

**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, October 5, 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, September 30, 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) Minutes of Regular Meeting of 08/17/2015 Approved 09/28/2015
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: Site Tour - Idaho Power Project**

8) **Old Business:**

- A) 2015-2017 IGA for Regional Haz-Mat Response Team Services 1-42
B) Approve Oregon Building Codes MOA - Building Inspection Program 43-51

9) **New Business**

- A) Request for Qualifications: Consultant to Obtain Brownfield Grant 52-63
B) Ordinance #2708-2015: Repeal Section 3-22-12 of Ontario Municipal Code to Remove Redundant Location Restrictions on Medical Marijuana Dispensaries (*Emergency Passage Requested*) 64-67

10) **Hand-Outs/Discussion Items**

- A) 2015 Award for Excellence: City of Ontario
B) Complaint for Declaratory & Injunctive Relief
C) Proposed Language Change to Ordinance #2702-2015
D) Minutes: County Court 09/09/2015; SREDA 09/02/2015
E) Department Stats: OPD, PW, OF&R
F) Financials

11) **Executive Session: ORS 192.660(2)(h)**

12) **Correspondence, Comments and Ex-Officio Reports**

13) **Adjourn**

MINUTES OF THE TUESDAY, SEPTEMBER 8,
2015, CITY COUNCIL MEETING WERE
ADOPTED THROUGH A SPECIAL
TELEPHONIC MEETING ON MONDAY,
SEPTEMBER 28, 2015.

AGENDA REPORT – OLD BUSINESS

October 5, 2015

TO: Honorable Mayor and City Council

FROM: Al Higinbotham, Fire Chief

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: 2015-2017 INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

DATE: September 21, 2015

SUMMARY:

The City of Ontario and the Office of State Fire Marshal have been working together by intergovernmental agreement for the Regional Hazardous Materials Emergency Response Team Services. The current contract ended on June 30, 2015.

PREVIOUS COUNCIL ACTION:

12-16-13 Council approved the 2013-2015 Intergovernmental Agreement.

ALTERNATIVE:

Approve contract renewal with the State of Oregon, through the Office of State Fire Marshal.

Re-negotiate the contract with the State of Oregon, through the Office of State Fire Marshal.

FINANCIAL IMPLICATIONS:

See handouts.

Termination of the contract would result in approximately \$653,000.00 worth of equipment being returned to the State of Oregon.

RECOMMENDATION:

Staff recommends approval of the biennial 2015-2017 Intergovernmental Agreement.

PROPOSED MOTION:

I move the Council authorize the Mayor and Interim City Manager to sign the biennial 2015-2017 Intergovernmental Agreement between the City of Ontario and the Office of State Fire Marshal.

**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
Kate Brown, Governor**

State Fire Marshal

July 1, 2015

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Agreement Exhibits

- Exhibit A - Regional Team Primary Response Area Boundary Description
- Exhibit B - Inventory of OSFM-Owned Equipment
- Exhibit C – Funding Available For The Purchase And Maintenance of OSFM-Owned Equipment
- Exhibit D - Specialized Training
- Exhibit E - Medical Surveillance
- Exhibit F – Extraordinary Response Cost Fee Schedule – Part I
- Exhibit G - Extraordinary Response Cost Fee Schedule – Part II
 - Compensation for Contractor’s Response Personnel
 - Non-Officer
 - Officer (Eligible for Overtime)
 - Officer/Salaried (Not Eligible for Overtime)
- Exhibit H - Funding for Contractor Program Outreach
- Exhibit I - Funding for Contractor Sub-Committee And Special Projects Participation
- Exhibit J – Summary: 2015-2017 Biennium Funding Available for Stand-By Costs
- Exhibit K – State Spill Response Revolving Fund

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

General Agreement Information

Agreement Type: This Agreement is between the State of Oregon, acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal (hereinafter "OSFM"), and the Ontario Fire and Rescue (hereinafter "Contractor") for the provision of regional hazardous materials emergency response team services as described herein and authorized under ORS 453.374 to 453.390.

RECITALS

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

STANDARD AGREEMENT TERMS AND CONDITIONS

1.0 AGREEMENT TERM.

1.1 This Agreement shall be effective as of July 1, 2015 to June 30, 2017, unless terminated prior in accordance with other provisions of this Agreement.

1.2 Subject to Legislative approval, future Agreements will be awarded on a biennial basis.

2.0 DEFINITIONS.

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

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

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

"Contractor" means the local government agency(s) by which the service or services will be performed under this Agreement, including those agencies under an approved inter-governmental or interagency agreement.

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

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

materials, except, as may be reasonably necessary and incidental to preventing a Release or threat of Release or in stabilizing the Emergency Response incident.

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

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

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

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

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

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

“ORS” means Oregon Revised Statutes.

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

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

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

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

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

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

“State” means the State of Oregon acting by and through the Department of State Police for the benefit of its Office of State Fire Marshal.

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

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

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

3.0 STATEMENT OF WORK.

3.1 SERVICES TO BE PROVIDED BY CONTRACTOR.

3.1.1 During the term of this Agreement the Contractor agrees to provide RHMERT emergency response services within the boundaries of Contractor’s assigned Primary Response Area as generally depicted and described in "Exhibit A", Regional Team Primary Response Area Boundary Description, and by this reference incorporated herein. Contractor 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
- disposal of hazardous materials.

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

- maintain general security or safety perimeters at or near sites and vessels,
- locate underground utilities,
- ensure appropriate traffic control services,
- conduct hydrological investigations or analysis, or
- provide testing, removal and disposal of underground storage tanks

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

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

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

3.3 PERSONNEL.

3.3.1 Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised RHMERT personnel as is necessary to operate within the safety levels of a RHMERT as specified in OR-OSHA's OAR 437, Division 2. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a Hazardous Materials response team.

3.3.2 To document training and experience Contractor shall ensure its team members complete the tasks in the Hazardous Material Technician Task Book within the established 24 month period. The established 24 month period consists of portions of two Task Book Cycles; continuation of the current Task Book cycle ending on December 31, 2015 and the cycle running January 1, 2016 through December 31, 2017.

3.3.3 Contractor shall submit annually the Task Book reporting form to the OSFM no later than 10th of January of each year.

3.4 VEHICLES AND EQUIPMENT.

3.4.1 Use of OSFM-Owned Equipment.

- i. The Contractor shall operate a RHMERT using the OSFM-Owned Equipment specified in Exhibit "B" of this Agreement.
- ii. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the OSFM-Owned Equipment and vehicles and equipment provided to the Contractor.
- iii. Contractor shall at all times use equipment with reasonable and diligent care taking into consideration the type of equipment and its intended use. Contractor shall at all times use the equipment in accordance with all OSFM Standard Operating Guidelines (SOGs), available on the OSFM website.

3.4.2 Routine Maintenance/Physical Damage/Repairs.

- i. Routine Maintenance: The Contractor is responsible for all routine maintenance of OSFM-Owned Equipment. For purposes of this Agreement, routine maintenance means:
 - a. Daily, weekly, and monthly checks of vehicles and equipment.
 - b. Semiannual or mileage-related lubrication, oil and filter changes for vehicles and equipment.
 - c. Annual tune-up of vehicles and equipment as required for preventive maintenance.
 - d. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
 - e. Personal Protective Equipment (PPE) to be tested as per Oregon-OSHA standards and manufacturer's recommendations.

- f. Communications equipment checked regularly.
- ii. Physical Damage and Repairs: Contractor and OSFM 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. When Contractor 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, 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 limitations and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Self-Insurance Policy Manual) Article XI, Section 7 of the Oregon Constitution, ORS 30.260 to 30.300 (Oregon Tort Claims Act), and the terms of this agreement.
 - c. Contractor is liable for all damage or loss caused by abuse or neglect of OSFM-Owned Equipment, including when used for purposes authorized under this Agreement and ORS 453.374 to 453.390.

3.4.3 The Contractor may use the OSFM-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 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.

3.4.5 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 jurisdiction are paramount. If, on occasion, an Emergency Response under this Agreement would temporarily place an undue burden on the Contractor because Contractor resources are limited or unavailable within the Contractor Primary Response Area, and if prior or immediate notice has been provided to the OSFM Duty Officer, the Contractor may decline a request for an Emergency Response.

However, if the Contractor declines a request for an Emergency Response, the Contractor shall ensure the OSFM-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.

4.0 CONTRACTOR COMPENSATION.

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 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 for the OSFM to purchase and 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 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.

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 response costs". The total funding available for team response costs as specified in Exhibit "K" of this Agreement is in addition to Contractor Stand-By Costs specified in section 4.1. Compensation of such team response costs shall be limited by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 for the 2015-2017 biennium. Such Team response costs may include, but are not limited to:

- i. Compensation for use of Contractor-owned Materials, Vehicle(s) and Apparatus:
 - a. OSFM shall compensate contractor for OSFM-approved 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" of this agreement.
 - b. Where the OSFM has approved the use of 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 that are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 2015-2017 biennium shall be calculated as follows:

A. Base Hourly Rate/Non-officer

Regional Hazardous Material Emergency Response Team Agreement – HM-14

1. Base Hourly Rate/Non-Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is not an officer
 2. Base Hourly Rate/Non-Officer/Overtime shall be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer
- B. Base Hourly Rate/Officer (eligible for overtime)
1. Base Hourly Rate/Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is an officer .
 2. Base Hourly Rate/Officer/Overtime shall be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.
- C. Base Hourly Rate/Salaried Officer (not eligible for overtime) - shall be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.
- D. OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement by formally amending this Agreement in writing, and shall be used for purposes of calculating compensation for Contractor's Personnel Response Costs only after the effective date of the Amendment. Notwithstanding any retroactive payment provision contained in a collective bargaining agreement, the Contractor's Personnel Response Costs shall be calculated and reimbursed at the hourly rate set forth in the version of this Agreement which was in effect at the time the Contractor commenced the hazardous materials emergency response.
- E. A Response Availability Rate of \$15.5788 shall be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor shall be required to document total hourly personnel response rates for each category utilizing the form provided by OSFM. That documentation is entered into this Agreement as Exhibit G. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.
- iii. Emergency Expenses: Contractor's other necessary and reasonable Emergency Response costs related to services rendered under this Agreement are reimbursable at the rates described in Exhibit "F" of this agreement. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency Response purchases of up to \$100 per Emergency Response Incident may be made at the Contractor's discretion without prior approval by the OSFM. The Team Leader or authorized Contractor representative shall attempt to contact the OSFM Duty Officer for prior approval of Contractor emergency expenses exceeding \$100. Contractor claims for reimbursement must clearly document the nature of the purchases and

extent of the OSFM prior verbal approval of Contractor emergency expenditures. The OSFM reserves the right to deny any payment of unjustifiable Contractor expenditures.

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

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

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

4.3 BILLING SYSTEM.

4.3.1 Contractor must notify the OSFM's Emergency Response Unit within 24 hours of an Emergency Response. The OSFM will assign an Incident number to the response at that time. Contractor shall leave a voice-mail message if Contractor notification is made after business hours. OSFM will return a call to the Contractor the next business day. Contractor shall provide an estimate of Team Response Costs to the OSFM within 10 working days of the Emergency Response. Contractor shall submit an expenditure report and invoice to the OSFM within 30 days of the Emergency Response. Contractor shall submit its claim for reimbursement on OSFM approved forms and the claim must contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits.

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

4.3.3 Billing for OSFM-Owned Equipment. OSFM shall bill the Responsible Person(s) for Contractor's use of OSFM-owned equipment during emergency response activities, including responses to incidents within the Contractor's local jurisdiction, at the rates set forth in Exhibit F. The OSFM will prepare a statement for OSFM-Owned Equipment used and the OSFM will forward the statement to the identified Responsible Person any time 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.

- 4.3.5 Priority of Reimbursements. If the OSFM successfully recovers payment from the Responsible Person, the monies shall first be used to pay the Contractor Team Response Costs, if these costs have not been paid in their entirety; then the monies will be used to reimburse the State Spill Response Revolving Fund for the amount previously paid to the Contractor and the OSFM. Any remaining funds will be used to pay Emergency Response Costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill Responsible Persons or parties and pursue cost recovery actions.
- 4.3.6 If a disputed billing is resolved in favor of the Responsible Person or party then the Contractor shall not be required to reimburse the OSFM for payments previously made.
- 4.4 **INTEREST.** If the OSFM fails to make timely payments to Contractor as described in 4.3.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if Emergency Response Costs are invoiced by the Contractor on OSFM-approved forms and Responsible Person information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.
- 4.5 **STATE FUNDING AVAILABLE.**
- 4.5.1 The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM's 2015-2017 biennial appropriation or limitation. Contractor understand and agrees that the OSFM's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 4.5.2 State funding for Stand-By Costs available under this Agreement for the 2015-2017 biennium shall be the sum of the amounts specified in exhibits C, D, E, H and I to this Agreement and are summarized in Exhibit J of this Agreement.
- 4.5.3 The funding available as specified in Exhibits C, D, E, H and I to this Agreement does not include Contractor team response costs as specified in Section 4.2. Such team response costs are available in addition to Contractor Stand-By Costs and shall be limited by the funds available in the State's Spill Response Revolving Fund established under ORS 453.390 for the 2015-2017 biennium, by the limitations described in ORS 453.382 and 453.390 and as identified in Exhibit K, State Spill Response Revolving Fund, to this Agreement.
- 4.5.4 Additional Contractor compensation shall be paid under this Agreement only if specifically agreed to by the OSFM and the Contractor in writing, but the funds used shall not be provided under ORS 453.390.
- 4.5.5 OSFM payments under the terms of this Agreement shall be considered full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement.
- 4.5.6 Acceptance of payment by the Contractor shall relieve the OSFM from all claims by Contractor for reimbursement of Team Response Costs and Stand-by Costs except where partial payment has been made due to limitations of the State's Spill Response Revolving Fund and subject to further payment as set forth above.

4.6 PRIOR APPROVAL. Contractor may not respond under this Agreement without prior written or verbal approval by OSFM as set forth in Section 4.7. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor its compensable Team Response Costs incurred in accordance with this agreement from the State Spill Response Revolving Fund if recovery from a Responsible Person or party is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Person and OSFM expenses.

4.7 RESPONSE PROCEDURES AND LIMITATIONS; AUTOMATIC RESPONSE.

4.7.1 If the Contractor has received state authority for automatic response, Contractor may, upon receipt of an Emergency Response request, provide Emergency Response services as specified under the terms of this Agreement and the OSFM's Standard Operating Guidelines, which is incorporated herein by this reference, and may be found on the OSFM's website. Contractor shall immediately thereafter notify the OSFM Duty Officer.

4.7.2 If the Contractor has *not* received state authority for automatic response or if the Emergency Response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.

4.8 STATE SPILL RESPONSE REVOLVING FUND.

4.8.1 If the State Spill Response Revolving Fund becomes depleted or fiscally unsound, the OSFM shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.

4.8.2 For purposes of this section, "fiscally unsound" shall mean the balance in the State Spill Response Revolving Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of a Contractor receiving the emergency response request, which reduces the fund below the \$20,000 threshold.

4.8.3 If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Revolving Fund balance, Contractor assumes the risk of non-payment if the OSFM is unable to obtain additional funding for the State Spill Response Revolving Fund, recover the Contractor team emergency response costs from a Responsible Person, or if there is no identifiable Responsible Person. Contractor shall immediately notify the OSFM Duty Officer of all emergency response activities undertaken pursuant to this Agreement.

4.8.4 If, after becoming depleted or fiscally unsound, additional funds become available in the State Spill Response Revolving Fund and Contractor has billed the OSFM as set forth in Section 4.3, the OSFM shall reimburse the Contractor for unpaid Team Response Costs to the extent funds are available and authorized under this agreement.

5.0 WHERE NO RESPONSIBLE PERSON CAN BE IDENTIFIED.

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

6.0 CONTRACTOR STATUS.

Contractor certifies it is not an employee of the State of Oregon and is a local government agency or agencies.

7.0 RETIREMENT SYSTEM STATUS, SOCIAL SECURITY, WORKERS COMPENSATION.

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

8.0 ASSIGNMENTS; SUBCONTRACTS.

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

9.0 SUCCESSORS IN INTEREST.

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

10.0 COMPLIANCE WITH GOVERNMENT REGULATIONS.

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

11.0 FORCE MAJEURE.

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

12.0 INDEMNIFICATION, CONTRIBUTION, SCOPE OF LIABILITY.

12.1 ACTIVITIES AUTHORIZED UNDER ORS 453.374 – 453.390:

12.1.1 CONTRACTOR'S RHMERT MEMBERS: AS PROVIDED IN ORS 453.384, DURING EMERGENCY RESPONSE OPERATIONS UNDER ORS 453.374 TO 453.390 PURSUANT TO THIS AGREEMENT, THE STATE OF OREGON, BY AND THROUGH THE DEPARTMENT OF STATE 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" MEAN ACTIVITIES DIRECTLY RELATED TO A PARTICULAR EMERGENCY RESPONSE INVOLVING A HAZARDOUS MATERIAL BY A RHMERT AS PROVIDED FOR UNDER THIS AGREEMENT. "OPERATIONS" ALSO INCLUDE ADVANCED TRAINING ACTIVITIES PROVIDED TO THE CONTRACTOR'S RHMERT MEMBERS AS PROVIDED FOR UNDER THIS AGREEMENT, BUT DO NOT INCLUDE TRAVEL TO AND FROM SUCH TRAINING.

- 12.1.2 CONTRACTOR: EXCEPT AS OTHERWISE PROVIDED UNDER PARAGRAPHS 12.1.1, 12.2, AND 3.4.2, AND AS PROVIDED IN SECTION 12.3 REGARDING THIRD PARTY CLAIMS, THE OSFM AND CONTRACTOR SHALL EACH BE RESPONSIBLE, TO THE EXTENT PERMITTED BY THE OREGON TORT CLAIMS ACT (ORS 30.260 THROUGH 30.300) AND THE OREGON CONSTITUTION (INCLUDING BUT NOT LIMITED TO ARTICLE XI, SECTION 7), FOR ANY LEGAL LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES ARISING IN FAVOR OF ANY PERSON, ON ACCOUNT OF PERSONAL INJURIES, DEATH, OR PROPERTY LOSS OR DAMAGE OCCURRING, GROWING OUT OF, INCIDENT TO OR RESULTING DIRECTLY FROM THEIR RESPECTIVE ACTS OR OMISSIONS UNDER THIS AGREEMENT.
- 12.2 **ACTIVITIES NOT AUTHORIZED UNDER ORS 453.374 - 453.390:** WHEN CONTRACTOR USES OSFM-OWNED EQUIPMENT OR STATE PROCEDURES OR TRAINING FOR ANY ACTION NOT AUTHORIZED UNDER ORS 453.374 TO 453.390 OR THIS AGREEMENT, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, ITS OFFICERS, DIVISIONS, AGENTS, EMPLOYEES, AND MEMBERS, FROM ALL CLAIMS, SUITS OR ACTIONS OF ANY NATURE ARISING OUT OF THE ACTIVITIES OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES, SUBJECT TO THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, AND THE OREGON CONSTITUTION.
- 12.3 **THIRD PARTY CLAIMS:**
- 12.3.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.
- 12.3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE CONTRACTOR (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CONTRACTOR IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE STATE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE LIABILITY IN THE PROCEEDING.
- 12.3.3 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD

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

12.4 LIMITATIONS. Except as provided in Section 3.4, this Agreement in no way limits a Contractor from responding with 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

13.0 SEVERABILITY.

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

14.0 ACCESS TO RECORDS.

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

14.1 CONFIDENTIALITY.

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

15.0 AMENDMENTS.

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 Contractor has agreed to pay for such services, and from all sums, which Contractor has collected or deducted, from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. It is the intent of the parties that this section includes any collective bargaining agreements that the Contractor has entered into with Contractor employees.

20.0 INSURANCE COVERAGE.

Contractor shall obtain the insurance specified in this section 20 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to OSFM.

20.1 WORKERS' COMPENSATION INSURANCE. All employers, including Contractor, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt

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 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, 2015 to June 30, 2016: \$2,048,300

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.

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 by the State Court Administrator pursuant to Oregon Revised Statute (ORS) 30.273.

Aggregate limits for all claims per occurrence :

July 1, 2015 to June 30, 2016: \$560,000

July 1, 2016 and every year thereafter: The adjusted limitation as determined by the State Court Administrator pursuant to Oregon Revised Statute (ORS) 30.273.

20.3 AUTOMOBILE LIABILITY. This insurance must cover each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Contractor shall provide proof of insurance of not less than the following amounts:

20.3.1 Bodily Injury/Death: Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence:

July 1, 2015 to June 30, 2016: \$2,048,300

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.

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.

20.3.2 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 by the State Court Administrator pursuant to Oregon Revised Statute (ORS) 30.273.

Aggregate limits for all claims per occurrence:

July 1, 2015 to June 30, 2016: \$560,000

July 1, 2016 and every year thereafter: The adjusted limitation as determined by the State Court Administrator pursuant to Oregon Revised Statute (ORS) 30.273.

20.4 "TAIL" COVERAGE. If any of the required liability insurance is on a "claims made" basis, "tail" coverage is required at the completion or termination of this Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion or termination. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Agreement. This will be a condition of the final acceptance of work or services.

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

20.6 CERTIFICATES OF INSURANCE. As evidence of the insurance coverage required by this Agreement, Contractor shall furnish acceptable insurance certificates to OSFM prior to commencing performance under this Agreement. The certificates must specify all of the parties who are Additional Insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. Contractor shall pay for all deductibles, self-insured retentions and self-insurance.

20.7 ADDITIONAL INSURED. The Commercial General Liability and Automobile Liability insurance coverages required under this Agreement shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

21.0 GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively,

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“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.

24.0 INSUFFICIENT FUNDS.

The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds for response costs by the OSFM to Contractor. Contractor may, upon thirty (30) days' prior written notice, terminate this Agreement if funds are not available.

25.0 WRITTEN NOTIFICATIONS.

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

Office of State Fire Marshal
4760 Portland Rd. NE
Salem, OR 97305

26.0 MERGER; WAIVER.

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

27.0 REMEDIES.

In the event that Contractor violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

28.0 NON-APPROPRIATION.

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

29.0 ALTERNATIVE DISPUTE RESOLUTION.

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the effective date shown

in paragraph 1.1 above.

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

Signatures begin on following page.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this ____ day of _____, 2015

Signature _____

Printed Name 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 _____

On Behalf of Ontario Fire and Rescue

Dated this ____ day of _____, 2015

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

EXHIBIT A

Regional Team Primary Response Area Boundary Description

The HM14 response area is the area within the following boundary: Starting at the southeast corner of Malheur County at the intersection of the Oregon, Idaho, and Nevada state lines, follows the Idaho-Oregon state line north to the Northern Baker county line. Proceed west on the northern Baker county line to Highway 7. Continue on Highway 7 southwest to the intersection of State Highway 26, then follow Highway 26 to John Day. From John Day, travel west on state Highway 26 to the Grant-Wheeler County line. John Day and Prairie City are included in HM14 response area. Dayville and Mt Vernon are not included in the HM14 response area and are covered by HM10. Follow the western Grant County line, south to the Harney County line. Following the Harney County line continue south to the Nevada State line. Follow the Nevada State line to the starting point. This includes all the land in Harney and Malheur Counties.

EXHIBIT B
INVENTORY OF
OSFM-OWNED EQUIPMENT
As of June 2015

To be inserted by OSFM.

EXHIBIT C

**FUNDING AVAILABLE FOR THE OSFM TO PURCHASE AND MAINTAIN
OSFM-OWNED EQUIPMENT
2015-2017 Biennium Funding**

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

EXHIBIT D

**SPECIALIZED 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 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 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 E

**MEDICAL SURVEILLANCE
2015-2017 Biennium Funding**

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

Up to 16 personnel may receive medical surveillance exam(s), up to a maximum cost of \$700 per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 2015-2017 biennium. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$700 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

Funding Available for Medical Surveillance Exams
Not to Exceed.....\$11,200.00

EXHIBIT F

**Extraordinary Response Cost Fee Schedule – Part I
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>
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
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>
Use of OSFM-owned HM Tractor Trailer Response Vehicle	\$200.00 per hour
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.

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
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.

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, 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-Officer/Overtime is calculated using the hourly overtime rate for the highest paid, technician trained team member at this rank who is not an officer

BASE SALARY	\$58.305
Regular hourly rate \$38.87 x 1 ½ =	
INSURANCE/BENEFITS	\$ 5.1553
Premium paid per month \$1,185.73 ÷ 230 hours worked per month =	
PERS	\$ 13.4696
Employer's contribution paid per month \$3,098.01 ÷ 230 hours worked per month=	
WORKERS COMP INSURANCE*	\$.58305
Base hourly rate \$38.87 x .015 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 2.9735
Base hourly rate \$38.87 x 7.65% =	
UNEMPLOYMENT TAX**	\$ 0.0023
Base hourly rate \$38.87 x .006 % =	
PAYROLL TAX**	\$ N/A
Base hourly rate N/A x N/A % =	
RESPONSE AVAILABILITY RATE	\$15.5788
TOTAL HOURLY RATE	\$ 96.0675

* 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 G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**OFFICER (Eligible for Overtime)**

NOTE: Base Hourly Rate/Officer/Overtime shall be calculated using the hourly overtime rate for the highest paid, technician trained team member who is an officer

BASE SALARY	\$ 60.21
Regular hourly rate \$40.14 x 1 ½ =	
INSURANCE/BENEFITS	\$ 5.1553
Premium paid per month \$1,185.72 ÷ 230 hours worked per month =	
PERS	\$ 13.9085
Employer's contribution paid per month \$3,198.96 ÷ 230 hours worked per month=	
WORKERS COMP INSURANCE*	\$ 0.6021
Base hourly rate \$40.14 x .015 =	
FICA* (Medicare 1.45%, OASDI 6.2%)	\$ 3.0707
Base hourly rate \$40.14 x 7.65% =	
UNEMPLOYMENT TAX**	\$ 0.0024
Base hourly rate \$40.14 x .006 % =	
PAYROLL TAX**	\$ N/A
Base hourly rate N/A x N/A % =	
RESPONSE AVAILABILITY RATE	\$15.5788
TOTAL HOURLY RATE	\$ 98.5278

* 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 G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**OFFICER (Eligible for Overtime)**
Hazmat Coordinator

NOTE: Base Hourly Rate/Officer/Overtime is calculated using the hourly overtime rate for the highest paid, technician trained team member at this rank who is an officer

BASE SALARY	\$ 61.32
Regular hourly rate \$40.88 x 1 ½ =	
INSURANCE/BENEFITS	\$ 5.1553
Premium paid per month \$1,185.72 ÷ 230 hours worked per month =	
PERS	\$ 14.1649
Employer's contribution paid per month \$3,257.93 ÷ 230 hours worked per month=	
WORKERS COMP INSURANCE*	\$ 0.6132
Base hourly rate \$40.88 x .015 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 3.1273
Base hourly rate \$40.88 x 7.65% =	
UNEMPLOYMENT TAX**	\$ 0.0024
Base hourly rate \$40.88 x .006 % =	
PAYROLL TAX**	\$ N/A
Base hourly rate N/A x 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 H

**FUNDING FOR CONTRACTOR PROGRAM OUTREACH
2015-2017 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 I

**FUNDING FOR CONTRACTOR SUB-COMMITTEE AND SPECIAL PROJECTS
PARTICIPATION
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 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 J

**SUMMARY - 2015-2017 BIENNIUM FUNDING AVAILABLE
FOR STAND-BY COSTS**

Funding Available For The OSFM to Purchase And Maintain OSFM-Owned Equipment – 2015-2017 Biennium Funding - (See Exhibit C)	\$16,000.00
Specialized Training –2015-2017 Biennium Funding - (See Exhibit D)	\$34,112.00
Medical Surveillance –2015-2017 Biennium Funding - (See Exhibit E)	\$11,200.00
Funding for Contractor Program Outreach –2015-2017 Biennium Funding – (See Exhibit H)	\$6,342.00
Funding for Contractor Sub-Committee and Special Project Participation – 2015-2017 Biennium Funding (See Exhibit I)	\$5,000.00
Total 2015-2017 Biennium Funding Available for Stand-By Costs	\$72,654.00

EXHIBIT K

State Spill Response Revolving Fund

2015 -2017 Biennium Funding.....\$300,000.00

This is the *Total* State Spill Revolving Funding limitation available for the 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 any OSFM limitation or appropriation.

AGENDA REPORT – OLD BUSINESS

October 5, 2015

TO: Mayor and City Council

FROM: Dan K Cummings, Planning & Economic Development Director

THROUGH: Tori Barnett, MMC, Interim City Manager

SUBJECT: **APPROVE OREGON BUILDING CODES MEMORANDUM OF AGREEMENT (MOA) RELATING TO RENEWAL OF BUILDING INSPECTION PROGRAM**

DATE: September 28, 2015

SUMMARY:

Attached are the following documents:

- Existing Memorandum of Agreement (MOA) signed on May 12, 2014.
- Proposed Updated Memorandum of Agreement (MOA).

PREVIOUS COUNCIL ACTION:

September 3, 2015 Previous action was tabled on September 3, 2015 to allow time for Larry Sullivan, City Attorney, to review and approve it, which has been done.

BACKGROUND:

The City of Ontario has been operating a Building Inspection Program under ORS 455.040 and ORS 455.148(7) under the approval of the Building Codes Director. Under OAR 918-020-0090 (1) (l), each municipality that wants to continue to operate a Building Inspection Program must sign an MOA during each reporting period.

In May of 2014, Ontario entered into a MOA with the State of Oregon.

In August of 2015 staff received a letter from Brett Salmon, Manage of Policy and Technical Services, Oregon Building Codes Division with an Updated MOA based on feedback from several municipalities being addressed.

FINANCIAL IMPLICATIONS:

None, unless the State takes over the Building Inspection Program.

ALTERNATIVES:

Continue with existing MOA until it expires July 1, 2018.

RECOMMENDATION:

Staff recommends approval of the updated Memorandum of Agreement.

PROPOSED MOTIONS:

I move that the City Council approve the updated Memorandum of Agreement (MOA) as presented, and authorize the Ontario Building Official and City Manager to execute the agreement on behalf of the City of Ontario.

**Memorandum of Agreement
Relating to Renewal of Assumed
Building Inspection Program**

I. Parties:

This agreement is made and entered into by the Building Codes Division (hereinafter the "Division"), through the Department of Consumer and Business Services, and City of Ontario building inspection program.

II. Purpose:

In accordance with the authority granted by Oregon Revised Statute (ORS) 455.020 and Oregon Laws 2013, chapter 528, this Memorandum of Agreement (MOA) sets forth the roles and responsibilities of the City of Ontario operating a municipal building inspection program as referenced in ORS chapter 455.

III. Background:

The Department is authorized to:

1. Promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings. The state building code establishes uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security for the residents of this state; and
2. Delegate authority to a municipality to operate all or any portion of a building inspection program for a reporting period. A reporting period means a four-year period during which a municipality administers and enforces a building inspection program pursuant to an approved operating plan.

IV. Agreement:

City of Ontario building inspection program agrees to the following minimum standards, policies and procedures while operating a building inspection program during the next reporting period:

1. **Administrative Standards.** Program must provide adequate funds, equipment and other resources needed to administer and enforce the program consistent with the inspection and permit requirements of the state building code.
2. **Electrical Program.** A building inspection program with an electrical program must comply with all applicable electrical rules for the inspection and enforcement of electrical programs.
3. **Fees.** Program must follow the uniform fee methodology for building permit and inspection fees. Program must only use fees collected for the administration and enforcement of the building inspection program. Electrical permit fees must only be used for the administration and enforcement of the electrical program. To avoid division enforcement action, program must collect and remit surcharges (with permit log) to the division no later than the 15th day following the month or quarter for which the surcharges are required to be collected according ORS 455.220.
4. **Appeals.** Program must have policy to allow an applicant for building permit to appeal decision made by building official. Program must also allow an applicant for a building

Building Codes Division and City of Ontario MOA

Page 1 of 2
Building Official Initial: D. H.

permit to file a written appeal of a decision of the building official directly to the division on any matter relating to the administration and enforcement of ORS Chapter 455.

5. **Operating Plan.** Program must amend operating plan within 30 days when changes occur and provide amended operating plan to the division. Changes include a change of building official.
6. **Staff.** Program must have appropriately certified staff for inspections.
7. **Enforcement.** Program must not enforce any standard in conflict with the state building code.

V. Indemnity:

To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, City of Ontario shall defend, indemnify and save the division, its officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by the City of Ontario.

VI. Term of the Agreement:

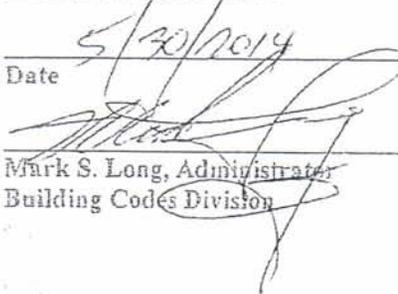
This agreement will become effective July 1, 2014 and will remain in effect for four years unless the municipality abandons or ceases to administer the building inspection program or the division assumes administration of the program under activities related to ORS 455.770. Failure to comply with any provision of this agreement may be considered a breach of this contract thereby impacting the municipality's continued administration of the building inspection program.

VII. Signatures:

Both parties, by the signatures below, hereby acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.

Building Codes Division

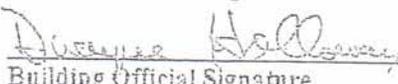
Date

5/30/2014

Mark S. Long, Administrator
Building Codes Division

City of Ontario

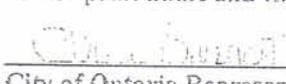
Date

5-12-14
Dwayne Holloway
Please print building official name


Building Official Signature

5-12-14
Date

Mark S. Long, Administrator
Please print name and title


City of Ontario Representative Signature

Building Codes Division and City of Ontario MOA

Page 2 of 2
Building Official Initial: D.H.



Oregon

Kate Brown, Governor

Department of Consumer and Business Services

Building Codes Division

1535 Edgewater St NW

PO Box 14470

Salem, OR 97309-0404

503-378-4133

Fax: 503-378-2322

bcd.oregon.gov

August 14, 2015

VIA REGULAR MAIL

Dwayne Holloway
City of Ontario Building Inspection Program
444 SW 4th St.
Ontario, OR 97914

RE: Memoranda of Agreement – Clarification

Local Building Inspection Program:

During the past year, each building inspection program was required to sign a *Memorandum of Agreement (MOA)*. The MOA is an important document that memorializes the Building Code Division's (division) approval of each municipality's application to administer a building inspection program. During the initial implementation of the MOA, the division fielded questions about the agreement and, in response, provided a revised agreement to address some of the issues raised. However, even after the division provided a revised agreement, several building inspection programs signed the agreement while purporting not to accept it, or while attaching legal interpretations that confused the true meaning of the MOA. This letter responds to those positions and provides clarity about the MOA.

First, each municipality that operates a building inspection program does so because they have applied for and received initial division approval to do so. Under ORS 455.148(7), a municipality may administer and enforce a building inspection program only after “. . . **obtaining the director's approval** of an assumption plan . . .” (emphasis added). Municipalities have jurisdiction over the state building code within the building inspection program area that was approved by the state. Statute clarifies the relationship between the state and municipalities that have applied for and received approval to operate a building inspection program. ORS 455.040 reads:

“The state building code shall be applicable and uniform throughout this state and in all municipalities, and no municipality shall enact or enforce any ordinance, rule or regulation relating to the same matters encompassed by the state building code but which provides different requirements unless authorized by the Director of the Department of Consumer and Business Services.”

Second, each municipality that wants to continue to operate a building inspection program must sign an MOA during each reporting period as required in OAR 918-020-0090(1) (1). This process memorializes the division's approval of the building inspection program for each reporting period, sets forth the duties of municipalities found in statute and rule, and memorializes each municipality's understanding and acceptance of those duties.

Acknowledgement and acceptance of such responsibility through signature of the MOA is a requirement included within the “program standards” and every municipality that chooses to administer and enforce a building inspection program must establish and maintain all the standards set forth in this administrative provision.

Finally, the MOA contains an indemnification provision that is intentionally not identically reciprocal. There are two reasons for the different indemnity requirements. First, the division and a municipal building inspection program are not similarly situated. Municipalities have the primary role in providing the actual services addressed in the MOA and, therefore, in creating potential liability. Second, the limits to state liability under the Oregon Constitution and the Oregon Tort Claims Act are different from the liability limits of local municipalities. *See, e.g., Oregon Constitution, Article XI, section 7 v. Article XI, sections 9 and 10.* Lastly, as a reminder, while the state intends to enforce the agreement’s indemnification contractually, if necessary, any investigation for action against a municipality’s approved building program would still proceed as provided in statute.

The division hopes this letter will help each municipality better understand the purpose of the MOA. Please contact me directly if you have further questions about this important document.

According to our records, your municipality signed an earlier version of the MOA. There is an updated MOA included with this letter which was amended with feedback from several municipalities. Any municipality that would like to execute this updated MOA should return a signed copy to the division by September 15, 2015. PLEASE NOTE: There is no requirement to sign this updated MOA.

Sincerely,

Brett S.

Brett Salmon, Manager
Policy and Technical Services
Oregon Building Codes Division
Brett.D.Salmon@oregon.gov

**Memorandum of Agreement
Relating to Delegated Building Inspection Program**

I. Parties:

This agreement is made and entered into by the Building Codes Division (hereinafter the "Division"), through the Department of Consumer and Business Services, and the **City of Ontario** building inspection program ("Jurisdiction"). In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

II. Purpose:

In accordance with the authority granted by Oregon Revised Statutes (ORS) chapter 455 and the rules adopted thereunder, this Memorandum of Agreement (MOA) sets forth the delegation from the state to Jurisdiction to operate a municipal building inspection program as referenced in ORS chapter 455.

III. Background:

The Department is authorized to:

1. Promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings. The state building code establishes uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security for the residents of this state; and
2. Delegate authority to a Jurisdiction willing and able to assume operation of all or any portion of a building inspection program for a reporting period. A reporting period means a four-year period during which a Jurisdiction administers and enforces a building inspection program pursuant to an approved operating plan on behalf of the state.

IV. Agreement:

Jurisdiction's building inspection program agrees to the following minimum standards, policies and procedures while operating a building inspection program during the current reporting period:

1. **Administrative Standards.** Program must provide adequate funds, equipment and other resources needed to administer and enforce the program consistent with the inspection and permit requirements of the state building code.
2. **Electrical Program.** A building inspection program with an electrical program must comply with all applicable electrical rules for the inspection and enforcement of electrical programs.
3. **Fees.** Program must follow the uniform fee methodology for building permit and inspection fees. Program must use permit and inspection fees collected only for the administration and enforcement of the building inspection program. Electrical permit fees must only be used for the administration and enforcement of the electrical program. To avoid division enforcement action, program must collect and remit surcharges (with permit log) to the division no later than the 15th day following the month or quarter for which the surcharges are required to be collected according ORS 455.220.

4. **Appeals.** Program must have a policy to allow an applicant for building permit to appeal decision made by building official. Program must also allow an applicant for a building permit to file a written appeal of a decision of the building official directly to the division on any matter relating to the administration and enforcement of ORS Chapter 455.
5. **Operating Plan.** Program must amend operating plan within 30 days when changes occur and provide amended operating plan to the division. Changes include a change of building official.
6. **Staff.** Program must have and use only appropriately certified employees, or approved and appropriately certified and associated state-licensed third party contractors and inspectors for inspections.
7. **Enforcement.** Program must not enforce any standard different from the state building code, unless specifically authorized to do so by the Director of the Department of Consumer and Business Services under ORS 455.040(1), and only in the manner so authorized; any standard so authorized shall not be considered an amendment to the state building code under ORS 455.030.
8. **Documentation.** Program must respond timely to division data requests on any matter relating to the administration and enforcement of ORS Chapter 455.

V. Indemnity:

To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, Jurisdiction shall defend, indemnify and save the division, its officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by Jurisdiction.

Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, the State shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Jurisdiction, any liability for personal injury or damage to life or property arising from the State's negligent activity under this Agreement provided, however, the State shall not be required to indemnify Jurisdiction for any such liability arising out of the wrongful acts of Jurisdiction, its officers, employees or agents.

VI. Term of the Agreement:

This agreement will become effective upon signature of all parties and will remain in effect until the end of the Jurisdiction's current reporting period unless the Jurisdiction abandons or ceases to administer the building inspection program or the division assumes administration of the program under activities related to ORS 455.770. Failure to comply with any provision of this agreement may impact the Jurisdiction's continued administration of the building inspection program.

VII. Signatures:

Both parties, by the signatures below, hereby acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.

Building Codes Division

City of Ontario

Date

Date

Mark S. Long, Administrator
Building Codes Division

Please print building official name



Building Official Signature

Date

Please print name and title

Jurisdiction Representative Signature

AGENDA REPORT
October 5, 2015

TO: Mayor and City Council

FROM: Dan K Cummings, Planning & Economic Development Director

THROUGH: Tori Barnett, MMC, Interim City Manager

SUBJECT: **REQUEST FOR QUALIFICATIONS (RFQ) TO CONTRACT WITH CONSULTANT TO OBTAIN BROWNFIELD GRANT**

DATE: September 28, 2015

SUMMARY:

Attached is the following document:

- Grant Application and Implementation Assistance RFQ

The City can apply for up to \$600,000 in Brownfield Assessment Grant funds from the U.S. Environmental Protection Agency (EPA). The grants provide funding to inventory brownfield sites, conduct environmental assessments, and conduct planning and community involvement activities related to property revitalization which will spur economic development. No financial match is required from the City. Malheur County has agreed to act as a partner so that grant funds can be used both in Ontario and throughout the county. In August staff and some of the City council members investigated the process of benefits of Brownfield grants. On September 18th staff member Dan Cummings and Councilor Charlotte Fugate attended an all day long seminar on Brownfield Grants, to help in applying and use of the grants.

PREVIOUS COUNCIL ACTION:

August 2015 Council directed staff to pursue the possibility of obtaining a grant and hiring a consultant to apply for and help manage it.

BACKGROUND:

Brownfields are properties that are not being used to their best potential, often due to known or assumed contamination issues. Brownfields may include former gas stations, dry cleaners, manufacturing sites, or other uses, which may limit the sale and/or redevelopment of such sites. Brownfields are often abandoned, vacant, tax delinquent and creating unsafe or unsightly blights on a community.

EPA Brownfield Assessment Grants can be used for environmental assessment on private or public land to prepare brownfield properties for sale, re-use, and redevelopment. EPA Brownfield Grants can also be used for research to identify where brownfields are, the type and extent of environmental issues, and a system for prioritizing properties for further assessment or planning. A property owner's participation in using grant funds to conduct an environmental assessment is strictly voluntary.

Investing in redeveloping brownfields promotes economic development, gets properties back on the tax rolls, encourages new business and job creation, improves property values, and helps eliminate unsafe conditions. A 2014 brownfield study documented that:

- Brownfield grants leverage private investment: for every dollar of grant funds invested, about \$7 - \$19 is leveraged in private funds.
- Brownfield grants increase property values: A dollar of public investment on a brownfield yields \$5 to \$20 in property value increase.
- In the surrounding neighborhood, property values typically increase in the range of 5-15%, just from the appreciation of the property due to the redevelopment of the brownfield.

In 2015, EPA awarded approximately \$54,000,000 in brownfield assessment, clean-up, and revolving loan funds, including \$1,700,000 for communities in Oregon. In 2015, Coos Bay, Klamath Falls, Salem, and St. Helens were awarded EPA Brownfield Grants. The previous year, Linn County, Tillamook County, Salem, Sherwood, and Tigard received grants.

To apply for a grant, the city would issue a Request for Proposal for grant writing and implementation services to help the City manage the grant and conduct environmental assessments. The grant writing services would be provided free of charge. Grant management costs incurred by the City, and selected environmental contractor would be covered 100% by the grant funds.

DRAFT SCHEDULE:

October 8, 2015: Publish RFP for grant writing and environmental assessment services (proposals due 10/23).

November 2, 2015: Issue "notice of intent to award" to contractor.

November 16, 2015: Execute contract for grant writing and environmental services

Early December 2015: Submit grant application to EPA.

May 2016: EPA announces grant awards.

Fall 2016: EPA funding is available.

FINANCIAL IMPLICATIONS:

No funding match is required from the City if awarded a grant. Contractors typically prepare grant applications at no cost. Managing the grant activities is estimated to require an average of approximately 6-8 hours/month of city staff time for the three-year grant term. City staff labor cost can be covered by the grant. In-kind contributions of staff time can be offered to present a more competitive grant application.

RECOMMENDATION:

Staff recommends that the City Council authorize the application for and acceptance of up to \$500,000 in EPA Brownfields Assessment grant funding to support the sale, reuse, and revitalization of privately- and publicly-owned brownfield properties.

PROPOSED MOTIONS:

I move that the City Council instruct staff to advertise for and select a firm to apply for a Brownfield Grant as stated in this report and preliminary request for qualifications (RFQ) advertisement, and authorize the Mayor and City Manager to execute the contract on behalf of the City of Ontario.



City of Ontario
Economic Development
U.S. EPA Brownfield Grant Application and Implementation
Assistance

Department of Economic Development
Economic Development Director
444 SW 4th Street
Ontario, OR 97914
Voice (541)881-3222
Fax (541)881-3251
Dan.Cummings@ontariooregon.org



CITY OF ONTARIO OREGON

REQUEST FOR QUALIFICATIONS

U.S. EPA Brownfield Grant Application and Implementation Assistance

RFQ Release Date: October 8, 2015

Proposal Due Date: October 23, 2015

1. GENERAL INFORMATION

1.1 Purpose of this Request for Proposals

The City of Ontario, Oregon (the City), through this Request for Qualifications (RFQ), is seeking a qualified environmental consulting and/or planning firm to provide assistance with: (a) securing United States Environmental Protection Agency (U.S. EPA) and potentially other federal or state grants for the assessment, cleanup, or redevelopment of brownfield's properties within the City of Ontario, Ontario's Urban Growth Boundary, Malheur County, City of Vale and: (b) implementation of environmental assessment, remedial planning, community outreach, and other environmental or planning components of grants for which funding is secured. The initial focus for the contract will be securing a U.S. EPA assessment grant as part of the U.S. EPA's annual Brownfields Grant Competition, for which it is anticipated grant applications will be due on/or around December 16, 2015. This solicitation is being issued in part to comply with Federal procurement standards outlined in CFR §31.36 that are applicable to hiring of consulting firms to assist communities with grants awarded by the U.S. EPA.

1.2 Background Information

Brownfields are defined by U.S. EPA as: *"real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant"*.

The purpose of the U.S. EPA brownfields assessment grant is to conduct Phase I and Phase II Environmental Site Assessments (ESAs) at brownfield sites located within the City of Ontario, Ontario Urban Growth Boundary, Malheur County, and the City of Vale. With the City of Ontario being the lead on the project, these entities agreed to form a coalition to address properties assessed as brownfield sites. The objectives of the City may expand at a later date to include actual cleanup of individual sites targeted for assessment, depending on the future availability of funding. The successful consultant will bring experience and insight to a partnership with the City to obtain and implement these grants as well as explore other grants and brownfields initiatives as funds become available.

The number and location of brownfield sites within the above state boundaries is presently undetermined, as well as the economic impact of these sites in depressing property values and hindering redevelopment of high priority areas. One outcome of the U.S. EPA assessment grants, if secured, will be to develop an inventory and other information related to these sites to allow for more effective planning by the cities and Malheur County in furthering their assessment, cleanup (if necessary), and redevelopment.



1.3 Type of Contract and Contract Term

The City prefers to award a contract to one full-service firm to serve as a partner in successfully obtaining initial U.S. EPA brownfield grant funding and then achieving the goals within the subsequent U.S. EPA Cooperative Agreement (CA) and Work Plan. The contract period will begin after City Council contract approval on November 16, 2015 and continue through the subsequent implementation period for any successful grants. The contract period may be extended at the option of the City if additional grant funds are obtained.

1.4 Payment Procedures

Payments for grant preparation services will be on a lump sum basis, as outlined below in the cost section. Payments for implementation of any successful grants will be made no more than monthly, for work specified and completed and in accordance with the budget developed and approved by the City and the EPA.

2. TECHNICAL SPECIFICATIONS

2.1 Activities Required Under this Request for Qualifications

This RFQ is to solicit for a qualified consultant who is expected to provide a wide range of potential grant, assessment, and planning services to the City. The scope of work to be performed by the successful consultant at a minimum is expected to include:

- Assisting the City with the preparation of applications for U.S. EPA Community-Wide Assessment Grants for Petroleum (\$300,000) and Hazardous Substances (\$300,000) for FY 2015.
- Provide assistance with revision and resubmittal of application(s) as part of the FY2015/2016+1 competition, if the one or more of the initial applications is unsuccessful.
- Provide assistance with development of U.S. EPA-required project work plan(s) for applications that are successful.
- Prepare and maintain schedules and budgets for assessment or cleanup activities.
- Conduct and oversee site assessment studies and prepare appropriate technical reports required by the U.S. EPA and Oregon DEQ in print and electronic format.
- Field investigations including sample collection and lab analysis.
- Interviews with neighboring property owners.
- Evaluation of cleanup options and risk assessment analysis and costs.
- Preparation of a written Quality Assurance Project Plan (QAPP) in compliance with U.S. EPA regulations.
- Delivery to the City completed Phase I and Phase II ESA reports, site investigation reports, response action plans and other environmental reports or plans required under the applicable Oregon environmental regulations.



- Project management, implementation, and/or technical oversight.
- Professional advice regarding environmental issues associated with land reuse/redevelopment.
- Provide regulatory and financial information as needed.
- Attend meetings of the City and advisory committees as requested.

2.2 Payment Procedures

The total budget for each U.S. EPA brownfield assessment grant for assessment coalitions is \$600,000.00. The City and the successful consultant will develop budgets for assessment and planning activities at individual sites as the project progresses as specific sites are identified for assessment. The budget for any future related grants executed under this contract will be negotiated with the consultant if and when such funding becomes available. It will be the City's option whether or not to utilize this contract for future brownfield grants beyond the initial U.S. EPA assessment grant application and implementation projects.

2.3 Project Management

The successful consultant, under the direction from the City, will:

1. Work with the City in writing the text for the grant application.
2. Compile any associated demographic data to bolster the grant application.
3. Assist the City with solicitation of letters of support from stake holders.
4. Review existing comprehensive plans as they relate to redevelopment within the correct zoning for specific site reuse.
5. Facilitate community outreach activities as needed to enhance the grant application.
6. Coordinate any necessary activities with U.S. EPA Regional staff for U.S. EPA grant(s).

3. Proposals

3.1 Requirements

Proposals should be prepared on standard size paper and limited to ten single sided (10) pages, exclusive of a maximum of five (5) resumes, limited to 2 pages each. Standard advertising brochures should not be included in the proposal. The proposal shall include the following information in the order presented below:

Business Organization. This section shall include the firm's name, areas of expertise, a brief history of the firm, size, office locations, and business addresses. The name, address, and telephone number of a contact person and/or prospective project manager regarding the proposal shall be included.

Management Outline and Project Approach. A description of the project and how the consulting firm will work with the County in preparing successful U.S. EPA brownfields assessment grant application(s) and subsequent implementation of said brownfields grants. This section shall include the applicant's approach to grant preparation, community outreach activities, planning, organization, and management. Each consulting firm shall provide a list of proposed key personnel.



Experience and Capabilities. The relevant management and technical experience and capabilities of the consulting firm shall be defined with respect to the following activities related to implementation of any successful grants:

A. Project Experience of Key Personnel:

- Experience preparing successful U.S. EPA brownfield grant applications.
- Conducting Phase I and Phase II ESAs.
- Conducting environmental investigations and cleanups.
- Project experience in implementing U.S. EPA grant funded projects performed on behalf of local units of government.
- Development/redevelopment experience and market feasibility research.
- Redevelopment planning and community involvement activities related to brownfields properties.
- Performance of environmental inventories utilizing GIS in conjunction with U.S. EPA brownfields grants.
- Other areas of expertise relevant to the project (optional).

B. Regulatory and Scientific/Technical Knowledge:

- Knowledge and expertise pertaining to federal and state environmental grant programs and track record preparing successful grant applications.
- Knowledge and expertise pertaining to federal and state environmental statutes or associated regulations.
- Knowledge and expertise pertaining to EPA environmental and other Federal, laws, and regulations.
- Individual staff knowledge and technical experience relative to ESAs, brownfield projects, and contaminated site remediation.

C. Cost

Provide a lump sum cost to prepare a single U.S. EPA Community-Wide Assessment Grant in the amount of \$600,000; \$300,000 for Hazardous Substance Brownfields and \$300,000 for Petroleum Brownfields. This should include and itemize grant preparation fees and any applicable success fees for the grant application. In the event the grant application is not successful, the consultant shall provide a lump sum cost to participate in a debriefing with U.S. EPA and prepare a resubmittal of any unsuccessful grant applications for FY 2015/2016+1. The consultant shall also provide a current fee schedule including staff that would likely be involved in the grant implementation, the prices on which shall be fixed for a period of not less than 24 months.



All representative project descriptions provided shall include the location of the project, the name and phone number of a knowledgeable contact person, and other pertinent information. The City may contact said persons to check on past performance records.

The selected consultant will be required to assume responsibility for all services offered in the proposal, including any services provided by subcontractors. Further, the City will consider the consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The consultant is responsible for adherence by the subcontractors to all provisions of the contract.

3.2 General Process

The City will review and evaluate the proposals with the following criteria in mind: successful track record in obtaining grant funding; expertise related to relevant project components; firm and staff experience related to brownfields assessment, cleanup, and redevelopment planning; project approach; ability to facilitate public outreach activities; demonstrated ability to provide comprehensive and innovative environmental services; and cost. The City reserves the right to accept or reject proposals on any basis it deems appropriate.

3.3 Terms and Conditions

The process of selecting organizations to provide consultation services for the City's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in CFR §31.36 for the implementation portion of this proposal and subsequent successful grant applications.

The City reserves the right to accept or reject all proposals or portions thereof without stated cause. The City reserves the right to re-issue any RFQ or cancel the RFQ if none of the proposals are deemed satisfactory to the City.

Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist; the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFQ.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFQ shall be in writing or email, and a response shall be provided within two business days.

The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.



3.4 Public Information

Information supplied by the Proposer to the City of Ontario is subject to the Oregon Public Records Law. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFQ, the vendor shall take reasonable steps to identify for the City what data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute.

3.5 Proposal Time Schedule

The timeline for completion of this request for proposals is outlined below.

October 8, 2015	Formal announcement date for RFQ
October 23, 2015	Deadline for submittal of proposals
November 2, 2015	Notification of award
November 16, 2015	Award of contract by City

3.6 Notification of Award

The City Ontario plans to select a consultant by approximately October 27, 2015 with City Council approval on November 2, 2015. Should either party fail to execute a contract within 30 days of notification of award, the City reserves the right to rescind the award and select services from another interested firm.

3.7 Number of Proposals to Submit; Deadline, Mail, and Hand Delivery Addresses

One (1) original and five (5) copies of the proposal must be submitted by **5:00 p.m. PST on October 23, 2015.**

The mailing and hand delivery address is:
City of Ontario Economic Development
Dan Cummings, Director
444 SW 4th Street
Ontario, Oregon 97914

3.8 Late Proposals

Proposals received after the deadline will not be considered.

4. VENDOR REQUIREMENTS

4.1 Contracting With Disadvantaged Business Enterprises

It is U.S. EPA policy to award a fair share of contracts to disadvantaged business firms. Accordingly, affirmative steps must be taken to ensure that disadvantaged businesses are utilized when possible as sources of supplies, equipment, and services. The City will ensure, to the fullest extent possible, that at



least the U.S. EPA "fair share" objectives for prime contracts and subcontracts are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities. The consultant shall agree to support the U.S. EPA's disadvantaged business enterprise contract procurement program ensuring those businesses' participation in subcontracts.

Affirmative steps include the following as a minimum:

1. Including qualified disadvantaged businesses on solicitation lists;
3. Ensuring that disadvantaged businesses are solicited whenever they are potential sources; When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit disadvantaged business participation;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by disadvantaged businesses;
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration as required;
6. Consultants are encouraged to procure goods and services from disadvantaged businesses.

4.2 Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the City, the Proposer shall furnish a written affirmative action plan.

4.3 Indemnity

The selected contractor shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the consultant or any of its agents, employees or representatives. The indemnity applies to either active or passive acts or other conduct.

4.4 Employment Status

Contractor shall perform the work required by this contract as an independent contractor. Although the Owners reserve the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Ontario and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.



Contractor shall be responsible for any federal and/or state taxes applicable to any compensation or payments paid to Contractor under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations.

4.5 Required Insurance

The City of Ontario insurance requirements are as follows:

<u>Commercial General Liability</u> Per occurrence/	\$1,000,000
Aggregate Limit	\$2,000,000
<u>Professional Errors and Omissions liability</u> Per occurrence	\$2,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$500,000
<u>Automobile Liability</u> Per occurrence	\$1,000,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$1,000,000

Umbrella/Excess Coverage shall extend over Commercial General Liability, Auto Liability and Employers Liability limits.

AGENDA REPORT

October 5, 2015

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: ORDINANCE NO. 2708-2015, AN ORDINANCE REPEALING SECTION 3-22-12 OF CHAPTER 22 OF CHAPTER 3 OF THE ONTARIO CITY CODE TO REMOVE REDUNDANT LOCATION RESTRICTIONS ON MEDICAL MARIJUANA DISPENSARIES, AND DECLARING AN EMERGENCY-FIRST READING AND POSSIBLE SECOND READING

DATE: September 28, 2015

SUMMARY:

Attached is the following document:

- Ordinance No. 2708-2015

BACKGROUND:

In April and May, 2015, the Ontario City Council enacted Ordinances 2700-2015 and 2701-2015 regulating medical marijuana dispensaries within the jurisdictional limits of the City. Ordinance No. 2700-2015 imposed a business license requirement on medical marijuana dispensaries, and Ordinance 2701-2015 imposed zoning and land use restrictions on them. Section 3-22-12 of Ordinance 2700-2015 imposed the same location restrictions as were subsequently imposed by Ordinance 2701-2015.

In July, 2015, the Ontario City Council enacted Ordinance 2704-2015, which permanently bans medical marijuana dispensaries. That ban takes precedence over the restrictions imposed by Ordinances 2700-2015 and 2701-2015. The restrictions imposed by Ordinance 2700-2015 and 2701-2015 will not be enforced unless the permanent ban on such dispensaries is lifted, or unless a dispensary is able to legally establish that it is not subject to the ban.

Section 3-22-12 of Ordinance 2700-2015 is currently subject to a Land Use Board of Appeals (LUBA) appeal brought by Scott Mathews, who is challenging the procedure followed by the City for enacting the location restrictions imposed by Section 3-22-12. The City attorney believes that the LUBA appeal can be resolved by repealing Section 3-22-12. Because the location restrictions in Section 3-22-12 are identical to the location restrictions imposed by Ordinance 2701-2015, the same location restrictions will remain in effect through Ordinance 2701-2015, which ordinance is not subject to a LUBA appeal. (Scott Mathews originally appealed both ordinances, but dismissed the appeal against Ordinance 2701-2015 at the end of August, 2015.)

Therefore, repealing Section 3-22-12 is a housekeeping matter which will remove redundant language from Ordinance 2700-2015 without changing the location restrictions imposed by Ordinance 2701-2015.

The City attorney requests that the ordinance be approved by the Council at the work session on October 1, 2015, on an emergency basis. The City's response brief in the LUBA case is due on October 2, 2015. Approval of this ordinance on October 1, 2015, may allow the City to file for an immediate dismissal of the LUBA appeal rather than further litigating the case in front of LUBA.

RECOMMENDATION:

Staff recommends that the City Council approve the first reading of Ordinance No. 2708-2015.

PROPOSED MOTIONS:

I move the City Council approve Ordinance No. 2708-2015, AN ORDINANCE REPEALING SECTION 3-22-12 OF CHAPTER 22 OF CHAPTER 3 OF THE ONTARIO CITY CODE TO REMOVE REDUNDANT LOCATION RESTRICTIONS ON MEDICAL MARIJUANA DISPENSARIES, AND DECLARING AN EMERGENCY, on first reading by title only.

If the proposed motion passes unanimously, the Council may vote to waive a second reading of the ordinance, by the following motion:

I move the City Council waive a second reading of Ordinance No. 2708-2015, AN ORDINANCE REPEALING SECTION 3-22-12 OF CHAPTER 22 OF CHAPTER 3 OF THE ONTARIO CITY CODE TO REMOVE REDUNDANT LOCATION RESTRICTIONS ON MEDICAL MARIJUANA DISPENSARIES, AND DECLARING AN EMERGENCY, in which case said ordinance become effective immediately.

ORDINANCE NO. 2708-2015

**AN ORDINANCE REPEALING SECTION 3-22-12 OF CHAPTER 22
OF CHAPTER 3 OF THE ONTARIO CITY CODE TO REMOVE
REDUNDANT LOCATION RESTRICTIONS ON MEDICAL MARIJUANA DISPENSARIES, AND
DECLARING AN EMERGENCY**

WHEREAS, On April 21, 2015, the Ontario City Council enacted Ordinance No. 2700-2015, which requires medical marijuana dispensaries (referred to as medical marijuana facilities in the ordinance) to have business licenses; and

WHEREAS, Section 3-22-12 of Ordinance No. 2700-2015 imposes location restrictions on medical marijuana dispensaries as part of the requirements for obtaining a business license; and

WHEREAS, Section 3-22-12 is subject to a land use appeal through the Oregon Land Use Board of Appeals (LUBA), which can be addressed by deleting Section 3-22-12 from the City Code; and

WHEREAS, On May 18, 2015, the Ontario City Council enacted Ordinance No. 2701-2015, effective June 18, 2015, which imposes the same location restrictions through the Ontario Zoning Title, thereby making Section 3-22-12 redundant; and

WHEREAS, The Ontario City Council subsequently enacted a permanent ban on medical marijuana dispensaries in Ordinance No. 2704-2015, which takes precedence over both the business license requirements of Ordinance No. 2700-2015 and the land use restrictions of Ordinance No. 2701-2015; and

WHEREAS, Section 3-22-12 should be removed from the City Code as a housekeeping matter; and

WHEREAS, An emergency is declared for enacting this ordinance, based upon the need to resolve the LUBA appeal as soon as possible; and

NOW THEREFORE, The Common Council For The City Of Ontario ordains As follows:

Section 1. Section 3-22-12 of Chapter 22 of Title 3 of the Ontario City Code is hereby repealed, and City of Ontario shall not attempt to enforce the provisions of Section 3-22-12 at any time prior to the date of repeal.

Section 2. An emergency having been declared, this ordinance shall take effect immediately upon passage.

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:

Ron Verini, Mayor

Tori Barnett, MMC, City Recorder

Discussion/Information /Hand-Out Items

City Council Meeting
October 5, 2015



FOR IMMEDIATE RELEASE:
September 28, 2015

CONTACT:
Kevin Toon
(503) 421-1627

Ontario Receives 2015 Award for Excellence

BEND, Ore. – During its 90th Annual Conference this weekend at the Riverhouse Convention Center, the League of Oregon Cities (LOC) presented its 2015 Award for Excellence to the city of Ontario for model service improvements to its public works operations. The Award for Excellence recognizes progressive and innovative city operations and services.

Ontario has a successful and innovative public-private partnership with engineering firm CH2M for the delivery of public works services to its 11,000 residents. Under this partnership, the firm has hired 90 percent of Ontario's public works staff and brings expertise to the delivery of city services. The five-year, \$4.78 million contract reduces human resources and retirement costs for the city as the firm is responsible for employee training, safety, growth and general management. Utilizing a team of experts and experienced staff, the city can save money through service and operational efficiencies.

About the League of Oregon Cities

Founded in 1925, the League of Oregon Cities is a voluntary association representing all 242 of Oregon's incorporated cities. The League helps city governments serve their citizens by providing legislative services, policy setting, intergovernmental relations, conferences and training, technical assistance and publications.

###

The League of Oregon Cities
is pleased to present this

Award for Excellence

to the

City of Ontario

In recognition of

Innovative Public Private Partnership



Mayor Peter Truax, Forest Grove
President, LOC Board of Directors



September 26, 2015



Michael J. McCauley
LOC Executive Director



2015 City Awards



Award for Excellence

How to Submit an Entry

- 1) Complete the entry form found on the next page, including a brief summary of the project or program.
- 2) Write a detailed description of the project or program, not exceeding three single-spaced pages.
- 3) You're encouraged to include visual imagery such as photographs, charts, newspaper or magazine articles, PowerPoint presentations, web sites, DVDs or CDs, sample promotional items, etc. that communicate the scope and breadth of the project or program. Please submit these items on a flash drive, CD or via email. Submissions may be shown during the awards presentation.
- 4) Submit the materials above (including the completed entry form) via email or regular mail.

League of Oregon Cities
Attn: Ginger Harville, Training & Conference Planner
gharville@orcities.org
1201 Court St. NE, #200, Salem, OR 97301

Deadline:

All entries must be received in the League office by 5:00 p.m. on **Friday, July 17, 2015.**

Winners are not notified prior to the award presentation.

Questions?

Contact Ginger Harville at 1-800-452-0338 or gharville@orcities.org.



2015 City Awards



Award for Excellence

Entry Form

Municipality _____

Population _____

Title of Project/Program: _____

Brief Summary of Project/Program: (250 words or less)
(If more space is needed, please attach a separate sheet)

Name/Title of Primary Contact Person (for questions) _____

Daytime Phone _____ Email _____

Name of Mayor _____

My city plans to highlight this project during the September LOC conference with a table-top display:

- No Yes (more information to come)

Print

Submit



2015 City Awards



Award for Excellence

Entry Form

Municipality City of Ontario

Population 11,000

Title of Project/Program: Ontario and CH2M: Partnering for Opportunity

Brief Summary of Project/Program: (250 words or less)
(If more space is needed, please attach a separate sheet)

Ontario partnered with CH2M to provide public works services in 2014. The partnership has four main goals: enhancing municipal services, access to experts, risk transfer and cost saving opportunities. During the first year of the partnership, CH2M has delivered improvements and made progress on all four goals. Service, already strong, has been improved with additional training.

When Ontario partnered with CH2M, the company made service a high priority through protecting institutional knowledge, improving service, adding value and putting safety first.

On a weekly basis, staff participates in roundtable calls for process review and other compliance issues to learn from other CH2M locations. CH2M experts also reviewed the water and wastewater treatment systems and made recommendations to increase efficiency and reduce non-compliance risk.

CH2M took on some of the risks involved in operating the water and wastewater system. Initially, CH2M brought in a team of experts to review compliance and permit issues for the systems. A detailed sample tracking tool was developed for the site specific operations. This ensures that all samples and tests are taken as required by the Oregon Department of Environment Quality and Environmental Protection Agency.

Finally, by using experts' recommendations and institutional knowledge, CH2M is saving the city money through improved service and operations including a computerized maintenance management system that can be used for capital planning. CH2M also made improvements to the street repair and painting program, saving the city nearly \$100,000 in the first year alone.

Name/Title of Primary Contact Person (for questions) _____

Daytime Phone _____ Email _____

Name of Mayor Ronald Verini

My city plans to highlight this project during the September LOC conference with a table-top display:
 No Yes (more information to come)

Print

Submit

League of Oregon Cities Award for Excellence Municipality: Ontario

Ontario and CH2M: Partnering for Opportunity

The partnership between the City of Ontario and CH2M officially started July 1, 2014, but long before that City officials and CH2M representatives discussed the issues the City was facing and how a partnership could help solve them. The public-private partnership between the City and CH2M combines innovative ideas and levels of cooperation that greatly benefit the City and its 11,000 residents.

Improving Ontario's Quality of Life

CH2M is improving Ontario's quality of life by providing full public works services: water, wastewater, streets, collections, distribution, cemeteries, facilities, weed abatement, engineering and development services during the five-year contract. While CH2M operates and manages public works services and facilities, the equipment and systems remain the property of Ontario. The project currently has 26 full-time employees and 6-8 seasonal summer employees.

Ontario partnered with CH2M for four main reasons:

- Enhancing municipal services
- Access to experts
- Risk transfer
- Cost savings opportunities

During the first year of the partnership, CH2M has delivered improvements and made progress on all four goals.

Enhancing municipal services

Service to the community was a high priority for Ontario's city council. Officials wanted to guarantee that CH2M would provide better service than what the community currently experienced. From keeping the water and wastewater systems in compliance to weed abatement and from street repairs to snow removal, CH2M needed to deliver quality services to a discerning public.

- **Protecting knowledge.** One of a city's most valuable resources is its institutional knowledge, and to take advantage of Ontario's, CH2M retained 90 percent of the City's public works staff. Maintaining the workers and their knowledge was only the first step. To improve service, CH2M implemented a comprehensive review of facilities, equipment and routes to find efficiencies that could be implemented.
- **Improved service.** CH2M uses experience and lessons learned from other cities in Oregon and beyond to add value. CH2M applied experts' recommendations from outside of Ontario to change chip seal, crack fill and street striping programs to reduce the inconvenience to residents and save thousands of dollars. Changes included the time of year work was done, use of new materials and reduced frequency.
- **Revitalization.** In working toward continued community improvement, staff assisted the Oregon Department of Fish and Wildlife with a project to remove invasive fish species at the City's largest and most popular park. Once complete, Fish and Wildlife staff restocked the pond with bluegill, bass and rainbow trout for the enjoyment of citizens and fishing enthusiasts.
- **Added value.** Two programs the Public Works Department previously offered as free public services were continued. Senior and special need residents can request snow removal for their driveways. This seemingly small service makes a large difference for affected residents. CH2M also supports the City's efforts to offer a fall roadside leaf pick-up program for residents. It only takes the crew one week to complete, and the result is the beautification of the entire City for its residents and thousands of visitors.
- **Safety first.** The introduction of CH2M's Target Zero safety program and work culture was initial change and now part of on-going protocol at the City. The goal of the program is no health and safety incidents; all workers go home safely every day. Team leaders begin every meeting with a

safety moment and all employees take regular safety training, both general and specific to meet the requirements of their particular responsibilities.

Collaboration with others: access to experts

On a daily basis, Ontario's CH2M public works staff has access to thousands of water, wastewater, safety, risk management and operational experts as part of a company of 25,000 individuals. Typically, access to such specialists is cost-prohibitive to municipalities the size of Ontario.

Each week, CH2M Ontario public works staff participates in a process review call for both water and wastewater treatment systems with other company staff from projects across the Northwest. Any issues, concerns or questions related to process control are shared with the group for advice and potential solutions from others who may have had similar experiences. The call provides real-time process control input to prevent any issues that may result in non-compliance. Participants also share efficiencies they have discovered that other locations can benefit from and implement.

CH2M also performed a complete review of the water treatment system and identified multiple areas in need of improvement, including the chemical feed system and Supervisory Control and Data Acquisition (SCADA) system. Simple testing and minor modifications to these systems are first steps to improved plant safety and efficiency. Based on CH2M's findings and the results of a water treatment plant audit completed at the time of CH2M's arrival in Ontario, a prioritized project improvement list was developed. Currently, a \$1.6 million water optimization process is underway to address the deficiencies discovered. Over time, this optimization will result in significant savings in chemical, power and operational costs. Additionally, the effort will improve safety for plant staff and create a better quality drinking water.

A replicable plan: risk transfer

Day-to-day operations of water and wastewater systems are full of risk, with compliance issues lurking at every turn. When Ontario partnered with CH2M, the company took on some of those risks. At the beginning of the contract, CH2M brought in a team of experts to review compliance and permit issues for the systems. A detailed sample tracking tool was developed for the site specific operations, ensuring that all samples and tests are performed as required by the Oregon Department of Environment Quality and the Environmental Protection Agency. A system of checks and balances was developed to assure no permit violations related to missed samples would occur.

Another team of CH2M experts reviewed process parameters for the water and wastewater systems. Processes were reviewed and issues were addressed. Operational changes were implemented to make sure permit requirements were met while optimizing chemical, power and labor costs. These changes not only reduced the risk, but saved Ontario money. The team also repaired and optimized surface aerators at the Wastewater Treatment Plant. Initially, nearly 80 percent of the aerators at the plant were inoperable. In a short period, all aerators were brought online and are ready to be used when needed for system treatment.

Finally, CH2M performed a safety and security assessment of the water and wastewater facilities and developed a prioritized plan for security improvements. Top priority improvements, including installation of new fencing and securing well caps, has been completed with other improvements, such as adding, improving or modifying security cameras to be completed soon.

Creating efficiencies: cost savings opportunities

While Ontario could provide public works services directly to its citizens, the partnership saves the City money. The five-year, \$4.78 million contract reduces human resources and retirement costs and burdens for the City. CH2M also takes on the challenges of employee training, safety, growth and general management.

Through its team of experts and experienced staff, CH2M is able to bring efficiencies of service and operations that save the city money. Even small things, such as national vendor contracts to purchase chemicals at reduced costs, benefit the City.

One large project CH2M tackled will benefit the city immensely for years to come. CH2M implemented a computerized maintenance management system (CMMS). CMMS tracks all the public works assets the City owns – from lift station pumps to weed trimmers. Along with a state-of-the-art asset management program, CMMS tracks labor, inventory and equipment lifespan costs. This provides a schedule of budgetary information necessary for capital improvement project planning. With CMMS, the City can clearly see the lifecycle of assets and compare the benefits and costs of repair versus replacement, as well as plan ahead for necessary improvements, including system expansions.

Changes to the street repair program saved Ontario nearly \$100,000 in the first year of the contract and savings will continue to increase. Changing the time of year crews crackfilled the streets and changing the materials used for chipseal and fogseal efforts reduced public works costs by \$60,000 in the first year of the partnership. CH2M also reviewed the timing of the crackfill program and street striping and by making changes to the frequency have saved hundreds of hours of labor and more than 20 percent of annual costs.

Another long-term cost-saving is the creation of a critical spare parts inventory. By having parts in stock, staff can minimize downtime in the event of equipment failure as well as provide top-notch service to the community by keeping facilities operational. As part of long-range planning, CH2M also hopes to reduce the number and variety of pumps the water and wastewater systems use. Currently more than 20 different pumps are in use which requires extra parts and training for each different model. As part of the capital improvement plan, the company would like to reduce the equipment variety to decrease the number of extra parts needed and also reduce the time needed for upkeep and repair.

Based on a review of sanitary sewer segments requiring the most attention and maintenance, CH2M engaged one of the City's on-call engineers to design improvements to the worst sections. That project goes to bid in the summer of 2015. While there is a capital cost associated with the improvement, there will also be significant savings in labor and equipment that will benefit the City long term.

Partnering for opportunity

The first year of the public-private partnership between the City of Ontario and CH2M has been remarkably smooth, and representatives on both sides are pleased. Operational transparency, open frank communication based on a philosophy of "no surprises," a strong commitment to improvement, a healthy respect for all partners and true personal satisfaction in a job well done have been the pillars of the partnership.

"I'm absolutely thrilled with the depth of knowledge and the quality of individuals that [CH2M] has brought to the table. We are still in our honeymoon time, but I think it has helped us as a city to prepare for not only water and sewage, but quality of our streets. They are very conscious of doing the best quality work for the best reasonable amount of money," Mayor Ron Verini told the *Argus Observer*.

"We are pleased to be here, and we see ourselves as a partner to the city. We've done well and I can't emphasize enough the can-do attitude of the staff and how great this community is," CH2M Public Works Director Cliff Leeper said to the *Argus Observer*.

The first year of the public-private partnership between the City of Ontario and CH2M has been very successful and both parties look forward to the next four years and beyond.

Treatment plant manholes to get upgrade

Jessica Else The Argus Observer | Posted: Tuesday, June 2, 2015 11:00 am

ONTARIO — Six concrete manholes at Ontario's wastewater treatment plant are set to be replaced this summer, and public works officials say construction is set to start early this month.

The manholes have been corroded due to the presence of hydrogen sulfide gas in the city's wastewater system.

"All in all, this is a good deal," city engineer Betsy Roberts said. "We can get something critical done in a difficult place to work."

Roberts said the project was opened to bidders March 12. The department received one bid with a \$138,000 price tag for the project.

Because of such a high bid, the department began discussions regarding "value engineering alternatives," Roberts said. That means looking for ways to save money without compromising the integrity of the project.

According to Roberts, the manholes were evaluated April 23, and five of the six bases can be reused.

"It's a savings of \$17,000 for the city, a total lump sum of around \$120,000," she said.

Now the necessary parts are being purchased and the department is getting ready for construction.



Treatment plant manholes to get upgrade

Ontario's public works department is busy with a few repairs at the wastewater treatment plant, like replacing old pipes, such as this metal pipe, and corroded manholes.

Public works contract bumped up 2.9 percent

Jessica Else The Argus Observer | Posted: Sunday, May 31, 2015 12:00 am

ONTARIO — Ontario can expect a 2.9 percent increase in the base fee CH2M Hill charges to manage the city's public works system when its contract renews at the beginning of the month.

"In our contract, there is a base fee formula," public works director Cliff Leeper said. "That formula recommended a 3.26 percent increase, and we came back [to the city] with a 2.9 percent increase."

Leeper explained the increase in cost is due to the rise in cost of equipment and materials. He said CH2M Hill tried to keep the city's budget in mind when it created its own.

"We tried to hold our budget numbers as low as we could," Leeper said.

CH2M Hill and the city of Ontario signed a contract June 3, 2014, transferring public works into the company's hands for a base fee of \$4.799 million. The new contract will add \$139,171, bringing the grand total base fee to just over \$4.9 million.

Along with the increase in base fee price, the upcoming contract will have a few more changes.

According to public works officials, the recreation department was included under CH2M Hill's management in the original contract, but the city has since taken the department back under its own wing. The changes in the contract regarding the city's recreation department will mainly be to bring the document up to speed with what's already going on within the city.

CH2M Hill will also be lending a hand to the Ontario Police Department with weed abatement, and Leeper said there is a possibility his department will be helping with maintenance at the airport as well.

The costs of the new activities have already been included in Ontario's 2015-16 city budget, which is set to be approved by the City Council June 15.

Water treatment plant gets fencing upgrade

Jessica Else The Argus Observer | Posted: Thursday, May 21, 2015 11:02 am

ONTARIO — Public works officials have awarded a \$66,543 fencing project at the water treatment plant to Butte Fence Inc., after having the project out to bid since April 17.

The company was one of two bids that CH2M Hill received on the project, which became a priority after CH2M Hill completed a security assessment of the department's facilities and found the fence lacking.

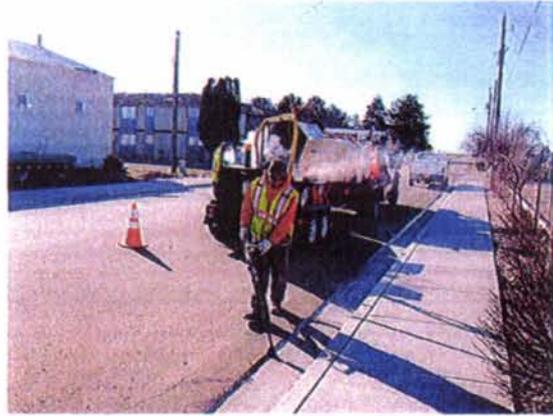
Both bids came in higher than the engineer's estimate of \$65,500, but Butte Fencing Inc. was the lowest bid by about \$1,200.

The fencing project is the first in a list of upgrades the public works department has planned to increase the safety and security of the city's sewer and water systems. Other vulnerabilities on the list are things that are associated with the wastewater and water treatment plants, as well as water storage facilities and pump stations.

Public Works crew fills in cracks

Photo courtesy of Casey Mordhorst, CH2M Hill | Posted: Sunday, April 19, 2015 12:00 am

Sean Edmunson, a public works employee, fills cracks in the pavement next to the sidewalk. The city of Ontario's Public Works Department has been busy filling cracks in streets city-wide.



Public Works crew fills in cracks

Ontario eliminates foundations, 'eyesore' at former gas station

Jessica Else The Argus Observer | Posted: Sunday, April 19, 2015 12:00 am

ONTARIO — The former site of Goodman Oil and the Exxon gas station is being turned into a parking area, for the time being, and Ontario public works officials have been working on removing foundations from the lot since Tuesday.

Most of the building was demolished in 2011 after Goodman Oil had a leaking fuel tank.

"Obviously the foundations were left, and so what we did was we dug up the foundations, and we're in the process of putting some gravel in and making it a parking lot next to the annex building," public works director Cliff Leeper said.

The lot, located at 248 S.W. Fourth Ave., went through a full process with the Oregon Department of Environmental Quality for fuel cleanup. Leeper said he and his crews have been working with DEQ throughout the project.

"We agreed if we found anything as far as oil, that we would contact them," Leeper said, "but we didn't go very deep, about a foot, 18 inches max, to get all the footings out."

Leeper said his department left some of the footings that were planted deeper than 18 inches in place.

"We just broke them off and covered them up," Leeper said.

The next step of the process is to compact the gravel a little more. Public Works crews will use a roller to go over the parking lot to accomplish that goal.

"It eliminated an eyesore that needed to go," Leeper said. "Whether the city can do something with that as far as some other usage, that has yet to be determined, but at last the eyesore portion is gone."

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Ontario eliminates foundations, 'eyesore' at former gas station

Aaron Huska, an employee with Ontario's Public Works Department, uses a backhoe to remove footings from the empty lot where Goodman Oil once had a gas station. The city, for now, is planning on turning the lot into additional parking space.

Street sweeping may increase

The Argus Observer | Posted: Friday, April 17, 2015 11:26 am

ONTARIO — City street sweepers may have a more rigorous schedule city officials consider increasing the frequency of sweeping Ontario's downtown area.

"The exact number of times we're going to be doing it is yet to be determined at this point," public works director Cliff Leeper said. "Currently we're sweeping downtown once a week, and we want to increase that to twice a week."

Leeper said both street sweepers are back online. One was out of commission after it was damaged in a hit-and-run accident last fall.

The public works department will continue to work out the details of adding another sweeping to its schedule, Leeper said.

Public Works Department eyes fleet repair options

Jessica Else The Argus Observer | Posted: Sunday, March 29, 2015 12:00 am

ONTARIO — The fleet the Public Works Department uses to keep things running smoothly in Ontario is in desperate need of repair, and some pieces of equipment need to be replaced altogether, according to public works officials.

“Eighty percent of our fleet is over 11 years old,” said Dave Van Wagoner, deputy public works director. “The average life cycle cost of a piece of construction equipment is anywhere between eight and 10 years.”

Van Wagoner said the life cycle of equipment has a lot to do with usage as well, but there are a few pieces of equipment that are nearing the end of their lives, as far as public works is concerned.

“We have two dump trucks that are set up for winter maintenance. They’re 30 years old, and it’s almost impossible to get parts for those,” Van Wagoner said.

“We’ve had the discussion before about these two old trucks, and truly the only way to repair them is to replace them.”

The department has been using what Van Wagoner calls “life cycle costing” as staff members consider how to repair or replace pieces of equipment such as dump trucks.

“What we’re proposing is to look at the whole life cycle cost of a piece of equipment when we’re purchasing it so we can keep those operational costs as low as possible,” Van Wagoner said. “At some point, we have to determine if the money that we’re putting into [a piece of equipment] is worth it.”

Van Wagoner said the repairs for the liquid de-icer truck, for example, will cost between \$13,000 and \$17,000.

“That’s just for the snow and ice equipment on the truck,” he said.

For that particular truck and setup, the cost for brand new equipment is going to be around \$160,000. Van Wagoner said he expects the city could make the new equipment last for 15 years.

“We’re not saying that needs to be done in all cases, and we’re not looking at only getting new



Public Works Department eyes fleet repair options

Public works vehicles, like these 1985 dump trucks, are difficult to repair because the parts are hard to find. The department is looking at the possibility of purchasing new trucks to replace their older vehicles.

equipment from here on out," Van Wagoner said. "That's the whole point of life cycle costing. You don't look at the initial purchase price, you look at the whole operation, and there's a lot of data out there to help us be able to do that."

Cliff Leeper, public works director, said the department's goal is to be frugal and to spend the repairs budget wisely so that it lasts through the fiscal year. He added, however, that he's worried about the current state of the fleet.

"We have trucks that are 1985 vintage," Leeper said. "We can't get parts for them."

Under its current contract with the city, some of the money paid to CH2M Hill on a yearly basis goes into a repairs budget. The Public Works Department would like to use that money for replacements within the fleet as well as repairs.

"Personally, I'm not against this, but I think you need to be more specific when you're talking about this truck," Councilor Larry Tuttle said. "Be more specific about how much of the repair budget will be used for a certain piece of machinery."

Leeper said he and his crew will be approaching the City Council on the subject over the next few Council meetings. They plan to have a detailed breakdown of repair and replacement costs in the near future.

City of Ontario and CH2M Hill have a prospering partnership

Jessica Else The Argus Observer | Posted: Sunday, March 29, 2015 12:00 am

ONTARIO — Nine months ago, the city of Ontario handed the reins of its Public Works Department over to CH2M Hill, a Colorado-based engineering company that specializes in consulting, design and operations for federal, state and local governments.

City officials, as well as Cliff Leeper, public works director with CH2M Hill, said the transition has gone as smoothly as can be expected.

“Any time you have a transition like this, you run into a few hiccups,” Leeper said. “For us it was primarily administrative, but overall it’s been fairly smooth.”

Those administrative growing pains were mainly related to human resources and making sure all of the staff members were brought up to speed on things like safety protocols, he said.

“When you are coming on board with a new company, there’s a whole laundry list of items that need to be taken care of,” Leeper said. “It’s like fitting a jigsaw puzzle together.”

Satisfied city

Councilor Norm Crume said one of the snags encountered involved street sweeping.

“They thought the streets needed to be swept a certain amount of times, and it turns out our streets get dustier than that,” Crume said. “We just needed to adjust and everything’s great.”

The company took over Ontario’s Public Works Department July 1. For the first month, CH2M Hill brought on experts from all over the country who helped bring employees up to speed with CH2M Hill’s expectations and to help CH2M Hill get to know the infrastructure of Ontario.

“We had a lot going on,” Leeper said.

All of the councilors who were on City Council when CH2M Hill was hired said they are pleased with the transition and the work the company is doing.



Prospering partnership

Jeremy Delehunt and James Beatty, both with Ontario’s Public Works Department, paint a crosswalk in Ontario. Since CH2M Hill took over management of the Public Works Department July 1, employees and City Council members say the partnership has been a good one.

Mayor Ron Verini, who was the only one on the Council who voted against CH2M Hill's management of public works, said he's happy with the company.

"I'm absolutely thrilled with the depth of knowledge and the quality of individuals that they have brought to the table," Verini said. "We are still in our honeymoon time, but I think it has helped us as a city to prepare for not only water and sewage but quality of our streets. They are very conscious of doing the best quality work for the best reasonable amount of money."

Paradigm shift

CH2M Hill brought on 26 staff members from the former public works staff. Three public works employees chose not to continue working for the department.

"We have systems in place so we don't miss anything, so they had to learn a few new things," Leeper said. "All the feedback I get [from staff] is positive."

One of the goals CH2M Hill had when it took over the department was to be proactive in its approach.

"We brought a sort of paradigm shift," said Dave Van Wagoner, deputy public works director. "We want to have an idea of what's going to be happening down the road and give our employees a sense of ownership in what they do."

They emphasize what they've dubbed "E Cubed" throughout their organization, which focuses on exceeding expectations, enhancing the community and environment, and empowering employees.

"Who knows better what to do than the one who's been doing it for so many years?" Leeper said.

Over the past nine months, CH2M Hill has also completed an inventory of all of the public works equipment, along with maintenance requirements and costs, and entered it into a computerized maintenance management system.

"That really helps with the budgeting process," Leeper said.

Aiming for partnership

Looking forward, Leeper and Van Wagoner both said they're aiming for a seamless partnership with the city and maintaining their behind-the-scenes presence.

"Our goal is to serve the public and be proactive and be out of the way," Van Wagoner said. "It's like the Disneyland motto of being invisible to those who are enjoying the park, but still keeping things running smoothly."

CH2M Hill has "a lot of stuff on tap" according to Leeper. The company plans to focus on the water treatment system in the near future as well as the street chip-seal project. The department is also compiling a list of necessary backup equipment the city will be needing.

“That’s so we’re not in disaster reactive mode if a pump goes out or something,” Leeper said.

They’ll also be focusing on maintenance and upgrades to the fleet.

CH2M Hill currently has a five-year contract with the city, which Ontario can terminate at any time. Leeper and Van Wagoner said they’re happy to be in Ontario and would like to continue their relationship with the city.

“We are pleased to be here, and we see ourselves as a partner to the city,” Leeper said.

“Are we where we need to be? No, but we’re moving in that direction. We’ve done well in the last nine months, and I can’t emphasize enough the can-do attitude of the staff and how great this community is.”

Van Wagoner said he’s also enjoyed moving to the area and emphasized community involvement in the Public Works Department.

“We want to hear from the community,” Van Wagoner said. “We value the input, and we can’t fix any problems if we don’t know they exist.”

Public Works wants to replace 'critical spares'

Jessica Else The Argus Observer | Posted: Thursday, March 26, 2015 11:00 am

ONTARIO — Ontario's Public Works Department is compiling a list of what it calls "critical spares," which are backup pieces of equipment staff members like to have on hand in case equipment breaks down within the city.

Public Works director Cliff Leeper said a good example of this are the pumps at the city's lift stations.

"We have a lift station, which pumps sewage from around this area to the wastewater facility," Leeper said. "If we have a pump that goes out, we don't have a backup redundant pump for that. We'd have a sewage spill, which causes all kinds of issues, and we don't want to go there."

He said his department is also concentrating on the control boards for the electronic equipment at the water treatment plant.

"We want to make sure we have those boards in stock here so we don't have to have an individual out at a lift station on a 24-hour cycle turning the pump on and turning the pump off [if the board were to break down]," Leeper said.

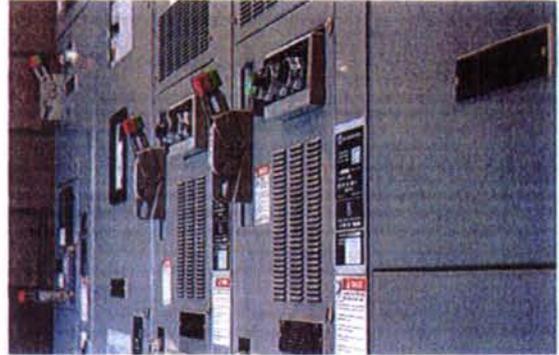
Deputy Public Works director Dave Van Wagoner said they are also looking at streamlining the department's vehicles.

"We want to make everything the same so if that truck breaks down, we can just put the deicing setup on another truck, and right now that's not the case at all," Van Wagoner said.

Both Van Wagoner and Leeper said it will be impossible to simplify all of the city's equipment. For example, there are different pumps at lift stations throughout the city that have different loads and require different features, but there are too many different kinds of pumps in operation right now.

"At this point in time we've got 20 different pumps with 20 different motors, and we've got to tighten that up," Leeper said. "We're going for a kind of one-size-fits-all scenario."

The department will be presenting a detailed list to the City Council over the next few meetings, with specific breakdowns of costs.



Public Works wants to replace 'critical spares'

Ontario's Public Works Department wants to get backup parts for equipment, like these control panels at the water treatment plant, throughout the city.

“Ultimately the way we want is to get as many pumps in our system that pump water to be the same pump,” Leeper said. “If we have one that goes out, we can replace it with one in our storage rather than having a specific pump for each and every application.”

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Park porta-potties will be open in next week

Jessica Else The Argus Observer | Posted: Friday, March 13, 2015 10:59 am

ONTARIO — The portable toilets in Ontario's parks will be open and available for use this coming week.

Cliff Leeper, public works director with CH2M Hill, said at Thursday's City Council work session that the toilets will be open in the next week. The portable toilets were installed last August in response to recurring vandalism of the parks' restrooms.

"There's mostly plastic parts, and it's easier to replace parts and clean off graffiti," Leeper said.

In the past, Ontario has had problems with vandals breaking sinks and urinals off the walls of the permanent restrooms, as well as breaking toilets and covering the small buildings with graffiti. Ontario Police Chief Mark Alexander said there were video cameras that monitored the restrooms, but they are no longer working. He was unsure if they were still in place.

"Is there such a thing as a vandal-proof lavatory?" Mayor Ron Verini asked.

Alexander said it would be possible to mount additional cameras in park restroom areas to monitor activity at both the permanent and portable restrooms. He cautioned, however, the cameras would have to be placed carefully.

"It's against the law to film someone going to the bathroom," Alexander said, "so we have to be careful about where we would put them."

Though the city will be using the portable toilets this season, officials are searching for other options.

"It'll be good to have them open again," Councilor Norm Crume said.

'Fish kill is back on' at Ontario park pond

Jessica Else The Argus Observer | Posted: Tuesday, February 17, 2015 11:07 am

ONTARIO — People should avoid Beck-Kiwanis Park in Ontario Wednesday, as the Public Works Department and Oregon Department of Fish and Wildlife administer a poison to kill fish in the park's pond.

"Fish kill is back on, and we're crossing our fingers that this time it sticks," CH2M Hill operations manager Dave Van Wagoner said at a City Council work session Thursday. "It's supposed to happen next Wednesday, and we're going to assist as needed to put up the fence and haul off the fish."

The original plan was to poison the pond Nov. 18. Mother Nature, however, wasn't on board, and a thick layer of ice prevented the Department of Fish and Wildlife from administering the poison. Now that the weather is warmer, the plan is once again in full swing.

The plan stems from an overabundance of carp in the pond. Dave Banks, biologist with the Oregon Department of Fish and Wildlife, said there used to be a large population of rainbow trout, as well as bluegill and bass. After the carp were introduced, however, the rest of the fish species disappeared.

"It destroys the wildlife balance of the pond, and the fish can't make it there," Banks said in October. "People don't really use the pond anymore."

Banks will be using a chemical called Rotenone to poison the pond. The poison "affects everything with gills," he said.

Rotenone leaves minimal residue on plants and doesn't affect animals that consume the poisoned fish, Banks added.

The chemical works on the cellular structure, blocking glucose from the mitochondria within the cells. Without sugar, the mitochondria — the powerhouse of the cell — stop producing energy, and the cell dies. Cell death leads to organ failure and the eventual death of the fish itself. The entire process can take up to four hours.

After the poison has been administered, Fish and Wildlife staff will wait 24 hours and then begin to test the concentration of Rotenone within the pond by dropping live rainbow trout from the fishery into the water and monitoring how long they stay alive.

If those fish live for 24 hours, the pond's concentration will be at or below the 4 parts per billion threshold needed to deem the water nontoxic.

Once it's safe, Banks said he plans to stock the pond with bluegill and bass, and will put rainbow trout in the water this coming fall.

Banks said anglers can expect to see large fish in the pond within a year or two.

Council OKs manhole replacement project

Jessica Else The Argus Observer | Posted: Tuesday, December 16, 2014 10:41 am

ONTARIO—The wastewater treatment plant got the go-ahead from Ontario City Council Monday night to begin an \$11,600 project to replace six concrete manholes along the dikes at the wastewater lagoon.

“The manholes have been corroded due to the hydrogen sulfite gas that we have within our system,” city engineer Betsy Roberts said. **“At this point we’d like to conduct a design immediately to get this project underway with a contractor as early as possible in the next several months.”**

Roberts said the project will be completed through a contractor because the depth of the sewer line is out of range for CH2M Hill’s staff workers’ certifications.

“We will go in and we will install new concrete manholes and then line them with polyurethane coating, which will provide corrosion protection, so these manholes should last much longer, at least 20 years,” Roberts said.

The final \$11,600 sum will pay for the design and construction, as well as inspections that will be required while construction is taking place.

Part-time planner fills Ontario position

Jessica Else The Argus Observer | Posted: Wednesday, December 10, 2014 11:03 am

ONTARIO—Ontario has contracted a part-time interim city planner through CH2M Hill. Planning officials say the move has been a long time coming.

“I’ve been so busy, they brought another guy in to help out,” said Dan Cummings, the previous city planner for Ontario.

Cummings, who is also working on a contract with CH2M Hill, said he would still be around to help with large projects. However, the new city planner, Pete Friedman, from Boise, will be “doing almost everything.”

“They hired him part time for about 20 hours a week to help fill in until the next budget cycle,” Cummings said.

Friedman has more than 25 years of experience in city planning, mainly concentrated in the Puget Sound area of Washington, in “various cities and rural counties.”

About four years ago, Friedman moved to Boise, where some of his family members reside.

“Our grandkids live in Boise, so my wife said, ‘Find a job in Boise,’” Friedman said. “I worked in Ada County for two years and moved over to Meridian.”

Before retirement two years ago, Friedman was the deputy planning director and then the interim planning director for the city of Meridian.

Friedman said although he will continue to live in Boise throughout his six-month contract as Ontario’s city planner, he has committed to spending two days a week in his Ontario office.

“I will spend the night in Ontario,” Friedman said. “As need be, I told Tori [Barnett, Ontario’s city recorder and interim manager], if you need me here on a certain day, I can be.”

Friedman said he is flexible with the schedule arrangement and will be in town when he is needed. He does, however, want to have some stability in his role as interim city planner.

“I do want to provide some certainty,” Friedman said. “I will be in the office Wednesdays and Thursdays. I want to keep it pretty regular.”

Friedman applauded the planning and zoning office for the work its employees have been doing. He said he is looking forward to filling the role of interim city planner until a more permanent candidate is found.

“Marcy [Siriwardene, planning and zoning technician] has done a great job keeping this program,

[and] Dan [Cummings] is available,” Friedman said. “He’s such a wealth of information.”

Couple donate Christmas tree

Jessica Else The Argus Observer | Posted: Friday, December 5, 2014 11:32 am

Workers with CH2M Hill navigate a 21 ½ foot Christmas tree into a manhole in front of the Ontario Train Depot Thursday. The tree was provided by Ontario residents David and Barbara Henderson. The couple were planning to cut down the tree anyway, and decided to donate it to the city. CH2M Hill workers cut down the tree, which was partially blocking an alley near the Hendersons' home, and took it to the train depot.



Couple donate Christmas tree

Workers with CH2M Hill put a tree up at the Ontario Train Depot on Thursday morning.

CH2M Hill offers fall cleanup

The Argus Observer | Posted: Wednesday, December 3, 2014 10:41 am

ONTARIO—Ontario residents will be receiving help with their yard debris this season through CH2M Hill's Fall Cleanup Program.

The program is set to begin Monday, Dec. 8, and run through Friday, Dec. 12. The private company, which took over operation of Ontario's public works department in July, will be picking up leaves, branches, garden plants and other unwanted yard scraps for residents during that week.

Those wishing to participate in the program are asked to bag, box or bundle their yard debris in order to prevent it from blowing into the street, and place it on the curb. Maintenance crews will follow regular garbage pickup routes of the Ontario Sanitary Service, beginning in the northwest end of Ontario and working their way through the city.

Those with questions can call Public Works operations staff at (541) 889-8572 from 8 a.m. to 5 p.m. Monday through Friday.

City still offers senior snow removal

The Argus Observer | Posted: Friday, November 14, 2014 9:51 am

ONTARIO—Snow season has arrived and with it the need for snow removal. Although Ontario's public works department is now under the management of CH2M Hill, the city will still help senior citizens and those with unique special needs with snow removal.

"They just have to call us up and let us know," Public Works Director Cliff Leeper said. "We'll go out there and put stakes by their driveway. As snow removal is in place, we'll go out there and clean the driveways out."

The stakes are pink on the tops for visibility.

Ontario residents interested in the service can call the public works department at (541) 889-8572.

Biologist: Kill carp, restore balance at pond

Jessica Else | The Argus Observer | Posted: Sunday, October 5, 2014 12:30 am

ONTARIO — The aquatic population — mostly carp — of the pond at Beck-Kiwanis Park was brought before the Ontario City Council in Thursday's work session.

"Before there were carp out there, there was a rainbow trout fishery that was maintained and stocked by our department," said Dave Banks, Oregon Department of Fish and Wildlife's District fish biologist. "In warm weather we put mostly bass and bluegill into the pond."

Banks explained the pond's harvest rate was somewhere between 10 and 20 fish per hour when it was full of trout and other fish. Now that carp have taken over the pond, however, the harvest rate has dropped to 0.1 fish per hour.

"After carp were introduced, our trout stocking went away. They just couldn't make it in there," Banks said.

"People don't really use the pond anymore. It destroys the wildlife balance of the pond, and the fish can't make it there."

Oregon Department of Fish and Wildlife has received funds to restore the community fishery and plans to remove the carp and restock the pond with more desirable fish species. The department estimates investing around \$20,000 into the project.

"There are several options for maintaining," Banks said. "We could do nothing, use mechanical removal, biological control, draining or chemical removal."

Mechanical removal is expensive, he said, and it is nearly impossible to eliminate all the fish at one time.

Biological control involves introducing a predatory fish into the pond that will feed on the unwanted carp. This plan, however, would not take care of all of the carp. Banks said anglers would keep any predatory fish that were caught, effectively removing the remedy.

"As far as draining, it doesn't look like there's anywhere to pump water to," Banks said. "You're not



Pond

Oregon Department of Fish and Wildlife fish biologist Dave Banks plans to use a chemical to kill carp in the pond at Beck-Kiwanis Park in Ontario. Carp have overrun other fish species in the pond.

going to get all of it. You're going to have to do a chemical treatment to get all of it out."

Banks recommended using the chemical Rotenone, a pesticide monitored by the EPA, in order to remove all the carp from the pond.

"It's effective, works on the biology; it's economical, we assume the cost; and it's a one-time shot with potential to restore our fishery and have rapid results," Banks explained.

Banks said Rotenone has few effects on mammals or other land animals. It will, however, cause irritation if it comes in contact with skin or eyes.

It leaves a minimal residue on plants, and has no effect on animals that consume the fish.

"It affects anything with gills," Banks said. "So fish, aquatic insects, those are going to die, but it doesn't affect mammals."

The chemical works on the cellular structure, blocking glucose from the mitochondria within the cells. Without sugar, the mitochondria — the powerhouse of the cell — stop producing energy, and the cell dies.

"When enough individual cells die in major organs, the fish dies," Banks explained. "That's how it works."

Banks will be conducting various tests in the Beck-Kiwanis pond to determine water quantity and the number of carp that are actually in the pond. Treatment is tentatively set for Nov. 18.

A public meeting will be scheduled before the treatment date to allow for comments on the topic. The date of the public meeting has yet to be set.

Local authorities have volunteered to help monitor the park during treatment, as well as employees from CH2M Hill and the newly formed Malheur County Citizens on Patrol.

Banks emphasized the necessity of a new approach at Thursday's work session.

"If you do what you've always done, you're going to get what you've always had," he said. "Let's provide that angling opportunity again for the community."

Chip seal project slated to begin on Monday

Submitted information | Posted: Thursday, August 21, 2014 11:40 am

ONTARIO — CH2M Hill, the company now operating Ontario's Public Works Department, will begin a chip seal project Monday, Aug. 25.

The area affected includes streets from Southwest 18th Avenue to Southwest Fourth Avenue, and from South Park Boulevard to just west of Alameda Drive.

During the chip sealing process, residents are asked to refrain from parking on the streets from 6 a.m. to 6 p.m. through Sept. 26. The streets need to be vacant during and following the chip seal process so the street sweeper can remove excess rock.

Cars on the streets during the prohibited hours may be towed at the owner's expense.

Homeowners are asked not to spray sprinklers on the streets during the chip seal project so help ensure a quality chip seal and fog coat.

For more information, call (541) 889-8572.

CH2M Hill proposes \$2.5 million capital improvement plan

Jessica Else The Argus Observer | Posted: Friday, August 15, 2014 11:03 am

ONTARIO — CH2M Hill and Ontario's Public Works Department presented a capital improvements program to the Ontario City Council during its work session Thursday.

The proposed \$2.5 million program is based on a 40-day study of the city's budget.

The study found there are necessary security upgrades for the water treatment plant. The presentation also highlighted hot spots, or recurring problems that require a permanent fix, for the treatment plant.

Street drainage was another focus of the presentation, as well as an underground irrigation system for the city parks and cemeteries.

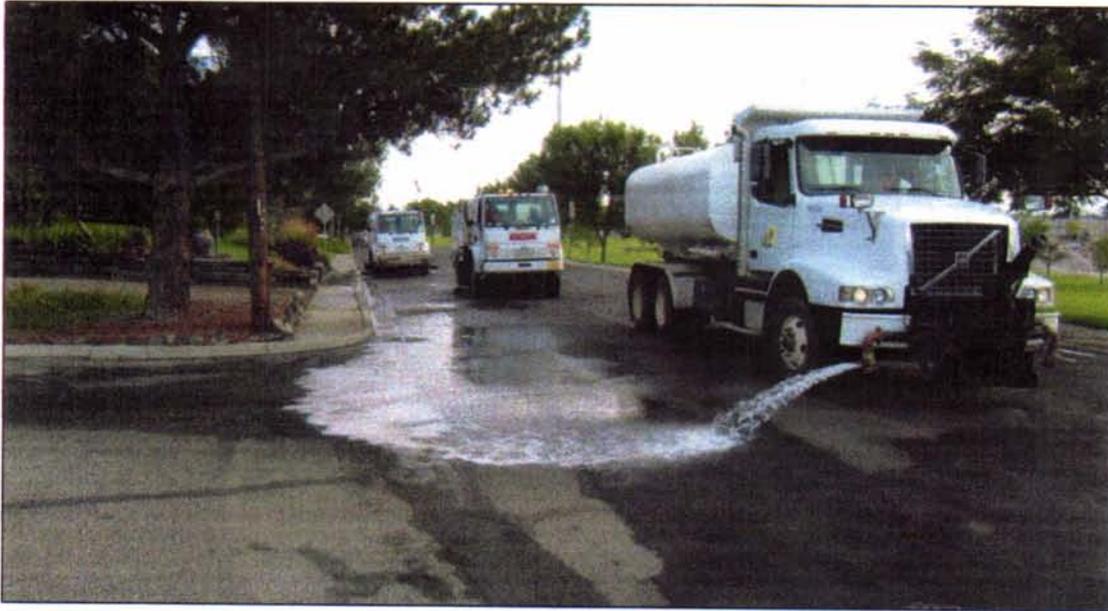
The total cost of the program was \$3.1 million, but with the low-priority items cast aside, the city is looking at a cost of \$2.5 million for the plan.

North Park Boulevard was a special project in the study, with renovations on the street totaling a proposed \$1.3 million.

The City Council decided to revisit the North Park Boulevard proposal at its Aug. 28 work session. The Council will take another look at the rest of the proposed improvement program at its Sept. 11 work session.

Ontario and CH2M: Partnering for Opportunity

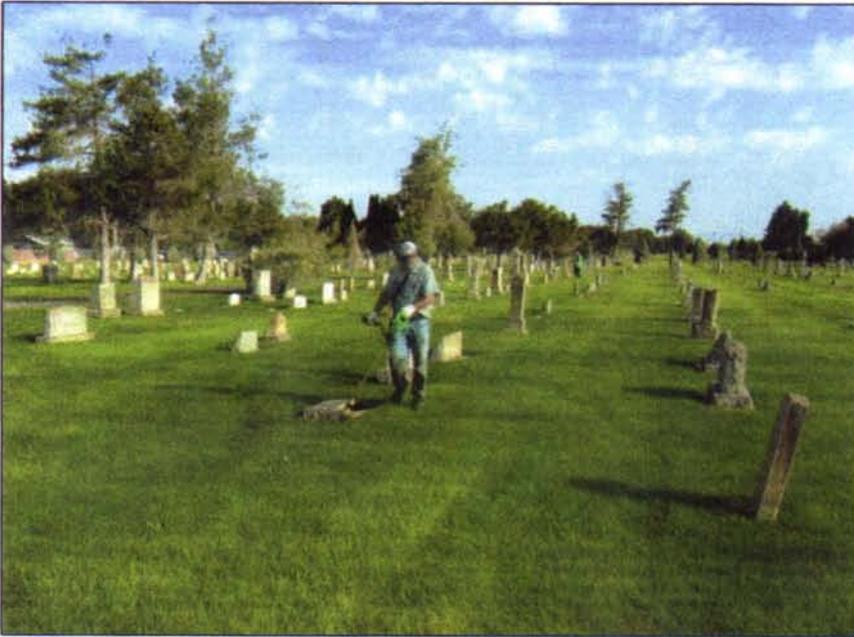
Supplemental Material: Photos



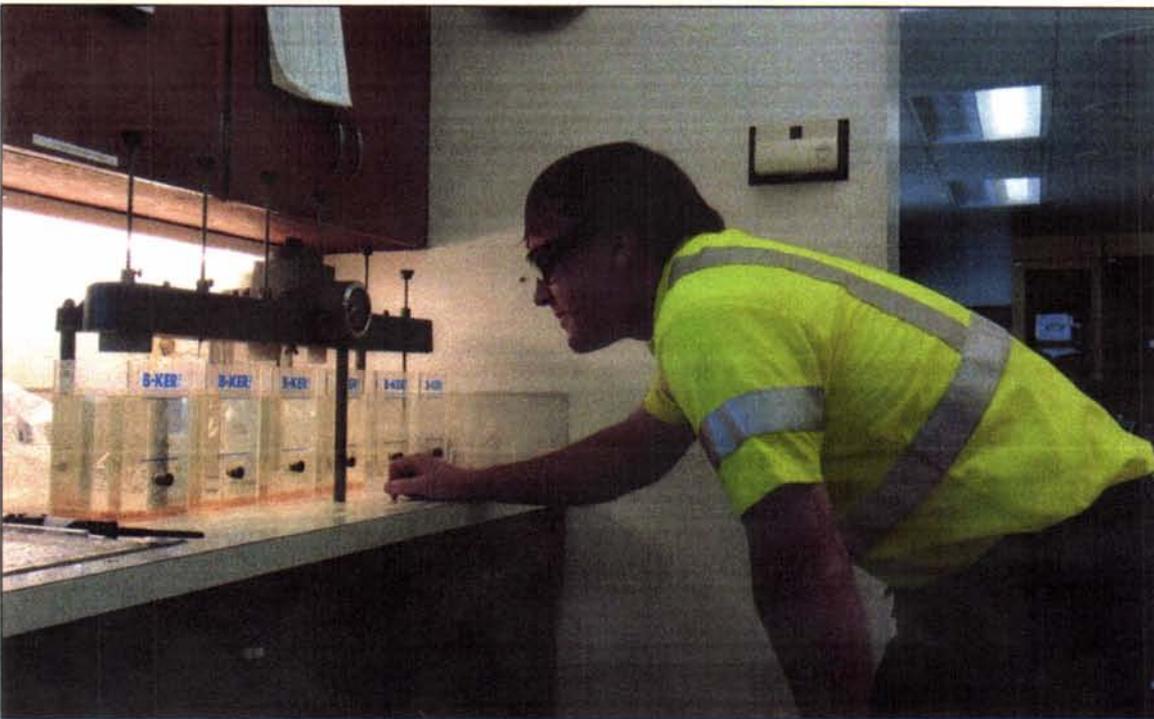
Ontario Street Crew preparing City streets for summer chip seal maintenance.



Jeremy Delehant, Street Crew, cleaning catch basins.



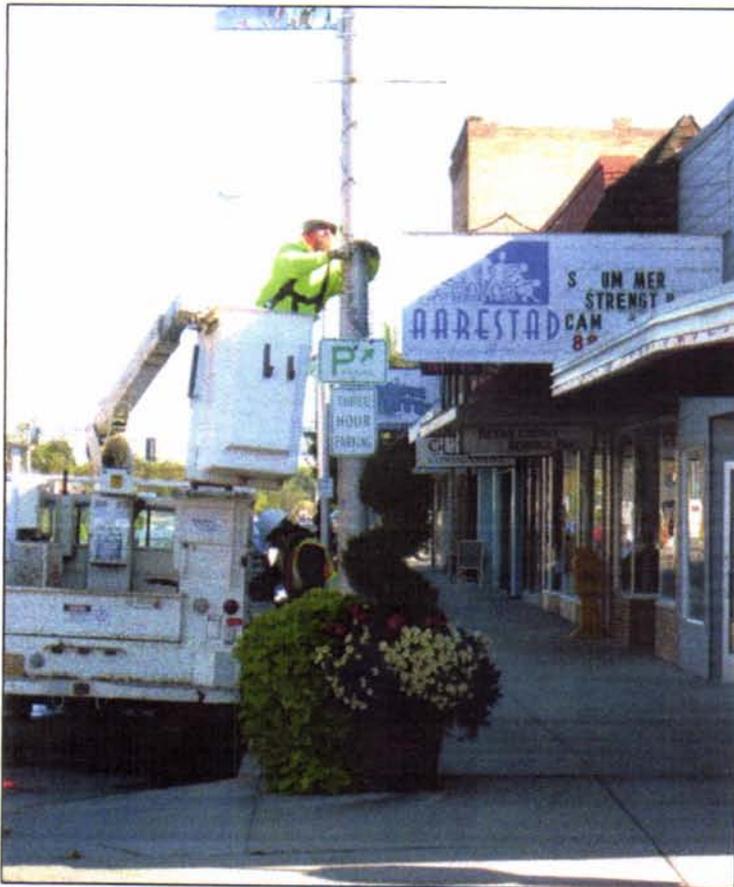
Jay Hysell, Parks Supervisor, trimming grass from around headstones at Evergreen Cemetery.



Andy King, Wastewater Treatment Plant, performing routine sampling and testing.



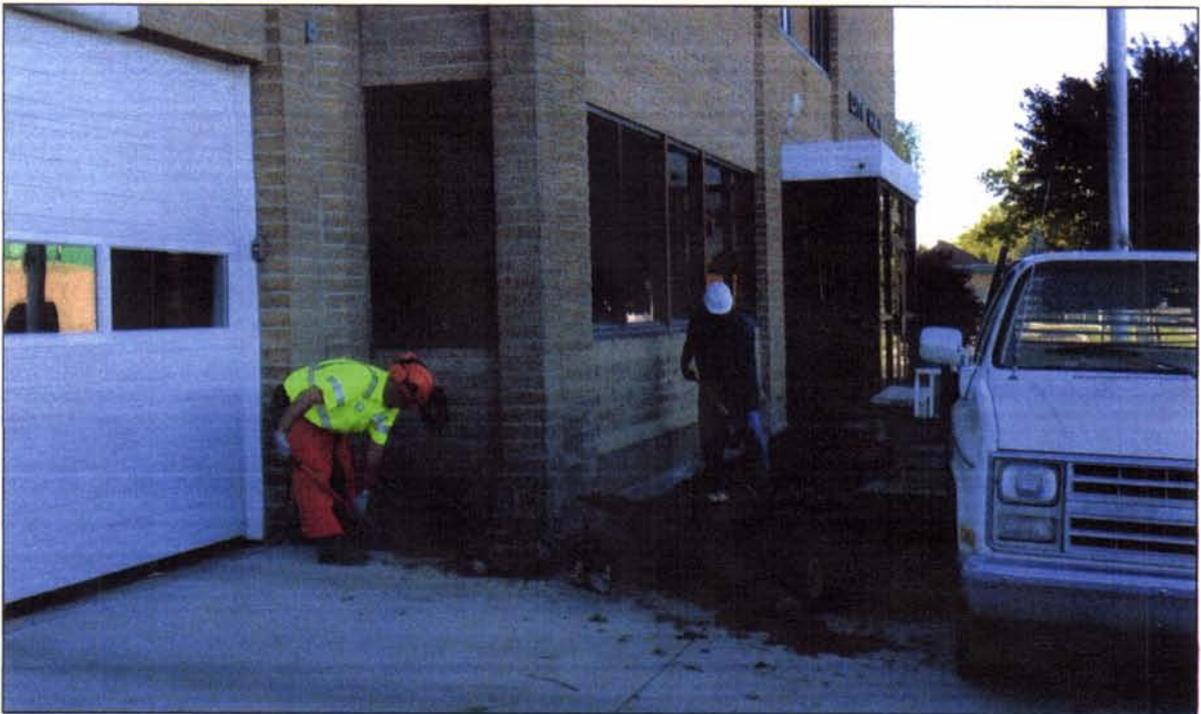
Temporary Street Crew employees uncovering water valves and sewer and storm manhole lids in the chipseal project area during the 3-week cleanup.



Sean Edmundson, Street Crew, strings purple lights on the light poles downtown for Project Dove. The purpose of Purple Light Nights® is to increase the awareness of domestic violence issues and its effect upon children and families and provide education on building healthy relationships.



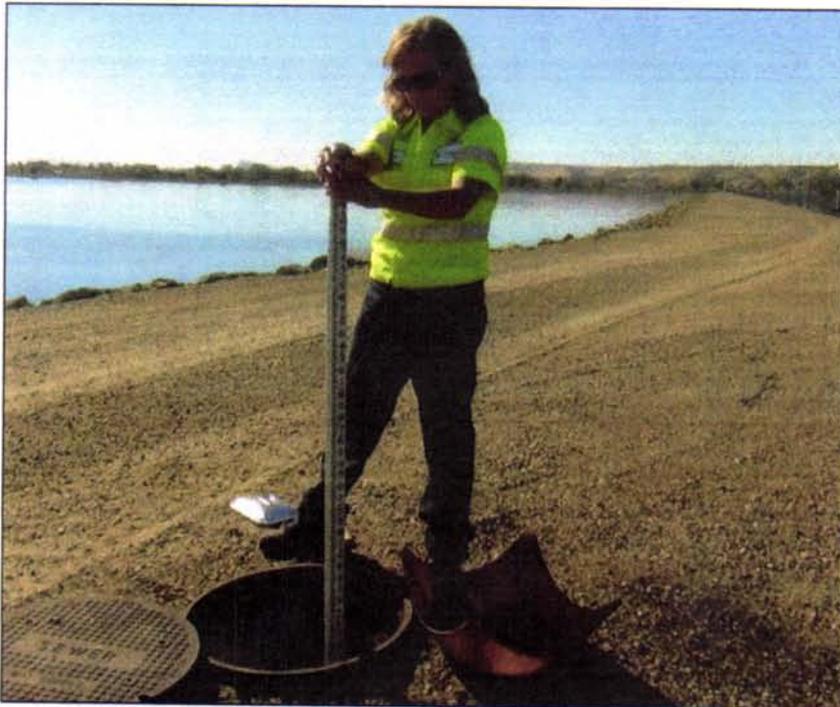
Andy King, Wastewater Treatment Plant, collecting Tier 2 samples at the Snake River.



Parks Supervisor Jay Hysell and the Parks and Cemetery Crew removing old shrubs in front of Ontario City Hall in preparation for placement of the new 9-11 Memorial.



Jeremy Delehant, Street Crew, repainting crosswalks.



Dawn Eden, Engineering Technician with CH2M, measuring the depth of a manhole slated for replacement at the Wastewater Treatment Plant lagoons.



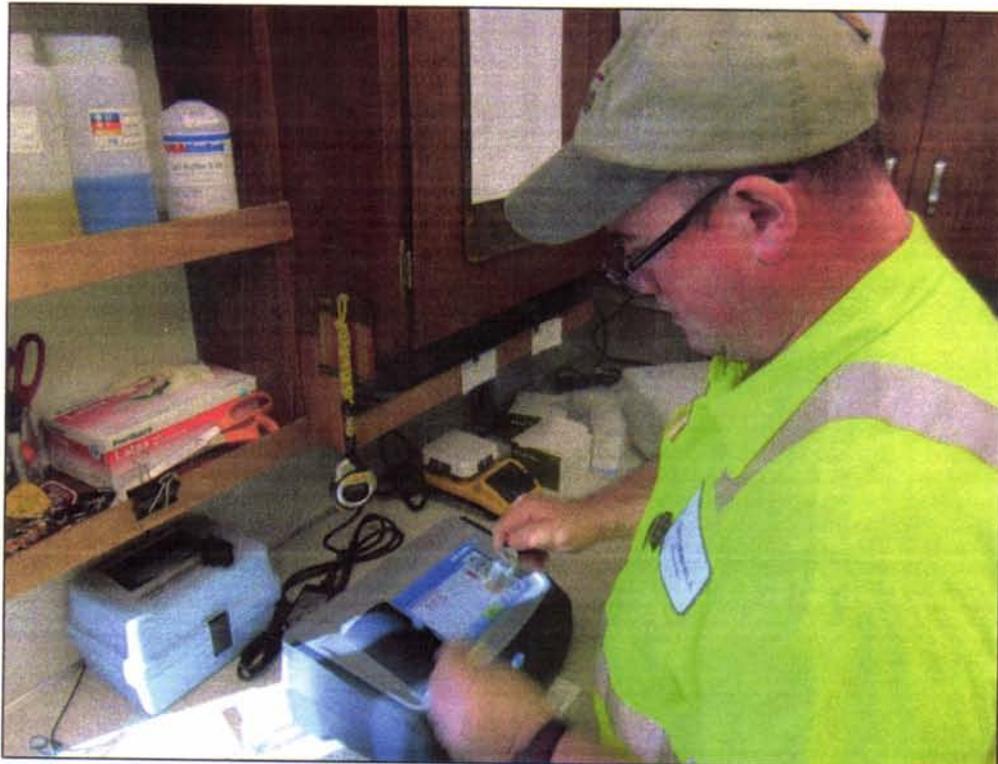
Chipseal area complete with striping.



Seth Blackburn, Street Crew, hand digging post holes for new Type 3 Barricade on Goodfellow Rd.



Seth Blackburn and Jeremy Delehant, Street Crew, repairing potholes at the Idaho Avenue Underpass.



Randy Bartlett, Water Treatment Plant Operator, confirming water quality in the Water Treatment Plant laboratory.



Jeremy Delehant and Seth Blackburn, Street Crew, install protective fencing around the Beck Ponds prior to the Oregon Department of Fish and Wildlife fish kill project.



Sean Edmundson, Street Crew, crack filling along SW 24th Street, Maintenance Area 5.



Sean Blackburn, Street Crew, blowing out cracks ahead of crack fill crew in Waterford Subdivision, Maintenance Area 5.

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MALHEUR

SCOTT INC., a domestic business)
corporation, d/b/a 420VILLE) No.
MEDICAL MARIJUANA)
DISPENSARY,)
Plaintiff,)
v.) COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF; ATTORNEY
FEES (ORS 20.105)
CITY OF ONTARIO, an Oregon Municipal)
Corporation,) [NOT SUBJECT TO ARBITRATION]
Defendant.)

PARTIES

1.

Plaintiff Scot Inc., d/b/a 420ville Medical Marijuana Dispensary ('Plaintiff 420Ville') is
an Oregon domestic business corporation.

2.

Defendant City of Ontario ('Defendant City') is an Oregon Municipal Corporation.

///

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Page 1 Complaint for Declaratory and Injunctive Relief

JURISDICTION AND VENUE

3.

Venue is proper in the Malheur County Circuit Court.

4.

This Court has jurisdiction pursuant to ORS 28.010 and Ore. Const. Art. VII (Original),
Section 9.

GENERAL ALLEGATIONS

5.

On July 15, 2015, Defendant City’s City Council voted to ban all state licensed marijuana
facilities, including licensed MMDs.

6.

Plaintiff 420Ville, located at 432 North Oregon Street, Ontario, Oregon (‘the Property’)
is an Oregon Medical Marijuana Dispensary (‘MMD’), duly registered with the Oregon Health
Authority pursuant to under ORS 475.314, and has been so registered since June 20, 2014.

7.

The operation of Plaintiff’s MMD constitutes a ‘retail use’ as that term is defined in
Defendant City’s zoning code Said code defines the zoning for the Property as ‘I-2, heavy
industrial’. Retail use is a conditional use in Defendant City’s I-2 zone.

8.

Beginning in approximately 1977 and continuing to the present, the Property has been
used consistently for retail uses including: an electrical and plumbing supply store, an
automotive parts and repair business and a discount retail store.

///

9.

In approximately May of 1985, Defendant City's Comprehensive Plan and Zoning Ordinances received finally acknowledgement from the State of Oregon. The newly adopted zoning code rezoned the Property to its current zoning designation – I-2 – and made retail uses conditionally allowed. This is how the Property is currently zoned.

10.

However, Defendant City's zoning code contains the following provision (specifically at City of Ontario Ord. 10A-01-35 ('Code Provision'): Any existing structure or use established as of right under any previous regulations and which is listed as a conditional use under this Title shall be a lawful conditional use upon adoption of this Title.

11.

Based upon Defendant City's Code Provision and the fact that retail use was occurring on the Property at the time Defendant City adopted its zoning code (or, the Title), it is as if the owners of the Property received a conditional use permit from Defendant City the moment the zoning code was adopted by Defendant city and acknowledged by the State of Oregon. Therefore, Plaintiff 420ville has a conditional use permit, by operation of Defendant City's zoning code, to operate a retail use on the Property.

12.

Defendant City's ban is authorized by Section 133(2)(b) of HB 3400 (2015).

13.

Section 133(6) of HB3400 (2015) expressly provides for an exception to a ban where the MMD is registered under ORS 475.314 on or before the date of the ban and has successfully completed a land use application process.

Page 3 Complaint for Declaratory and Injunctive Relief

1 **FIRST CLAIM FOR RELIEF**
2 **(Declaratory Relief – Exemption from Ban)**

3 14.

4 Plaintiff 420Ville re-alleges paragraphs 1-13 herein.

5 15.

6 Based upon the operation of Defendant City's zoning code, Plaintiff 420ville has
7 received permission from the City to operate a retail use on the Property. Defendant city's zoning
8 code includes no other land use application process.

9 16.

10 Plaintiff 420Ville is entitled to a judgment declaring that it is not subject to Defendant
11 City's ban.

12 **SECOND CLAIM FOR RELIEF**
13 **(Injunction – Further Interference with Business)**

14 17.

15 Plaintiff 420Ville re-alleges paragraphs 1-13 and 15 herein.

16 18.

17 Defendant City is aware that Plaintiff 420Ville is not subject to Defendant City's ban.
18 Despite Plaintiff 420Ville's notifying Defendant City of its status as an MMD not subject to
19 Defendant City's ban, Defendant City refuses to acknowledge this status, even after being made
20 aware of the law and the facts of this case. Defendant City's refusal has no objectively
21 reasonable basis in the law. Defendant City's refusal is reasonably expected to continue absent
22 intervention from the Court.

23 ///

24 ///

25
26 Page 4 Complaint for Declaratory and Injunctive Relief

19.

1
2 Defendant City's continuing refusal to acknowledge that Plaintiff 420Ville is not subject
3 to Defendant City's ban renders Plaintiff 420Ville unable to conduct business, and to fulfill its
4 mission of providing safe access for Registry Identification Cardholders and their Designated
5 Primary Caregivers ('Medical Marijuana Cardholders') to their medical marijuana, contrary to
6 the public interest.

20.

7
8 Said continuing refusal is causing irreparable harm to Plaintiff 420Ville and the Medical
9 Marijuana Cardholders who would otherwise have safe access to their medicine at Plaintiff
10 420Ville, for which Plaintiff 420Ville has no adequate remedy at law.

21.

11
12
13 Defendant City should be prohibited, by Court ordered permanent injunction, from
14 further interfering in Plaintiff 420Ville's business.

15 WHEREFORE, Plaintiff 420Ville prays for a judgment as follows:

- 16 1. Declaring that Plaintiff 420Ville is not subject to Defendant City's ban;
17 2. Issuing a permanent injunction, banning Defendant City from further interfering in
18 Plaintiff 420Ville's business.
19 3. Awarding Plaintiff 420ville its reasonable attorney fees pursuant to ORS 20.105, and
20 reasonable costs and disbursements incurred pursuant to ORCP 68 B and ORS
21 20.115.
22

23 ///

24 ///

25 ///

26 Page 5 Complaint for Declaratory and Injunctive Relief

1 4. For such other relief as the Court deems just and equitable.

2 Respectfully submitted, this _____ day of August, 2015.

3 **Oregon CannaBusiness**
4 **Compliance Counsel, LLC**

Day Law Group, PC

6
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11 **J. Robert Moon, Jr. PC**

14 J. Robert Moon, Jr. OSB # 813226
15 Of Attorneys for Plaintiff Scott, Inc.;
16 Local Counsel
17 2646 Main St
18 PO Box 469
19 Baker City, OR 97814

in the City, are required to register.

3. If more than one business is conducted on the same premises, each business must register separately.

4. A single business operation that occupies more than one building must complete only one registration application. The application shall list all buildings and activities carried on in each building.

3-4-3 EXEMPTIONS

(A) The following are exempt from the registration requirement:

1. A service business operated by a person under the age of 18, such as a lawn mowing business, a newspaper delivery business, a lemonade stand, and the like.

2. Individuals who work only on the premises of, and as part of, a registered business that includes the activity of the individual. Examples include barbers, beauticians, and others who perform services as part of the overall registered business. This exemption does not apply if the overall business operation has not submitted an approved registration application to the City.

3. Persons selling goods or services exclusively during a permitted special event activity where the sponsor of the event has obtained a City permit for the event and has an approved City business registration.

4. Activities that qualify as hobbies or passive holding of property for investment purposes under the U.S. Internal Revenue Code.

5. Any person whose business activities, including the activities of all employees, total less than 32 hours per year or whose gross annual revenue is less than \$3,000 for a full year. This exemption is intended to apply to businesses based outside the City that may do minimal work inside the City and to individuals who engage only in minimal business.

6. A person who sends goods to a customer in the City is not considered to be doing business in the City based solely on the sending or delivering of the goods into the City.

7. A person or company whose sole business is picking up and delivering goods in the City and does not have a physical location within the City is not considered to be doing business in the City. This exemption applies to United Parcel Service (UPS) and Fed-Ex and similar businesses unless they have a physical location in the City.

(B) The following must register but are exempt from payment of the registration fee:

1. Any business exempted from paying local business license fees or taxes by Federal or State constitution or law.

2. Any business exempt from paying property tax.

3. Any entity registered with the Oregon Secretary of State as a not for profit corporation.

3-4-4 DURATION OF REGISTRATION; CHANGE OF REGISTRATION

MALHEUR COUNTY COURT MINUTES

SEPTEMBER 9, 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.

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

PROCLAMATION - ADDICTION RECOVERY MONTH

Present for the signing of the Proclamation declaring September to be Alcohol, Drug, and Problem Gambling Addiction Recovery Month were: Lindsay Atagi, Sandra Shelton, Lynsey Hansen, Kenneth Rush, Judy Cordeniz, Amanda Barry, Sara Runnels, Yvette Tuckness, and Susan Gregory. Ms. Atagi read the Proclamation as follows:

MALHEUR COUNTY PROCLAMATION

WHEREAS, Prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, In Oregon, about 120,000 individuals aged 12 or older per year in 2009-2013 were dependent on or abused illicit drugs within the year prior to being surveyed; and

WHEREAS, In Oregon, about 268,000 individuals aged 12 or older per year in 2009-2013 were dependent on or abused alcohol within the year prior to being surveyed; and

WHEREAS, In Oregon, an estimated 66,655 adults are believed to manifest a gambling disorder, and

WHEREAS, Preventing and overcoming mental, substance use, and/or addiction disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, We must encourage relatives and friends of people with mental, substance use, and/or disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, Through the integration of behavioral and physical treatment into one coordinated system of care, Oregonians help reduce the stigma of addiction and approach it as any other chronic disease like diabetes or asthma; and

WHEREAS, With accessible, effective health care and recovery support services, thousands of Oregonians achieve and maintain recovery. They become contributing members of society who give back to the Oregon communities where we all live, work and raise our families; and

WHEREAS, Helping people break away from the grip of addiction restores hope and re-builds strong families as they move together on the pathway to wellness.

NOW, THEREFORE, we, Daniel Joyce, County Judge, Larry Wilson, County Commissioner, and Don Hodge, County Commissioner, do hereby proclaim the month of September 2015 to be **Alcohol, Drug, and**

Problem Gambling Addiction Recovery Month in Malheur County, Oregon and we encourage the people of Malheur County to join in this observance.

Commissioner Wilson moved the Court sign the proclamation declaring September 2015 as Alcohol, Drug, and Problem Gambling Addiction Recovery month. Commissioner Hodge seconded and the motion passed unanimously.

County Counsel Stephanie Williams joined the meeting.

LIFEWAYS RECOVERY CENTER (LRC) REPLACEMENT PROJECT

Judy Cordeniz and Ken Rush provided the Court information on a proposed replacement project for the Lifeways Recovery Center (LRC). The Lifeways Recovery Center (formerly known as Unio) is a 35-bed residential addiction treatment facility offering services to men and women over 18 years of age and is the only chemical dependency treatment facility of its type in the county and among limited options in Eastern Oregon. The facility was constructed in 1986. Lifeways is actively pursuing a Community Development Block Grant (CDBG) as a funding source to assist in replacement of the LRC facility. A CDBG does require demonstration of community support and Lifeways will be launching a capital campaign soon; a minimum of \$250,000 community contribution must be shown. The building currently has various health and safety concerns which must be addressed to maintain operations. Two scenarios for the replacement project are being considered; one of which would allow operations to continue while the facility is under construction. Stan Foster with PARC Resources has been contracted with to guide Lifeways through the CDBG process. It is estimated that the project will take approximately two years to complete. Additionally, Ms. Cordeniz mentioned that Lifeways has hired Dr. John Bates; Dr. Bates will officially begin work with Lifeways October 1. Lifeways will keep the Court updated on the project and needed assistance as the project progresses.

COMMUNITY IN ACTION (CinA)

Kathy Markee from Community in Action met with the Court and presented an IGA in support of the Residential Rehabilitation program provided through the Community Development Block Grant program. The City of Ontario will be the lead agency. Commissioner Hodge moved to approve Intergovernmental Agreement in Support of a Community Development Block Grant from the 2015 Community Development Block Grant Program Administered by the Oregon Business Development Department, Infrastructure Finance Authority. Commissioner Wilson seconded and the motion passed unanimously. A copy of the IGA will be returned upon execution by all parties.

CHECK REGISTER

Accounting Specialist Judy Bond met with the Court. The Court signed the Accounts Payable (AP) Register for June, July, and August 2015.

SHERIFF'S OFFICE

Sheriff Brian Wolfe met with the Court and reviewed several matters. Sheriff Wolfe presented an agreement for law enforcement services with the Vale School District (VSD). The agreement provides for one deputy from the Sheriff's Office to work as a School Resource Officer with the Vale School District from September 15, 2015 through March 31, 2016. The school district will pay for the fully burdened cost of the SRO for actual hours worked for the school district during the school year; not to exceed \$45,000 per year. Commissioner Hodge moved to approve Law Enforcement Services Agreement, Vale School District/Malheur

County Sheriff's Office. Commissioner Wilson seconded and the motion passed unanimously. The agreement will be forwarded to Vale School District for their review and consideration.

Sheriff Wolfe briefed the Court on extraordinary medical expenses recently incurred by an inmate. This particular individual entered the jail July 30th and has incurred four visits to the hospital – the last of which required surgery. This person is a high risk to public safety and as such the jail was unable to do a medical furlough. The Circuit Court did a conditional release during the fourth hospital visit (surgery). The Sheriff's Office has incurred almost \$7,000 in overtime costs due to these events. The associated medical bills have not been received yet.

Sheriff Wolfe also updated the Court on a recent Search and Rescue (SAR) mission. 282.5 hours of staff time was spent on the mission; and 703.5 hours of SAR members' time was expended. Numerous agencies were involved in the search mission. Two planes and one helicopter were utilized in the search efforts, as well as 13 ATVs, 9 UTVs, drones, 5 jet boats, 8 cadaver dogs, and BLM's helicopter for extraction of the deceased individual. Total costs for the mission are currently estimated at \$18,358 (not including manpower); actual monies spent are about \$8,000. ORS only allows for the Sheriff's Office to bill the responsible party for up to \$500 for a search and rescue mission.

The Court and Sheriff Wolfe discussed the Owyhee Canyonlands Monument proposal. Sheriff Wolfe expressed concerns that monument/wilderness/conservation area designation will hamper search and rescue efforts as well as increase the risk of harm to rescue workers.

RESOLUTION OPPOSING PROPOSED OWYHEE CANYONLANDS MONUMENT

Commissioner Hodge moved to approve Resolution R15-34, In the Matter of: A Resolution Opposing the Creation of a New National Monument Proposed as the Owyhee Canyonlands Monument; and the Establishment or Designation of any Other National Monument, National Conservation Area or Wilderness Area on Public Lands within Southern Malheur County, Oregon. Commissioner Wilson seconded and the motion passed unanimously. The Malheur County Court opposes the 2.5 million "Owyhee Canyonlands National Monument" because its establishment is contrary to the best interest of Malheur County and the "smallest area compatible" language of the Antiquities Act. See instrument #2015-3319

Mr. Braese left the meeting.

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of August 19, 2015 as written. Commissioner Hodge seconded and the motion passed unanimously.

SALES AGREEMENT - WRIGHTS

Commissioner Wilson moved to ratify the Sales Agreement with Lee and Charity Wright and Malheur County for \$180,000 subject to satisfactory inspections for the Wright's property, including the gravel source, in the Brogan area. Commissioner Hodge seconded and the motion passed unanimously.

SUPPLEMENTAL BUDGET RESOLUTION

Commissioner Wilson moved to approve Resolution R15-30: 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. The resolution allocates the spending of OHA grant funds which were received, but not anticipated when the adopted budget was prepared. These are grant funds to conduct outreach to inform the local community of health coverage options in the amount of \$75,000. See instrument #2015-3324

FUND TRANSFER RESOLUTION

Commissioner Wilson moved to approve Resolution R15-31: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Hodge seconded and the motion passed unanimously. Funds are transferred from the Road Fund Sand & Gravel budget to the Gravel Pit Property Payment budget. See instrument #2015-3323

NON-FMLA SICK LEAVE POLICY

Commissioner Hodge moved to approve updates to County Policy 305 - UNPAID SICK LEAVE/ NON-FMLA/ OFLA MEDICAL LEAVE. Commissioner Wilson seconded and the motion passed unanimously. See instrument #2015-3325

OLCC LICENSE - BRADFORD

Commissioner Hodge moved to approve OLCC Liquor License Application to Rodney Bradford/Brogan Trading Post, nunc pro tunc to August 26, 2015. Commissioner Wilson seconded and the motion passed unanimously.

AMENDMENT - IGA #143692

Commissioner Wilson moved to approve Amendment No. 4 to State of Oregon Grant Agreement Number 143692 with Oregon Health Authority. Commissioner Hodge seconded and the motion passed unanimously. The amendment extends the agreement to March 31, 2016 and is for the Healthy Families America program. A copy will be returned electronically for recording.

SUPPLEMENTAL BUDGET RESOLUTION

Commissioner Hodge moved to approve Resolution R15-32: 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 Special Payment funds which were received but not anticipated when the adopted budget was prepared. These are State pass-through funds for services provided by Lifeways. See instrument #2015-3322

LEASE AGREEMENT - WATER RESOURCES DEPARTMENT

Commissioner Wilson moved to approve State of Oregon Intergovernmental Office Space Lease Agreement. Commissioner Hodge seconded and the motion passed unanimously. The lease is for office space at the

Goodfellow building in Ontario for a staff member of the State Water Resources Department; the lease agreement terminates August 31, 2020. A copy will be returned for recording.

ORDINANCE 212 - REPEALING FEE

Commissioner Hodge moved to adopt Ordinance No. 212: An Ordinance Repealing \$10 Fee Collected Under ORS 107.615(1) Upon Issuing a Marriage License or Registering a Declaration of Domestic Partnership; and Declaring an Emergency. Commissioner Wilson seconded and the motion passed unanimously. The fee is optional with the county governing body for conciliation services and is no longer necessary. See instrument #2015-3321

JUVENILE DEPARTMENT DIRECTOR

Ms. DuBois told the Court that the job description for the Juvenile Department Director had been updated. The Court directed that the job vacancy announcement be posted externally for interested and qualified applicants to apply.

HEALTH DEPARTMENT DIRECTOR

The Court directed that the vacancy notice for the Health Department Director be posted externally for interested and qualified applicants to apply.

EOCA DUES

Commissioner Hodge moved to authorize payment of Eastern Oregon Counties Association (EOCA) dues in the amount of \$15,800 for FY 2015/16. Commissioner Wilson seconded and the motion passed unanimously.

5TH STREET PROPERTY, ONTARIO

Ms. Williams updated the Court on the County owned property at 934 SW 5th Street, Ontario; this property was foreclosed on for nonpayment of property taxes. The occupant of the property has moved out; multiple miscellaneous items are left in the three-story home and it is in need of cleanup. The work crew has cleaned the outside of the property in the front and will clean the backyard later this month. Various companies were contacted for bids for cleanup services inside the home; two bids were obtained from Freedom Cleaning Services. The Court authorized staff to hire Freedom Cleaning Services for removal of flooring in the home (carpet/pad/vinyl); removal of appliances; removal of all miscellaneous items in the home; and a final wipe down inside the home.

CALICO RESOURCES

The Court signed written comments in support of Calico Resources Grassy Mountain project; the comments will be submitted electronically to DOGAMI. See instrument #2015-3320

CROSSING PERMIT

Commissioner Wilson moved to approve Crossing Permit #18-15 to Boydette Williams/Jim Mendiola for installation of pipe across "C" Street #704 for septic service. Commissioner Hodge seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

COURT ADJOURNMENT

Court was adjourned.

Tori Barnett - Next SREDA meeting

From: Kit Kamo <kkamo@tvcc.cc>
Date: 9/30/2015 11:06 AM
Subject: Next SREDA meeting
Bc: Tori Barnett
Attachments: Annual Mtg Flyer.pdf; Sept 2 Minutes.doc

Good morning – we will NOT be meeting on Oct 7!

The next meeting will be our joint Annual and monthly meeting on **October 21, Saint Alphonsus Snake River Room, 6:00 pm.**

Please see the attached flyer.

And please RSVP for dinner if you have not already done so.

I have also attached the last minutes of our September meeting for your reading pleasure. ☺

Thanks and have a splendid day!

Kit Kamo, Executive Director

Snake River Economic Development Alliance

650 College Blvd.

Ontario, OR 97914

Office: 541.881.5597 ext. 5597

Cell: 208.230.5214

E-mail: kkamo@tvcc.cc

www.snakerivereda.com

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**OCTOBER 21
6PM – 7:30 PM
SREDA ANNUAL
MEETING**

Dinner sponsored by Saint Alphonsus
Meeting will be held in the Snake River Room



**Saint Alphonsus
Medical Center**

**Update of
Activities**

**Election of Board
Members**

**Followed by
SREDA Board
Officer Elections**

**Please RSVP for
dinner to Kit
208.230.5214 or
kkamo@tvcc.cc**

SNAKE RIVER EDA

650 College Blvd,
Ontario Oregon 97914
541.881.5597

www.snakerivereda.com

Email kkamo@tvcc.cc

BOARD OF DIRECTORS

September 2, 2015 ~ 7 am

Internet Truckstop, New Plymouth, Idaho

Members and guests present: Patrick Nauman, Randy Griffin, Ken Bishop, Harry Flock, Mike Hanigan, Charlotte Fugate, Sandy Hemenway, Ed Susman, Nancy Dale, Derrell Childers, Alan Massey, Andy Oyervides, Jim Smith, Abby Lee, Jeff Williams, Kevin Coats, Judy A Cordeniz, Dan Cummings, Ken Hart, Ryan Kerby, Brad Holland, Laura Gross, and Liz Amason.

Staff: Kit Kamo

Kit opened the meeting (Patrick's was tied up due to traffic congestion from a freeway accident) and introduced Paris Cole, CFO at Internet Truckstop, now known as the Truckstop.com. He explained a few things about the company's expansion and that the company is changing their name, but will still be the same. They are now a group of companies and much more than just matching freight. Paris also talked about the company's recent strategy in raising their starting wages to \$15 per hour. After 2 years, the employee would go to \$20/hr. They had 2 positions open and had over 100 applications. Many from the Boise area, which was a surprise to them. Paris discussed our US economy and the transportation slowdown that they have been seeing since July. This is a cause for concern.

Ken Hart discussed the annual SREDA meeting on October 21, 2015 starting at 6:00 p.m. Dinner will be provided and we look forward to everyone attending. Kit passed around the sign in clip board and asked that everyone RSVP as it will be helpful to know how much food.

1. Call the meeting to Order: Chairman Nauman opened the meeting at 7:13 a.m.
2. Introductions of Attendees: Chairman Nauman thanked everyone for coming and asked everyone to introduce themselves and where they were from.
3. Approval of August 5, 2015 meeting minutes: Chairman Nauman asked if everyone had a chance to read and review the board minutes that were sent out to everyone. Hearing none, Chairman Nauman asked for a motion to approve the minutes as printed and presented. Jeff Williams made a motion to approve the minutes as printed, seconded by Kevin Coats. The motion passed unanimously.
4. Financial Update: Treasurer Sandy Hemenway provided the treasurer's report for the group. Sandy went over in detail the financial handouts discussing balance at the end of the month in both the checking and money market accounts, and then totals for month end. Sandy gave a special thanks to the renewing members including the City of Ontario, and monthly members Hanigan, Red Apple, Weiser Classic Candy, Kohn Foods (Subway), Zion's Bank, and the Argus. She thanked the State of Idaho Department of Commerce for the \$8,000 grant and Idaho Power for their \$1000 grant. Chairman Nauman asked if there were any questions for clarification or discussion, there were none. He then asked for a motion to approve the financial report as

printed and presented. Ken Bishop made a motion to approve the financial update as printed, seconded by Harry Flock. The motion passed unanimously.

5. Annual Meeting of Members & Election of Board Members - October 21, 2015; Chairman Nauman discussed the annual meeting and also that certain positions will be up for election at the meeting. We will need nominations. Three board terms are up including Business: Patrick Nauman, At Large: Doug Lamm, and Elected: Harry Flock. Mike Hanigan said that Doug Lamm will not rerun. Doug has been on the board from the beginning and will still be involved with SREDA, but not as a board member. Nominations will be accepted before the meeting as well as from the floor.

6. City and Community Highlights:

City of Ontario Councilwoman Charlotte Fugate reported that the city had approved a survey for the pool and have signed a contract. They hired a city manager search company. They are working on the abatement have a consultant coming. The city is very thankful to Idaho power for the study on industrial lands and Ontario has a site visit on the 17th of September.

Dan Cummings, Ontario City Planner and Economic Development, discussed the Saint Alphonsus remodel. The new Tractor Supply Company in the mall has been doing their remodel and they have plans on opening in October. He also mentioned working with the solar company, Helio Sage and that the wind farms up by Huntington were progressing.

City of Vale - none

City of Nyssa Councilman Harry Flock discussed the arsenic removal plant that is moving very slowly. The City is still working on it.

City of Fruitland Mayor Ken Bishop talked about the waste water treatment plant that is about about ready for the startup phase in three to four months. Parks and trails project is moving also. The city has upgraded some water lines to help improve some future properties. They too have some infrastructure issues. Housing is strong and they have a couple of commercial developments brewing.

City of Payette Councilwoman Nancy Dale is happy to have Dutch Bros. in town. She talked about some of the potential projects on the downtown projects and some future planned developments. Three new businesses are coming into town plus they have a site visit this Friday on the old Manser building. There is a local business that will be doing a substantial expansion. All is going well.

City of New Plymouth community report by Parris Cole who updated the group on the new Pleasant Loop subdivision in town. Houses begin at about \$160,000 with about 50 lots available. 8 houses have sold recently. They have ideas for another one in the future.

City of Weiser community report by Patrick who stated they had a couple of projects in the works and were just waiting for a phone call and another company for expansion plans. He talked about Mayor Diana Thomas and her Arts Council that she established with the idea to bring in arts events to the Weiser area. A performing arts group has now been started and a youth group which will try to but on one event per year. Patrick has been in contact with real estate folks selling property and things are beginning to move in this area. A Historic homes tour will be coming to Weiser. Weiser has more historic homes per capita than any other city in the state.

7. County Highlights:

Payette County – The group expressed condolences to Commissioner Larry Church and his family at this time.

Washington County - none

Malheur County - none

Other community highlights included Liz Amason who updated the group that Payette's Miracle Field has just finished up their season. The downtown revitalization group is waiting to hear back on some grants and Cruise night is Sept. 11 & 12. It is an event that is bigger and better every year. This year it will also have a city wide yard sale. The steering committee for boys and girls club is moving forward.

Ken Bishop reminded everyone that the Fruitland Family Fun Days will be Sept. 19th and will be a fun filled day!

Representative Ryan Kerby talked about the New Plymouth School saying that the construction phase is completing which will be really nice. Alta Mesa is in production as of August 1st and is running well.

Senator Abby Lee discussed a tour of the Alta Mesa facility last week and gave various details. Abby also discussed the US Highway 95 transportation meeting and thanks to representative Kirby, Idaho Transportation Department will begin measuring traffic counts and patterns. One goal is to get a passing lane. This is one of the most dangerous stretches on Highway 95 for safety and it is needed for economic development.

Patrick said that the Weiser Economic Task force has been working on some marketing pieces and that the layout design has been completed. Printing and production will be next. He reminded that the Weiser Mud Drags will be on Oct. 3rd.

Charlotte said that the City of Ontario was contacted by ODOT about the drought and there will be a reduction for all state agencies across the state. Visitor centers are going brown, gravel and rocks. She also mentioned that 250 Somolian immigrants will be coming to Ontario and they will need the low income housing. This will have an impact on the community. Ed Susman spoke about the process that his office is doing with the potential workers from this group. They started coming to Ontario in May.

Judy Codeniz invited everyone to attend 'The Hands Around The Park' event on Sept. 17th which is a celebration of those who have successfully been through recovery. Lifeways works with the community and businesses to put folks back into housing and employment.

8. Executive Director Report: _____

New projects include Project Basket (wood/bio project), Project Portion (smoked meat co-pack project), Project K, and Project Graze.

Still working on:

*Project Owyhee (Malheur County OR), data gathering/petition – proposal from outside interests to force a 2.5 million acre wilderness or monument designation in Malheur County without socioeconomic consideration of the local region.

*Project 78 (Fruitland/Payette County), in the top 3 US sites, company still working/UP RR

*Project Neighbor (Washington County ID), pending land sale – negotiating

*Project Pumpkin (Idaho & Oregon), Oregon Dept of Ag follow up. Extension & farmer update

*Project Idaho Power (Ontario/Malheur County), Site visit September 17 for 2 sites in Ontario.

*Project Sunny (New Plymouth/Payette County), company working with ID PUC

*Project Adam & Eve (Weiser/Washington County), 2nd company is back in the hunt



Marketing - SREDA will be doing an Ignite Presentation at the IEDC Annual Conference in Anchorage in October. As an award winner, we were invited to prepare a presentation using 20 slides in 5 minutes to tell about our program. Great way to advertise our successes and gain more national recognition.

Several news stories are appearing in the Argus, Capital Press, and other press releases around the US. Really helps get the word out and for the region to get noticed!

Website updates – scheduled updates on a weekly basis. Adding news releases, minutes, photos, and other information for marketing the region. Need to do the same with the SREDA Facebook page.

Visitor Center - The Idaho SW Gateway Visitor Center on I-84 at mile post 1 (eastbound lane) will be closing on September 13th (National Grandparent's day). Our state contract is from Memorial Weekend to Labor Day weekend - but we like to start a week early and finish up a week late. There are still a lot of visitors before and after the 2 main holiday weekends. Visitor Counts are significantly higher this year (based on the first 3 months of operations, 5/9 – 7/31):
2015 -- 62,207 visitors;
2014 -- 53,426 visitors, and
2013 – 46,911 visitors

Additional cost for operations through 9/13 is expected to be approximately \$2,800. A small amount will be expended throughout the off season months to keep brochures stocked up. Mid-May through June of 2016 will be an additional expense of approximately \$6,000 (out of this current year's funding).

Staff update – at this time we will not be replacing Kristen. She has implemented several “time saving” processes within the administration part of SREDA that have helped tremendously. We may have project needs in the future but should evaluate those as they occur.

Other items of interest - The new automated systems program at TVCC for both high school and college students will be starting sept 28th at TVCC. This is great news for our area and future workforce!

Kit also reported that Randy Jensen from Zions Bank invites you to the Family Business Conference in Boise as his guest on Wednesday, 9/23 from 8 to noon (includes free breakfast). Flyers were passed out.

9. Round Table Discussion:

Ed Susman with the Oregon Employment Department said that Andrew Crollard has moved and will be replaced by Tony Wendell from the Pendleton office. He will be doing all the workforce analysis for our region.

Ken Hart updated the group on the Partners to Prosperity programs stating that the allied health is in its 2nd year. Ontario, Vale and Nyssa high school medical classes and CAN classes run 10 students per semester, 20 students per year. This has been a great partnership between business and education.

10. Adjourn: Chairman Nauman adjourned the meeting at 8:06 a.m. No morning board meeting for October because we will be having the monthly meeting directly following our annual meeting on October 21, 2015.

Upcoming Calendar of Events:

- September 29, 2015 PSU population forecast for Malheur County, 10:30-12 noon (Pacific time) Harney County Community Center, Burns
- October 5-7, 2015 IEDC - Anchorage, AK. - Accept SREDA award/SREDA presentation
- October 21, 2015 SREDA Annual Meeting, Hosted by Saint Alphonsus Medical, Ontario
Please RSVP for dinner! ☺
- November 4, 2015 SREDA Monthly Board Meeting, Tex Mex, Nyssa, OR

Minutes prepared by Randy Griffin, SREDA Secretary



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

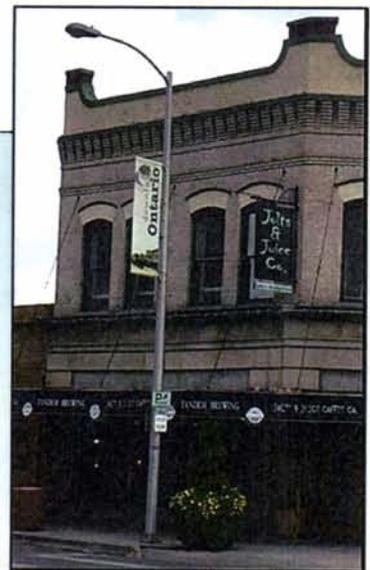
To: Ontario City Council
 Date: September 21, 2015
 Re: Department Statistics for August, 2015

Activity	Month of August	Previous Month	Year to Date	Prior Year to Date
Calls for Service	966	902	6841	6771
Traffic Stops	269	161	1441	1122
Cited Traffic Violations	219	78	985	583
Motor Vehicle Crashes	32	42	275	247
Arrests	76	82	677	672
Arrests w/ Use of Force	2	1	7	13
Citizen Complaints	0	0	0	5
Cases to Dist. Attorney	43	67	471	372
Ordinance Cases Total	177	128	967	478
Ordinance-Weeds	105	29	396	145
Ordinance-Garbage	2	3	32	22
Dogs to Ani-Care	4	11	64	54
Junk/Vehicles	9	3	76	4
Death Investigations	2	0	11	10
SRO Cases	0	0	0	5
Gang Related Cases	3	37	83	49
Gang Designations	0	2	4	2
Task Force Cases	3	3	37	30
Graffiti	7	37	88	66
Burglary	8	6	50	52
Robbery	0	0	4	10
Larceny	36	49	352	357
Assault	7	14	61	67
Homicide	0	0	0	2
Sex Crimes	3	2	15	19
Alarms	31	19	152	149
Property Loss/Recover	\$73,282/\$14,000	\$54,788/\$17,968	\$340,770/\$55,355	\$435,006/\$100,637

CH2M

August 2015

Business Report



Sean Edmundson, Field Services Dept, hanging new banners downtown on South Oregon Street for the Chamber of Commerce.



August
2015

Prepared by CH2M for
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

Monthly Business Report

PUBLIC WORKS DEPARTMENT

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FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

Collection and Distribution staff is responsible for Sewer Collection and Water Distribution throughout the City. Water Distribution duties include maintenance and repair of approximately 97 miles of water lines and 3,625 services which include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

Sewer Collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the City. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a barscreen and one lift station from Snake River Correctional Institution. The City has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout the City limits. Duties include Storm drain maintenance and repair, cleaning of approximately eleven miles of Storm drain lines and cleaning the catch basins.

78 MILES OF SANITARY SEWER LINES
56 MILES OF STORM DRAIN COLLECTION
1,450 CATCH BASINS

The Street Maintenance Division maintains more than 122 lane miles of improved streets and more than 9 miles of alleys. The street department is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, repairing all established pavement markings. The division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chipsealing, snow removal and sanding during the winter months, and weed control along the alleys. Street Maintenance staff assists the Chamber of Commerce by putting up decorations on street lights during the Christmas season and replacing them with the regular decorations when the season is over.

122 LANE MILES OF IMPROVED STREETS
MORE THAN 9 MILES OF ALLEYS
7 LANE MILES OF ROAD CHIPSEALED EACH YEAR

As part of the Street Division's maintenance program, crews chipseal street surfaces in the summer to protect them from water and weather damage and to keep them in good condition. A chipseal maintains the existing pavement, delaying further aging due to water and sun; and provides a moisture barrier and corrects existing pavement problems by sealing cracks. A chipseal application provides substantial savings to taxpayers and should last a minimum of eight years with minimal maintenance required. The City chipseals approximately 7 miles per year.

FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION CONTINUED

The following is a brief detail of activities for the month of August:

- Cleaned three lift station wet wells.
- Trimmed trees and weeds in city's alleys and right of ways.
- Swept chip seal area Maintenance Area No. 5 for fog coat with both sweepers.
- Vehicle maintenance.
- Started round 1 of sweeping in the town for 2015-2016.
- Sign maintenance.
- Lift stations checks and semi-annual checks.
- Installed new banners downtown on South Oregon.
- Painted 266 crosswalk bars and used 97.5 gallons of white paint.
- Installed 100 crosswalk bars in hot tape.
- Installed 14 directional arrows of hot tape.
- Trimmed weeds in the alleys and right of ways.
- Performed two fireflow tests for contractors.
- Abandoned three water service that were no longer needed (contractor requested).
- Repaired two emergency water leaks.
- Set up jersey barriers at the Wastewater Treatment Plant on the dike by the head works building.
- Repaired the intake on the auxiliary water pump at the Water Treatment Plant 2 times
- Replaced broken water meter boxes.
- 48 line locates were completed.
- 26 water services were turned on customer request.
- 12 water services were shut off customer request.
- 72 water services were shut off for non- payment.



Field services crew sweeping and prepping Maintenance Area No. 5 for fog coat.



FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION CONTINUED

- 54 water services were turned back on for payment received.
- 41 water services were read only(on/off) customer request.
- 18 water meters were changed out for maintenance.
- 31 water services were checked for leaks customer request.
- 9 water meters were checked for zero consumption for the month of July.
- 11 water services were checked to see if leaks were repaired customer request.
- 2 water services were shut off for repairs customer request.
- 2 water services were checked for complaints of cloudy water (Hydrants were flushed to clear water up).



Jeremy Delehant, Leo Rojo and Justin Apodaca painting crosswalks and laying down hot tape crosswalks.



WATER TREATMENT PLANT SUMMARY

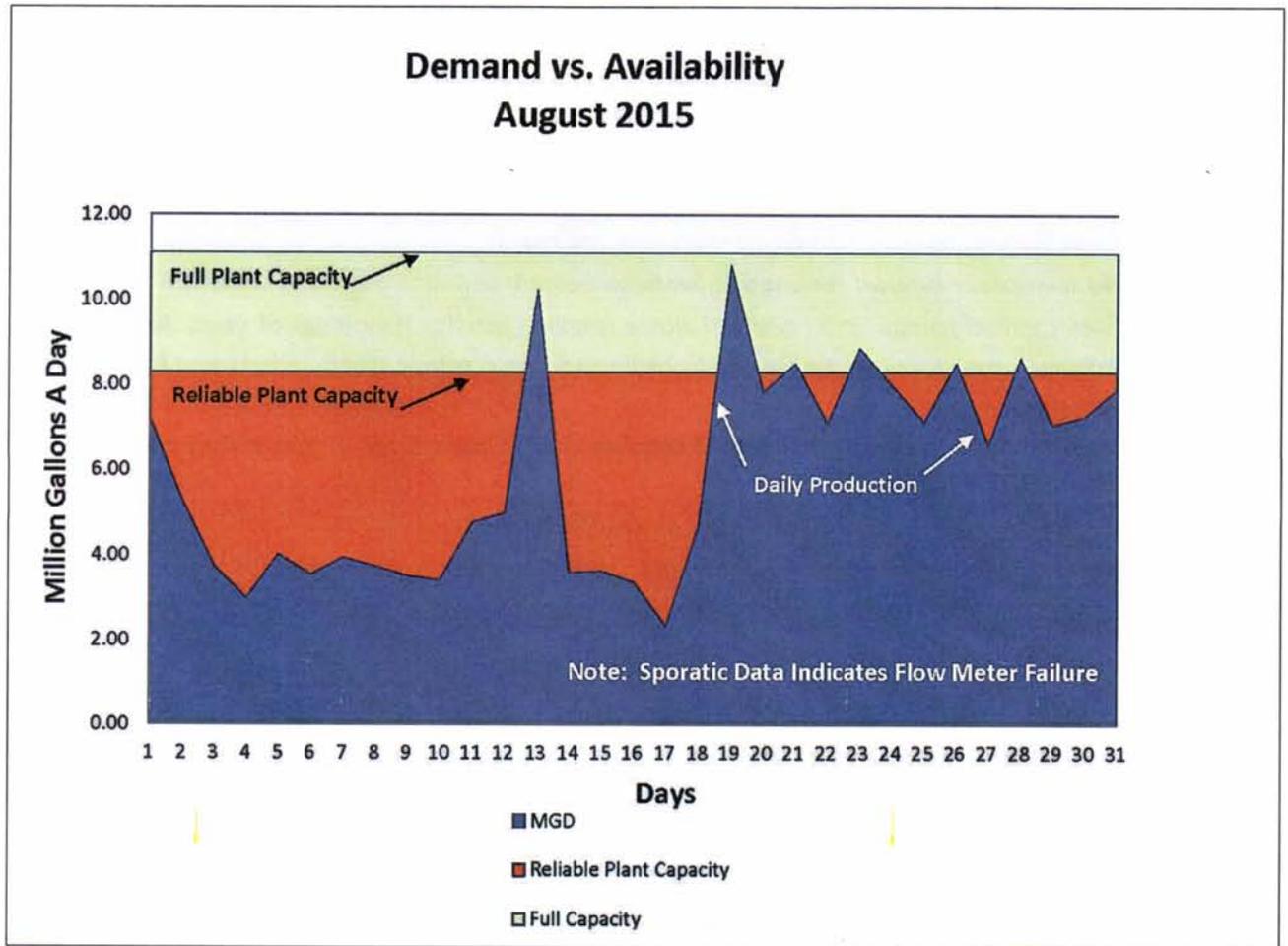
Water treatment plant performance parameters are shown in the table below. The delivered water is estimated at 226.3 million gallons as the primary discharge water meter continues provide erroneous information. A replacement meter has been ordered. Average filter run times were highly variable. This is likely caused by increasing calcium build up on relatively thin filter media beds. This month we had 6 days where the plant produced in excess of the sustainable production capacity of 8.3 MG. The "Demand versus Availability" graph is sawtooth shaped during the second half of the month. Perhaps reflecting more flow meter errors than actual delivered water.

The following is a brief detail of activities for the month of August:

- Completed second phase of an Oregon Health Authority mandated Contact Time (CT) study by preparing hydraulic performance calculations, conducting field changes and gathering data. Included reservoir isolation.
- Quantified solids accumulation. Excavated solids from Pond No. 1 and applied on site.
- Replaced chemical feed pump for Potassium Permanganate line. Also flushed line to ensure performance.
- Supported staff on completion of Water Management and Conservation Plan.
- Participated in Idaho Power "Flexpeak" program on August 4.
- Experienced small diameter pipe failure in the pump room, resulting in damaged backwash control valve actuator and requiring partial plant shut down for repairs. Repairs completed successfully.
- Removed distribution pump No. 1 for bearing service and seal replacement.
- Collected and sent to laboratory EPA required UCMR3 samples.
- Worked with roofing contractor for replacement of the 36 year old shop roof.
- Re-installed main electrical decant pump. Pump not functioning well so initiated troubleshooting steps, starting with removal of possible clogged discharge lines or mounting assembly damage.
- Conducted operator math skills training and review.
- Prepared "in-house" review of disinfection by-products sampling requirements.
- Replaced fittings on auxiliary river pump.
- Replaced air dryer for pneumatic valve control system.
- Provided field data for instrumentation to controls engineer for new plant design.
- Troubleshooting and changing out of relay contacts for control of chemical feed pumps.
- Completely emptied filter chamber No. 1 to repair and replace flocculator drive chains. This repair costs more than 500,000 gallons of production.
- Pulled auxiliary pump from river, replaced the suction screen and modified placement to increase production and efficiency.
- Completed installation of new combined effluent turbidimeter for the Westech plant.



WATER TREATMENT PLANT SUMMARY CONTINUED



WASTEWATER TREATMENT PLANT SUMMARY

For the summer months the City of Ontario is prohibited, by permit, to discharge to the Snake River. Therefore, we are not required to monitor for effluent BOD, TSS and E-Coli. During the month of August, we pumped 17 million fewer gallons to Skyline Farm, which reflects that we have caught up with water demand for now.

BOD and TSS influent concentrations were pretty much typical for Ontario. We had no violations or incidents of significance this month.

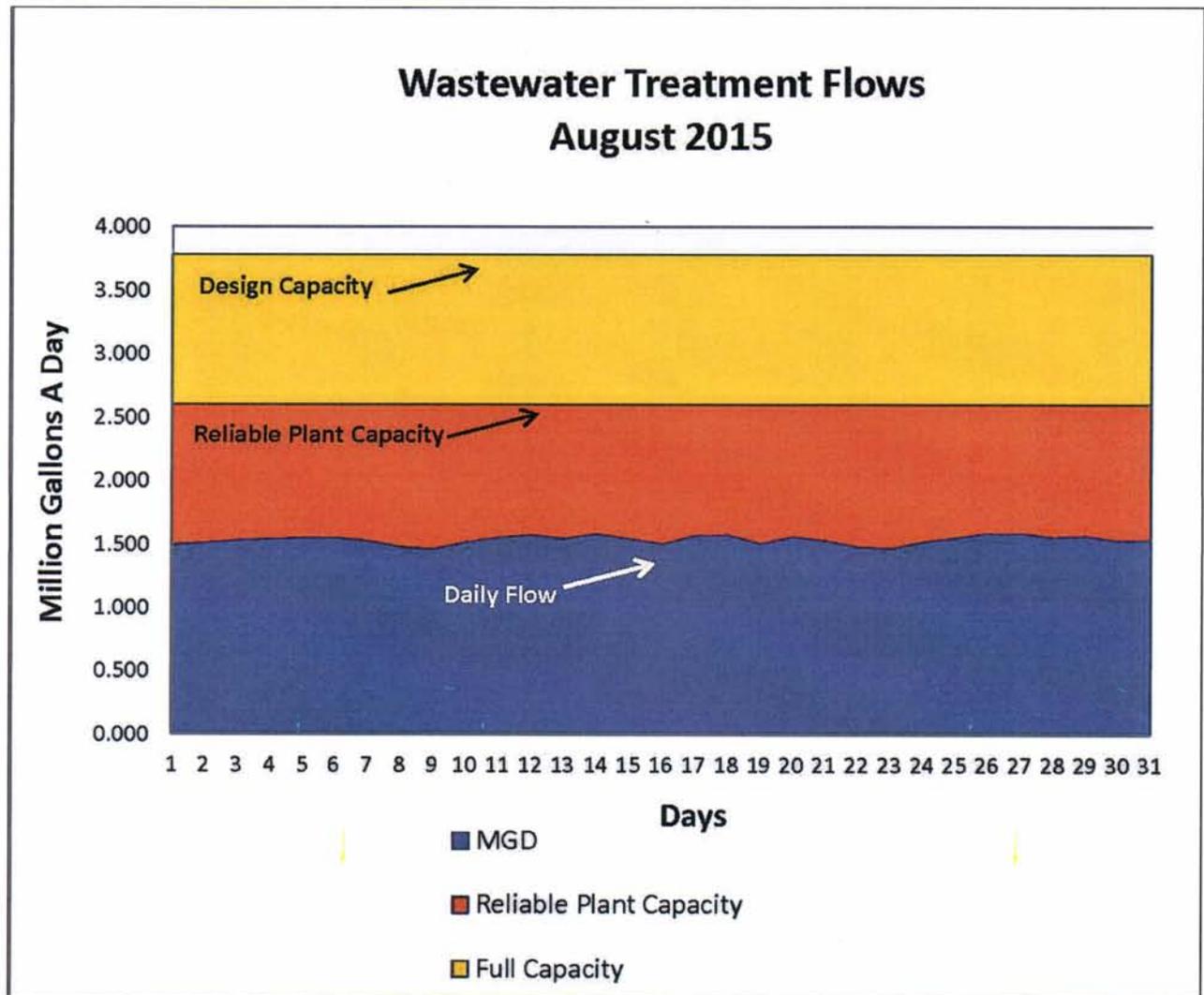
The following is a brief detail of activities for the month of August:

- Updated calculation on accumulated solids in Pond No. 1.
- Added temporary support for ongoing work on aerator repairs.
- Met with contract farmer and reviewed water requirements for remainder of year. Reviewed operations to assure adequate water. Coordinated pump repair schedule between farmer and contract pump vendor.
- Worked with ODEQ in regard to permit requirements. Continued to pursue mixing zone design requirements.
- First cutting from Skyline farm estimated at over 300 tons.
- Completed and submitted EPA required DMR-35 Quality Assurance study.
- Evaluated Sulfur Dioxide requirements for upcoming winter discharge.
- Participated in Idaho Power "Flexpeak" program.



Doug Stewart and Andy King review process control parameters at the Wastewater Treatment Plant.

WASTEWATER TREATMENT PLANT SUMMARY CONTINUED



FACILITY MAINTENANCE SUMMARY

The following is a brief detail of activities for the month of August:

- Coordinated with contract maintenance (Grant Mechanical) for quarterly maintenance tasks.
- Continued monitoring of the City Hall heating, ventilating and air conditioning (HVAC) system.
- Contacted Clima-Tech to work through upcoming software maintenance and potential software changes with respect to the HVAC controls.

PARKS AND CEMEMTERY SUMMARY

The Ontario park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The City also owns the skateboard park.

The following is a brief detail of activities for the month of August:

- We had five burials in Evergreen Cemetery.
- We mowed 73 hours in the cemeteries and 106 hours in the parks.
- We are still watering the flower pots downtown on South Oregon Street five times a week.
- The Snake River Correctional Institution (SRCI) work crew have trimmed weeds around the headstones in Evergreen and Sunset cemeteries
- We continue to work on the City Hall's heating, ventilating and air conditioning system.
- A church group is rebuilding the Veteran's Monument at Sunset Cemetery.
- We are having the base on the statue replaced at Sunset Cemetery.
- We received bids for replacing the vinyl on the back stairs at City Hall, and the material is on order.
- We are actively removing weeds on all City property.

ENGINEERING DIVISION SUMMARY

The Engineering Division reviews plans for construction of public improvements, maintains the City's mapping system, and manages the engineering projects within both the Capital Improvements and Maintenance Programs. The department provides technical support to residents, developers, builders, other City departments and consulting engineers and surveyors. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents for public works maintenance projects and provide project management for public improvements.

The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also maintains and updates the record maps for all City utilities, right-of-way, easements, land division plots and City base maps.

The following is a brief detail of activities for the month of August:

- Bid opening for Wastewater Collection Systems Improvements.
- Preliminary Development Advisory Committee Meeting for the relocation of an existing business.
- Right of way requests for information.
- Two sidewalk replacement requests for information and inspections.
- Two requests for information regarding driveway specifications.
- Three new development requests for information.
- Requests for ADA specifications.
- Requests for information to comply with Americans with Disabilities Act specifications.
- Requests for information regarding downtown tree specifications and requirements.
- Maps created: 22 for the Idaho Power Site Readiness Evaluation Program, Preliminary Development Advisory Committee meetings and other various requests.
- Right of way permits issued: 5.
- More than 250 new Global Position System (GPS) points have been collected this summer on new water meters, valves, catch basins and fire hydrants added to the City of Ontario's system since 2008. These points will be added into the Geographic Information Systems (GIS) data for the creation of updated utility maps.



Dawn Eden, Engineering Technician with the CH2M Ontario Project, gathering a Global Position System (GPS) point on a catch basin on a City street to input Geographic Information Systems (GIS) data into the City's utility maps.

ENGINEERING DIVISION SUMMARY CONTINUED

- East Side Tank – Revised access and in process of resubmitting plans for review.
- Ontario Aquatic Center – Met with HSA to solicit proposal to provide alternative schematic designs. Discussed construction options with construction contractor.
- City Hall HVAC – Continued coordination with Facilities staff, engineering staff, and HVAC contractor to resolve issues with the system.
- WTP Design – Continued coordination with design team on specific aspects of improvements design. Prepared for 50% review meeting.
- Well 17 – Continued working with Anderson Perry on the final design for the Well 17 improvements.
- Reviewed bids for Wastewater Collection System project, provided recommendation of award at council, and began contracting process.