines which shall have the following order of precedence:

B.8.1.1 Technical Standards, as may be updated from time to time in accordance with the terms of this Agreement;

B.8.1.2 City of Ontario ordinances, resolutions, or other council adopted items;

B.8.1.3 City of Ontario specifications, procedures and guidelines;

B.8.1.4 Malheur County specifications, procedures and guidelines;

B.8.1.5 Manual on Uniform Traffic Control Devices - 2009;

B.8.1.6 Oregon Department of Transportation Standards and Specifications - 2011;

B.8.1.7 Oregon Department of Transportation Pavement Design Manual - 2013;

B.8.1.8 American Association of State Highway and Transportation Officials (AASHTO), Federal Highway Administration, American Waterworks Association or Institute of Traffic Engineers specifications, procedures and guidelines as applicable

B.8.1.9 Generally accepted industry standards

B.8.2 Customer Service.

B.8.2.1 CH2M HILL shall provide administrative clerical support to assist with Public Works Department functions and operations by performing such tasks as, but not limited to, answering phones, greeting customers (reception services), issuing public works permits, filing and records management, responding to citizen inquiries, preparing correspondence, and performing other miscellaneous clerical tasks.

B.8.2.2 CH2M HILL, its agents and employees, will conduct all of their interactions with the citizens and the public relating to the performance of the Services in such a manner as to provide customer service that reflects positively upon City's reputation and public image.

B.8.3 Unless otherwise noted in this Agreement, CH2M HILL shall maintain for the purpose of City business, staffed Public Works Operations, Monday through Friday, with the exception of these ten (10) holidays:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

B.9 STREET AND RIGHT-OF-WAY MAINTENANCE

B.9.1 Snow removal.

- B.9.1.1 CH2M HILL shall establish, with City, mutually agreed upon protocols for snow events.**
- B.9.1.2 CH2M HILL shall oversee all aspects of a snow event, including ensuring that CH2M HILL staff is familiar with the current conditions.**
- B.9.1.3 CH2M HILL's personnel will maintain regular contact with the City's designee, relaying current weather conditions, road conditions, and staffing levels, and recommending additional deployment or material applications as the situation dictates.**
- B.9.1.4 City and CH2M HILL agree that the Base Fee set forth in Appendix E is based upon an assumption of four (4) major snow events (of two (2) inches or more of snow) per year. In the event that the number of major snow events exceed four (4) events, the Parties agree to negotiate, in good faith, additional compensation.**
- B.9.1.5 City and CH2M HILL shall agree to primary and secondary routes for snow removal. The lane-miles of primary and secondary (collector) routes is 41.5. Snow removal on State Highways located in the City limits remain the responsibility of the state of Oregon. CH2M HILL will continue to maintain the mutual aid relationships between City, Malheur County and the state Oregon with respect to routes in or bordering City. City will fully indemnify CH2M HILL for any claims or damages with shall arise as a result of its participation in of or in furtherance of the**

mutual aid relationship, that are not a result of CH2M HILL's negligence or willful misconduct.

- B.9.1.6 Selected residential streets, which shall be mutually agreed upon by CH2M HILL and the City, will be plowed by CH2M HILL when snow accumulation is six (6) inches or more, within a twenty-four (24) period. Residential snow routes total approximately 170 lane miles.
- B.9.1.7 Stakes are provided or delivered from City, at no charge, to the disabled and elderly who are unable to clear the berm at their homes. CH2M HILL will clear the driveway at the curb of any residential structure displaying such a stake located on a primary or secondary route, as soon as possible when snow is removed from such primary or secondary route.
- B.9.1.8 City shall provide storage for sand and magnesium chloride for CH2M HILL's use. City shall maintain the contract with Oregon's Department of Transportation to provide magnesium chloride and shall ensure that CH2M HILL shall have access to sand and magnesium chloride, as needed. City will provide the magnesium chloride.
- B.9.2 CH2M HILL will perform pothole repair and minor roadway maintenance proactively. Streets will be surveyed by area to determine minor roadway repairs needed. Additionally, citizen requests will be utilized and Work Orders will be assigned to complete repairs efficiently according to the priority ranking assigned. Minor street maintenance activities may include but are not limited to: evaluation of rehabilitation and replacement needs and priorities, long and short-term planning of budgetary needs, identification of state/city/county highway needs, minor patching, major patching, skin patching, patch back, crack seal, pothole patching, gravel maintenance, shoulder rebuilding, and other related activities including, but not limited to any related material hauling, guardrail repair, equipment maintenance, utility coordination, construction contractor coordination, flagging, and inspection. Pothole patching includes surface patching and crack repairing.
- B.9.3 At City's direction CH2M HILL will provide concrete maintenance on the City-owned sidewalks, curbs and gutters, and other concrete surfaced areas. Any such maintenance shall be considered a Repair.
- B.9.4 CH2M HILL will develop a program to maximize the efficiency of street cleaning and sweeping, which shall be approximately 72.06 miles (about 144 curb miles), per sweep, within the City. Scheduled street sweeping will generally be on fixed routes and along the curb-lines, median curbs, or adjacent traffic lanes, when warranted. The street sweeping program will clean all of City's streets three (3) times per year, doubling the sweepers during the spring and fall sweeps due to heavy debris, done at a time of day that maximizes efficiency. Additional sweeps in the City's downtown area, which is approximately 1.8437

miles (about 4 curb miles), may be necessary. The program will include provisions for sweeping following snowstorms and rainstorms, as necessary.

- B.9.5 CH2M HILL will provide other right-of-way maintenance that will include mowing, weed control, vegetation trimming, litter pickup, hand mowing and sweeping, tree trimming where travel lanes are impacted, island maintenance, graffiti removal from City-owned assets in the right of way, and any related equipment for maintenance and traffic control. Remove fallen dead trees in the City's public rights-of-way, in accordance with the policies developed by the City and/or the Technical Standards.
 - B.9.6 CH2M HILL will provide, when reasonable and does not endanger the welfare of its employees, emergency response for issues creating a hazard to public safety, health, and welfare, including roadway failures, downed trees, flooding, in accordance with the policies developed by the City and/or the Technical Standards. Initial response will include providing warnings and traffic control devices to warn motorists of a hazard. If the City requires clean up with existing staff during normal operating hours, existing resources can be deployed to deal exclusively with the emergency, as required. If the City elects to have additional staff assist in the storm cleanup to expedite the process outside a normal work routine, the employment of this staff shall be an Out of Scope. In the event of a declared emergency or disaster, CH2M HILL will work at the direction of the City's designee, or the City's Police Chief when directed by the City's designee. CH2M HILL will provide emergency response as soon as is safely practical but not to exceed two (2) hours for initial assessment and four (4) hours for crews to arrive onsite as needed. CH2M HILL's goal will be to maintain not less than a 60-minute average response time for initial assessment.
- B.10 TRAFFIC SERVICES
- B.10.1 Traffic Sign Maintenance.
 - B.10.1.1 CH2M HILL shall operate a traffic sign maintenance program to schedule inspection and provide replacements as needed, to bring signs up to current MUTCD retro-reflectivity levels.
 - B.10.1.2 CH2M HILL shall operate a sign inspection program that ensures all signs are inspected over a 5-year period and replace any signs not meeting MUTCD retro-reflectivity levels.
 - B.10.1.3 CH2M HILL shall furnish and install new or replacement traffic and street name signs at traffic intersections, as needed.
 - B.10.1.4 CH2M HILL shall trim/remove brush in order to provide clear visibility for traffic signs and for sight triangles at intersections.
 - B.10.1.5 For purposes of this Agreement, the replacement of any signs covered under this Section B.10.1 shall be considered a Repair.

- B.10.2 CH2M HILL shall develop a pavement marking program and shall cooperate with ODOT in implementing this program. CH2M HILL shall perform minor lane striping, crosswalk marking, and any related traffic control. Work performed by CH2M HILL under this Section shall be considered a Repair.
- B.10.3 Installation and maintenance of traffic signals is currently performed by The State of Oregon Department of Transportation (ODOT). CH2M HILL shall coordinate with ODOT, when requested. CH2M will not be responsible for any damages caused by ODOT or its contractors for performing repairs on or around City traffic signals.
- B.10.4 CH2M HILL shall manage and coordinate work activities with public works staff and ODOT related to traffic engineering issues. Provide emergency response for traffic signal or traffic sign incidents considered a threat to public safety. In the event the emergency involves traffic signal maintenance, CH2M HILL will notify ODOT.
- B.10.5 CH2M HILL staff will work with City to determine the best methods for implementing suggested improvements. Minor improvements (traffic control devices including signs and striping) will be considered Repairs under this Agreement. Major improvements will be incorporated into the Capital Improvement Plan.

B.11 ENGINEERING SUPPORT SERVICES

CH2M HILL will provide the following engineering services:

B.11.1 Traffic Engineering.

- B.11.1.1 CH2M HILL will review plans on behalf of City for transportation aspects of development and public works projects to be completed or under construction. The projects will be reviewed to verify compliance with approved plans and with current engineering standards and City requirements. Coordinate project inspections and development requirements. Inspections will be carried out as necessary to assure responsive, efficient service. Inspect equipment, such as traffic signals, signs, etc., near the end of the warranty period and prior to final acceptance.
- B.11.1.2 Compile information used for various engineering projects. Research and enter statistical data on computer on such issues as growth, employment traffic, etc.
- B.11.1.3 Any work which requires the certification of a traffic engineer shall not be considered within the scope of this Section B.11.1.1 and shall be considered an Out of Scope service.

B.11.2 Civil Engineering. CH2M HILL shall provide the following services for City's minor public works projects:

B.11.2.1 Perform design review and actual design of minor public works projects. Prepare project construction plans and specifications, computations, and cost estimates.

B.11.2.2 Using modern drafting techniques produce maps, specifications, plans, charts and diagrams for City public works' projects from field notes. Prepare preliminary design by drawing cross sections, preliminary topographic features, etc.

B.11.2.3 Perform various surveying tasks for location of field construction projects, locating and establishing lines, grades and locations, establishing rights of way and easements, etc., and staking same, to establish topographical details in preparation for public works improvements, requiring knowledge of survey equipment and techniques.

B.11.2.4 Inspect construction projects for material quality and contractors' adherence to plans, specifications, and satisfactory construction practices. Act as project manager for assigned minor City projects involving programming, scheduling, cost control, quality control, scope management, contract management, resources management, and interface management.

B.11.2.5 Any project requiring an engineering stamp shall not be considered within the scope of this Section B.11.2 and shall be considered an Out of Scope service.

B.11.3 CH2M HILL shall provide engineering support to City Council, Planning Commission, and staff as required. Check work of other technical services personnel for accuracy and completeness.

B.12 CAPITAL IMPROVEMENT PROGRAM

B.12.1 CH2M HILL will develop and provide to City a list of all recommended major capital improvement projects, including prioritization of such, over the life of this Agreement in the form of a Capital Improvement Plan, which shall be updated on an annual basis.

B.12.2 CH2M HILL shall assist City with the procurement of all CIP projects including but not limited to drafting requests for qualification and requests for proposals, evaluation of respondents and conducting due diligence.

B.12.3 CH2M HILL will provide complete program management services for projects in the Capital Improvement Plan, which City has elected to complete as part of its Capital Improvement Program.

- B.12.4 In the event that CH2M HILL or one of its affiliated entities would like to submit a proposal for a CIP project, CH2M HILL will proceed as follows: as soon as CH2M HILL becomes aware of a potential, perceived or real conflict of interest, CH2M HILL shall immediately inform City of that conflict. If first notification to the City is verbal, a written notification of the potential conflict will be made within twenty-four (24) hours after verbal notification is made. Said conflict notification will include a recommended approach to mitigating the conflict. If the City concurs with CH2M HILL's recommended approach, CH2M HILL will immediately implement the conflict mitigation resolution. CH2M HILL shall update the City on a regular basis regarding the status of the conflict mitigation resolution. If City believes the recommended approach to the conflict mitigation resolution is insufficient to resolve the conflict, the City shall suggest modifications to the conflict mitigation resolution. The Parties shall endeavor to work out a mutually agreeable resolution.
- B.12.5 CH2M HILL shall provide project management documentation to maintain and update CIP files in conjunction with the City's electronic documentation system, including GIS database updates and mapping. Prepare reports for City Council on CIP as requested.
- B.12.6 CH2M HILL shall respond to inquiries, complaints, and requests, as needed, on behalf of City for any CIP project.
- B.12.7 CH2M HILL shall manage construction contracts for CIP projects. Perform necessary inspections to ensure contract compliance, including quality assurance. Review and approve traffic control measures. Review invoices, verify work performed and quantities used, and prepare applicable payment requests.
- B.12.8 CH2M HILL shall attend meetings as required with City Council, Public Works Committee, Public Works staff and other governmental agencies.

B.13 GEOGRAPHIC INFORMATION SYSTEM.

- B.13.1 CH2M HILL shall coordinate with the designated City IT contractors for the maintenance and storage of documents and records necessary for the effective operation of the City's geographic information system (GIS) database for delivery of the Services.
- B.13.2 CH2M HILL shall maintain current and standardized GIS platform including AutoCAD records.
- B.13.3 CH2M HILL shall service, update, and maintain Public Works GIS databases and maps, as needed.
- B.13.4 CH2M HILL shall provide GIS-related information and/or data in response to requests and needs of City personnel. GIS data developed as part of the scope of this project was developed for the specific purpose of delivery of the Services under this Agreement only. CH2M HILL does not guarantee the accuracy of the

data for use in the Public Safety or any other area of the City's operations and shall not be liable, to any extent, for damages arising out of or relating to such use.

B.13.5 CH2M HILL shall develop and maintain all GIS information for the City as related to this Agreement. Develop the necessary documentation for the development, maintenance retrieval, reproduction, and storage of the GIS information.

B.13.6 CH2M HILL shall provide GIS-related analysis and/or maps and data in response to requests. Collaborate with City on required needs assessments.

B.14 FACILITIES MAINTENANCE

CH2M HILL shall provide the following maintenance services for the facilities listed in Appendix H.1 of the Agreement:

B.14.1 Building Facilities – Exterior

CH2M HILL shall provide the following service on an as needed basis:

B.14.1.1 Inspect all public and employee entrances and ensure passages are free from hazardous conditions, clean and free from trash.

B.14.1.2 Inspect parking lot and walkway areas and ensure parking and walkways are clear from obstructions, including snow and ice.

B.14.1.3 Regularly inspect, monitor, and test building generators. Fuel tanks must be at a minimum ½ full. Building generators are currently located in the City Hall building, the Public Works building and in the WT Plant building listed in Appendix H.1.

B.14.1.4 If a hazardous condition associated with the Services provided or managed by CH2M HILL is observed while in the course of performing the Services, CH2M HILL shall immediately take appropriate measures to secure and address issues that present hazardous conditions and report issues that should be escalated or addressed through a permanent solution.

B.14.1.5 Walk the perimeter of the buildings to note any issues associated with the Services provided or managed by CH2M HILL. Report any items to and coordinate resolution with the Owner.

B.14.1.6 Periodically sweep parking lots as needed when clear of snow and ice to remove sand accumulation.

B.14.1.7 Perform curb-to-curb snow removal and ice control for all entrances, exits, driveways, parking areas, sidewalks, and stairways so that

personnel and customers have safe access to the buildings identified in Appendix H.1 and their adjacent parking areas. De-icer (non-injurious to concrete) will be required for concrete areas.

B.14.2 Building Facilities – Interior

CH2M HILL shall provide the following service on an as needed basis:

B.14.2.1 Inspect lighting and replace bulbs to ensure proper working order. Clean light fixtures as needed.

B.14.2.2 Perform custodial services.

B.14.2.3 Inspect and immediately respond to maintenance issues of an emergency nature and facilitate correction of any other issues observed or reported pertaining to common, office and public areas.

B.14.2.4 Provide general maintenance, including but not limited to touch-up painting and minor plumbing.

B.14.2.5 Monitor room temperatures and adjust HVAC systems as needed.

B.14.2.6 Work with designated City staff to provide appropriate access to City employees and contractors.

B.14.3 Annual Inspections of Facilities

B.14.3.1 CH2M HILL shall prepare, schedule, and facilitate annual building inspections and correction of any issue relating to such inspection for the following:

- Fire Code Compliance
- Fire Sprinkler
- Fire Alarm System
- Fire Extinguishers
- Elevator
- Building Security Survey conducted by City's law enforcement provider.

B.14.4 City-Sponsored Event Set Up and Coordination-CH2M HILL shall set up barricades and traffic control for up to six (6) City events. City shall provide all equipment for the City sponsored event set up. Any additional events shall be a Scope Change.

B.14.5 Seasonal Decorations - CH2M HILL will install and remove seasonal decorations at City facilities per a timetable mutually agreed to by the City and the CH2M HILL.

B.14.6 Contract Management of Other Service Providers.

B.14.6.1 CH2M HILL shall inspect, monitor and manage the work of City's contractors, and vendors providing services related to the Services. This may include managing contracts between the City and another subcontractor. The City has contracted services for multiple vendors as needed, which may include, but is not limited to:

- Telecommunications
- HVAC
- Custodial Services
- Window Cleaning
- Carpet and Floor Cleaning
- Building Access Security and Safety Systems
- Solid Waste Management
- Land Surveyor
- Gas and Electric Utilities
- Fire Code Compliance
- Fire Sprinkler
- Fire Alarm System
- Fire Extinguishers
- Elevator
- Building Security Survey

B.14.6.2 This section shall not apply to any contract between City and any other party for the use of labor by occupants of any correctional facilities.

B.14.7 Landscape Maintenance

For the facilities set forth in Appendix H.1 and H.2, CH2M HILL shall perform the following services:

B.14.7.1 Perform regular (weekly, monthly, quarterly and annual) preventative maintenance.

B.14.7.2 Lawn Mowing/Trimming

B.14.7.2.1 CH2M HILL shall mow the grassy areas of the grounds at a frequency sufficient to keep the lawn neat in appearance and prevent the need for raking and clipping removal.

B.14.7.2.2 Clipping disposal is the responsibility of the CH2M HILL.

B.14.7.2.3 Cemetery and parks trimming will be provided by the City's contract with SRCI or Malheur County Jail. City will maintain this contract so as no interruption of service occurs.

B.14.7.3 Weed Control

B.14.7.3.1 CH2M HILL shall furnish and apply weed spray to control weeds in compliance with Section 7.1.2 of the City Code.

B.14.7.3.2 Flower beds and rocked areas shall be sprayed and weeded as necessary by CH2M HILL. The weeding and trimming of the Idaho Avenue ground cover will be performed under City's contract with SRCI or Malheur County Jail and will not be part of this scope.

B.14.7.4 CH2M HILL shall perform aeration to the appropriate lawn areas of the parks and cemeteries, with timing as mutually agreed to by the City and CH2M HILL.

B.14.7.5 All lawn areas that abut the pavement, curbs, shrub beds, sidewalks, walkways, and steps shall be edged with at such times as mutually agreed to by the City and CH2M HILL.

B.14.7.6 Leaves shall be raked, gathered, and removed from the sites set forth on Appendix H, including all bed areas and between shrubs, by CH2M HILL beginning October 15 with timing as mutually agreed to by the City and CH2M HILL until November 15.

B.14.7.7 CH2M HILL shall maintain the flower beds set forth on Appendix H from April to November.

B.14.7.8 Tree Trimming and Care

B.14.7.8.1 CH2M HILL will inspect the trees on a mutually agreed upon basis.

B.14.7.8.2 CH2M HILL will provide annual tree trimming services at a time frame mutually agreed to by the City and CH2M HILL.

B.14.7.8.3 CH2M HILL will provide tree insecticide injections at a time frame mutually agreed to by the City and CH2M HILL.

B.14.7.9 CH2M HILL will facilitate the hand-watering the City-owned flower pots by citizen volunteers on Oregon Street on a routine basis, as agreed upon with the City.

B.14.7.10 CH2M HILL shall inspect the parks and building perimeters for the facilities set forth in Appendix H, including shrub beds, decorative beds, sidewalks, driveway, parking areas, patios, and smoking areas every week throughout the entire year and remove all litter, broken branches, and debris from all areas. Special event litter pickup will be the primary responsibility of the entity or permittee sponsoring the event.

B.14.7.11 CH2M HILL shall sweep the City Hall public sidewalks, driveways, and parking lots on an as needed basis and shall be coordinated with City. Sweeping shall be done during weekends or off hours to ensure that the parking lot is empty.

B.15 Park Maintenance

CH2M HILL shall provide the following services for the Parks facilities set forth in Appendix H.3:

B.15.1 Empty trash cans located in the parks. Frequency of this service will need to be monitored and adjusted as needed.

B.15.2 Weekly and as needed thoroughly clean park walkways, and tables.

B.15.3 Wash down tables and stools in park picnic areas.

B.15.4 Refinish and re-paint up to fifty percent (50%) of existing wooden park benches each year.

B.15.5 Sweep surfaces and walkways to remove sand, bark, and other debris.

B.15.6 Clean and sanitize drinking fountains.

B.15.7 Routine playground maintenance to the facilities in Appendix H.3 which are specified to have playground equipment.

- B.15.8 Regular maintenance of the skate park, horseshoe pits, basketball courts, and tennis courts, with frequency mutually agreed to by the City and CH2M HILL, including net maintenance and replacement, sweeping/blowing, weed pulling, fence repair, and trash removal.
- B.15.9 Coordinate with the nightly Police Department services to lock and secure both the restroom facilities and the portable restroom facilities in the parks. CH2M HILL will not be responsible for locking or securing the park restrooms.
- B.15.10 Provide cosmetic maintenance only of the Beck-Kiwanis Park bridge. It is understood that the maintenance, cleaning, and operation of the pond at the Beck-Kiwanis Park is the responsibility of the Oregon Fish and Game Department. CH2M HILL will pick up trash around the pond.
- B.15.11 Provide some maintenance of the Beck-Kiwanis Park baseball field used by the Little League Association, as requested, such as outfield mowing, trash pick-up, tree care, parking lot maintenance, and fence repair.
- B.15.12 Irrigation Services
- B.15.12.1 CH2M HILL shall activate the sprinkler system in the spring, verify functional operation, and make necessary repairs and adjustments so that it is in proper operating condition.
- B.15.12.2 CH2M HILL shall perform minor routine maintenance such as adjusting heads, cleaning head filters and adjusting the watering to correspond with the actual water needs of the lawn and landscape according to season, temperature, rainfall, etc.
- B.15.12.3 If for any reason the irrigation system is damaged by CH2M HILL, it shall be the responsibility of CH2M HILL to repair the damage.
- B.15.12.4 In the fall, CH2M HILL shall shut down the sprinkler system and all lines shall be blown out with a high-pressure air compressor to include draining of all solenoid valves.
- B.15.12.5 CH2M HILL shall perform sprinkler equipment replacement, sprinkler head replacement, line break repairs, etc. These services shall be considered Repairs.
- B.15.13 CH2M HILL shall perform curb-to-curb snow removal and ice control for all parking areas, sidewalks, and stairways (and when applicable, building entrances) so that personnel and customers have safe access to the facilities identified in Appendix H.3 De-icer (non-injurious to concrete) will be required for concrete areas.

B.15.14 CH2M HILL shall remove all sand, debris, litter, and other material that has been deposited on the property during winter. All lawn areas, shrub beds and planting areas shall be raked and left clean. Also, lawn areas shall be repaired as needed either by installing new sod or re-seeding.

B.15.15 Portable toilets will be provided by and maintained on a weekly basis by CH2M HILL at Beck-Kiwanis and Lions Park, in lieu of the permanent bathrooms currently located in these parks. If maintenance is needed on more than a weekly basis or if additional parks are added, this shall be included as a Scope Change.

B.15.16 CH2M HILL will provide graffiti removal and vandalism correction services.

B.15.17 Inspect, monitor and manage the work of City's, subcontractors, and vendors providing maintenance services. This may include managing contracts between the City and another contractor, but shall not apply to any contract between City and any other party for the use of labor by occupants of any correctional facilities:

- Custodial Services
- Solid Waste Management
- Gas and Electric Utilities

B.16 CEMETERY OPERATIONS

B.16.1 CH2M HILL will operate both the City-owned Evergreen Cemetery and the Sunset Cemetery, described in Appendix H.4.

B.16.2 CH2M HILL services include locating plots, open/close of graves, disinterments, assisting the public, removal of headstones, and enforcing compliance of rules and regulations of each cemetery.

B.16.3 CH2M HILL shall maintain cemetery records as mutually agreed to by the City and CH2M HILL, and to assist the public in the location of plots and the deceased by maintaining and referencing records and maps.

B.16.4 CH2M HILL staff will be available to provide burial services at the hours mutually agreed to by the City and CH2M HILL on Monday through Friday.

B.16.5 CH2M HILL staff shall not be required to be on site, but shall be available by phone and able to go to the site to assist customers.

B.16.6 If requested by a customer and in accordance with City guidelines, and if CH2M HILL staff is available, CH2M HILL staff will provide burial services on Saturdays.

B.16.7 CH2M HILL shall use existing IT infrastructure to perform the functions of cemetery operations management and will maintain and update software as

CH2M HILL reasonably determines is needed, which shall be considered a Repair.

B.16.8 City IT staff will assist CH2M HILL in the potential upgrade and potential utilization of the City's website and IT infrastructure.

B.16.9 CH2M HILL shall refinish and re-paint up to fifty percent (50%) of wooden cemetery benches each year.

B.17 FLEET MAINTENANCE

B.17.1 CH2M HILL shall manage the City's Public Works fleet vehicles, set forth in Appendix F, which Appendix may be added to or amended from time to time upon mutual agreement of the Parties.

B.17.2 CH2M HILL shall inspect, monitor and maintain the City's Public Works fleet vehicles as follows:

B.17.2.1 Monthly documented inspections and arrange for required preventive maintenance in compliance with the vehicle manufacturer's recommendations.

B.17.2.2 Daily walk-around inspections of vehicles which City shall make available for inspection at a mutually agreeable time.

B.17.2.3 Maintain inspection reports and findings.

B.17.3 CH2M HILL shall provide manufacturer's recommended preventive maintenance and complete repairs.

B.17.3.1 Any materials not part of preventive maintenance will be considered a Repair.

B.17.3.2 CH2M HILL shall provide input on fleet maintenance budget and keep costs within the approved budget.

B.17.3.3 CH2M HILL shall work with designated City staff to provide inspections and records in compliance with the City's risk management requirements.

B.17.3.4 CH2M HILL shall review, evaluate and approve invoices billed to the City for maintenance-related expenses. End of life replacement for vehicles will be addressed in the City's CIP program.

B.18 WEED ABATEMENT

B.18.1 CH2M HILL shall provide weed abatement services, as directed by City, on private property which the City has determined are in violation of the City's codes, rules and regulations.

B.18.2 CH2M HILL shall be provided with a police escort in performing all work on private property. The police escort shall assess the site prior to a CH2M HILL employee performing weed abatement services on the property, and shall remain with the CH2M HILL employee until all of the abatement work is completed.

B.18.3 CITY shall, to the fullest extent allowable by law, indemnify CH2M HILL

B.19 MUNICIPAL AIRPORT FACILITIES MAINTANANCE

B.19.1 CH2M HILL shall perform grounds maintainance for the municipal airport, described in Appendix D.7, including weed abatement of the grounds, mowing and snow removal.

APPENDIX C -

APPENDIX D -

APPENDIX E - COMPENSATION AND PAYMENT

E.1 COMPENSATION

- E.1.1** City shall pay to CH2M HILL as compensation for services performed under this Agreement a Base Fee of Four Million Nine Hundred Twelve Thousand Two Hundred One Dollars (\$4,912,201) for the 2015-2016 contract year. Subsequent Years' base fees shall be determined as hereinafter specified in Appendix E.3 below.
- E.1.2** The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project, including, but not limited to, expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies, subject to any limitations set forth in this Agreement.

 - E.1.2.1** The Base Fee includes the following costs which shall be paid for directly by the City and invoiced to CH2M HILL by the City:

 - E.1.2.1.1** Fuel for the Scope of Services Described in Appendix A. If additional services are requested by the City, the Parties agree to renegotiate the allocation of the excess fuel expenditures.
 - E.1.2.1.2** Oregon Department of Transportation Signal Maintenance Fees
 - E.1.2.1.3** From time to time the City, in its sole discretion may determine that it is more cost effective, and may elect to use labor from a correctional facility, under an agreement the City maintains with the correctional facility, to perform certain landscape services that would ordinarily be performed by CH2M HILL under the terms of this Agreement. In the event that the City makes such election, City may invoice CH2M HILL for such services.
- E.1.3** The services provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the City for reimbursement.
- E.1.4** If, at any time, during the first twelve months following the Commencement Date, (i) CH2M HILL discovers new information about the condition of the Project or facilities that materially differs from the information provided to or reasonably available to CH2M HILL prior to execution of this Agreement; and (ii) such information substantially impacts the ability of CH2M HILL to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by CH2M HILL to meet such performance objective, CH2M HILL shall be entitled to equitable adjustment of each and every performance objective impacted by such new information and/or an equitable adjustment in the Base Fee.

- E.1.5 The total amount CH2M HILL shall be required to pay for Repairs shall not exceed the annual Repairs Limit of Five Hundred Thirty Five Thousand Dollars (\$535,000) during the period set forth in Article E.1.1 of this Agreement. CH2M HILL shall provide City with a detailed invoice of Repairs over the annual Repairs Limit, and City shall pay CH2M HILL for all Repairs in excess of such limit. Any unexpended portion of the Repairs Limit at the termination of any one (1) Year shall be rebated to the City at the conclusion of the Contract Year.
- E.1.6 CH2M HILL shall give City notice when eighty percent (80%) of the Repairs Limit has been reached.
- E.1.7 In the event that the rates for electricity or price for any chemical increase by ten percent (10%) percentage Year over Year, City shall pay for any such electrical or chemical costs increases.
- E.1.8 City and CH2M HILL may agree to out of scope services performed under the terms of this Agreement. Any out of scope services shall be mutually agreed in writing. Compensation for the out of scope services will be invoiced to City in an amount equal to CH2M HILL's cost plus fifteen percent (15%). Invoices shall include a detailed breakdown of CH2M HILL's costs, including the hourly rates for the scope of services performed. The Parties, upon mutual agreement, may elect to pay out of scope cost as a Repair.

E.2 PAYMENT OF COMPENSATION

- E.2.1 One-twelfth (1/12th) of the Base Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- E.2.2 All other compensation to CH2M HILL is due on receipt of CH2M HILL's invoice and payable within thirty (30) days.
- E.2.3 City shall pay interest at an annual rate equal to nine percent (9%) or such other percentage as may be allowed by statute, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days, such interest being calculated from the due date of the payment.

E.3 BASE FEE ADJUSTMENT FORMULA

- E.3.1 Changes in the Base Fee shall be negotiated annually, beginning May 1 and Base Fee adjustments shall be negotiated using Direct Costs and Costs as the basis of adjustment of the Base Fee. City and CH2M HILL agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. In the event that the City and CH2M HILL fail to agree, the Base Fee will be adjusted using the Base Fee Adjustment Formula listed in this Section E.3. Upon each contract year renegotiation, CH2M HILL shall continue to invoice the City at the previous amount until the new contract year price is agreed upon. Upon written agreement between the Parties as to the new contract year base fee, CH2M HILL shall issue an invoice retroactively adjusting the previous base fee amount.

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Section E.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = [((ECI) .50 + ((CPI).50)] + 1.02$$

ECI = The twelve month percent change (from the fourth quarter of the year prior to the prior year to the fourth quarter of the prior year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI = The twelve month percent change (from December of the year prior to the prior year to December of the year prior to the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

Hand-Out 9C

FAA Application for Federal Assistance for FY2015, Ontario Airport FAA AIP

City Council Meeting
August 17, 2015

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
--	--

*3. Date Received:	4. Applicant Identifier: ONO
---------------------------	--

5a. Federal Entity Identifier: AIP 3-41-0044-012	*5b. Federal Award Identifier:
--	---------------------------------------

State Use Only:

6. Date Received by State:	7. State Application Identifier:
-----------------------------------	---

8. APPLICANT INFORMATION:

***a. Legal Name:** City of Ontario, Oregon

*b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002229	*c. Organizational DUNS: 786922752
---	--

d. Address:

***Street 1:** 444 SW 4th Street
Street 2: _____
***City:** Ontario
County: _____
***State:** Oregon
Province: _____
***Country:** United States
***Zip / Postal Code** 97914

e. Organizational Unit:

Department Name: Ontario Municipal Airport	Division Name:
--	-----------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. ***First Name:** Pete
Middle Name: _____
***Last Name:** Morgan
Suffix: _____

Title: Airport Manager

Organizational Affiliation:
City of Ontario, Oregon

***Telephone Number:** 541-881-8848 **Fax Number:** N/A

***Email:** Peter.Morgan@ontariooregon.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

N/A

Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Ontario, Malheur County, Oregon

***15. Descriptive Title of Applicant's Project:**

A. Install Runway 14 PAPI's (Design Only) B. Install Runway 14 REIL's (Design Only), C. Install Taxiway Edge Lighting (Design Only), & D. Install Lighted Guidance Signs (Design Only)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: Second(2nd)-Oregon

*b. Program/Project: Second(2nd)-Oregon

Attach an additional list of Program/Project Congressional Districts if needed.

N/A

17. Proposed Project:

*a. Start Date: May 2015

*b. End Date: December 2015

18. Estimated Funding (\$):

*a. Federal	_____	\$196,371
*b. Applicant	_____	\$21,819
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	\$218,190

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Tori

Middle Name: _____

*Last Name: Barnett

Suffix: _____

*Title: Interim City Manager

*Telephone Number: 541-881-3232

Fax Number: 541-889-7121

* Email: tori.barnett@ontariooregon.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	<p>Type of Submission: (Required): Select one type of submission in accordance with agency instructions.</p> <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	<p>Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.</p>
2.	<p>Type of Application: (Required) Select one type of application in accordance with agency instructions.</p> <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	11.	<p>Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.</p>
		12.	<p>Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.</p>
		13.	<p>Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.</p>
		14.	<p>Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.</p>
3.	<p>Date Received: Leave this field blank. This date will be assigned by the Federal agency.</p>	15.	<p>Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.</p>
4.	<p>Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.</p>	16.	<p>Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.</p> <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
5a.	<p>Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.</p>		
5b.	<p>Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal identifier in accordance with agency instructions.</p>		
6.	<p>Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.</p>		
7.	<p>State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.</p>		
8.	<p>Applicant Information: Enter the following in accordance with agency instructions:</p> <p>a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</p> <p>b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</p> <p>c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</p> <p>d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</p> <p>e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the</p>	17.	<p>Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.</p>
		18.	<p>Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.</p>
		19.	<p>Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the</p>

	<p>assistance activity, if applicable.</p> <p>f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</p>		<p>State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State</p>		
20.			<p>Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.</p> <p>If yes, include an explanation on the continuation sheet.</p>		
9.	<p>Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p> </td> <td style="vertical-align: top; width: 50%;"> <p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p> </td> </tr> </table>	<p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p>	21.	<p>Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.</p> <p>A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</p>
<p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p>				

PART II

**PROJECT APPROVAL INFORMATION
SECTION A**

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes No

Name of Governing Body:
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one: State
Local
Regional

Location of Plan: City of Weiser

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:
Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:
Location of Federal Land:
Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes No

Number of:
Individuals:
Families:
Businesses:
Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes No

See instructions for additional information to be provided.

INSTRUCTIONS FOR 5100-100 PART II A
Project Approval Information

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4 - Furnish the name of the approving agency and the approval date.

Item 5 - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 - Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Ontario, Oregon has established Airport zoning ordinances that contain guidance for compatible land use planning in the vicinity of the Airport and height restrictions of objects near the airport.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. **N/A**

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. **N/A**

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The City of Ontario, Oregon possesses ownership of the property surrounding the existing Airport as indicated on Exhibit "A"

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A": **N/A**

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20.106

2. Functional or Other Breakout..... AIP

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 3,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			214,690
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			218,190
20. Federal Share requested of Line 19			196,371
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			196,371
23. Grantee share			21,819
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$218,190

INSTRUCTIONS

PART III SECTION A. GENERAL

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter basic fees for architectural engineering services.

Line 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 - Enter fees for inspection and audit of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

Line 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 - Enter amounts for items not specifically mentioned above.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 - Show the total amount of the Federal grant requested.

Line 23 - Show the amount from Section D, Line 27h.

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	21,819
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	21,819
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 21,819

SECTION E - REMARKS

- There have been no changes to the previously approved Exhibit "A".
- A Construction Plan Set and Bidding & Contract Documents set will be completed as part of this project.
- Title VI Assurances are attached.

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

INSTRUCTIONS
PART III
SECTION C. EXCLUSIONS

Line 26 a-g - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 28b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Line 29 - Enter the totals of Line 27h and 28c.

Line 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : AIP 3-41-0044-012

AIRPORT : Ontario Municipal Airport

1. Objective:

- A. Install Runway 14 PAPI's (Design Only)**
- B. Install Runway 14 REIL's (Design Only)**
- C. Install Taxiway Edge Lighting (Design Only)**
- D. Install Lighted Guidance Signs (Design Only)**

2. Benefits Anticipated:

- A. Install Runway 14 PAPI's (Design Only)-** In 2013 the FAA reviewed the Airport's approach slopes for obstructions to both runways. The Runway 14 approach had several obstructions all related to the road north of the runway. As a result of FAA's findings, instrument night operations were immediately curtailed for the Runway 14 approaches. After significant coordination with the FAA, it was determined that road obstructions would best be mitigated with installation of a Runway 14 Precision Approach Path Indicator (PAPI). The PAPI would steepen the approach slope to clear the road while the Runway 14 end could remain at its current location.
- B. Install Runway 14 REIL's (Design Only)-** Installation of REIL's would increase the safety of incoming aircraft.
- C. Install Taxiway Edge Lighting (Design Only)-** To allow for safer and more efficient aircraft movement on the airfield. Ontario receives a large amount of transient business and jet traffic that may be unfamiliar with the airfield. This project would enhance the safety of the taxiing aircraft.
- D. Install Lighted Guidance Signs (Design Only)-** To allow for safer and more efficient aircraft movement on the airfield. Ontario receives a large amount of transient business and jet traffic that may be unfamiliar with the airfield. This project would enhance the safety of the taxiing aircraft.

3. Approach : *(See approved Scope of Work in Final Application)*

The project will include installation of conduit and conductor from existing electrical vault building to Runway 14 end as well as along Parallel Taxiway. A new regulator will be installed in the vault building to provide power for the parallel taxiway lighting. New PAPI's, REIL's, lighted signs, and taxiway edge lights will be installed.

4. Geographic Location:

Ontario Municipal Airport, City of Ontario, Malheur County, Oregon

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: *(include address & telephone number)*

Mr. Pete Morgan

581 SW 33rd Street

Ontario, OR 97914

541-212-1676

INSTRUCTIONS

PART IV PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-quest. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

Section E – Remarks

The following remarks explain the costs for each Cost Classification item in FAA Form 5100-100, Part III (Budget Information – Construction), Section B (Calculation of Federal Grant).

1.	Administration Expense	\$3,500
	Includes estimated independent contract review and direct administrative expense of the sponsor which relate to this project.	
2.	Preliminary Expense	N/A
3.	Land, Structures, Right-Of-Way	N/A
4.	Architectural Engineering Basic Fees	\$214,690
	Includes contract administration, preliminary and final design services, sub-consultant fees, and project close-out documentation.	
5.	Other Architectural Engineering Fees	\$0
6.	Project Inspection Fees	\$0
7.	Land Development	N/A
8.	Relocation Expenses	N/A
9.	Relocation Payments to Individuals and Businesses	N/A
10.	Demolition and Removal	N/A
11.	Construction and Project Improvement	N/A
12.	Equipment	N/A
13.	Miscellaneous	N/A
14.	Total	\$218,190
15.	Estimated Income	N/A
16.	Net Project Amount	\$218,190
17.	Less Ineligible Exclusions	\$0
18.	Add: Contingencies	\$0
19.	Total Project Amount	\$218,190
20.	Federal Share Requested	\$196,371

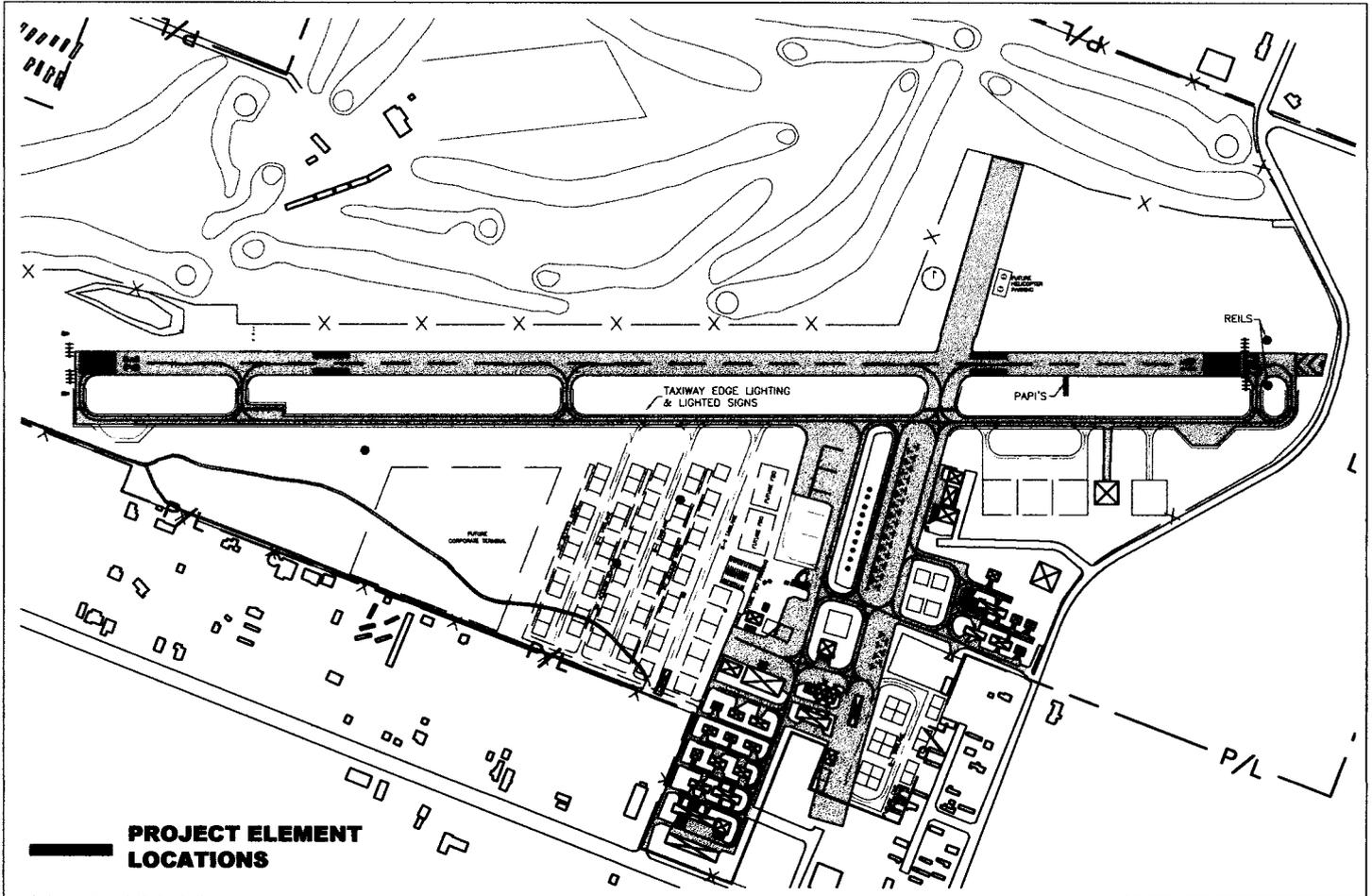
90% of total project amount (Line 19)

21.	Add Rehabilitation Grants Requested	N/A
22.	Total Federal Grant Requested (Lines 20 and 21)	\$196,371
23.	Grantee Share	\$21,819
	Local Funds- City of Ontario, Oregon (10%)	
24.	Other Shares	N/A
25.	Total Project	\$218,190

CIP/APPLICATION DATA SHEET

AIRPORT: Ontario Municipal Airport **LOCAL PRIORITY:** 1 of 1 **UPDATED:** May 2015

WORK ITEM (s): Install Runway 14 PAPI's & REIL's, Taxiway Edge Lighting & Lighted Guidance Signs



JUSTIFICATION:

- A. Install Runway 14 PAPI's (Design Only)- In 2013 the FAA reviewed the Airport's approach slopes for obstructions to both runways. The Runway 14 approach had several obstructions all related to the road north of the runway. As a result of FAA's findings, instrument night operations were immediately curtailed for the Runway 14 approaches. After significant coordination with the FAA, it was determined that road obstructions would best be mitigated with installation of a Runway 14 Precision Approach Path Indicator (PAPI). The PAPI would steepen the approach slope to clear the road while the Runway 14 end could remain at its current location.
- B. Install Runway 14 REIL's (Design Only)- Installation of REIL's would increase the safety of incoming aircraft.
- C. Install Taxiway Edge Lighting & D. Guidance Signs (Design Only)- To allow for safer and more efficient aircraft movement on the airfield. Ontario receives a large amount of transient business and jet traffic that may be unfamiliar with the airfield. This project would enhance the safety of the taxiing aircraft.

SPONSOR SIGNATURE: _____ **DATE:** _____
Mrs. Tori Barnett, Interim City Manager

COST ESTIMATE:

ADMINISTRATION _____ \$3,500	ENGINEERING _____ \$214,690	EQUIPMENT _____ N/A
LAND _____ N/A	INSPECTION _____ N/A	CONTINGENCIES _____ N/A
APPRAISALS _____ N/A	CONSTRUCTION _____ N/A	TOTAL COST _____ \$218,190

ADO USE:

PREAPP NO: _____ **GRANT NO:** _____ **NPIAS CODE:** _____ **WORK CODE:** _____ **FAA PRIOR:** _____ **FED \$** _____



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STANDARD DOT TITLE VI ASSURANCES

City of Ontario, Oregon (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Ontario, Oregon

(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Ontario Municipal Airport

LOCATION: City of Ontario, Oregon

AIP PROJECT NO.: AIP 3-41-0044-012

STATEMENTS APPLICABLE TO THIS PROJECT _____

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport)S87.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) S87, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Interim City Manager

SPONSORING AGENCY: City of Ontario, Oregon

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Interim City Manager, City of Ontario, Oregon

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

City of Ontario, Oregon

Ontario Municipal Airport

AIP 3-41-0044-012

(Sponsor)

(Airport)

(Project Number)

A. Install Runway 14 PAPI's (Design Only) B. Install Runway 14 REIL's (Design Only), C. Install Taxiway Edge Lighting (Design Only), & D. Install Lighted Guidance Signs (Design Only) *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Ontario, Oregon

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mrs. Tori Barnett

(Typed Name of Sponsor's Designated Official Representative)

Interim City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Ontario Municipal Airport/City of Ontario, Oregon

AIP #: AIP 3-41-0044-012

Project Description(s): A. Install Runway 14 PAPI's (Design Only) B. Install Runway 14 REIL's (Design Only), C. Install Taxiway Edge Lighting (Design Only), & D. Install Lighted Guidance Signs (Design Only)

1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

None

2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

None (If "None", continue with questions 3 and 4).

3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

None

4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Hand-Out 10D

Proposed IGA for Regional Hazmat Emergency Response Team Services

City Council Meeting
August 17, 2015

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

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH ITS
DEPARTMENT OF STATE POLICE
ON BEHALF OF ITS
OFFICE OF STATE FIRE MARSHAL**

And

ONTARIO FIRE & AND RESCUE

**STATE OF OREGON ~~John Kitzhaber~~ OREGON
Kate Brown, Governor
State Fire Marshal**

July 1, 2013

.....

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Exhibit K — State Spill Response Revolving Fund

Regional Hazardous Material Emergency Response Team Agreement | Agreement – HM-14
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materials, except, as may be reasonably necessary and incidental to preventing a Release or threat of Release or in stabilizing the Emergency Response incident.

~~"Extraordinary"~~ **"Extraordinary Response Costs"** shall mean and is equivalent to ~~"team"~~ **"team response costs"**. See also OAR 837-120-0090(4).

~~"Hazardous"~~ **"Hazardous Materials"** means "hazardous substance" as that term is defined in ORS 453.307(5).

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

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

~~"Local"~~ **"Local Government Agency"** means a city, county, special district or subdivision thereof.

~~"Oregon OSHA"~~ **"Oregon-OSHA"** means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

~~"ORS"~~ **"ORS"** means Oregon Revised Statutes.

~~"Primary"~~ **"OSFM-Owned Equipment"** means all vehicles, equipment, and supplies loaned to RHMERTs as described in this Agreement and listed in Exhibit B.

"Primary Response Area" means that geographical region where the Contractor is principally responsible for providing regional Hazardous Materials Emergency Response services.

~~"Regional"~~ **"Regional Hazardous Materials Emergency Response Team"** (RHMERT) means the designated members of the Contractor who are expected to respond to, control, or stabilize actual or potential emergency releases of hazardous substances. A RHMERT operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2, which is incorporated herein by this reference.

~~"Release"~~ **"Release"** shall have the same meaning as that in ORS 465.200(22).

~~"Responsible"~~ **"Responsible Person"** means the person or persons responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

~~"RHMERT"~~ **"RHMERT Operations"** means Emergency Response operations conducted by the Contractor.

~~"RHMERT"~~ **"RHMERT Operations Rehabilitation Costs"** means the cost of providing rehydration and food for RHMERT team members during RHMERT Operations.

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

~~"Stand-By"~~ **"Stand-By Costs"** means Contractor's costs associated with specialized training costs, medical surveillance costs, and vehicles and equipment loans, and ~~level A/B personal protective equipment acquisitions~~ as provided in Section 4.1 of this Agreement.

~~"State"~~ **"State"** means the State of Oregon acting by and through the Department of State Police for the benefit of its Office of State Fire Marshal.

~~"OSFM-Owned Equipment"~~ means all vehicles, equipment, and supplies loaned to RHMERTs as described in this Agreement and listed in Exhibit B.

~~"State"~~ **"State Spill Response Revolving Fund"** means the revolving fund established under ORS 453.390.

~~"Teams"~~ **"Teams Advisory Group"** means a group consisting of one appointed member from each

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

3.0

STATEMENT OF WORK.

3.1

SERVICES TO BE PROVIDED BY CONTRACTOR.

3.1.1 During the term of this Agreement the Contractor agrees to provide RHMERT emergency response services within the boundaries of Contractor's assigned Primary Response Area as generally depicted and described in "Exhibit A", Regional Team Primary Response Area Boundary Description, and by this reference incorporated herein. Contractor is hereby designated "HM 14".

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

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

- > sampling,
- > testing and analysis,
- > treatment,
- > removal,
- > remediation,
- > recovery,
- > packaging,
- > monitoring,
- > transportation,
- > movement of hazardous materials,
- > cleanup,
- > storage, or

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

3

2

COMPLIANCE WITH REGULATORY REQUIREMENTS. Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements. Contractor further agrees ~~Regional Hazardous Material Emergency Response Team Agreement~~

~~14~~

~~Page 8 of 48~~

Communications equipment checked regularly.

f.

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

a. Excluding ordinary wear and tear, when Contractor uses OSFM-Owned Equipment for purposes not authorized under this Agreement and ORS 453.374 to 453.390, including assistance to local government entities at events not meeting OSFM-authorized response criteria, **Contractor is responsible for any physical damage to or loss of such OSFM-Owned Equipment**, regardless of fault.

~~b.~~

b. ~~When Contractor acts under OSFM authority pursuant to~~ uses OSFM-Owned Equipment for purposes authorized under **this Agreement and ORS 453.374 to 453.390**, including performance of routine maintenance, **the OSFM is responsible for physical damage to or loss of OSFM-Owned Equipment regardless of fault**, except that if such damage or loss is caused by the negligence or willful misconduct of Contractor, Contractor is liable for the damage or loss. OSFM's responsibility for physical damage or loss of OSFM-Owned Equipment is **subject to the terms, limitations and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Self-Insurance Policy Manual) Article XI, Section 7 of the Oregon Constitution, ORS 30.260 to 30.300 (Oregon Tort Claims Act), and the limitations set forth in terms of this agreement.**

c. Contractor is liable for all ~~damage occurring to or~~ loss caused by abuse or neglect of ~~OSFM-Owned Equipment during Contractor's performance of routine maintenance activities is the responsibility of OSFM.~~

, including when used for purposes authorized under this Agreement and ORS 453.374 to 453.390.

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

~~3.4.4 When the OSFM-Owned Equipment is not used in conjunction with Emergency Response or Stand-By Activities, including assistance to local government entities at events not meeting state authorized response criteria, Contractor is liable for all repairs or replacement directly attributable to that use. Contractor is also liable for all abuse or neglect of OSFM-Owned Equipment, including when used in conjunction with Emergency Response or Stand-by Activities.~~

~~3.4.5 OSFM.~~

3.4.4 Contractor shall submit monthly a vehicle usage log to the OSFM no later than the 10th of the following month. Contractor shall record the beginning and ending mileage for each trip, regardless of the activity; i.e., whether it is Emergency Response, training, maintenance, or any other activity.

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

3.5 RIGHT OF REFUSAL. The OSFM recognizes that the obligations of the Contractor in its own

However, if the Contractor declines a request for an Emergency Response, the Contractor shall ensure the OSFM-Owned Equipment remains available for OSFM's use in this instance.

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

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

CONTRACTOR COMPENSATION.

4.0

There are two types of Contractor compensation under this Agreement: (1) Contractor Stand-By Costs, and (2) Contractor Team Response Costs. Each of these is discussed more fully below.

4

1

CONTRACTOR STAND-BY COSTS. Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved stand-by costs as provided herein. Such Stand-By Costs include:

4.1.1 Specialized Training Costs. The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, and travel expenses at OSFM-approved rates. With prior approval by the OSFM, one hundred percent of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending specialized training.

4.1.2 Medical Surveillance. The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations.

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

4.1.4 Level A/B Personal Protective Equipment (PPE) Acquisition OSFM, pursuant to Section 3.4 and OSFM's approved purchasing process.

a. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM encourages contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no involvement in, no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance. The OSFM will pay for, and Contractor is authorized to purchase, only PPE suits that meet or exceed all applicable regulatory requirements and National Fire Protection

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

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

4.2

CONTRACTOR'S TEAM RESPONSE COSTS.

4.2.1 Contractor shall be compensated by the OSFM under this Agreement for certain OSFM-approved team response costs. Team response costs are the equivalent of "extraordinary" ~~extraordinary response costs~~". The total funding available for team response costs as specified in Exhibit "K" of this Agreement is in addition to Contractor Stand-By Costs as specified in section 4.1. Compensation of such team response costs shall be limited by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 for the ~~2013-2015~~2015-2017 biennium. Such Team response costs may include, but are not limited to:

i. —

Compensation for ~~Materials, Contractor~~ use of Contractor-owned Materials, Vehicle(s) and Apparatus:-

a. OSFM shall compensate contractor for OSFM-approved ~~purchases~~ replacement of Contractor-owned materials and supplies expended or destroyed during a hazardous materials emergency response undertaken pursuant to this Agreement at the rates set forth in Section 1 of Exhibit ~~"F"~~"F" of this agreement.-

b. Where the OSFM has approved the use of ~~Contractor~~ Contractor-owned vehicles and equipment, OSFM shall compensate Contractor at the rates described in Section 1 of Exhibit "F" of this Agreement.

c. Level A/B Personal Protective Equipment (PPE). If Contractor-owned PPE is severely damaged or destroyed during an authorized hazardous materials emergency response undertaken pursuant to this Agreement, OSFM shall reimburse Contractor for replacement of such PPE at the rates described in Section 1 of Exhibit "F" of this Agreement, provided, however, that the OSFM will only pay reimbursement for replacement PPE that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.

1.

Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

2. Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapters 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in the solicitation of and contracting for the acquisition of the PPE suits.

ii. Compensation for Contractor Personnel Response Costs: Contractor RHMERT personnel response costs, which that are approved and authorized under this Agreement, are compensable at the rates described in Exhibit "G". Hourly personnel rates for the ~~2013-2015~~2015-2017 biennium shall be calculated as follows:

A. —

Base Hourly Rate/Non-Officer/Straight Time is calculated at the base hourly rate

1. for the highest paid, technician trained team member at this rank who is not an officer
2. Base Hourly Rate/Non-Officer/Overtime shall be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer

B. Base Hourly Rate/Officer (eligible for overtime)

1. Base Hourly Rate/Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is an officer .
2. Base Hourly Rate/Officer/Overtime shall be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.

C. Base Hourly Rate/Salaried Officer (not eligible for overtime) - shall be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.

D. OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement by formally amending this Agreement in writing, and shall be used for purposes of calculating compensation for Contractor's Personnel Response Costs only after the effective date of the Amendment. Notwithstanding any retroactive payment provision contained in a collective bargaining agreement, the Contractor's Personnel Response Costs shall be calculated and reimbursed at the hourly rate set forth in the version of this Agreement which was in effect at the time the Contractor commenced the hazardous materials emergency response.

E. A Response Availability Rate of \$15.5788 shall be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor shall be required to document total hourly personnel response rates for each category utilizing the form provided by OSFM. That documentation is entered into this Agreement as Exhibit G. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

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

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identified Responsible Person any time ~~OSFM-Owned~~OSFM-Owned Equipment is used for an Emergency Response.

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

~~OSFM Agreement li: IGA-300114355~~

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

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

OSFM Agreement #: IGA-300114355

_____ and authorized under this agreement.

WHERE NO RESPONSIBLE PERSON CAN BE IDENTIFIED.

5.0

As previously mentioned provided in Section 4 and ORS 453.8382, OSFM agrees to bill the person responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable responsible person, or if the responsible person or party is unable to pay, the OSFM agrees to pay Contractor its compensable team response costs from the State Spill Response Revolving Fund provided funds are available and Contractor has complied with Section 4.3 herein.

6.0

CONTRACTOR STATUS.

Regional Hazardous Material Emergency Response Team Agreement – HM-14

12.0 INDEMNIFICATION, CONTRIBUTION, SCOPE OF LIABILITY.

12.1 ACTIVITIES AUTHORIZED UNDER ORS 453.374 — 453.390:

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

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

~~12.2 ACTIVITIES, NOT AUTHORIZED UNDER ORS 453.374 — 453.390: WHEN CONTRACTOR USES STATE-OWNED EQUIPMENT, OR STATE PROCEDURES OR TRAINING FOR ANY ACTION NOT AUTHORIZED UNDER ORS 453.374 — 453.390, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, ITS OFFICERS, DIVISIONS, AGENTS, EMPLOYEES, AND MEMBERS, FROM ALL CLAIMS, SUITS OR ACTIONS OF ANY NATURE ARISING OUT OF THE ACTIVITIES OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES, SUBJECT TO THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, AND THE OREGON CONSTITUTION, ARTICLE XI, SECTION 7.~~

~~12.3 THIRD PARTY CLAIMS:~~

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

~~12.3.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE CONTRACTOR (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR~~

~~Regional Hazardous Material Emergency Response Team Agreement# – HM-14~~

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

12.4 LIMITATIONS. Except as provided in Section 3.4, this Agreement in no way limits a Contractor from responding with State owned vehicles, equipment and supplies under local authority, mutual-aid agreements, or other contracts under local authority.

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

State Fire Marshal Hazardous Materials Duty Officer
4760 Portland Road NE
Salem, Oregon 97305
503-378-3473
After Business Hours/Holidays: 503-584-2763

Copies of such written reports shall also be sent to:

State Risk Management Division
1225 Ferry Street SE.
Salem, Oregon 97310

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

15.0 AMENDMENTS.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OSFM and Contractor.

16.0 PAYMENT OF CONTRACTOR OBLIGATIONS.

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

17.0 NON-DISCRIMINATION.

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

18.0 DUAL PAYMENT.

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

19.0 PAYMENT FOR MEDICAL CARE.

Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 4.1.2, Medical Surveillance. Such payment shall be made from all sums, which

under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20.2

COMMERCIAL GENERAL LIABILITY. Contractor's insurance must cover Bodily Injury, ~~Death and~~ Death and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. Contractor shall provide proof of insurance of not less than the following amounts:

20.2.1 Bodily Injury/Death: Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence:

~~July 1, 2013 to June 30, 2014~~

~~\$ 1,900,000.~~

~~July 1, 2014 to June 30, 2015~~

~~\$ 2,000,000.~~

~~July 1, 2015 and thereafter the adjusted limitation as set by ORS 30.271 (4). Aggregate limit for all claims per occurrence:~~

~~July 1, 2013 to June 30, 2014~~

~~\$ 4,000,000.~~

~~\$ 3,800,000.~~

~~July 1, 2014 to June 30, 2015~~

~~July 1, 2015 and thereafter the adjusted limitation as set by ORS 30.271(4).~~

20.2.2

~~**Property Damage: Amounts not less than the amounts listed in the following schedule:**~~

~~Combined single limit per occurrence from July 1, 2012, shall not be less than \$104,300. From July 1, 2013, and every year thereafter the adjusted limitation as determined by the State Court Administrator per ORS 30.273(3).~~

~~Aggregate limits for all claims per occurrence from July 1, 2012, shall not be less than \$521,400.~~

~~From January 1, 2010;2016: \$2,048,300~~

~~July 1, 2016 and every year thereafter the:~~

~~The adjusted limitation as determined by the State Court Administrator per ORS 30.273(3).~~

~~pursuant to Oregon Revised Statute (ORS) 30.271.~~

Aggregate limit for all claims per occurrence:

July 1, 2015 to June 30, 2016: \$4,096,600

July 1, 2016 and every year thereafter: The adjusted limitation as determined by the State Court Administrator pursuant to Oregon Revised Statute (ORS) 30.271.

20.2.2 Property Damage: Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence:

July 1, 2015 to June 30, 2016: \$112,000

July 1, 2016 and every year thereafter: The adjusted limitation as determined

“Claim”) between OSFM (and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a **waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

22.0 TERMINATION.

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

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

22.2.1 if OSFM funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. As an alternative to termination, the parties may instead agree to modify in writing the Agreement to accommodate a reduction in funding.

22.2.2 if federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or OSFM is no longer eligible for the funding proposed for payments by this Agreement.

22.2.3 if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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

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

22.4.1 if the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,

22.4.2 if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

23.0 APPROVAL AUTHORITY.

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

in paragraph 1.1 above.

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

4

~~Regional Hazardous Material Emergency Response Team Agreement~~

OSFM Agreement #: IGA-300114355
On Behalf of ONTARIO FIRE & RESCUE

Dated this _____ day of _____, 2013

Signature _____

Printed Name _____

Title _____

Address _____

City _____

Zip _____

On Behalf of ONTARIO FIRE & RESCUE

Dated this _____

day of _____,

2013

Signature _____

Printed Name _____

Title _____

Address _____

City _____

Zip _____

On Behalf of ONTARIO FIRE & RESCUE

Dated this _____

day of _____,

2013 James Walker

State Fire Marshal
4760 Portland Road N.E.
Salem, OR 97305-1760

Dated this _____ day of _____, 2015

Signature _____

Printed Name Joel Lujan

Major, Gaming & Employee Services Bureau

Oregon Department of State Police

255 Capitol Street N.E., Fourth Floor

Salem, OR 97301

On Behalf of Ontario Fire and Rescue

Dated this _____ day of _____, 2015

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of Ontario Fire and Rescue

Dated this ____ day of _____, 2015

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

On Behalf of Ontario Fire and Rescue

Dated this ____ day of _____, 2015

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

On Behalf of Ontario Fire and Rescue

Dated this ____ day of _____, 2015

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

On Behalf of Ontario Fire and Rescue

Dated this ____ day of _____, 2015

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

EXHIBIT B
INVENTORY OF
OSFM-OWNED
EQUIPMENT
As Of
OSFM-OWNED EQUIPMENT
As of June 2013

~~Brush, long handle~~
~~Brush, short handle~~
~~Heater, Shower =~~
~~Decontamination~~
~~Hose, Garden - 5 ea~~
~~Manifold, High-Pressure Multi~~
~~Wand, Water - 4 ea~~
~~et~~
~~Detector Sampling Pump,~~
~~<integrates w/iFX~~
~~Detector Sampling Pump,~~
~~<integrates w/iFX~~
~~Detector, ISC iFX Multigas~~
~~Monitor~~
~~Detector, ISC iFX Multigas~~
~~Monitor~~
~~Detector, TFF Combustibles~~
~~Detector/Analyzer, Cerex~~
~~Micro Hound-FR Multigas~~
~~Dosimeter, Dositec~~
~~Dosimeter, Dositec~~
~~Dosimeter, Dositec~~
~~Dosimeter, Dositec~~
~~Dosimeter, Dositec~~
~~Dosimeter, Dositec~~
~~Kit & Test Sets, Drager~~
~~CDS/HazMat~~
~~Kit, Sensidyne Defection~~
~~Meter Vehicle Mtd. Radiation~~
~~Survey~~
~~Meter, Radiological Alarming~~
~~Pocket Survey~~
~~Meter, Radiological Alarming~~
~~Pocket Survey~~
2015

~~Antenna, Receiver and Controller (EntryLink) Camera, EntryLink Wireless Video~~

~~Camera, Sony Digital 128 & 16 mg Mem Stick, Chgr, Floppy Adapter Camera, Thermal Imaging, FireFlir~~

~~Charger, ACT I-Charge, 6 Unit~~

~~Charger, Radio, Travel Motorola HT1550xls~~

~~Computer, Dell Inspiron 5100 Laptop (Operating System for Smiths Det. HazMatID)~~

~~Computer, Dell Micro Laptop (Drone system for DS2 Docking Station))~~

~~Computer, Panasonic Toughbook Laptop~~

~~Pager, Motorola w/ charger Pager, Motorola w/ charger Phone, Iridium Satellite (with docking station)~~

~~Printer, Lexmark, All-in-One, 4 function 25700-05501
25700-05500-0017~~

~~25700-05910 25700-04993 25700-04994 25700-04995 25700-04996~~

~~25700-04997 25700-04998 25700-04999 25700-06472 25700-06430~~

~~25700-06427 7GKSA48680 136WGG8617 136WGG8620 136WGG8621~~

~~136WGG8625 136WGG8626 136WGJ6580 136WGJ6584 136WGJ6618~~

~~30001501054 00011114942~~

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Book, Merck Index, Twelfth Edition, 1996
Dictionary, Hawley's Condensed Chemical Dictionary, Thirteenth Edition, 1997
Guide, American Railroad Emergency Action / Emergency Action Guides, 1997
Guide, Effects of Exposure to Toxic Gases, First Aid & Medical Treatment,
Third Edition, 1988
Guide, Hazardous Materials Air Monitoring & Detection Devices, 2002
Guide, NFPA Fire Protection Guide on Hazardous Materials, Twelfth Edition,
1997
Guide, Occupational Exposure Values, 1999
Guide, ODOT Emergency Response Guidebook, 2008
Guide, OSFM's Hazmat Team's Reference - Monitor Guide Book
Guide, Pestline, Material Safety Data Sheet for Pesticides and Related
Chemicals, 2 vol, First Edition
Guide, Pocket Guide to Chemical Hazards, 1997
Guide, Reference, Firefighter Hazardous Materials Reference Book, Second
Edition
Guide, Sax's Dangerous Properties of Industrial Materials, 3 vol, Tenth Edition,
1999
Guide, State Clandestine Lab Book
Handbook, CHRIS Response Methods
Handbook, Compressed Gases, Fourth Edition, 1999
Handbook, Emergency Handling of Hazardous Materials in Surface
Transportation
Handbook, Farm Chemicals & CD
Handbook, Firefighter Handbook to Hazardous Materials
Handbook, Health Physics and Radiological Health, Third Edition, 1998
Handbook, Jane's Chem Bio 2001
Handbook, Preparing for Biological Terrorism, 2002
Handbook, Preparing for Terrorism, 2002
Handbook, Terrorism Handbook for Operational Responders, 2002
Manual, GATX Tank Car
Binoculars ER2660
Chairs, Metal Folding - 6 ea
Cones, Traffic (20 ea)
Container, Drinking Water
Container, Rubbermaid Storage - 7 ea
Cord, Extension 100' - 2 ea
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~~Bottle, Scott 60 Min. SCBA (Carbon Fibre)~~

~~Cases, Scott SCBA Storage~~

~~Coats, Securitex Turnout (8 ea. Assorted Sizes)~~

~~Devices, Personal Floatation (PFD)~~

~~Gloves, Firefighters <Leather> (8 pr. Asstd. Sizes)~~

~~Hood, Firefighter Protective (8 ea.)~~

~~Jumpsuits, Nomex - 8 ea~~

~~Kit, TrellChem Suit Repair & UniAdapter Fitting~~

~~Pants, Securitex Turnout (8 ea. Assorted sizes)~~

~~Suit, Lakeland Tychem BR 440 Level B, 2001-~~

~~Suit, TrellChem VPS Flash Chemical (L)~~

~~Suit, TrellChem VPS Flash Chemical (L)~~

~~Suit, TrellChem VPS Flash Chemical (L)~~

~~Suit, TrellChem VPS Flash Chemical (XL)~~

~~Suit, TrellChem VPS Flash Chemical (XL)~~

~~Suit, TrellChem VPS Flash Chemical (XL)~~

~~Suit, TrellChem VPS Flash Chemical (XXL)~~

~~Thermometer, Digital Tympanic~~

~~Vest, Incident Command - 1 set of 7~~

~~Applicator, Pro Pak Foam Eductor, Akron Inline~~

~~Nozzle, Bubble Cup~~

~~Powder, Class "D" 5 gal pail~~

~~Bar, Pry 54" Brush, Wire~~

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~~OSFM Agreement ii: IGA 300114355~~

~~Shears, Aviation Right~~

~~Shears, Aviation Straight~~

~~Shovel, Round Point - 2 ea~~

~~Shovel, Scoop - Aluminum - 2 ea~~

~~Shovel, square point - 2 ea~~

~~Tape, Measuring - 2 ea~~

~~Tool Box - general purpose~~

~~Wheel, Measuring~~

~~Wrenches, Large Open End/Box End - 6 pc set~~

~~emN4~~

~~Chocks, Wheel set of 2~~

~~Trailer, 12' Wells Cargo - E192668~~

~~Trailer, 16' Wells Cargo~~

~~Trailer, 5th Wheel Wells Cargo~~

~~Truck, Chevrolet Suburban~~

~~Truck, International 4 Dr~~

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EXHIBIT D

**SPECIALIZED TRAINING 2013-2015 TRAINING
2015-2017 Biennium Funding**

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

Funding Available for Specialized Training:-
..... **\$34,112.00**

Contractor may elect to use up to 100% of funding available in this exhibit for the reimbursement of personnel costs incurred as a result of RHMERT employees attending advanced training. Reimbursement for personnel cost during ~~2013-2015~~ 2015-2017 biennium is not to exceed \$34,112.00. Allowing 100% of funding available in this exhibit for the reimbursement of personnel costs is a pilot project for the ~~2013-2015~~ 2015-2017 biennium and will be reviewed before the next contract cycle. OSFM will track how money is spent, and see if it is feasible to continue allowing 100% of funding available in this exhibit for the reimbursement of personnel costs in future contracts.

On a case by case basis, additional specialized training funds may be available for new team members to attend Technician Weeks 1 – 4.

EXHIBIT F

**Extraordinary Response Cost Fee Schedule — Part I
2013-2015/2015-2017**

SECTION 1: Extraordinary Response Costs Reimbursed to Contractor

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

<u>Item</u>	<u>Cost</u>
Support Vehicle (car, pick-up) —————	\$15.00 per hour
Command Vehicle —————	\$20.00 per hour
Fire Engine — Each contractor owned Engine.	\$100.00 per hour
Each contractor owned Tanker	-
.....	\$125.00 per hour
Each contractor owned Dump Truck	-
.....	\$50.00 per hour
Each contractor owned Loader/Backhoe	-
.....	\$100.00 per hour
Transport	-\$20.00 per hour
Cellular, Mobile, and Specialized Mobile Radio	-
.....	\$50.00 per incident per phone (SMR) Telephone Charge
Contractor-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident.	Actual Replacement Expense
Contractor-owned Materials and Supplies	Actual Replacement Expense
Exposure Medical Exam	Actual Expense
RHMERT Operations Rehabilitation Costs	Actual Expense
Rental of equipment or materials by Contractor	Actual Expense

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

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

EXHIBIT F (cont'd)

SECTION 2: Extraordinary Response Costs Not Reimbursed to Contractor

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

<u>Item</u>	<u>Cost</u>
NM Use of OSFM-owned HM Tractor Trailer Response Vehicle	\$200.00 per hour
HM Use of OSFM-owned HM Suburban and Trailer Response Vehicle	\$125.00 per hour
Repair or replacement of OSFM-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident.	Actual Replacement Expense
OSFM-Owned Materials and Supplies	Actual Replacement Expense
Exposure Medical Exam.	Actual Expense
Rental of equipment or materials by OSFM.	Actual Expense

Source of replacement materials and supplies shall be selected by the OSFM.

~~OSFM shall not pay compensation to Contractor for non-reimbursed extraordinary response costs.~~

Other Associated Costs

A response to a hazardous materials incident may incur other extraordinary response costs which cannot be anticipated. These costs may include, but are not limited to, replacement and repair costs for

damaged or expended equipment and supplies. OSFM shall seek compensation from the Responsible Person(s) for these other associated extraordinary response costs on an actual cost basis.

EXHIBIT G**Extraordinary Response Cost Fee Schedule — Part II****COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL**
~~2013-2015~~2015-2017

OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for Contractor personnel utilized in response to a hazardous materials Incident at the following rates, calculated as set forth in hourly personnel response calculation worksheets in this Exhibit G.

<u>Personnel Category</u>	<u>Hourly Rate</u>
HazMat Team Member — Non Officer	\$96.07
HazMat Team Member — Officer	\$98.53
HazMat Team Member — Officer/HazMat Coordinator	\$99.96

All other support personnel at actual costs.

Pursuant to ~~s~~As provided in Section 4.2.1 of this Agreement, it is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for ~~non-officers~~non officers, officers, or salaried officers changes due to a change in any collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement by formally amending this Agreement in writing and shall be used for purposes of calculating compensation for Contractor's Personnel Response Costs only after the effective date of the Amendment. Notwithstanding any retroactive payment provision contained in a collective bargaining agreement, the Contractor's Personnel Response Costs shall be calculated and reimbursed at the hourly rate set forth in the version of this Agreement which was in effect at the time the Contractor commenced the hazardous materials emergency response.

EXHIBIT G (cont'd)

**Hourly Personnel Response Rate
Calculation Worksheets**

NON-OFFICER (Eligible for Overtime)

NOTE: Base Hourly Rate/Non-OfficerRate/Non-Officer/Overtime is calculated at using the hourly overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$58.30
Regular hourly rate $\$38.87 \times 1 \frac{1}{2} =$	
INSURANCE/BENEFITS	\$
Premium paid per month $\$1,185.73 \div 230$ hours worked per month $=$	
PERS	\$
Employer's contribution paid per month $\$3,098.01 \div 230$ hours worked per month $=$	
WORKERS COMP INSURANCE*	\$
Base hourly rate $\$38.87 \times .015 =$	
FICA* (Medicare 1.45%, OASDI 6.2%)	\$
Base hourly rate $\$38.87 \times 7.65\% =$	
UNEMPLOYMENT TAX**	\$
Base hourly rate $\$38.87 \times .006\% =$	
PAYROLL TAX**	\$ N/A
Base hourly rate $N/A \times N/A\% =$	
RESPONSE AVAILABILITY RATE	
TOTAL HOURLY RATE \$ 96.0675	

* Percentage for calculation provided by Oregon State Police Payroll System, effective January 17, 2013.

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

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EXHIBIT G (cont'd)

**Hourly Personnel Response Rate
 Calculation Worksheets**

OFFICER (Eligible for Overtime)HAZMAT COORDINATOR

NOTE: Base Hourly Rate/Officer isRate/Officer/Overtime shall be calculated atusing the hourly overtime rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY	\$
Regular hourly rate $\$40.8814 \times 1 \frac{1}{2} =$	
INSURANCE/BENEFITS	\$
Premium paid per month $\$1,185.72 \div 230$ hours worked per month =	
PERS	\$
Employer's contribution paid per month $\$3,257198.936 \div 230$ hours worked per month=	
WORKERS COMP INSURANCE* Base hourly rate $\\$40.88 \times .015 =$	
FICA* (Medicare 1.45%, OASDI 6.2%) Base hourly rate $\\$40.88 \times 7.65% =$	\$
UNEMPLOYMENT TAX**INSURANCE*	
Base hourly rate $\$40.88 \times .006 \% =$	
PAYROLL $14 \times .015 =$	\$
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	
Base hourly rate $\$40.14 \times 7.65% =$	\$ N/A
UNEMPLOYMENT TAX**	
Base hourly rate N/A $\$40.14 \times \text{N/A} .006 \% =$	
PAYROLL TAX**	
Base hourly rate N/A $\times \text{N/A} \% =$	
RESPONSE AVAILABILITY RATE	\$15.5788
TOTAL HOURLY RATE	\$ 998.9619

*5278

* Percentage for calculation provided by Oregon State Police Payroll System, effective January

1723, 20135.

**

Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT H

~~COMPENSATION FOR CONTRACTOR PROGRAM OUTREACH 2013-2015 Biennium Funding~~
~~Funds for approved outreach training, allowing team personnel to interface with, educate and train other~~
~~local agencies.~~

~~Funding Available for Contractor Program Outreach \$6,342.00~~

EXHIBIT G (cont'd)

Hourly Personnel Response Rate
 Calculation Worksheets

OFFICER (Eligible for Overtime)

Hazmat Coordinator

\$

technician trained team member at this rank who is an officer

\$

BASE SALARY

Regular hourly rate $\$40.88 \times 1 \frac{1}{2} =$

\$

INSURANCE/BENEFITS

Premium paid per month $\$1,185.72 \mid 230$ hours worked per month =

\$

PERS

Employer's contribution paid per month $\$3,257.93 \mid 230$ hours worked per month =

\$

WORKERS COMP INSURANCE*

Base hourly rate $\$40.88 \times .015 =$

\$

FICA* (Medicare 1.45%, OASDI 6.2%)

Base hourly rate $\$40.88 \times 7.65\% =$

\$ N/A

UNEMPLOYMENT TAX**

Base hourly rate $\$40.88 \times .006 \% =$

PAYROLL TAX**

Base hourly rate $N/A \times N/A \% =$

RESPONSE AVAILABILITY RATE

\$15.5788

TOTAL HOURLY RATE

\$ 99.9619

* Percentage for calculation provided by Oregon State Police Payroll, effective January 23, 2015.

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT I

**COMPENSATION FUNDING FOR CONTRACTOR SUB-COMMITTEE AND SPECIAL PROJECTS PARTICIPATION
2013-2015 2015-2017 Biennium Funding**

Funds for approved sub-committee and special projects participation.

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

Funding available in this exhibit for the reimbursement of sub-committee or special projects costs is a pilot project for the ~~2013-2015~~ 2015-2017 biennium and will be reviewed before the next contract cycle. OSFM will track how money is spent, and see if it is feasible to continue funding this exhibit for future contracts.

.....
Funding Available for Sub-Committee and Special Projects Participation. \$5,000.00

EXHIBIT K

State Spill Response Revolving Fund

.....

20135 -20157 Biennium Funding.

\$300,000.00

This is the *Total* State Spill Revolving Funding limitation available for the ~~2013-2015~~2015-2017 biennium RHMERT services by *all* Contracted RHMERT's. This does *not* guarantee that any Contractor will be reimbursed for any specific amount from the State Spill Revolving Fund; only that funding in this amount is available for reimbursement of emergency response team costs within the any OSFM limitation or appropriation.