

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, JULY 13, 2021, 6:00 PM, MT
[Zoom Link](#)**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Freddy Rodriguez ____ Sam Baker ____ John Kirby ____ Ken Hart ____
Michael Braden ____ Eddie Melendrez ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on July 9, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) SPECIAL ACTION

A) Ontario Police Department Employee Recognition: Sgt. Jon Esplin; Officer Casey Walker; Officer Brian Cook; Officer Todd Harnden; and Officer Adam Clinton

5) PRESENTATIONS

A) Speed Boat Races: Ron Dillon

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) NEW BUSINESS

- A) Resolution #2021-122: Security Grant Program
- B) Resolution #2021-123: Bid Award for 2020 Sanitary Sewer Project and CDBG Project Budget Amendment
- C) Approval of the Purchase of the 2021 VACTOR Truck
- D) Negotiations with Ontario Rural Fire Protection District
- E) New Waterline to Serve Treasure 200 Parcel and Other Future Customers
- F) 2021-2023 Intergovernmental Agreement For Regional Hazardous Materials Emergency Response Team Services

8) DEPARTMENT HEAD UPDATES

- A) Police: Quarterly Report
- B) Fire & Rescue: Quarterly Report

9) DISCUSSION ITEMS

- A) Land Acknowledgement Statement
- B) Planning Proposal for East Idaho Traffic Study
- C) Marijuana Fund Projections
- D) Dorian Drive Engineering Costs

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (c) Labor Negotiations; (d) Real Property Transactions; (e) Exempt Public Records; (f) Trade Negotiations; (g) Litigation / Consult with Legal Counsel; (h) Performance Evaluation of Public Officers and Employees; (i) Trade Negotiations; and/or (j) Labor Negotiations.

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 889-7684 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made.

10) HAND-OUTS

- A) Minutes:
Public Works Committee 05/11/2021
County Court 06/16/2021; 06/23/2021
SREDA 07/06/2021
- B) Monthly Department Stats:
Fire & Rescue
Public Works
Code Enforcement
Police
- C) SREDA:
Agenda 07-06-2021
Report 07-06-2021
2021 Snapshot
- D) V&C Packet w/June 3, 2021 Minutes

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) ADJOURN



**AGENDA REPORT
NEW BUSINESS
July 13, 2021**

To: Mayor and City Council

FROM: Peter Hall, Assistant City Manager/HR Manager
Adam J. Brown, City Manager
Steven Romero, Police Chief
Terry Leighton, Fire Chief

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2021-122: SECURITY GRANT PROGRAM**

DATE: June 17, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2021-122, A RESOLUTION ADOPTING THE GRANT GUIDELINES AND APPLICATION FOR THE ONTARIO SECURITY GRANT PROGRAM.

SUMMARY:

The Ontario Security Grant Program was created to provide businesses with financial assistance to improve physical security and deter crime in commercially zoned areas of the city.

Businesses located in the commercial zones C-1, C-2, C-2H, and C-3 within city limits are eligible for a dollar for dollar matching grant up to \$500. Businesses must complete and submit an application with required attachments. Applications will be reviewed and approved by a panel consisting of the City Manager, Assistant City Manager, Police Chief (or designee), and Fire Chief (or designee).

BACKGROUND:

To begin the budget process, City Council reviews and revises the Council Strategic Plan. In 2021, Council added Strategy 4: The Business Climate to the Growth goal. This strategy includes a focus on growing and retaining businesses.

The Budget Committee approved \$25,000 for a grant program which would provide money to businesses for security improvements.

The structure of the program is generally based on the existing Façade Grant Program. Staff also partnered with the Small Business Development Center for input on business needs and vulnerabilities.

CURRENT SITUATION:

Funds for this program became available at the beginning of the fiscal year, July 1, 2021. The application and guidelines of the program should be reviewed and approved through a resolution by Council before it is initiated.

ANALYSIS:

- A. **STRATEGIC PLAN** This corresponds directly with growing and retaining businesses which can be found under Strategy 4: The Business Climate of the Growth goal of the strategic plan. Providing these funds will help businesses keep their property and employees safe.
- B. **FINANCIAL** The \$25,000 for this project was approved in the FY 21-22 Adopted Budget. Each grant is limited to \$500 with a dollar for dollar match.
- C. **TIMING** Funds for the program became available on July 1, 2021. The program may begin immediately upon passage from the Council.
- D. **POLICY/LEGAL** There are no policy or legal considerations.

ALTERNATIVES:

The Council may choose to adjust portions of program details or may choose not to adopt the program.

RECOMMENDATION:

Staff recommends Council adopt the Security Grant Program.

ATTACHMENTS:

- 1. Ontario Security Grant Program Application
- 2. Ontario Security Grant Program Guidelines
- 3. Res 2021-122_Security Grant Program



City of Ontario Security Grant Program Application

Date: _____

Applicant Information

Name: _____

Property Address: _____

Business Name: _____

Business Mailing Address: _____

Business Daytime Phone Number: _____ Applicant Phone Number: _____

Email Address: _____

Description of Business Security Needs:

Total Project Cost: _____

Amount Requested: _____

Application Packet Checklist

The following items must be attached to your application:

1. Proof of ownership (warranty deed)
2. Description of the work to be completed.
3. Photos of building to be improved.
4. Cost summary from the chosen vendor.
5. Schedule of work to be completed.
6. Proposed Commencement Date: _____
7. Proposed Completion Date: _____

Date Submitted	Grant Panel Meeting	Grant Panel Approval

Note: Proof of payment (invoices and receipts) and an “after” picture are required for reimbursement after project completion.

Property Owner Consent

Property Owner Name: _____

Property Owner Mailing Address: _____

Property Owner Daytime Phone: _____

Property Owner Email: _____

As the legal owner of the above referenced property, I hereby grant authorization to complete the security improvements indicated on this application. I also stipulate that I have read the entire application and application checklist. I understand my responsibilities and obligations as the property owner under this application.

Property Owner’s Signature: _____ Date: _____

For questions regarding this program, please contact Peter Hall at peter.hall@ontariooregon.org.



Ontario Security Grant Program Guidelines

July 2021

The City Council Strategic Plan outlines the goals and priorities of the City of Ontario. These goals are desirability, education, lifestyle, beautification, growth, and financial stability. The council added a strategic focus on the business climate to the growth goal. Activities include growing and maintaining businesses, assessing the existing business climate, and analyzing city codes to ensure a business-friendly environment. With this direction, the Ontario Budget Committee created a \$25,000 grant program for businesses to improve security measures at their physical locations.

The goals of the Security Grant Program are to (1) provide businesses with means to improve physical security and, (2) deter crime in commercial areas. All property owners of existing commercial buildings located in the commercial zones C-1, C-2, C-2H, and C-3 within city limits are eligible for this program.

To qualify for assistance, an applicant must comply with the Security Grant Program guidelines. Projects must be approved by the grant panel established by the City of Ontario.

Eligible Activities: (items included but not limited to)

1. Entry sensors
2. Motion sensors
3. Security cameras
4. Glass break sensors
5. Panic buttons
6. Alarm keypads
7. System installation
8. Enterprise security systems

Ineligible Activities: (items included but not limited to)

1. Firearms
2. Cybersecurity

Program Implementation:

- Applications and guidelines for the program are available on the city website or at City Hall at 444 SW 4th Street.
- The applicant can apply for up to \$500 with a match of \$500.
- The Ontario Security Grant Program is an on-going program with limited funds. Application packets will be submitted to City Hall and date/time stamped. Applications will be reviewed on a first come, first serve basis.
- Application packets must include a completed application and a completed packet checklist.

- The grant panel will consist of the City Manager, Assistant City Manager, Police Chief (or designee), and Fire Chief (or designee).
- The grant panel will consider all applications which comply with the program guidelines.
- Applicants requesting funds must sign an agreement with the City of Ontario.
- Grant funds will be distributed to the applicant upon completion of the approved phases and inspections conducted by the grant panel. Proof of payment (invoices and receipts) and an “after” picture are required.
- After implementation, a member of the grant panel will inspect the project.
- Changes in originally approved work specifications must be approved by the grant panel prior to any changes being implemented.
- Approved changes in the work verification will be attached to the original applications dated and signed by the grant panel.
- Deviations from an approved plan may disqualify the applicant from this grant program.



RESOLUTION #2021-122

**A RESOLUTION ADOPTING THE GRANT GUIDELINES AND APPLICATION FOR
THE ONTARIO SECURITY GRANT PROGRAM**

- WHEREAS,** The City Council Strategic Plan prioritizes growing and retaining businesses under strategy 4: The Business Climate of the Growth goal; and
- WHEREAS,** It is the desire of the City Council to support businesses and deter crime in our commercial zones; and
- WHEREAS,** The Budget Committee approved \$25,000 for a grant program to improve business security.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to adopt the Ontario Security Grant Program guidelines and application as included in Attachment A and B, respectively.

EFFECTIVE DATE: Effective July 14, 2021.

PASSED AND ADOPTED by the City Council of the City of Ontario this 13th day of July 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 13th day of July 2021.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
July 13, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2021-123: BID AWARD FOR 2020 SANITARY SEWER PROJECT
AND CDBG PROJECT BUDGET AMENDMENT**

DATE: June 25, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2021-123: A RESOLUTION TO AWARD IMCO GENERAL CONSTRUCTION, INC THE CONSTRUCTION CONTRACT FOR THE 2020 SANITARY SEWER PROJECT AND TO APPROPRIATE ADDITIONAL FUNDS FOR THE PROJECT.

SUMMARY:

The City was awarded a CDBG Grant for sanitary sewer line replacement work that will assist in NPDES permit compliance and increase the reliability of the sewer collection system. The City published a public bid for the construction services and received a single bid in the amount of \$2,700,041 which was 15% higher than the engineer's estimate that was developed in the summer of 2020. Most of the funding for the project comes from CDBG grant funds. The City has been awarded the maximum grant award so additional project funds must come from the City's wastewater fund. There is sufficient fund availability to provide the additional match funding. The bid award must be accepted or rejected by July 15.

BACKGROUND:

The City published a public bid for the 2020 Sanitary Sewer Project on May 1, 2021.

CURRENT SITUATION:

The City received one bid in the amount of \$2,700,041.00. The engineer's estimate for the project from the summer of 2020 was \$2,363,450. The sole bid is 15% greater than the engineer's estimate. The increase in price is due to the current market price escalation for materials and in speaking with other plan holders and potential bidders the current level of construction work in the area as well as volatility in material price were major factors in the bid outcome.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan as it assists in NPDES compliance as well as improving the reliable operation of the sewer collection system.
- B. **FINANCIAL** The project is primarily funded with CDBG Grant funds and the match requirement is being provided by the wastewater fund where funding is sufficient to cover the expense.
- C. **TIMING** The bid opening was June 15 and the City must provide notice of award by July 15.
- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to expend funds per ORS 294.

The City Council is required to approve large contracts.

ALTERNATIVES:

The Council could reject the bid award requiring re-publication of the bid. Staff does not believe that re-bidding the project will result in lower costs.

The Council can award the bid and amend the CDBG budget with or without contingency.

RECOMMENDATION:

Staff recommends approval of Resolution #2021-123, and award of the 2020 Sanitary Sewer Project to IMCO General Construction Inc. and amendment of the CDBG with 5% contingency.

ATTACHMENTS:

- 1. Notice of Award for IMCO
- 2. Resolution #2021-123 CDBG



131 SW 5th Ave, Suite A
Meridian, ID 83642

(208) 288-1992

June 24, 2021

City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

Re: **City of Ontario – 2020 Sanitary Sewer Project - CDBG
Recommendation of Notice of Award**

Mr. Mayor and Council Members:

On June 15, 2021, the City of Ontario received one bid for construction of the 2020 Sanitary Sewer Project - CDBG. While only one bid was received seven prime bidders downloaded the plans and several email correspondence and phone conversations were had with some prime bidders leading up to the bid opening, showing interest in the process. Based on conversations with some of the plan holders that did not submit a bid, the City receiving only one bid was due to uncertainty in material prices, labor, and business of the contractor community.

The Engineer's estimate was \$2,363,450 which was prepared during the summer of 2020 (a year ago). The actual bid amount of \$2,700,044.00 is larger than the estimate by about 15%. We have seen a significant construction and material cost increase over the last several months and with the uncertainty of the construction industry and the current unknowns we do not anticipate seeing a drop in price if the project were to be rebid.

Keller Associates recommends that the City of Ontario issue a Notice of Award to the low bidder, who is The IMCO General Construction, Inc. in the amount of \$2,700,044.00 assuming the City has sufficient funds to do so. Based on our review, their bid package is complete and responsive.

Contact me at 208-288-1992 with any questions.

Sincerely,

KELLER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Ryan V. Morgan", is written over a horizontal line.

Ryan V. Morgan, P.E.
Project Manager

Enclosures



RESOLUTION #2021-123

**A RESOLUTION TO AWARD IMCO GENERAL CONSTRUCTION, INC THE
CONSTRUCTION CONTRACT FOR THE 2020 SANITARY SEWER PROJECT AND TO
APPROPRIATE ADDITIONAL FUNDS FOR THE PROJECT**

- WHEREAS,** The City has a budgeted CDBG Project for a large Sanitary Sewer Project; **and**
- WHEREAS,** The City received one bid for the project which was over the amount budgeted in 2021-2022 due to the escalation in pricing for materials; **and**
- WHEREAS,** The City Council would like to award the construction contract to IMCO General Construction, Inc; **and**
- WHEREAS,** The City desires to modify the 2021-2022 budget in order to appropriate the additional funding.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2021-2022 budget:

Line Item	Item Description	FY 21-22 Budget	Amount of Change	Adjusted Budget
SEWER FUND				
110-165-719326	CDBG Sewer Project	\$2,500,000	\$434,744	\$2,934,744
110-000-456000	CDBG Grant	\$2,450,000	\$50,000	\$2,500,000
110-165-871000	Event Expenses	\$2,102,738	\$384,744	\$1,717,994

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 13th day of July 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 13th day of July, 2021.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
July 13, 2021**

To: Mayor and City Council

FROM: Al Cablay, Public Works Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: APPROVAL OF THE PURCHASE OF THE 2021 VACTOR TRUCK

DATE: July 6, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE PURCHASE OF A 2021 VACUUM TRUCK (VACTOR) AS A REPLACEMENT OF THE 2010 VACUUM (VACCON) TRUCK.

SUMMARY:

The City owns and maintains over 78 miles of wastewater/sanitary sewer lines within the city. Under State and Federal law, the lines must be regularly cleaned and repaired to insure reliable transmission of sewage flows. The Public Works Department (Jacobs Company) has successfully cleaned the entire Wastewater-Sanitary Sewer Collection System every three years.

In addition the City has approximately 56 miles of storm drain collection lines and 1,450 catch basins that this same piece of equipment is also utilized in annual cleaning operation efforts.

BACKGROUND:

The unit scheduled for replacement is a 2010 VACCON on an International 7500 Model Chassis and has logged over 41,050 miles with over 7,215 hours of use. Together with the Department Director it is the opinion of Operations Manager, Wastewater Supervisor and Street Supervisor the current piece of equipment has reached its service life as a front line maintenance truck.

CURRENT SITUATION:

The purchase includes the trade-in value of \$40,000 for the 2010 VACCON Truck toward the purchase of the 2021 VACTOR Truck. This value represents 8% of the total price of \$495,800.

When the trade-in value is applied toward the total price and an additional manufacturer's discount of \$6,500 leaves a balance of \$449,299.49 due and payable upon delivery.

ANALYSIS:

- A. **STRATEGIC PLAN** Acquisition of this equipment very broadly supports the strategic plan, but does not specifically apply to any task or activity.
- B. **FINANCIAL** This equipment is budgeted in the FY 21-22 Adopted Budget for \$450,000 under the Wastewater Treatment Fund.
- C. **TIMING** The equipment was ordered in May 19, 2021.
- D. **POLICY/LEGAL** This new addition to City's Fleet and Equipment include features that will help the City meet the rigorous cleaning requirements required of the City's Collection System.

ALTERNATIVES:

The options available to the City Council are:

- 1. Accept recommendation to purchase the 2021 VACTOR Truck to replace the existing 2010 VACCON Truck.
- 2. Reject the recommendation and retain the current 2010 VACTOR Truck.

RECOMMENDATION:

Staff recommends Option 1, to approve the purchase of the 2021 VACTOR Truck for the terms submitted per Sourcewell Contract Billing Pricing No.122017-FSC for the total price of \$ 449,299.49.

ATTACHMENTS:

- 1. 2021.VACTOR.Bid

METROQUIP

VACTOR[®]

Subsidiary of Federal Signal Corporation



SOURCEWELL CONTRACT PRICING #122017-FSC

CITY OF ONTARIO - VACTOR 2100I	
2021 Vactor 2100i PD, 18" Vacuum, 12 Yrd Debris, 1500 Gal Water - See Specs	\$360,975.09
2022 Kenworth T880, X15 500 HP, Allison 4500 RDS - See Specs	\$125,135.00
Dealer Costs - Pre-Delivery Inspection, Freight, Etc.	\$9,689.40
MetroQuip Customer Discount	-\$6,500.00
VACCON TRADE-IN	-\$40,000.00
TOTAL	\$449,299.49

MAY 19, 2021

PRICING VALID THROUGH JULY 2021

List Summary

Order Qty	Part Number	Description	List Price
1	2112P-18	2100i PD, 18" Vacuum, 12 yrd Debris, Combo	\$248,636.22
1	2018P	Additional Water, 1500 Gal Total (12 yrd)	\$4,106.98
1	5002PA	80 GPM/2500 PSI	\$0.00
1	011PSTD	Aluminum Fenders	\$0.00
1	012PSTD	Mud Flaps	\$0.00
1	014PSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016PSTD	Color Coded Sealed Electrical System	\$0.00
1	018P	Remote Pendant Control With 35' Cord	\$1,349.27
1	019PASTD	Intuitouch Electronic Package	\$0.00
1	020PSTD	Double Acting Hoist Cylinder	\$0.00
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects	\$0.00
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030PSTD	Flexible Hose Guide	\$0.00
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045PSTD	Suction Tube Storage - 4 Pipe	\$0.00
1	046PSTD	1" Nozzle Pipe	\$0.00
1	048PSTD	10' Leader Hose	\$0.00
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005PSTD	Dual Stainless Steel Float Shut Off System	\$0.00
1	1016PSTD	Microstrainer Prior to Blower	\$0.00
1	1024PSTD	Debris Body Vacuum Relief System	\$0.00
1	1031PSTD	Debris Deflector Plate	\$0.00
1	1033PSTD	60" Dump Height	\$0.00
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	\$0.00
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	\$0.00
1	2022PSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023PSTD	Liquid Float Level Indicator	\$0.00
1	3019PSTD	Digital Water Pressure Gauge	\$0.00
1	4006PSTD	Joystick Boom Control	\$0.00
1	4010PSTD	Boom Hose Storage, Post for 10 x 15 RDB	\$0.00
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
1	5011PSTD	3" Y-Strainer @ Water Pump	\$0.00
1	5012PSTD	Performance Package	\$0.00
1	5014PSTD	1" Water Relief Valve	\$0.00
1	5015PSTD	Midship High Pressure Coupling	\$0.00
1	5022PSTD	Side Mounted Water Pump	\$0.00
1	6005PDSTD	Digital Hose Footage Counter	\$0.00
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00
1	6009PSTD	Hose Reel Chain Cover	\$0.00
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	\$0.00
1	6017PSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00
1	7003PSTD	Water Pump Hour Meter	\$0.00
1	7004PSTD	PTO Hour Meter	\$0.00
1	7005PSTD	Hydraulic Oil Temp Alarm	\$0.00
1	7007PSTD	Tachometer & Hourmeter/Blower	\$0.00
1	8000PSTD	Circuit Breakers	\$0.00

1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00
1	9002PSTD	Tow Hooks, Front	\$0.00
1	9002PSTD	Tow Hooks, Rear	\$0.00
1	9003PSTD	Electronic Back-Up Alarm	\$0.00
1	S390BSTD	7" Vacuum Pipe Package	\$0.00
1	S560STD	Emergency Flare Kit	\$0.00
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.00
1	010P	48w x 22h x 24d Curbside Toolbox with Lighting	\$250.26
1	1003P	Debris Body Washout	\$1,544.24
1	1007P	6" Rear Door Butterfly Valve, 3:00 position	\$823.53
1	1008PF	6" Rear Door Knife Valve w/Camlock, Air Actuated w/ Port & Fixed Basket Screen, 6:00 Position	\$2,094.23
1	1009PD	Full Rear Door Swinging Screen	\$787.64
1	1010PB	Pump Off Ports and Programming	\$2,410.45
1	1014P	Centrifugal Separators (Cyclones)	\$5,399.99
1	1015PG	Folding Pipe Rack, Curbside, 7" Pipe	\$1,070.88
1	1015PBR	Rear Door Pipe Rack Removed	\$0.00
1	1022P	Rear Door Splash Shield	\$1,572.37
1	1023P	Lube Manifold	\$2,334.79
1	1023PA	Plastic Lube Chart, included with Lube Manifold	\$0.00
1	1025P	Flat Rear Door Ports	\$250.26
1	1026P	Debris Body Vibrator, Electric	\$2,748.01
1	2004P	Continuous Water Tank Fill	\$1,759.58
1	2006P	Air Purge	\$1,323.08
1	3015PA	Hot Shift Blower Drive (automatic Transmission)	\$1,493.80
1	3017P	Blower High Temp Safety Shutdown	\$531.56
1	3020P	Digital Water Level Indicator	\$687.73
1	3021P	Digital Debris Body Level Indicator	\$921.50
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom	\$22,069.44
1	4016PA	Heavy Duty RDB Hose	\$1,498.65
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,181.60
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB	\$578.12
1	4020P	Anti Splash Valve	\$384.12
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$1,754.73
1	5015P	High Pressure Couplers, Front and Rear	\$616.92
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes	\$3,932.38
1	5029P	Cyclone Washout System	\$495.67
1	5029PA	RDB Washout Coupling	\$107.67
1	6003PC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,791.59
1	6007PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller	\$5,204.05
1	6008P	Hose Reel Manual Rewind	\$523.80
1	6013P	Hydraulic Tool Package	\$1,476.34
1	6014PA	2 High Pressured Hose Reels	\$2,872.17
1	6019P	Rodder Pump Drain Valves	\$499.55
1	8001PM	Rear Directional Control, LED Arrowstick	\$1,798.38
1	8005P	H.A.L.O. (Handsfree Accessory Light Option)	\$2,897.39
1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,292.18
1	8027P	LED Mid-Ship Turn Signals	\$544.17
1	8028P	Worklights (2), LED, 10 x 15 RDB	\$804.13
1	8029P	Worklights (2), LED, Rear Door	\$653.78

1	8029PA	Worklight, LED, Operators Station	\$599.46
1	8029PB	Worklight, LED, Hose Reel Manhole	\$599.46
1	8029PC	Worklight, LED, Curb Side	\$594.61
1	8029PD	Worklight, LED, Street Side	\$594.61
1	9021PB	Camera System, Front, Rear and Both Sides	\$1,211.53
1	9023P	Safety Cone Storage Rack - Drop in Style	\$164.90
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$1,995.29
1	9070PB	Long Handle Tool Storage	\$352.11
1	9072PBL	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d - with Lighting	\$1,860.46
1	9074PAL	Toolbox, Driver Side Subframe, 18w x 24h x 24d - with Lighting	\$1,581.10
1	P112STD	Machette Hydro X Nozzle	\$845.00
1	P124STD	Marksman Lift Station Cleaning Nozzle	\$845.00
1	LOGO-LOOSE	Vactor/Guzzler Logos - Shipped Loose	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	Chassis- Mod	Chassis Modifications Charges	\$485.00
1	PSPT455A-E	2022 Kenworth T880 6x4, 500 HP, Auto, 66,000 GVWR, 2013 Emissions	\$125,135.00
1	R41240	Tool box, LIGHTED, 18W x 36H x 96D,ALUM; Two slide out trays; Located at bottom of toolbox.	\$4,356.27
1	R34847	High pressure hose reel - Front bumper mounted (oriented towards curbside)	\$0.00
1	R28471	Storage Basket Expanded Metal w/fold down door. Located behind tandem and in between rear bumper street and curb side.	\$2,382.32
1	R28470	Long handle tool storage - w/additional storage provisions. NOTE:SHIP LOOSE	\$1,147.51
1	R35011	THREE STROBE LIGHTS AT FRONT OF UNIT.	\$2,287.26

Chassis Source - Customer Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Certified Unit Weights Required? - No

Chassis Note: None



Customer Quote

Equipment

Quantity:	1	
Truck Price:	\$253,526	
Dealer Options:	\$0	
Extended Warranty:	\$0	
Equipment Price:	\$185,074	
Surcharges Not Subject to Discount:	\$0	
Options Not Subject to Discount:	\$0	
Factory Freight Cost:	\$2,625	
Total Equipment Price:		<u>\$187,699</u>

NET Sale Price:

\$125,135

Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$0
Fees:	\$0
Other:	\$0

Quotation Total:

\$125,135

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.



CIT TRUCKS - PERU (C251)
2650 MAY ROAD
PERU, Illinois 61354

VACTOR MANUFACTURING
1621 S ILLINOIS ST
STREATOR, Illinois 61364
United States of America

Grant Magerkurth
Cell Phone:
Office Phone: 815 224-4410
Email: gmagerkurth@cittrucks.com

Jared Dippel

Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	POKT500A2022	G.C.W. (lbs):	66000
Description 2:	City of Ontario		
Application		Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the cons	Class A (Highway)	85
Commodity:	Excavated earth.	Class B (Hwy/Mtn)	10
Body		Class C (Off-Hwy)	5
Type:	Vacuum tank.	Class D (Off-Road)	0
Length (ft):	23	Maximum Grade:	6
Height (ft):	13.5	Wheelbase (in):	268
Max Laden Weight (lbs):	4000	Overhang (in):	88
Trailer		Fr Axle to BOC (in):	74
No. of Trailer Axles:	0	Cab to Axle (in):	194
Type:		Cab to EOF (in):	282
Length (ft):	0	Overall Comb. Length (in):	404.5
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	\$ List	Weight
Model				
0000810	S	T880 Series Conventional	206,646	14,844
0070060	S	T880	0	0
0072001	O	Chassis operation will include stationary application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080055	O	CARB Idle Emissions Reduction - Cummins	100	0
0090000	S	Non-Sleeper w/rear axle capacity less than 59K.	0	0
Engine & Equipment				
0130322	O	X15 500V 500@2000 1650@950 2021 with Intebrake, Productivity Series N09200 C399 120...Standard Maximum Speed Limit N09260 C121 64...Maximum Accelerator Pedal Ve N09440 C234 NO...Engine Protection Shutdown (N09460 C231 NO...Gear Down Protection (C231) N09580 C133 5....Timer Setting (C133) N09680 C233 NO...Idle Shutdown Manual Overrul N09480 C132 1400...Max PTO Speed (C132) N09300 C128 64...Maximum Cruise Speed (C128) N09500 C239 NO...Cruise Control Auto Resume (N09520 C238 NO...Auto Engine Brake in Cruise N09780 C190 80...High Ambient Temperature Thr N09740 C188 40...Low Ambient Temperature Thre N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60...Timer For Impending Shutdown N09560 C225 YES...Enable Idle Shutdown Park Br N09420 C333 0....Reserve Speed Limit Offset (N09380 C334 0....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09400 C401 10...Maximum Active Distance (C40 N09220 C402 0....Expiration Distance (C402) N09540 C395 0....Expiration Distance (C395) N09240 C209 120...Hard Maximum Speed Limit (C2 N09760 C189 60...Intermediate Ambient Tempera N09640 C206 35....Engine Load Threshold (C206)	7,420	465
1000151	S	PremierSpec	0	0
1000244	O	Gearing Analysis: Balance power/economy blend results.	0	0
1000256	O	Customer's Typical Operating Spd: 64 MPH	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Override	0	0
1000891	O	Eff EIST NA Expiration Miles	0	0
1002080	O	Air compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 engines	0	0
1051200	S	Air Cleaner: composite firewall mounted PACCAR or Cummins engines	0	0
1105207	O	Fan Hub: Horton Variable Speed for Cummins X15 This belt driven fan drive is available on all X15 powered units over 500 HP	235	0
1123555	S	Cooling module: 1330 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	0
1247234	S	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	-5	0
1290118	U	TAILPIPE 5" SINGLE 18" CURVED	-20	0
1321109	O	Fuel Filter:PACCAR Standard Service Interval Fuel/Water Separator. 2017 and Later Emissions	0	0
1321205	S	Run Aid:Fuel Heat *For Fuel Filter	0	0
1321300	O	Start Aid:None *For Fuel Filter	0	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	222	6
1504005	O	Immersion block heater 120V 1500W w/plug under door on C500, T660, T800 & W900.	136	2
1509029	O	Shutoff valves for trailer heat with hoses routed at minimum 3 feet BOC/BOS. Installation includes shutoff valves on a loop of hose routed to 3' BOC/BOS. Trailer heat application not to exceed 12 kW (680 BTU/min) of heat draw from the engine. For applications requiring a significant amount of heat (6-12 kW, Ex: heating a tanker), the engine must be warmed up before opening shutoff valves allowing coolant to flow. A separate coolant heater is recommended for applications requiring more heat.	204	0
1816260	S	Alternator: PACCAR 160 amp, brush type	0	0
1821225	O	Batteries: 2 PACCAR GP31 threaded post (1000) 2000 CCA starting.	-275	-59
1836106	O	Mitsubishi 105P55 12V Starter with Cummins and PX	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
		PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.		
1840065	S	12V low voltage disconnect for starter battery protection.	0	0
1901017	S	Remote PTO/Throttle, 12-Pin, Engine Bay Remote Control Provision	0	0
1901078	O	J1939 HARNESS EXTENSION UNDER HOOD AT FIREWALL, DRIVER SIDE	155	0

Transmission & Clutch

2016158	O	Transmission: Allison 4500RDS 6-speed w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	25,288	280
2349099	U	S/C:2349006:JACKSHAFT INSTALL <i>Narr S/C:2349006:JACKSHAFT INSTALL 2349006:JACKSHAFT INSTALLATION: INCLUDES 2 CENTERBEARINGS AND 2 CROSSM</i>	3,558	0
2405899	U	S/C:2405815:3 1810 W/ 1 CB	1,858	0
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410099	U	ACTUAL CODE: 2410072: AUTO NEUTRAL NOT REQUIRED THIS APPLICATION	0	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0	0
2410204	O	Delete Allison Fuel Sense	0	0
2410310	O	Allison Neutral at Stop Stand-Alone Not applicable with Allison Fuel Sense	513	0
2410433	U	Allison 5th Gen RDS PKG 172 for 3000,	0	0
2429378	O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
2460068	U	Optional Trans Cooler Relocated <i>Narr Optional Trans Cooler Relocated REQUIRED FOR BODY INSTALL</i>	663	0
2495023	O	Two steel centerbearing crossmembers installed with heavy-duty aluminum gussets replacing standard.	260	70

Front Axle & Equipment

2506181	O	Dana Spicer D2000 Front Axle rated 20K standard track.	686	-27
2621078	O	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	-512	-46
2690013	O	Front Brake Drum: 20,000 lbs. Meritor X30 light weight 16-1/2x6 in.	-46	58
2701319	S	Front Hubs Aluminum hub pilot 20,000 lbs. 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
2741970	S	ConMet PreSet Plus Hub package; front axle.	0	0
2750001	S	Hubcap: front vented.	0	0
2765001	O	Front Auto Slack Adjuster.	0	0
2866020	S	Front Springs: Taperleaf 20K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	0	0
2893642	O	Dual power steering gear: 16-22K TRW THP60 Not for use on T3.	44	54
2899336	S	Power Steering Cooler:Radiator Mounted Air-to-Oil	0	0
2900024	O	Front Frame Raised: 1 in.	45	0
Rear Axle & Equipment				
3144183	O	Dual Dana Spicer D46-172HP rear axle rated at 46K. w/ 16mm housing and 2.06in. shaft diameter. Includes pump. Tandem rear axles.	1,161	-156
3200430	O	Rear Axle Ratio - 4.30.	0	0
3334004	S	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0	0
3392005	S	Dual Rear Brake Drums: cast.	0	0
3403460	O	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	-38	104
3407046	O	Longer studs for aluminum wheels w/ steel hub pilot wheels.	19	6
3441972	S	ConMet PreSet Plus Hub package; dual rear axle.	0	0
3465002	S	Dual Rear axle automatic slack adjusters.	0	0
3485207	S	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	0	0
3495226	O	Bendix 4S/4M anti-lock brake system.	-3,741	0
3500037	O	Interaxle driveline:1 Dana 1710 Series	-208	0
3747460	O	Rear suspension: Tandem Hendrickson RT463 46K. 54 in. axle spacing. Steel beams & barpin bushing. 6 in. saddle height. Unladen Height: 11.1 in. Laden Height: 10 in.	-312	689
3830145	O	Delete standard heavy-duty air springs for rear suspension.	-47	-28
Tires & Wheels				
4077533	S	Front tires: Bridgestone M864 425/65R22.5 20PR All Position, On/Off Highway, Wide-base tire.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
4277545	O	Rear Tires: Bridgestone M713 Ecopia 11R22.5 14PR. Code is priced per pair of tires.	-160	56
4900008	O	Rear Tire Quantity: 8	0	0
5045216	O	Front Wheel: Alcoa 82362 22.5x12.25 aluminum, with LM One [TM] finish, hub-pilot mount. 11400lb. maximum rating. Super single. Standard track axles may be over 102 in. w/425 tires. Air disc brake compatible.	-120	-10
5242285	S	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	0	0
5853906	S	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	Rear Wheel/Rim Quantity: 8	0	0

Frame & Equipment

6054600	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	413	393
6141600	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in.-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	2,331	773
6309910	U	Delete bumper: Requires a bumper setting code.	-426	-40
6319485	S	48.5 in. Bumper setting. Requires a bumper code.	0	0
6391201	O	Custom Frame Layout: one chassis CFL A/D: BRKT #G11-6005M04, MOUNT UNDER LH RAIL PER CUST SUPPLIED DRWG CFL A/T: 2 AIR TANKS UNDER BBOX, 2 AIR TANKS IN AFTERFRAME CFL BBX: LOCATE AS CLOSE AS POSSIBLE TO DPF/SCR CFL C/M: CROSSMEMBER AND FRAME DRILL PER CUST SUPPLY DRWG PREVIOUS CHASSIS 449043 CFL DEF: LOCATE AS CLOSE AS POSSIBLE TO FUEL TANK CFL F/T: CUST DRWG #504400N REVC, SAME AS 449043	1,380	0
6400636	O	Battery box cantilever aluminum BOC with fiberglass cover.	127	8
6409902	O	Battery box location: RH Side.	116	15

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Sales Code	Std/ Opt	Description	\$ List	Weight
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0	0
6679995	O	Customer will install structural end-of-frame crossmember before vehicle is placed in service.	0	0
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0	0
6790003	O	Special frame drill: dealer to provide drawing with dimensions and revision level. Acceptable hole diameters range from 10.2 mm to 40.4 mm. Preferred file format is .pdf. Not for use for rear suspension, fifth wheel or other published frame drilling code. Does not replace clear frame space requests or custom frame layout. <i>Narr CUST DRWG #504400N REVC, SAME AS PREV 449043</i>	1,797	0

Fuel Tanks & Equip

7210090	O	Fuel Tank: 90 US gallon 24.5in. aluminum under replace. Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck.	140	-4
7722153	S	Small round DEF tank, 14 gallons. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	0
7831008	O	6 in. wide lower fuel tank step, for one 22 in. or 24.5 in. tank LH.	62	2
7881300	O	Welded-in fitting w/ gasket & cover plate for mounting customer-installed fuel tank heater.	43	0
7881310	U	Plate and gasket moved to rear of fuel tank.	50	0
7889203	S	DEF to fuel fill ratio 2:1 or greater.	0	0
7889245	S	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	0	0
7889604	S	DEF tank location is LH.	0	0
7920090	O	Location: 90 gal fuel tank LH under cab	0	0

Cab & Equipment

8025301	S	Cab: Stamped aluminum cab with panoramic curved glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	0
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Sales Code	Std/ Opt	Description	\$ List	Weight
8090604	O	Hood: T880 Standard Length With Mechanically Fastened Fenders. 122.6 inch BBC.	351	15
8108011	S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201047	S	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	220	0
8201051	O	Column Mtd Retarder Control, RH Side Use with Manual & Allison Transmissions Only.	0	0
8201200	S	Adjustable telescoping tilt steering column.	0	0
8205202	U	PTO WIRING W/O DASH SWITCH	28	0
8209999	O	Spare Power Wiring For Customer Installed Devices Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	93	2
8222404	S	GAU: DD VIRTUAL GAUGE - OIL TEMP ENG	46	0
8222413	S	GAU: DD VIRTUAL GAUGE - MANIFOLD PRESSURE BOOST	41	0
8222414	S	GAU: DD VIRTUAL GAUGE - ENGINE PERCENT TORQUE	40	0
8282027	S	MAIN INSTRUMENT PACKAGE: 15" Digital Display. Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0	3
8300008	S	Interior color: Slate Gray	0	0
8330102	S	Interior package: Vantage daycab Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0	0
8390634	S	Rubber floormat	0	0
8410278	O	Driver Seat: GT702 HB with Cloth w/ Vinyl material. The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	241	10

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Sales Code	Std/Opt	Description	\$ List	Weight
8460206	O	Rider Seat: GT701 HB with Cloth w/ Vinyl material. The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. RD seat standard w/ LH armrest.	289	34
8490181	S	Seat Color: Black	0	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	490	0
8698974	O	Base Level Audio System - Daycab:High Performance Door Speakers.	82	2
8700197	S	Turn Signal: Non-Self Cancelling	1	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0	0
8700630	U	Provision for Ram Ball Mounted on Dash	158	0
8700663	S	Kenworth TruckTech+ The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.	0	0
8800372	O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	148	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0	0
8841411	S	Single air horn under cab.	0	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0	0
8865002	S	Aero Mirror: Dual Kenworth Aerodynamic Motorized heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0	0
8871446	S	Rear cab stationary window 19in x 36in	0	0
8890101	S	One-piece bonded-in windshield with curved glass. Standard.	0	0
8890135	S	Exterior stainless steel sunvisor.	945	19
8890348	O	Wheelwell Fender Extension: 4.5 inches	19	1

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Sales Code	Std/ Opt	Description	\$ List	Weight
8890876	S	Kenworth Cab/Sleeper Air Suspension.	0	0
Lights & Instruments				
9010553	S	Headlamps: SAE Dual Halogen Complex Reflector	0	0
9022137	S	Marker Lights: Five, rectangular, LED	0	0
9030016	O	Turn Signal Lights: Flush mounted LED mounted at top of fender wheel arc	0	0
9030052	S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0	0
9090000	O	Daytime Running Lamps.	180	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090049	S	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090115	O	Reflectors: Two Midframe	23	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	160	4
9090302	O	Junction Box: Mounted Behind Cab or Sleeper Not Mounted at End of Frame.	161	1
9090849	O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	48	0
Air Equipment				
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0	0
9140248	O	Locate air dryer under LH rail BOC This code requires the use of a custom frame layout code.	0	0
Extended Warranty				
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0	0
9212611	O	24 Month TruckTech+ Subscription for Cummins Engines	0	0
Miscellaneous				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0	0

Price Level: January 1, 2020
Deal: POKT500A2022
Printed On: 5/19/2021 9:51:52 AM

Date: May 19, 2021
Quote Number: QUO-746455-J0L0M7



Sales Code	Std/ Opt	Description	\$ List	Weight
9491659	S	VMUX Architecture	0	0

Promotions

Paint

9700000	O	Paint color number(s).	0	0
		N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK		
9943004	O	Bumper Unpainted	0	0
9943050	O	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Order Comments



Total Weight

17,549

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
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**AGENDA REPORT
NEW BUSINESS
July 13, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: NEGOTIATIONS WITH ONTARIO RURAL FIRE PROTECTION DISTRICT

DATE: July 1, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE AN EXTENSION OF THE AGREEMENT WITH THE RURAL FIRE PROTECTION BOARD.

AND

APPOINT _____ TO BE THE COUNCIL PARTICIPANT IN THE NEGOTIATIONS WITH THE ONTARIO RURAL FIRE PROTECTION DISTRICT.

OR

I MOVE THAT THE CITY AUTHORIZE THE CITY MANAGER TO NEGOTIATE ON THE COUNCIL'S BEHALF WITHOUT THE PRESENCE OF A CITY COUNCIL MEMBER.

SUMMARY:

The City of Ontario needs to negotiate a long-term extension of its contract with the Ontario Rural Fire Protection District. Conducting a review of a staff cost study with a private firm has stalled negotiations. We are ready to proceed negotiating and need a short term extension. Additionally, the Council needs to decide if they would like a Council member to participate in the negotiating process.

BACKGROUND:

The city has a long-standing relationship with the Ontario Rural Fire Protection District (ORFPD). Essentially, the city shares a fire department with the ORFPD. The city's current agreement with the district expired on June 30, 2021. The district has its own taxing power and elects its own members. They cover approximately 100 square miles of area outside of the Ontario city limits.

The city and district have an operations agreement where the district pays directly for costs of the fire department according to the long-standing agreements. In addition to operations, the district has either completely paid for capital items or shared the cost of capital items.

The district provides contracted services to the Snake River Correctional Institute (SRCI). That contract was renewed for a ten year period and the district recovered additional revenue to serve the fire protection needs of SRCI. That demand for service ultimately impacts the services the city fire department renders to the district.

CURRENT SITUATION:

The immediate need is to have a written extension of the Intergovernmental Agreement (IGA) so that the city and the district still have a formal relationship.

The city's contract with the district allows for a City Council person to participate in the negotiations if desired. If the City Council would like to have someone participate in the negotiations, they should designate someone at this time.

ANALYSIS:

- A. **STRATEGIC PLAN** The contract with the Ontario Rural Fire Protection District supports the city's financial stability strategic goal. The Council would like the Fire Protection District to support their own operations.
- B. **FINANCIAL** Key to the negotiation of the contract with the Ontario Rural Fire Protection District was the settling of the 3-year negotiation process of the Fire Protection District. That wrapped up in late 2020.

Staff conducted a financial analysis of the Rural Fire District. The City Council asked that an accounting firm validate the study conducted by staff prior to negotiations. That study wrapped up with minor edits made by both staff and Nichols Accounting Group. The study shows that the city is currently subsidizing the rural district fire operations by a significant amount.

- C. **TIMING** The contract expired on June 30, 2021. Staff is requesting a 3-month extension of the IGA so that we can negotiate a new contract between the City and the Fire Protection District.

Since the study is wrapped up with Nichols Accounting, we can proceed with the negotiations. The city can appoint a Council person to participate in the negotiation. Staff is requesting that the Council appoint a member, if so desired, to participate in the negotiations.

- D. **POLICY/LEGAL** Authority to approve Intergovernmental Agreements lies with the City Council. Appointment of a member of the Council to serve on the negotiating team must be done by the City Council.

ALTERNATIVES:

Take No Action - Without action, there will be no active agreement with the Ontario Rural Fire Protection District.

RECOMMENDATION:

Staff recommends the City Council approve the 90-day Intergovernmental Agreement and appoint a member of Council to participate in negotiations.

ATTACHMENTS:

1. AGMT_CC_Rural Fire Extension Agreement_7 1 2021
2. Draft_City of Ontario Agreed Upon Procedures Report v2

EXTENSION OF ADDENDUM #12 TO
AGREEMENT TO PROVIDE FIRE SUPPRESSION AND OTHER SERVICES

THIS Extension Agreement is entered into this _____ day of _____, 2021, between the Ontario Rural Fire Protection District No. 7-302 ("District") and the City of Ontario, a municipal corporation ("City").

WHEREAS, on February 3rd, 1999, City entered into an Agreement to Provide Fire Suppression and Other Services with District, which Agreement was amended by Addendum, dated February 22nd, 2000, by Addendum dated February 20th, 2001, by Addendum dated March 7th, 2002, by Addendum dated February 4th, 2003, by Addendum dated March 1st, 2004, by Addendum dated January 18th, 2005, by Addendum dated February 6th, 2006, by Addendum dated March 5th, 2007, by Addendum #9 dated March 3rd, 2008, by Addendum #10 dated May 7; by Addendum #11 dated July 1, 2010; and by Addendum #12 dated February 16, 2016, which expired on June 30, 2021.

WHEREAS, the parties desire to extend the Agreement based on Addendum #12 for an additional three months.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Agreement between the parties based upon Addendum #12 is hereby extended through September 30, 2021.

IN WITNESS WHEREOF, this Extension Agreement has been executed as the day and year first above written.

Mayor Riley J. Hill
City of Ontario

Chairman Clayton Kramer
Ontario Rural Fire Protection District

**INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES**

To the City of Ontario
444 SW 4th Street
Ontario, OR 97914

We have performed the procedures enumerated below on the Rural Fire Department Cost Estimate. City of Ontario's management is responsible for the Rural Fire Department Cost Estimate. The City of Ontario and Adam Brown, City Manager, have agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose required by a judge as part of the City's contract negotiations with the Rural Fire Department District. This report may not address all the items of interest to a user of this report and may not meet the needs of all users of this report, and as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Summary

- Based on the Rural Fire Department Cost Estimate, the annual cost to run the Rural Fire Department is \$282,832, calculated as follows:

Facilities	\$4,002
Training	789
Ancillary Support	16,862
Personnel	170,866
Equipment	47,195
Insurance – Fixed Assets	931
Insurance – Vehicles	4,333
Insurance – Mobile Equipment	2,162
Capital Purchases	<u>35,692</u>
Total	\$282,832

\$282,832 appears accurate. See 1 below for procedures performed on a test basis to evaluate accuracy.

- Based on the Rural Fire Department Cost Estimate, the average annual amount paid by the Rural Fire District to the City from 2009-2019 was \$140,697, calculated as follows:

Rural Fire Annual Contract with City	\$111,572
Average 2009-2019 Voluntary Capital Purchased by Rural Fire District	<u>23,300</u>
Total	\$134,872

\$134,872 appears accurate. See 2 below for procedures performed on a test basis to evaluate accuracy.

The procedures and associated findings are as follows:

- Evaluated accuracy of the Rural Fire Department Cost Estimate:

- a. From the City Contract worksheet, selected all expense line items with a Total Cost over \$100,000 and inspected detailed support to verify the accuracy of the expense amount. No exceptions noted.
 - b. From the City Contract worksheet, randomly selected five expense line items and inspected detailed support to verify accuracy. Of the five lines tested, three had small errors resulting in a reduction in cost of \$311 which has been reflected in the calculation above. Two errors were caused by a change in the insurance coverage for mobile equipment made after the initial model was completed. One error was caused by a typo.
 - c. From the City Contract worksheet, selected all Rural Fire Department cost allocation percentages and inspected detailed support to verify the accuracy of the allocation %. Of the Rural Fire Department cost allocation percentages tested, one had a revision resulting in an increase in cost of \$1,107 which has been reflected in the calculation above.
 - d. Of the items tested, all but three agreed to the provided source documents. The three items that did not agree were related to a change in the insurance coverage for mobile equipment and an updated percentage allocation for Fire Station #2.
2. Evaluated accuracy of historical payments made from Rural Fire Department to the City of Ontario:
 - a. Inspected 2009-2019 contract and agreed annual rate of \$111,572 to the contract signed in 2016. No exception noted.
 - b. Inspected support for two voluntary capital purchases made by the Rural Fire District between 2009-2019 that are included in the average calculation of \$29,125. No exceptions noted.

We were engaged by the City of Ontario to perform this agreed-upon procedures engagement and conduct our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion on conclusion, respectively, on Rural Fire Department Cost Estimate. Accordingly, we do not express such an opinion. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City of Ontario and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of Adam Brown, City Manager, and the City of Ontario and is not intended to be and should not be used by anyone other than these specified parties.

Nampa, Idaho
July 1, 2021



**AGENDA REPORT
NEW BUSINESS
July 13, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: NEW WATERLINE TO SERVE TREASURE 200 PARCEL AND OTHER FUTURE CUSTOMERS

DATE: July 6, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL CONSENT TO ADJUSTING THE UTILITY CAPITALIZATION FUND (UCF) TO ADDRESS UPSIZING APPROXIMATELY 750LF OF WATERLINE FROM 8" TO 12" THROUGH THE SUNSET SUBDIVISION AND INSTALL APPROXIMATELY 50 LF OF NEW WATER MAIN TO SERVE THE TREASURE 200 PROPERTY IN THE FUTURE. THE ESTIMATED BUDGET ADJUSTMENT IS UP TO \$50,000.

SUMMARY:

The city recently appropriated funding to develop engineering plans and specifications to extend both water and sewer service to the Treasure 200 property as part of an economic development plan. The level of service was set at up to two million gallons per day. The design has progressed to the point where the water and sewer alignments have been established for service. The city has been presented with a development application for the Sunset Subdivision, a parcel directly abutting the Treasure 200 parcel and along the selected alignment for providing water service to the Treasure 200 parcel. The project, if approved, provides an excellent opportunity to combine projects by upsizing the waterline through the new subdivision and extending the new main approximately 50' more to avoid impact to the pavement in the future. The new water line will serve the subdivision, Treasure 200 property, and others in the area. The new water line would be installed by the developer to the city's specifications and the city would be responsible for reimbursing the cost of upsizing the pipe from 8" to 12" and for the extension of the main beyond the cul-de-sac.

BACKGROUND:

The city has recently authorized the development of detailed engineering plans and specifications to provide water and sewer to both the Navarette and Treasure 200 properties with the goal of attracting industrial clients to the area. The city has contracted support to

model and design both the water and sewer systems to serve these properties. That process is underway now. Simultaneous to that process, the Sunset Subdivision has been under review at the Public Works Department. Based on direction from the Water Master Plan and the existence of a 16" water main in Sunset already, extending a 12" main through the Sunset Subdivision is the most cost effective way to serve the Treasure 200 property. An easement will be needed for future extension beyond the Sunset Subdivision boundary, but no issues are anticipated.

CURRENT SITUATION:

The project of upsizing the Sunset Subdivision waterline from 8" to 12" was not contemplated during the budgeting session. Therefore, informing the Council of an upcoming budget adjustment is a critical step to ensure the Council's understanding of the situation and its urgency. Today's Council meeting will provide information to the Council regarding the anticipated costs. If Council consensus is given, a Resolution to modify the 2021-2022 budget will be presented at the July 27th Council meeting.

ANALYSIS:

- A. **STRATEGIC PLAN** Upsizing and extension of the water main through the Sunset Subdivision clearly supports the goal of Growth.
- B. **FINANCIAL** The estimated cost for the modification to the budget is up to \$50,000. This funding would be taken out of the Utility Capitalization Fee department.
- C. **TIMING** Timing for this approval is critical, as construction for the Sunset Subdivision will be starting very soon.
- D. **POLICY/LEGAL** Council consent is desired at this time, with Council approval needed for the actual budget modification resolution at the next Council meeting.

ALTERNATIVES:

If this project is not approved, a water main extension could potentially still be run through the property to the south of the Sunset Subdivision (city's Westside Reservoir). Easements would be needed, and the cost would be significantly more, covering the entire cost of water main extension as opposed to just the upsizing cost.

RECOMMENDATION:

Staff recommends consent to modify the UCF budget for up to \$50,000 to cover the upsizing and extension of the water main through the Sunset Subdivision.

ATTACHMENTS:

1. New Water Line to Serve Treasure 200 Parcel to City Council July 13, 2021



New Water Line to serve Treasure 200 Parcel

City Council Meeting
July 13, 2021



Background

- On March 25, 2021, City Council approved engineering design contracts to complete detailed design and specifications for new water and sewer service to the Treasure 200 and Navarette parcels at service levels up to 2 MGD;
- Design work to date has resulted in the selection of a preferred alignment and pipe sizing for new service delivery to each parcel;
- The City recently received a private Development Application along the new water service alignment for the Treasure 200 parcel;
- The proposed development presents an opportunity for the City to partner in the proposed improvements and reduce the cost of providing a new service.



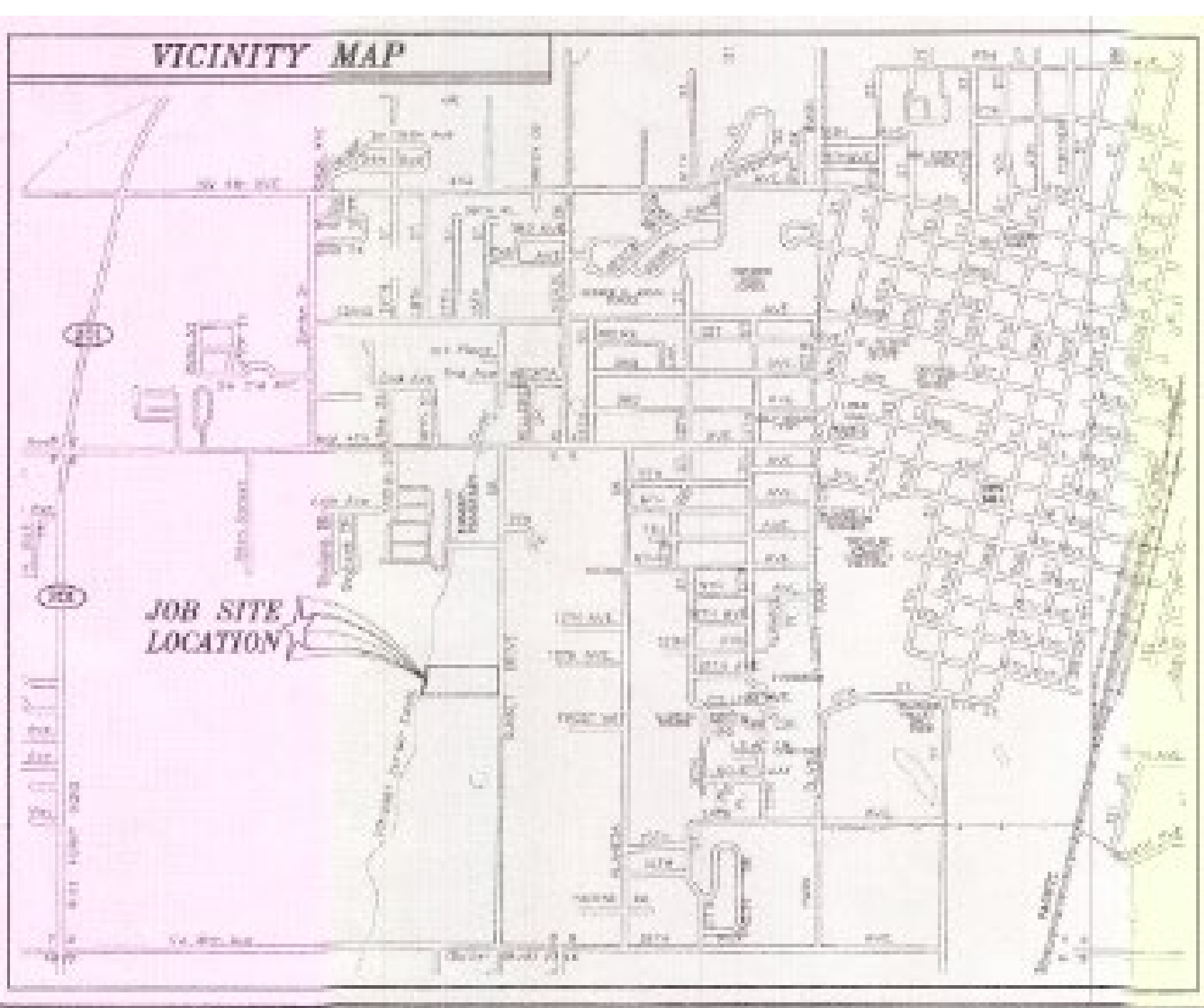


ONTARIO
OREGON



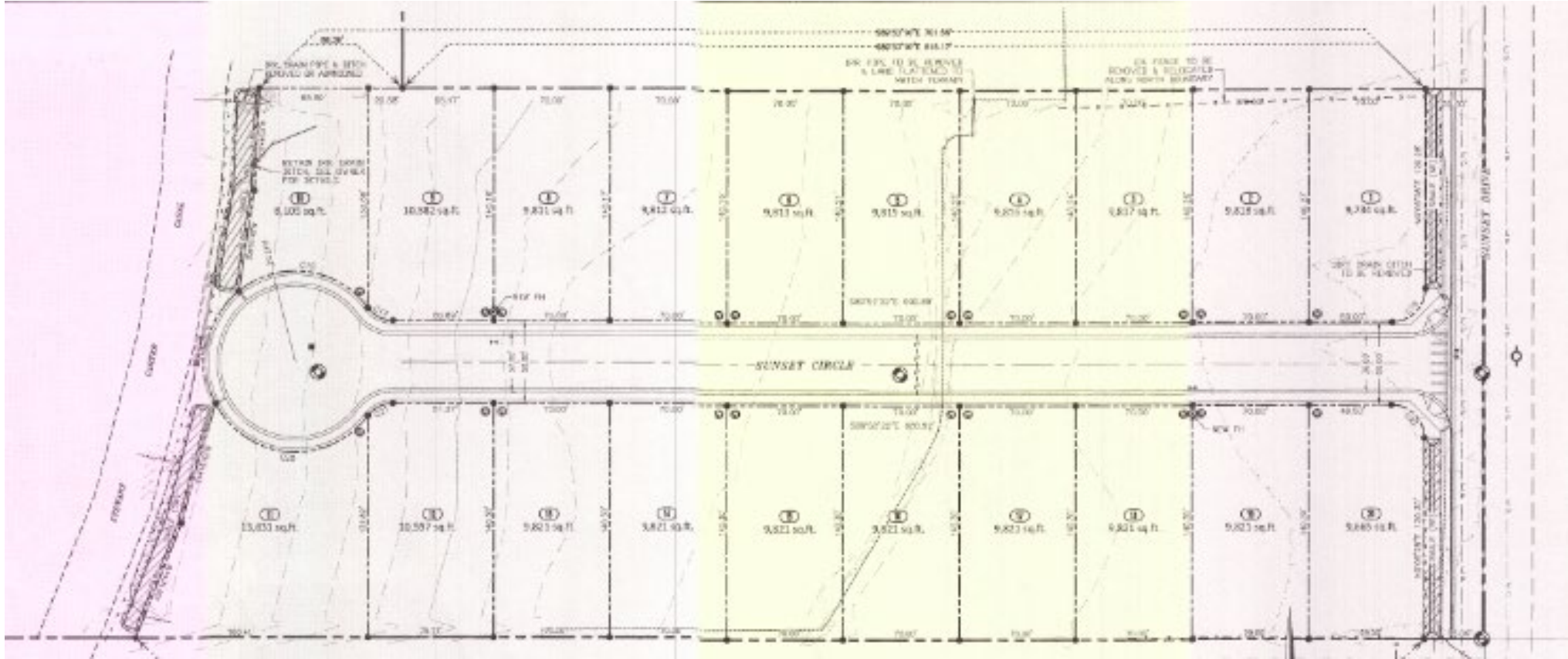


ONTARIO
OREGON





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Partner Opportunity

- The private Developer will contract for the installation of a new 12-inch water line to be constructed in the proposed Sunset Circle Right of Way;
- City to reimburse private Developer for the cost difference from 8-inch line to 12-inch line plus additional footage to back of cul-de-sac 6.



Request for Council Direction

- If appropriate, staff will bring back to Council a budget resolution authorizing an amount not to exceed \$50,000 out of the Utilities Capitalization Fund to upgrade and provide the necessary water service line to serve the Treasure 200 parcel.
- If not appropriate, staff will proceed with processing the Development Application as-is.
- Questions?





**AGENDA REPORT
NEW BUSINESS
July 13, 2021**

To: Mayor and City Council

FROM: Terry Leighton, Fire Chief

THROUGH: Adam J. Brown, City Manager

**SUBJECT: 2021-2023 INTERGOVERNMENTAL AGREEMENT FOR REGIONAL
HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES**

DATE: July 6, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR AND FIRE CHIEF TO SIGN AMENDMENT NO. 1 TO IGA-551-19 TO OSFM AGREEMENT #IGA-300114397 FOR THE BIENNIAL 2021-2023 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ONTARIO AND THE OFFICE OF STATE FIRE MARSHAL.

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, 2021. There have been some wording changes and updates made to the pay scale. Mr. Larry Sullivan has reviewed the changes and feels the contract is still applicable and good for all parties. It is requested that the Council approve for the Mayor and City Manager to sign this 2021-2023 agreement to continue the positive working relationship we have with the State Fire Marshal.

BACKGROUND:

The City of Ontario and Oregon State Fire Marshal entered this intergovernmental agreement for the Regional Hazardous Materials Response Team in 1994 and have been working under this type of an agreement since 1994. The Council approved the 2019-2021 contract in July 2019.

CURRENT SITUATION:

The Intergovernmental Agreement for Regional Hazardous Materials Response Team Services allows the state and the City of Ontario to work together to provide protection and coverage for all of southeastern Oregon in the event of any type of spill or accidental release of an

unknown or hazardous material. The state has made some wording changes to the contract that don't change the way business is being handled currently. Larry Sullivan has reviewed the contract and finds no issues in the changes. This agreement allows Ontario to have good training and excellent equipment readily available to be able to investigate and mitigate any type of hazardous incident in our area. The time required for a response team to come from the other areas of the state could be very detrimental to the community we serve.

ANALYSIS:

- A. **STRATEGIC PLAN** This Agreement allows the state and the Fire Department to work together as community partners to enhance the quality of life in Ontario especially when different emergencies arise.
- B. **FINANCIAL** Through this Agreement the state is providing many hours of training, hundreds of thousands of dollars of equipment to use, and biannual physicals for most of our members. All of these benefits are paid for by the State Fire Marshal Office. The city's cost is to insure the equipment and to provide a safe place to store the equipment. We also supply the fuel and upkeep of the equipment.
- C. **TIMING** The current Agreement needs to be signed by the city, and then forwarded to the State Fire Marshal for completion.
- D. **POLICY/LEGAL** This is a legal Agreement between the City of Ontario and the Oregon State Fire Marshal.

ALTERNATIVES:

- A. Renegotiate the terms of the Agreement provided by the State Fire Marshal office.
- B. If necessary changes some of the terms of the agreement.
- C. Not allow the Mayor and Fire Chief to sign the agreement. The community would lose the coverage it has in the event of any type of unknown or hazardous materials spill. Termination of this agreement would result in approximately \$635,000 worth of equipment being returned to the State of Oregon.

RECOMMENDATION:

Staff recommends that the City Council allow the Mayor and Fire Chief to sign the agreement between the City of Ontario and the Oregon State Fire Marshal.

ATTACHMENTS:

- 1. HM14 2019-2021 RHMERT IGA
- 2. T#43883 IGA-551-19 Amd#1 Ontario Fire and Rescue - HM14 RHMERT 2021-2023

**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 & Rescue

**STATE OF OREGON
Kate Brown, Governor**

State Fire Marshal

July 1, 2019

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Agreement Exhibits

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Exhibit B	Inventory of OSFM Provided Equipment for RHMERT
Exhibit C	Funding Available For The Purchase And Maintenance of OSFM Provided Equipment for RHMERT
Exhibit D	Specialized Training for RHMERT
Exhibit E	Medical Surveillance for RHMERT
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 Program Outreach for RHMERT
Exhibit I	Funding for Sub-Committee And Special Projects Participation for RHMERT
Exhibit J	Summary: 2019-2021 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 & Rescue (hereinafter “Contractor”), each a “Party” and collectively “Parties,” 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 designate Contractor as part of a Regional Hazardous Materials Emergency Response Team for “**HM14**” as described in Exhibit A, 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, 2019 to June 30, 2021, unless terminated prior in accordance with other provisions of this Agreement.

1.2 Subject to Legislative approval, future Agreements, if any, 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 approved**” means any non-RHMERT activities that are undertaken by Contractor or Contractor’s employees that are in conformity with Contractor’s established policies and procedures for daily operations.

“**Contractor’s RHMERT Members**” means the employees, agents or members of the Contractor designated by the Contractor to serve on the RHMERT for “**HM14**” as described in Exhibit A.

“**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” means 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 of the State of Oregon and one or more Oregon units of local government.

“Local Government Body” 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-Provided Equipment” means all vehicles, equipment, and supplies loaned, delivered, or otherwise provided to the RHMERT by OSFM to perform the services required under this Agreement including, but not limited to, the items listed in Exhibit B.

“PPE” means Personal Protective Equipment.

“Primary Response Area” means that geographical region where the Contractor is principally responsible for providing regional Hazardous Materials Emergency Response services pursuant to this Agreement.

“Regional Hazardous Materials Emergency Response Team” (RHMERT) means the group of individuals, including the employees or agents of the Contractor, designated or tasked to respond to, control, or stabilize actual or potential emergency releases of hazardous substances in "HM14" as described in Exhibit A. 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 individuals, corporations, associations, firms, partnerships, limited liability companies, joint stock companies, public and municipal corporations, political subdivisions, the state and any agency thereof, and the federal government and any agency thereof responsible for causing the emergency to which the RHMERT responded. (See, e.g. ORS 453.382).

“RHMERT Operations” means Emergency Response operations conducted by the Contractor in "HM14".

“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 shall perform RHMERT Operations in "**HM14**" as described in Exhibit A.

3.1.2 Contractor RHMERT Operations 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’s RHMERT Members shall not provide the following services as part of this Agreement, except where they may be reasonably necessary to prevent a Release or threat of Release, or as required to stabilize an Incident:

- removal,
- remediation,
- recovery,
- packaging,
- monitoring,
- transportation,
- movement of hazardous materials,
- cleanup,
- storage, or
- disposal of hazardous materials.

3.1.4 Contractor’s RHMERT Members 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.

3.1.7 Contractor shall coordinate its response activities with all other contractors that respond to, control, or stabilize actual or potential emergency releases of hazardous substances in **HM14** under an Intergovernmental Agreement with OSFM; provided, however, that nothing in this section shall limit a Contractor's ability to coordinate with other entities in responding to an Incident.

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. Contractor shall:

3.3.1 Provide the number of trained, medically monitored, competent, and supervised RHMERT personnel as specified in Exhibits D and E of this Agreement, as is necessary to operate within the safety levels of a RHMERT as specified in the RHMERT Standard Operating Guidelines. 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 Document training and experience and ensure that 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, 2019 and the cycle running January 1, 2020 through December 31, 2021.

3.3.3 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-Provided Equipment. Contractor shall:

- i. Operate a RHMERT using the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement;
- ii. Limit its activities to that which can be safely accomplished within the technical limitations of the OSFM-Provided Equipment;
- iii. At all times use OSFM-Provided Equipment with reasonable and diligent care (taking into consideration the type of equipment and its intended use); and

- iv. At all times use the equipment in accordance with all OSFM Standard Operating Guidelines , available on the OSFM website.
- v. Store OSFM-Provided Equipment in an enclosed, indoor facility unless otherwise authorized by OSFM by prior written approval.

3.4.2 Routine Maintenance/Physical Damage/Repairs.

- i. Routine Maintenance: Contractor shall be responsible for all routine maintenance of OSFM-Provided 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 shall each bear responsibility for loss and repair of physical damage to OSFM-Provided Equipment as follows:
 - a. Excluding ordinary wear and tear, when Contractor uses OSFM-Provided Equipment for purposes not authorized under this Agreement and ORS 453.374 to 453.390, including Contractor-approved non-Emergency Response activities or assistance to local government entities at events not meeting OSFM-authorized response criteria, Contractor shall be responsible for any and all physical damage to or loss of such OSFM-Provided Equipment, regardless of fault.
 - b. When Contractor uses OSFM-Provided Equipment for purposes authorized under this Agreement and ORS 453.374 to 453.390, including performance of routine maintenance, the OSFM shall be responsible for physical damage to or loss of OSFM-Provided Equipment, except that if such damage or loss is caused by the negligence or willful misconduct of Contractor, Contractor shall be liable for the damage or loss. OSFM's responsibility for physical damage or loss of OSFM-Provided 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 shall be liable for all damage or loss caused by abuse or neglect of OSFM-Provided 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-Provided Equipment provided in this Agreement in conjunction with Contractor-approved non-Emergency Response activities, however the OSFM-Provided Equipment shall at all times be immediately available for Emergency Response having highest priority. Use of OSFM-Provided Equipment for Contractor-approved non-Emergency Response activities is not a reimbursable expense by OSFM. In addition, use of OSFM-Provided

Equipment for Contractor-approved non-Emergency Response activities shall follow Contractor's established guidelines and policies for daily operations. OSFM-Provided Equipment shall not be used by anyone other than Contractor's RHMERT Members, except as approved by OSFM.

- 3.4.4 Contractor shall submit monthly a vehicle usage and maintenance log to the OSFM no later than the 10th of the following month. Contractor shall record the ending mileage for each vehicle, regardless of the activity; i.e., whether it is Emergency Response, training, maintenance, or any other activity. Logs will be submitted each month via OSFM approved form and must include all maintenance performed to the vehicle with a vendor receipt or fleet print out report for that vehicle.
- 3.4.5 Contractor shall not agree in writing or otherwise with other entities to provide the OSFM-Provided Equipment to assist those entities at events not meeting Emergency Response criteria unless OSFM also is a party to that agreement.
- 3.4.6 Liability for any negligent or willful acts of Contractor's employees undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and Contractor involved. Contractor warrants that each of Contractor's RHMERT Members shall abide by all Oregon statutes, rules and specific agency policies and procedures regarding the use of OSFM-Provided Equipment during the course and scope of the employee's employment with Contractor.
- 3.5 **RHMERT COORDINATION OBLIGATIONS.** Contractor shall provide team administration for the RHMERT ("Team Administration").
 - 3.5.1 In providing Team Administration, Contractor shall provide qualified personnel ("Team Personnel") to perform the following duties:
 - i. Complete invoicing for RHMERT;
 - ii. Complete phone and mileage logs for RHMERT;
 - iii. Submit purchase requests;
 - iv. Handle incident reporting;
 - v. Oversee allocation of funds from OSFM for RHMERT;
 - vi. Monitor inventory of OSFM-Provided Equipment; and
 - vii. Approve all outreach and training requests for RHMERT.
 - viii. Manage outreach and training requests for the RHMERT; and
 - ix. Serve as the point of contact for RHMERT training opportunities.
 - 3.5.2 Contractor shall coordinate and submit to OSFM all requests for reimbursement from the RHMERT for **HM14**, including requests for reimbursement from any other contractors who serve on the RHMERT for **HM14**.
 - 3.5.3 In performing the duties described in this Section 3.5, Contractor may choose one or more of Contractor's employees to serve as Team Personnel. Contractor shall provide OSFM with the name and contact information of all Team Personnel. Team Personnel will be the RHMERT's primary point of contact for OSFM and shall attend the quarterly meetings of the Team Training and Advisory Committee and the Team Advisory Group and participate actively in those meetings.

3.6 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-Provided Equipment remains available for OSFM's use for that particular Emergency Response.

3.7 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.

3.8 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 compensation under this Agreement: (1) RHMERT Stand-By Costs, and (2) RHMERT Team Response Costs. Each of these is discussed more fully in sections 4.1 and 4.2 of this Agreement. Compensation provided under this Agreement is apportioned for the entire RHMERT. The total compensation identified in Exhibit J is the not-to-exceed amount for the RHMERT. In the event that the RHMERT consists of more than one contractor, the multiple contractors that make up the RHMERT administration shall share the total compensation identified in Exhibit J. The Team Personnel shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the maximum compensation identified in Exhibit J.

4.1 RHMERT STAND-BY COSTS. In accordance with budget allocations by the Team Personnel as provided in Section 4.0 of this Agreement, 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, personnel costs, and travel expenses (at the approved rates specified in Section 30 of this Agreement), utilizing funds in Exhibit "D" to pay for all above mentioned expenses. 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 for travel and attendance days only in accordance with Section 30.1 of this Contract and protocols covered in OSFM Hazardous Materials Emergency Response Team Standard Operating Guidelines. For purposes of this subsection, "personnel costs" means the dollar figure provided to OSFM by Contractor as the cost of each Contractor's employee to attend OSFM advanced training and education.

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.

Costs for these Medical Surveillance physicals 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-Provided Equipment specified in Exhibit "B" of this Agreement. The parties agree that items of OSFM-Provided 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-Provided Equipment is specified in Exhibit "C" of this Agreement. Replacement of OSFM-Provided 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 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-Provided 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 RHMERT RESPONSE COSTS.

4.2.1 In accordance with budget allocations by the Team Administrator as provided in Section 4.0, 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 2019-2021 biennium. Such Team response costs may include, but are not limited to:

i. Compensation for use of Contractor-Provided Materials, Vehicle(s) and Apparatus:

a. OSFM shall compensate contractor for OSFM-approved replacement of Contractor-Provided 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-Provided vehicles and equipment, OSFM shall compensate Contractor at the rates described in Section 1 of Exhibit "F" of this Agreement.

- c. Personal Protective Equipment (PPE). If Contractor-Provided PPE, to include radios, 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 2019-2021 biennium shall be calculated as follows:
 - A. Base Hourly Rate/Non-officer
 - 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
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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-Provided 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 calendar days of the date on which Contractor concludes an Emergency Response under this Agreement. Contractor shall submit an Emergency Response report and invoice to the OSFM within 30 calendar days of the date on which Contractor concludes an Emergency Response under this Agreement. If a Contractor is unresponsive and has not submitted a completed Emergency Response report and invoice to

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OSFM within 90 calendar days of the Emergency Response, the Emergency Response may be deemed uncollectable and the Contractor may be liable, at OSFM's sole discretion, for replacement costs of State-Provided damaged equipment and materials used on 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. For purposes of this provision, a "calendar day"

- 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 occur more than 90 days after receipt of an OSFM-approved Contractor invoice by OSFM; i.e., one that meets the requirements of Section 4.3.
- 4.3.3 Billing for OSFM-Provided Equipment. OSFM shall bill the Responsible Person(s) for Contractor's use of OSFM-Provided equipment during RHMERT Operations, 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-Provided Equipment used and the OSFM will forward the statement to the identified Responsible Person any time OSFM-Provided 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-Provided 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 each Responsible Person and pursue cost recovery actions.
- 4.3.6 If a disputed billing is resolved in favor of the Responsible Person 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 in accordance with Sections 4.3.1 and 4.3.2 of this Agreement 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 2019-2021 biennial appropriation or limitation. Contractor understands 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 2019-2021 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 2019-2021 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 with the prior written approval of OSFM and as otherwise authorized by law.
- 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.** Unless Contractor has automatic response authority as described in Section 4.7.1 and is operating in accordance with such authority, Contractor may not respond under this Agreement without prior written or verbal approval by OSFM as set forth in Section 4.7.2. 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 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 authority for automatic response under OSFM's Standard Operating Guidelines, Contractor may, upon receipt of an Emergency Response request, provide Emergency Response services as specified under the terms of this Agreement and in accordance with 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" means the balance in the State Spill Response Revolving Fund is less than \$20,000, and "immediately" means 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 other responsible 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 INDEPENDENT CONTRACTOR STATUS.

- 6.1 Contractor shall perform all required Services as an independent contractor. Although Agency reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services called for under the Contract.
- 6.2 If Contractor is currently performing work for the State of Oregon or the Federal Government, Contractor by signature to this Agreement declares and certifies that: Contractor's performance of this Agreement creates no potential or actual conflict of interest as defined by ORS 244.020 and no state or federal rules or regulations would prohibit Contractor's performance of this Contract. Contractor is not an "officer," "employee," or "agent" of the State or Agency, as those terms are used in ORS 30.265.

6.3 Contractor shall be responsible for all Federal and State taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's Federal or State tax obligations.

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-PROVIDED EQUIPMENT OR OTHER VEHICLES AND EQUIPMENT PROVIDED TO CONTRACTOR BY OSFM 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, INCLUDING CONTRACTOR'S RHMERT MEMBERS ACTING AS AGENTS OF THE STATE IN ACCORDANCE WITH THIS AGREEMENT AND ORS 453.374 TO 453.390, (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 OSFM-Provided Equipment 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
3565 Trelstad Ave
Salem, Oregon 97317
Oregon Emergency Response System (OERS) 800-452-0311

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.

- 15.1** To the extent permitted by applicable statutes and administrative rules, this Agreement may be amended, modified, or supplemented only by a written amendment signed by the OSFM and Contractor that has been approved by the OSFM and the Oregon Department of Justice, if required by applicable law ("Amendment"). Any Amendment that provides for additional Services may only provide for Services directly related to the scope of Services described in the Agreement and no Amendment shall be effective until all requisite signatures and approvals are obtained.
- 15.2** Either the OSFM or Contractor may submit an Amendment request to amend this Agreement, including all Exhibits hereto, by submitting to the OSFM Agreement Administrator a written Amendment request describing the change requested. The OSFM and Contractor's Authorized Representatives will review the written Amendment request and will mutually approve it for either amendment, further refinement, or reject it. In the event an Amendment request is approved for further refinement the parties agree that it may be refined by mutual agreement and submitted as an Amendment, or rejected.
- 15.3** Either Party may make changes to its Authorized Representative, listed in this Agreement, and such changes shall constitute contract administration for purposes of this Agreement. A Party shall provide the other Party with written notice of any such change, which shall be effective without the necessity of a formal amendment to this Contract.

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, or cause to be made through an insurer or third-party, prompt payment, 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. Nothing in this section shall be interpreted as creating any new or additional obligations on Contractor to pay on a claim that Contractor is not otherwise obligated to pay in accordance with applicable law and Contractor's policies and procedures.

20.0 INSURANCE COVERAGE.

If Contractor is a public body and is self-insured, Contractor shall maintain self-insurance, and/or excess liability coverage sufficient to cover the requirements set forth in Sections 20.1 to 20.7, and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. If Contractor is not a self-insured public body, or at any time during the term of this Agreement ceases to be self-insured, Contractor shall obtain private insurance coverage as specified in Sections 20.1 to 20.7 prior to performance 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 any private insurance only 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 shall maintain in full force Commercial General Liability insurance of not less than \$2,181,600 per occurrence for any single claimant, and \$4,363,100 per occurrence for multiple claimants for Bodily Injury and Death, and not less than \$119,300 per occurrence for any single claimant, and \$596,400 per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds.

20.3 AUTOMOBILE LIABILITY. Contractor shall maintain in full force Automobile Liability Insurance of not less than \$2,181,600 per occurrence for any single claimant, and \$4,363,100 per occurrence for multiple claimants for Bodily Injury and Death, and not less than \$119,300 per occurrence for any single claimant, and \$596,400 per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

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, OSFM, 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, "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 either party fails to receive funding, appropriations, or other expenditure authority from federal, state, local, or other sources at levels sufficient in the Party's reasonable administrative discretion to perform its obligations under 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, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either Party's performance under this Agreement is

prohibited or performance of either Party's obligations under this agreement may no longer be paid for from the planned funding source.

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 Contractor.

24.0 RESERVED.

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
3565 Trelstad Ave
Salem, OR 97317

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.

27.1 In the event that Contractor violates any term or condition under this Agreement, OSFM may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including but not limited to: (a) termination of this Agreement under Section 22, (b) reducing or

withholding payment for work that Contractor has failed to perform within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Contractor to perform, at Contractor's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSFM may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

27.2 In the event OSFM violates any term or condition of this Agreement, Contractor may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or equity, including but not limited to: (a) termination of this Agreement under Section 22, (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (c) recovery of payments due for any work performed or any costs or other expenses incurred by Contractor pursuant to the terms of this Agreement. These remedies are cumulative to the extent the remedies are not inconsistent, and Contractor may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. .

28.0 NON-APPROPRIATION.

The State of Oregon's payment obligations, and Contractor's performance 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.

30.0 TRAVEL REIMBURSEMENT COSTS.

30.1 The OSFM will reimburse Contractor for travel expenses authorized under this Agreement at the rates specified in the General Services Administration (GSA) as of the date Contractor incurs the travel expenses.

30.2 Contractor shall travel in the most efficient and cost-effective manner resulting in the best value to OSFM. The travel must comply with all the requirements specified in this section and must be for official business under this Agreement only. Contractor shall provide OSFM with receipts for all travel expenses over \$25.00 incurred for which Contractor seeks reimbursement.

31.0 COUNTERPARTS.

This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.

32.0 AUTHORIZED REPRESENTATIVES.**32.1 OSFM's Authorized Representative is:**

James Walker
 3565 Trelstad Ave
 Salem, OR 97317
 503-378-3479
james.walker@state.or.us

32.2 Contractor's Authorized Representative is:

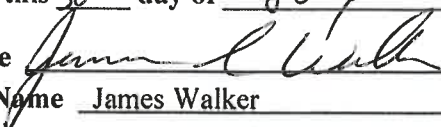
<u>Terry Leighton</u>	(insert name)
<u>444 SW 4th Street, Ontario, Oregon 97914</u>	(insert address)
<u>541-889-7688</u>	(insert fax number)
<u>541-881-3233</u>	(insert phone) Office
<u>terry.leighton@ontariooregon.org</u>	(insert email)

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.

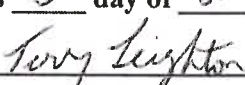
Approving Signatures:

On Behalf of the State of Oregon,

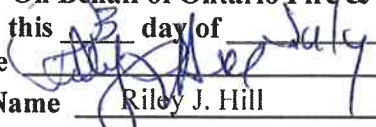
Dated this 30th day of July, 2019Signature Printed Name James Walker

State Fire Marshal
 3565 Trelstad Ave
 Salem, OR 97317

On Behalf of Ontario Fire & Rescue

Dated this 3 day of July, 2019Signature Printed Name Terry LeightonTitle Fire ChiefAddress 444 SW 4th StreetCity Ontario Zip 97914

On Behalf of Ontario Fire & Rescue

Dated this 3 day of July, 2019Signature Printed Name Riley J. HillTitle MayorAddress 444 SW 4th StreetCity Ontario Zip 97914

On Behalf of Ontario Fire & Rescue

Dated this 3rd day of July, 2019Signature Printed Name Tori BarnettTitle City RecorderAddress 444 SW 4th StreetCity Ontario Zip 97914

EXHIBIT A**Regional Team Primary Response Area Boundary Description**

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-Provided EQUIPMENT FOR RHMERT

As of June 2019

COMPUTER SOFTWARE			
Item Name	OSFM ID TAG #	Serial #	Model #
APPLE IPAD 32G WITH CELLULAR CAPABLE OPTIONS, LIFE PROOF CASE WITH HAND STRAP, HDMI ADAPTER - AV ADAPTER, VGA ADAPTER, SD CARD READER	25700-06971	DMPKFSSCF1	
DECONTAMINATION EQUIPMENT			
Item Name	OSFM ID TAG #	Serial #	Model #
Brush, long handle			
Brush, short handle			
Heater, Shower – Decontamination	ER1880		
Hose, Garden - 5 ea			
Manifold, High Pressue Multi	Q-HM272		
Wand, Water - 4 ea			
DETECTION EQUIPMENT			
Item Name	OSFM ID TAG #	Serial #	Model #
Detector, TIFF Combustibles	TIF8800		
Dosimeter, Dositec	25700-04378	250522	L36
Dosimeter, Dositec	25700-04379	250523	L36
Dosimeter, Dositec	25700-04380	250524	L36
Dosimeter, Dositec	25700-04381	250525	L36
Dosimeter, Dositec	25700-04382	250526	L36
Dosimeter, Dositec	25700-04383	250527	L36
Kit & Test Sets, Drager CDS/HazMat			
Kit, Sensidyne Detection	ER0723		
Meter Vehicle Mtd. Radiation Survey	25700-05544	237155	M2401-EC2A
Meter, Radiological Alarming Pocket Survey	25700-04439	201168	2401 EC2A
Meter, Radiological Alarming Pocket Survey	25700-04440	201169	2401 EC2A
Meter, Radiological Alarming Pocket Survey	25700-04441	201172	2401 EC2A
Meter, Radiological Pancake Pocket Survey	25700-04484	212682	2401-P
Meter, Radiological Pancake Pocket Survey	25700-04485	212683	2401-P
Meter, Radiological Pancake Pocket Survey	25700-04486	212684	2401-P
MINIRAE SYSTEM 3000 PID W/ 106.EV LAMP, RECHARGEABLE BATTERY, WIRELESS, ACCESSORY KIT WITH GAS AND REGULATOR	25700-06739	592-909962	
Monitor, Canberra Ultraradiac Radiation	25700-05383	6063690	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05384	6063920	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05385	6063921	MRAD113

Regional Hazardous Material Emergency Response Team Agreement – **HM14 Ontario**

Monitor, Canberra Ultradiac Radiation	25700-05386	6063922	MRAD113
MULTI RAE LITE WIRELESS PORTABLE, ONE TO SIX GAS CONFINED SPACE MONITOR	25700-06726	MAB3Z055Q4	
Spectrometer, Portable I.R. (Smiths Det. HazMatID)	25700-03519	302	023-1005
MultiRAE Lite	25700-08617	M01CA07412	
MultiRAE Lite	25700-08618	M01CA07424	
MultiRAE 2 Cradle	25700-08567	T023002168	
ToxiRAE Cradle	25700-08593	T025000639	
AutoRAE 2 Controller	25700-08580	T021001703	
Echo View Host	25700-08632	F043001139	
Ultra Rae 3000	25700-07281	596-908570	
Ultra Rae 3000 Charging Cradle	25700-07282		
Calibration Cradle for PID	25700-07308	T027000697	
Calibration Cradle for PID	25700-07307	T027000695	
Drager X-Act 5000 Kit	25700-07322	ARJN-0025	
Raid 5 Kits (3) - Exp Kit 6/30/2020 Exp Swab 3/31/22			

ELECTRONICS

Item Name	OSFM ID TAG #	Serial #	Model #
Antenna, Receiver and Controller (EntryLink)	25700-05501	EL3-RXA & C	SC-EL-N
Camera, EntryLink Wireless Video	25700-05500	EL3-241	SC-EL-N
Camera, Thermal Imaging, FireFlir	25700-04957	100329	FF131
Camera, Thermal Imaging, Flir	25700-08647	72211961	K65
Charger, Radio, Travel Motorola HT1550xls			
Computer, Panasonic Toughbook Laptop	25700-05910	7GKSA48680	CF-30
Phone, Globalstar Satellite	11601169341	254-241-1050	
Phone, Globalstar Satellite Docking Station	AA007723		
Phone, Globalstar Satellite Batteries - 11/2018 1yr warranty (1)		17-A25237	
Printer, Lexmark, All-in-One, 4 function	25700-06427	11114942	X7675
Radio, Ear Inserts, Flexible Otto			
Computer – Desktop/Tower	25700-07117		
Computer Monitor 1	25700-08779		
Computer Monitor 2	25700-08780		
WiFi Hotspot			
Radio, Motorola VHF Mobile	25700-06187	483TKG0455	PM-1500
Radio, Motorola VHF Mobile	25700-06188	483TKG0458	PM-1500
Radio, Motorola VHF Mobile	25700-06329	483TKU0062	PM-1500
Radio, Portable Motorola, HT1250 VHF	509	749TDEB603	HT1250
Radio, Portable Motorola, HT1250 VHF	513	749TDEB607	HT1250
Radio, Portable Motorola, HT1250 VHF	507	749TDEB609	HT1250
Radio, Portable Motorola, HT1250 VHF	511	749TDEB611	HT1250
Radio, Portable Motorola, HT1250 VHF	510	749TDEB612	HT1250
Radio, Portable Motorola, HT1250 VHF	508	749TDEB613	HT1250

Radio, Throat, Mic Motorola HT1250	515		
Radio, Throat, Mic Motorola HT1250	516		
Radio, Throat, Mic Motorola HT1250	517		
Radio, Throat, Mic Motorola HT1250	518		
Radio, Throat, Mic Motorola HT1250	519		
Radio, Throat, Mic Motorola HT1250	520		
Radio, Throat, Mic Motorola HT1250	521		
Radio, Throat, Mic Motorola HT1250	522		
Satellite	25700-08778		
Tripod, Antenna & Mast	25700-05502		SC-EL-N
TV, Apple	25700-08691		
UPS, APC Battery Back-Ups	25700-06224	SN3B0945X65	APC RS1500
UPS, APC Battery Back-Ups	25700-06225	SN3B0945X65	APC RS1500

LEAK CONTROL EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Air Bag System	ER2784		
Clamps, Dome Cover 3/Set	ER2732		
Clamps, Dome Cover 3/Set	ER2760		
Kit, Chlorine "A"	ER1130		
Kit, Chlorine "B"	ER1112		
Kit, Chlorine "C"	ER1127		
Kit, Initial	ER2752		
Leaker 6000 Training Prop			
RAILROAD TANK CAR GAUGE KIT	25700-06984		

LIBRARY RESOURCES

Item Name	OSFM ID TAG #	Serial #	Model #
Book, Merck Index, Twelfth Edition, 1996			
Dictionary, Hawley's Condensed Chemical Dictionary, Thirteenth Edition, 1997			
Guide, American Railroad Emergency Action / Emergency Action Guides, 1997			
Guide, Effects of Exposure to Toxic Gases, First Aid & Medical Treatment, Third Edition, 1988			
Guide, Hazardous Materials Air Monitoring & Detection Devices, 2002			
Guide, NFPA Fire Protection Guide on Hazardous Materials, Twelfth Edition, 1997			
Guide, Occupational Exposure Values, 1999			
Guide, ODOT Emergency Response Guidebook, 2008			
Guide, OSFM's Hazmat Team's Reference - Monitor Guide Book			
Guide, Pestline, Material Safety Data Sheet for Pesticides and Related Chemicals, 2 vol, First Edition			

Guide, Pocket Guide to Chemical Hazards, 1997

Guide, Reference, Firefighter Hazardous Materials
Reference Book, Second Edition

Guide, Sax's Dangerous Properties of Industrial
Materials, 3 vol, Tenth Edition, 1999

Guide, State Clandestine Lab Book

Handbook, CHRIS Response Methods

Handbook, Compressed Gases, Fourth Edition, 1999

Handbook, Emergency Handling of Hazardous Materials
in Surface Transportation

Handbook, Farm Chemicals & CD

Handbook, Firefighter Handbook to Hazardous Materials

Handbook, Health Physics and Radiological Health,
Third Edition, 1998

Handbook, Jane's Chem Bio 2001

Handbook, Preparing for Biological Terrorism, 2002

Handbook, Preparing for Terrorism, 2002

Handbook, Terrorism Handbook for Operational
Responders, 2002

Manual, GATX Tank Car

MISC EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Binoculars	ER2660		
Chairs, Metal Folding - 6 ea			
Cones, Traffic (20 ea)			
Container, Rubbermaid Storage - 7 ea			
Cord, Extension 100' - 2 ea			
Cord, Extension 50' - 1 ea			
Generator, Honda 1000 Watt	25700-06442		EU1000IA2
Ladder, Duo Safety	ER2674		
Meter, Earth/Ground; Resistance	25700-03569	19093-0304	250260
Regulator, High Pressure 6,000 PSI			
Scope, Spotting	ER2746		
Shelter, Portable	ER2800		
Station, Mobile Wireless Weather	25700-05259	B2230004	COLUMBIA
Table			
Truck, Drum			
Truck, Hand			

PERSONAL PROTECTIVE EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04963	REG05060108	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04964	REG05060108	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04965	REG05060108	AP-50 4.5

Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04966	REG05060108	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04967	REG05060110	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04968	REG05060110	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04969	REG05060110	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04970	REG05060111	AP-50 4.5
Boots, Chemical Resistant - 12 pr			
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP146998	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04972	OP147000	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04973	OP147010	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP147012	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP147054	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP147311	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP148521	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP148536	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP148558	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP148578	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149138	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149140	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149141	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149143	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149145	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149148	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149155	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149157	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149161	SC804723-
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149169	SC804723-
Cases, Scott SCBA Storage			
Devices, Personal Floatation (PFD)			
Gloves, Firefighters <Leather> (8 pr. Asstd. Sizes)			
Hood, Firefighter Protective (8 ea.)			King Cobra
Jumpsuits, Nomex - 15 ea			
Kit, TrellChem Suit Repair & UniAdapter Fitting			
Suit, TrellChem VPS Flash Chemical (L)		7006777	VPS/VP1
Suit, TrellChem VPS Flash Chemical (L)		7006779	VPS/VP1
Suit, TrellChem VPS Flash Chemical (L)		7006782	VPS/VP1
Suit, TrellChem VPS Flash Chemical (XL)		7007056	VPS/VP1
Suit, TrellChem VPS Flash Chemical (XL)		7007057	VPS/VP1
Suit, TrellChem VPS Flash Chemical (XXL)		7007227	VPS/VP1
Suit, Kappler Level B, Decon (L/XL)			
Suit, Kappler Level B, Decon (L/XL)			
Suit, Kappler Level B, Decon (L/XL)			
Suit, Kappler Level B, Decon (2X/3X)			
Suit, Kappler Level B, Decon (2X/3X)			

Garments, Class II Lion Suits, L	7702611993	MT94
Garments, Class II Lion Suits, L	7702611883	MT94
Garments, Class II Lion Suits, L	7702612003	MT94
Garments, Class II Lion Suits, L	7702611953	MT94
Garments, Class II Lion Suits, XL	7702612423	MT94
Garments, Class II Lion Suits, XL	7702612153	MT94
Garments, Class II Lion Suits, XL	7702612343	MT94
Garments, Class II Lion Suits, XL	7702612463	MT94
Suit, Kappler Frontline 500, Level A, L/XL		Frontline 500
Thermometer, Digital Tympanic		
Vest, Incident Command - 1 set of 7		

SUPPRESSION EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Applicator, Pro Pak Foam			
Eductor, Akron Inline			
Nozzle, Bubble Cup			

TOOLS

Item Name	OSFM ID TAG #	Serial #	Model #
Bar, Pry 54"			
Brush, Wire			
Chisel Set & Punch			
Come-a-long (pulley)			
Crate, Plastic Milk -			
Crowbar - 24"			
Cutters, Bolt - 18"			
Drill, Pneumatic (Air), w/ Auto Oiler	ER2118		
Extractors, Easy-Out/Stud - 2 ea			
Hammer, Sledge 8lb			
Hammer, Straight Claw Framing, 28oz			
Hose, 3/8" x 50' Air; w/Regulator			
Index, Drill			
Jack, 12 ton Hydraulic Bottle			
Kit, Grounding/Bonding Equipment, 25ft - 2 ea	ER2619		
Kit, Grounding/Bonding Equipment, 50ft - 2 a	ER2619		
Kit, Lockout/Tagout			
Knife, Putty			
Knife, Utility			
NS Bar, Pinch - 18"			
NS Hammer, Dead Blow			
NS Maul - 2 lb			
NS Scraper			
NS screw Driver - Straight Tip, Large, 36"			
NS Wrench, 55 Gallon Drum Bung			

NS Wrench, Crescent - 12"
 NS Wrench, Pipe - 24"
 NS Wrench, Pipe - 36"
 Pliers
 Pliers, Channel-Loc
 Pump, Wilden Pneumatic Transfer (Mdl. 200 w/hose) kit
 Ratchet, 3/8" Air
 Saw, 3 1/8" Hole - 2 ea
 Saw, Hack
 Saw, Hand
 Saw, Rotary Rescue (Stihl) ER1629
 Screwdriver set
 Set, Basic 215 Piece
 Shears, Aviation Left
 Shears, Aviation Right
 Shears, Aviation Straight
 Shovel, Round Point - 2 ea
 Shovel, Scoop - Aluminum -2 ea
 Shovel, square point - 2 ea
 Tape, Measuring - 2 ea
 Tool Box - general purpose
 Wheel, Measuring
 Wrenches, Large Open End/Box End - 6 pc set

VEHICLE

Item Name	OSFM ID TAG #	Serial #	Model #
Chocks, Wheel set of 2			
Trailer, 16' Wells Cargo	E246501	1WC200G2794071814	CW1622-102
Trailer, 5th Wheel Wells Cargo	E246499	1WC200R2494071833	CVG3627
Truck, Chevrolet Suburban	E246500	1GNGK46K29R142729	K2500
Truck, International 4 Dr	E246489	1HTMKAZN19H102442	DT4400

EXHIBIT C

FUNDING AVAILABLE FOR THE OSFM TO PURCHASE AND MAINTAIN OSFM-PROVIDED EQUIPMENT FOR RHMERT 2019-2021 Biennium Funding

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

Vehicle(s) and Equipment Loans. The OSFM agrees to loan to the RHMERT the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement. Replacement of OSFM-Provided Equipment, including but not limited to 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.

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 responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

OSFM-Provided 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.

EXHIBIT D**SPECIALIZED TRAINING FOR RHMERT
2019-2021 Biennium Funding**

Funds for approved Technician level specialized training are available under this Agreement as follows:

Funding Available for Specialized Training for RHMERT\$36,718.40

Funding is calculated by **16** team members x \$2,294.90. It is not the intent of the OSFM for each team member to receive or be limited to \$2,294.90. Reimbursement for training cost during 2019-2021 biennium is not to exceed \$36,718.40 for the RHMERT.

The OSFM will provide funding for advanced training and education to Contractor's RHMERT Members as specified in this exhibit 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 and be approved by OSFM. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses at the rates specified in Section 30 of this Agreement utilizing funds in this exhibit to pay for all above mentioned expenses.

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. 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 FOR RHMERT
2019-2021 Biennium Funding**

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

Up to **16** of Contractor's RHMERT Members may receive medical surveillance exam(s), up to a maximum cost of \$756.39 per person. Total Medical Surveillance examinations for all members of the RHMERT shall not 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 2019-2021 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 \$756.39 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 for RHMERT

Not to Exceed.....\$12,102.24

EXHIBIT F**Extraordinary Response Cost Fee Schedule – Part I
2019-2021****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	\$70.00 per hour
Each contractor owned Dump Truck.....	\$50.00 per hour
Each contractor owned Loader/Backhoe	\$100.00 per hour
OSFM-owned Cellular.....	\$50.00 per incident per phone (SMR)
Mobile and Specialized Mobile Radio	Actual Replacement Expense
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 will seek compensation from the Responsible Person(s) for Contractor's use of OSFM-Provided Equipment, 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 or provided HM Heavy-Duty Response Vehicle	\$210.00 per hour
Use of OSFM-owned or provided HM Initial Response Vehicle and Trailer	\$130.00 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 or provided 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
2019-2021**

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:

<u>Personnel Category</u>	<u>Hourly Rate</u>
HazMat Team Member – Non Officer/Firefighter – Overtime	\$97.52
HazMat Team Member – Non Officer/Firefighter – Relief No PERS	\$77.24
HazMat Team Member – Non Officer/Engineer – Relief PERS	\$97.52
HazMat Team Member – Officer/Lieutenant – Overtime	\$101.30
HazMat Team Member – Officer/HazMat Coordinator – Overtime	\$105.35

All other support personnel at actual costs.

EXHIBIT G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**NON-OFFICER**

Firefighter

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$ 57.66
Base hourly rate $38.44 \times 1.5 =$	
PERS	\$ 20.28
Employer's contribution paid per month $57.66 \times 0.3517 =$	
WORKERS COMP INSURANCE	\$ 1.05
Hourly rate $38.44 \times 0.02735 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 2.94
Hourly rate $38.44 \times 7.65 \% =$	
TRANSIT DISTRICT TAX**	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
UNEMPLOYMENT TAX**	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
PAYROLL TAX**	\$ 0.01
Hourly rate $1 \times 1.20 \% =$	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 97.52

* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit 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**NON-OFFICER**

Firefighter – Relief No PERS

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$ 57.66
Base hourly rate $38.44 \times 1.5 =$	
WORKERS COMP INSURANCE	\$ 1.05
Hourly rate $38.44 \times 0.02735 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 2.94
Hourly rate $38.44 \times 7.65 \% =$	
TRANSIT DISTRICT TAX**	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
UNEMPLOYMENT TAX**	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
PAYROLL TAX**	\$ 0.01
Hourly rate $1 \times 1.20 \% =$	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 77.24

*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit 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**NON-OFFICER**

Firefighter – Relief PERS

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$ 57.66
Base hourly rate 38.44 x 1.5 =	
PERS	\$ 20.28
Employer's contribution paid per month 57.66 x 0.3517 =	
WORKERS COMP INSURANCE	\$ 1.05
Hourly rate 38.44 x 0.02735 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 2.94
Hourly rate 38.44 x 7.65 % =	
TRANSIT DISTRICT TAX**	\$ 0.00
Hourly rate 0x 0.00 % =	
UNEMPLOYMENT TAX**	\$ 0.00
Hourly rate 0 x 0.00 % =	
PAYROLL TAX**	\$ 0.01
Hourly rate 1 x 1.20 % =	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 97.52

*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit 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 Worksheet

OFFICER
 Lieutenant – Overtime

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

BASE SALARY	\$ 60.32
Base hourly rate $40.21 \times 1.5 =$	
PERS	\$ 21.21
Employer's contribution paid per month $60.32 \times 0.3517 =$	
WORKERS COMP INSURANCE	\$ 1.10
Hourly rate $40.21 \times 0.02735 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 3.08
Hourly rate $40.21 \times 7.65 \% =$	
TRANSIT DISTRICT TAX**	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
UNEMPLOYMENT TAX**	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
PAYROLL TAX**	\$ 0.01
Hourly rate $1 \times 1.20 \% =$	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 101.30

*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit 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 Worksheet

OFFICER
 HazMat Coordinator – Overtime

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

BASE SALARY	\$ 63.17
Base hourly rate $42.11 \times 1.5 =$	
PERS	\$ 22.22
Employer's contribution paid per month $63.17 \times 0.3517 =$	
WORKERS COMP INSURANCE	\$ 1.15
Hourly rate $42.11 \times 0.02735 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 3.22
Hourly rate $42.11 \times 7.65 \% =$	
TRANSIT DISTRICT TAX**	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
UNEMPLOYMENT TAX**	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
PAYROLL TAX**	\$ 0.01
Hourly rate $1 \times 1.20 \% =$	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 105.35

*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

** Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT H

**FUNDING FOR PROGRAM OUTREACH FOR RHMERT
2019-2021 Biennium Funding**

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

Funding Available for RHMERT Program Outreach.....\$6,342.00

EXHIBIT I

**FUNDING FOR SUB-COMMITTEE AND SPECIAL PROJECTS PARTICIPATION FOR
RHMERT
2019-2021 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 2019-2021 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 for RHMERT
.....\$5,000.00

EXHIBIT J**SUMMARY - 2019-2021 BIENNIUM FUNDING AVAILABLE
FOR STAND-BY COSTS**

Funding Available For OSFM to Purchase And Maintain OSFM-Provided Equipment for RHMERT – 2019-2021 Biennium Funding - (See Exhibit C)	\$16,000.00
Specialized Training for RHMERT –2019-2021 Biennium Funding - (See Exhibit D)	\$36,718.40
Medical Surveillance for RHMERT–2019-2021 Biennium Funding - (See Exhibit E)	\$12,102.24
Funding for Contractor Program Outreach for RHMERT–2019-2021 Biennium Funding – (See Exhibit H)	\$6,342.00
Funding for Contractor Sub-Committee and Special Project Participation for RHMERT– 2019-2021 Biennium Funding (See Exhibit I)	\$5,000.00
Total 2019-2021 Biennium Funding Available for Stand-By Costs for RHMERT¹.....	\$76,162.64

¹ This not-to-exceed amount reflects the total compensation for the RHMERT. In the event that the RHMERT consists of multiple contractors, the contractor tasked with Team Administration shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the amount identified in this Exhibit J.

EXHIBIT K

State Spill Response Revolving Fund

2019 -2021 Biennium Funding.....\$300,000.00

This is the **Total** State Spill Revolving Funding limitation available for the 2019-2021 biennium RHMERT services by **all** Contracted RHMERTs. 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.

**Amendment No. 1 to IGA-551-19
(OSFM Agreement# IGA- 300114397)**

This is Amendment No. 1 to **IGA-551-19**, dated **July 30, 2019** ("Effective Date"), as amended from time to time ("Agreement") 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 **Ontario Fire & Rescue** (hereinafter "Contractor"). This Amendment is effective on July 1, 2021 ("Amendment Effective Date") for work performed on or after the Amendment Effective Date.

RECITALS

1. 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.
2. The OSFM desires to enter into this Agreement to designate Contractor as part of a Regional Hazardous Materials Emergency Response Team for "**HM14**" as described in Exhibit A, and Contractor desires to be so designated and to enter into this Agreement.
3. This Amendment is to extend out the Agreement end date, adjust report due date, clarify allowable medical procedures, and update OSFM's Authorized Representative.

The Agreement is amended as follows:

1. Section 1.1 of the Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

This Agreement shall be effective as of July 1, 2019 to June 30, 2023~~2021~~, unless terminated prior in accordance with other provisions of this Agreement.

2. Section 3.3.2 of the Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

Document training and experience and ensure that its team members complete the tasks in the Hazardous Material Technician Task Book within the established 24 month period required by OSFM. ~~The established 24 month period consists of portions of two Task Book Cycles; continuation of the current Task Book cycle ending on December 31, 2019 and the cycle running January 1, 2020 through December 31, 2021.~~

3. Section 3.3.3 of the Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

Submit annually the Task Book reporting form to the OSFM no later than 10th of July ~~January~~ of each year.

4. Section 4.1.2 of the Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

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. Costs for these Medical Surveillance physicals 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. OSFM will not cover costs for other medical procedures, including but not limited to tests for infectious diseases, substance abuse, public health assessments and prevention. Follow-up exams and testing are the responsibility of the Contractor or the individual Contractor RHMERT employees.

5. Section 20.2 & 20.3 of the Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

20.2 COMMERCIAL GENERAL LIABILITY. Contractor shall maintain in full force Commercial General Liability insurance of not less than \$2,307,500~~2,181,600~~ per occurrence for any single claimant, and \$4,615,000~~4,363,100~~ per occurrence for multiple claimants for Bodily Injury and Death, and not less than \$126,200~~119,300~~ per occurrence for any single claimant, and \$630,800~~596,400~~ per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds.

20.3 AUTOMOBILE LIABILITY. Contractor shall maintain in full force Automobile Liability Insurance of not less than \$2,307,500~~2,181,600~~ per occurrence for any single claimant, and \$4,615,000~~4,363,100~~ per occurrence for multiple claimants for Bodily Injury and Death, and not less than \$126,200~~119,300~~ per occurrence for any single claimant, and \$630,800~~596,400~~ per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

6. Section 32.1 of the Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

OSFM's Authorized Representative is:
Mariana Ruiz-Temple~~James Walker~~
 3565 Trelstad Ave
 Salem, OR 97317
 503-378-3479~~934-8238~~
mruiz@osp.oregon.gov~~james.walker@state.or.us~~

7. Title only of Exhibit B of the Contract is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

INVENTORY OF OSFM-Provided EQUIPMENT FOR RHMERT ~~As of June 2019~~

8. Exhibits C to K of the Contract are amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
 - i. See attached Exhibits C, D, E, F, and K.
9. Exhibit G of the Contract is supplemented with Exhibit G-1, which shall take effect on the Amendment Effective Date for services rendered under this Agreement on or after July 1, 2021 and through June 30, 2023. The terms of the current Exhibit G shall apply to all services rendered under this Agreement from the Effective Date to June 30, 2021.
10. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
11. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Agreement, Contractor shall maintain, throughout the duration of this Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
12. Contractor shall comply with all federal laws applicable to the Contractor and to the Goods or Services to be provided under the Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Agreement, Contractor has no financial or other interest in the outcome of the project.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor's correct taxpayer identification number; Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- b. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and

- iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- c. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

CONTRACTOR

By: _____
Title: _____
Date: _____
FEID # _____

**STATE OF OREGON, acting by and through
its**

By: _____
Title: _____
Date: _____

Approved pursuant to ORS 291.047

By: _____
Assistant Attorney General
Date: _____

EXHIBIT C

**FUNDING AVAILABLE FOR THE OSFM TO PURCHASE AND MAINTAIN
OSFM-PROVIDED EQUIPMENT FOR RHMERT
~~2019-2021~~ Biennium Funding**

2019-2021 Biennium Funding**Funding Available for the OSFM to****Purchase and Maintain OSFM-Provided Equipment\$16,000.00****2021-2023 Biennium Funding****Funding Available for the OSFM to****Purchase and Maintain OSFM-Provided Equipment\$16,000.00**

Vehicle(s) and Equipment Loans. The OSFM agrees to loan to the RHMERT the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement. Replacement of OSFM-Provided Equipment, including but not limited to 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.

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 responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

OSFM-Provided 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.

EXHIBIT D**SPECIALIZED TRAINING FOR RHMERT**
~~2019-2021 Biennium Funding~~

Funds for approved Technician level specialized training are available under this Agreement as follows:

2019-2021 Biennium Funding

Funding Available for Specialized Training for RHMERT\$36,718.40

Funding is calculated by **16** team members x \$2,294.90. It is not the intent of the OSFM for each team member to receive or be limited to \$2,294.90. Reimbursement for training cost during 2019-2021 biennium is not to exceed **\$36,718.40** for the RHMERT.

2021-2023 Biennium Funding

Funding Available for Specialized Training for RHMERT\$36,718.40

Funding is calculated by 16 team members x \$2,294.90. It is not the intent of the OSFM for each team member to receive or be limited to \$2,294.90. Reimbursement for training cost during 2021-2023 biennium is not to exceed \$36,718.40 for the RHMERT.

The OSFM will provide funding for advanced training and education to Contractor's RHMERT Members as specified in this exhibit 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 and be approved by OSFM. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses at the rates specified in Section 30 of this Agreement utilizing funds in this exhibit to pay for all above mentioned expenses.

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. 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 FOR RHMERT
~~2019-2021~~ Biennium Funding**

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

Up to **16** of Contractor's RHMERT Members may receive medical surveillance exam(s), up to a maximum cost of \$756.39 per person. Total Medical Surveillance examinations for all members of the RHMERT shall not 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 respective~~2019-2021~~ 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 \$756.39 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

2019-2021 Biennium Funding**Funding Available for Medical Surveillance Exams for RHMERT**

Not to Exceed..... \$12,102.24

2021-2023 Biennium Funding**Funding Available for Medical Surveillance Exams for RHMERT**

Not to Exceed..... \$12,102.24

EXHIBIT F**Extraordinary Response Cost Fee Schedule – Part I**
2019-2021**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	\$70.00 per hour
Each contractor owned Dump Truck	\$50.00 per hour
Each contractor owned Loader/Backhoe	\$100.00 per hour
OSFM-owned Cellular	\$50.00 per incident per phone (SMR)
Mobile and Specialized Mobile Radio	Actual Replacement Expense
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 will seek compensation from the Responsible Person(s) for Contractor's use of OSFM-Provided Equipment, 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 or provided HM Heavy-Duty Response Vehicle	\$ 225 210 .00 per hour
Use of OSFM-owned or provided HM Initial Response Vehicle and Trailer	\$ 140 130 .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 or provided 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**

2021-2023

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:

<u>Personnel Category</u>	<u>Hourly Rate</u>
HazMat Team Member – Non-Officer/Firefighter	\$76.51
HazMat Team Member – Non-Officer/Firefighter – Overtime	\$96.51
HazMat Team Member – Non-Officer/Firefighter – Relief No PERS	\$59.86
HazMat Team Member – Non-Officer/Firefighter – Relief No PERS - Overtime	\$79.85
HazMat Team Member – Non-Officer/ Firefighter – Relief PERS	\$76.51
HazMat Team Member – Non-Officer/ Firefighter – Relief PERS - Overtime	\$96.51
HazMat Team Member – Officer/Lieutenant	\$79.33
HazMat Team Member – Officer/Lieutenant – Overtime	\$100.25
HazMat Team Member – Officer/HazMat Coordinator	\$82.97
HazMat Team Member – Officer/HazMat Coordinator – Overtime	\$105.09

All other support personnel at actual costs.

.

EXHIBIT H

FUNDING FOR PROGRAM OUTREACH FOR RHMERT

~~2019-2021 Biennium Funding~~

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

2019-2021 Biennium Funding

Funding Available for RHMERT Program Outreach.....\$6,342.00

2021-2023 Biennium Funding

Funding Available for RHMERT Program Outreach.....\$6,342.00

EXHIBIT I**FUNDING FOR SUB-COMMITTEE AND SPECIAL PROJECTS PARTICIPATION FOR RHMERT
~~2019-2021 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 respective~~2019-2021~~ 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.

2019-2021 Biennium Funding**Funding Available for Sub-Committee and Special Projects Participation for RHMERT**

..... \$5,000.00

2021-2023 Biennium Funding**Funding Available for Sub-Committee and Special Projects Participation for RHMERT**

..... \$5,000.00

EXHIBIT J**SUMMARY - 2019-2021 BIENNIUM FUNDING AVAILABLE
FOR STAND-BY COSTS**

OSFM to Purchase and Maintain OSFM-Provided Equipment for RHMERT – 2019-2021 Biennium Funding - (See Exhibit C)	\$16,000.00
Specialized Training for RHMERT –2019-2021 Biennium Funding - (See Exhibit D)	\$36,718.40
Medical Surveillance for RHMERT–2019-2021 Biennium Funding – (See Exhibit E)	\$12,102.24
Contractor Program Outreach for RHMERT–2019-2021 Biennium Funding – (See Exhibit H)	\$6,342.00
Contractor Sub-Committee and Special Project Participation for RHMERT– 2019-2021 Biennium Funding (See Exhibit I)	\$5,000.00
Total 2019-2021 Biennium Funding Available for Stand-By Costs for RHMERT¹...	\$76,162.64

<u>OSFM to Purchase and Maintain OSFM-Provided Equipment for RHMERT – 2021-2023 Biennium Funding - (See Exhibit C)</u>	<u>\$16,000.00</u>
<u>Specialized Training for RHMERT –2021-2023 Biennium Funding - (See Exhibit D)</u>	<u>\$36,718.40</u>
<u>Medical Surveillance for RHMERT–2021-2023 Biennium Funding – (See Exhibit E)</u>	<u>\$12,102.24</u>
<u>Contractor Program Outreach for RHMERT–2021-2023 Biennium Funding – (See Exhibit H)</u>	<u>\$6,342.00</u>
<u>Contractor Sub-Committee and Special Project Participation for RHMERT– 2021-2023 Biennium Funding (See Exhibit I)</u>	<u>\$5,000.00</u>

Total 2021-2023 Biennium Funding Available for Stand-By Costs for RHMERT²...\$76,162.64

¹ This not-to-exceed amount reflects the total compensation for the RHMERT. In the event that the RHMERT consists of multiple contractors, the contractor tasked with Team Administration shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the amount identified in this Exhibit J.

² This not-to-exceed amount reflects the total compensation for the RHMERT. In the event that the RHMERT consists of multiple contractors, the contractor tasked with Team Administration shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the amount identified in this Exhibit J.

EXHIBIT K**State Spill Response Revolving Fund**

2019 -2021 Biennium Funding\$300,000.00

2021 -2023 Biennium Funding\$300,000.00

This is the ***Total*** State Spill Revolving Funding limitation available for the respective~~2019-2021~~ 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.



ONTARIO
OREGON

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07/13/2021

Ontario Police Department

- Quarterly Report
- 2021- 2nd Quarter

- Steven Romero
- Chief of Police





AGENCY STRUCTURE



ONTARIO
OREGON

2

07/13/2021

CHIEF OF POLICE

STEVEN ROMERO

POLICE OFFICE MANAGER

SHERI SMITH

LIEUTENANT

JASON COOPER

SERGEANTS

DAVE WALTERS
VICTOR GRIMALDO
JON ESPLIN
JAMES SWANK

EVIDENCE TECHNICIAN

DAVID WORTH

POLICE RESERVES

NATHAN MANERY
YESENIA CARPENTER
WES SHAW

SCHOOL RESOURCE OFFICERS

CASEY WALKER-HS
TOMAS ELIZONDO -MS

PATROL

SCOTT PHELPS
CHRIS BOLYARD
RICHARD FRAZIER
JARED CUTLER
AARON PHILLIPS
DANIELLE LLAMAS
ALEX CISNEROS

DETECTIVES

BEN ESPLIN
BJ SNYDER

PATROL

JEREMY JONES
JON LAURENSEN
TODD HARNDEN
BRIAN COOK
SAM D'ADDABBO
TYLER BULLINGTON
ADAM CLINTON
NEW HIRE-PENDING

POLICE SUPPORT SPECIALIST

LIZ AMANSON

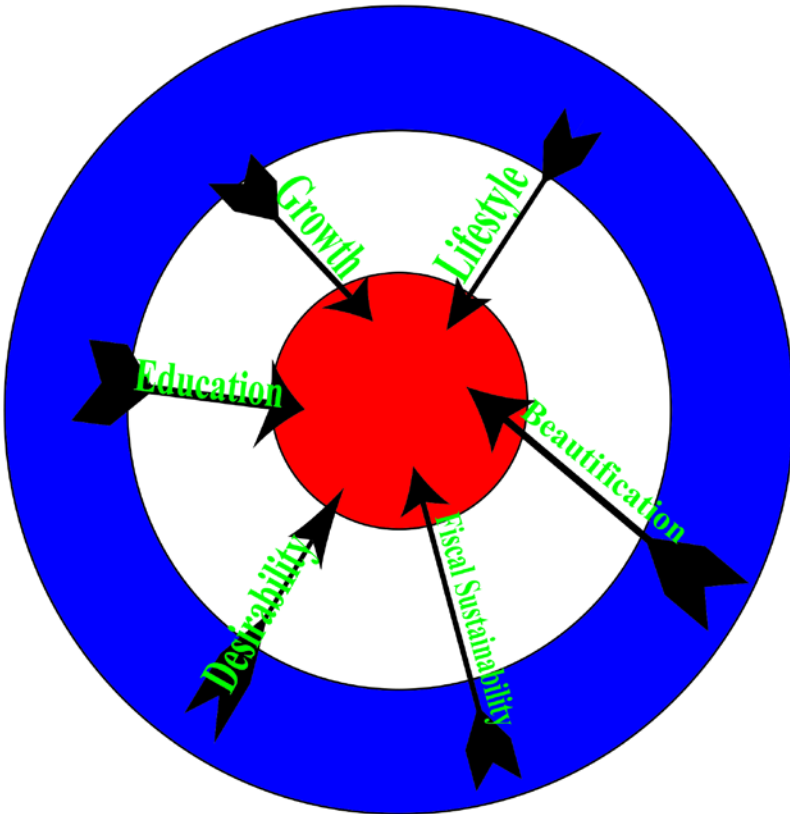
CODE ENFORCEMENT

RICK REYNA



Hitting the Mark!

Strategic Goals



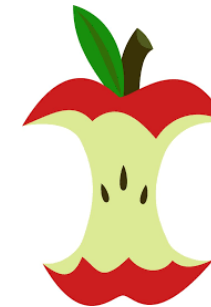
ONTARIO
OREGON

3

07/13/2021

Core Values

- ❖ Commitment
- ❖ Openness
- ❖ Respect
- ❖ Efficiency





Moving the needle forward



4

07/13/2021

- OPD conducted multi-agency advanced tactical training.
- OPD conducted (3) sessions of agency in-house training for major areas.
- OPD conducted several surveys solicited by university level researchers.
- OPD conducted several community policing activities.
- OPD worked through community stakeholders on social-crime issues.





Keeping the city safe



ONTARIO
OREGON

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07/13/2021

- OPD dismantled a local DTO through a multi-agency enforcement initiative.
- OPD experienced several vehicle pursuits resulting in the arrest of several career criminals known to OPD and one from Utah that had illegal snails.
- OPD worked jointly with the U.S. Postal Service inspectors on a mail theft-fraud ring that resulted in the arrest of two Idahoans that were stealing mail and committing fraud in Ontario and Idaho.
- OPD hired a new police officer bringing staffing back up to budgeted 24 FTE's.





Connecting with the Community



6

07/13/2021

Kids & Youth

- Pinata Day at BGC (Ontario)
- Escorts for OHS Soccer & Wrestling teams .
- “Fish with a cop.”



Adults

- BGC “Boots and Blues.”
- Chief’s Advisory Council meeting.
- OPD & Faith-Based leaders meeting.
- Boys and Girls Club, Kiwanis & American Legion.
- Veterans Motorcycle Ride escort.





OPD Achievements



ONTARIO
OREGON

7

07/13/2021

- Completed training facility deck and ramp project.
- Launched OPD's first "Safety First" article (Argus Observer).
- Assisted with city's Security Grant Program.
- Procured statewide assistance for OPD evidence room audit.
- Participated in several community-policing events.



Facilities Improvement



ONTARIO
OREGON

8

07/13/2021





OPD Statistics



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9

07/13/2021



Police Stat Report 2021

Activity	2021 April	2021 May	2021 June	YTD 2021	QTR 1	QTR 2	PRIOR YTD 2020
Calls for Service	826/1290	874/1381	1047/1607	5113/8276	2366/3998	2747/4278	5147
Murder	0	0	0	0	0	0	1
Manslaughter	0	0	0	0	0	0	0
Robbery	1	1	1	9	6	3	4
Sex Crimes	9	5	5	33	14	19	34
Burglary	16	15	13	85	41	44	65
Assault	11	11	9	73	42	31	86
Arson	0	0	0	2	2	0	0
UUMV / Auto Theft	5	7	16	54	26	28	
Arrests	113	75	90	547	269	278	476
Arrests w/Use of Force	2	4	2	12	4	8	4
Gang Related Cases	6	3	4	35	22	13	12
Graffiti	8	6	4	56	38	18	35
Death Investigations	0	3	5	9	1	8	10
SRO Cases	21	2	0	60	37	23	75
Thefts	45	70	88	355	152	203	383
Traffic Stops	80	105	38	550	327	223	1094
Cited Traffic/Parking	54	36	103	475	282	193	516
Traffic Crashes	41	33	50	232	108	124	199
Alarms	26	33	47	168	62	106	162





Code Enforcement Stats



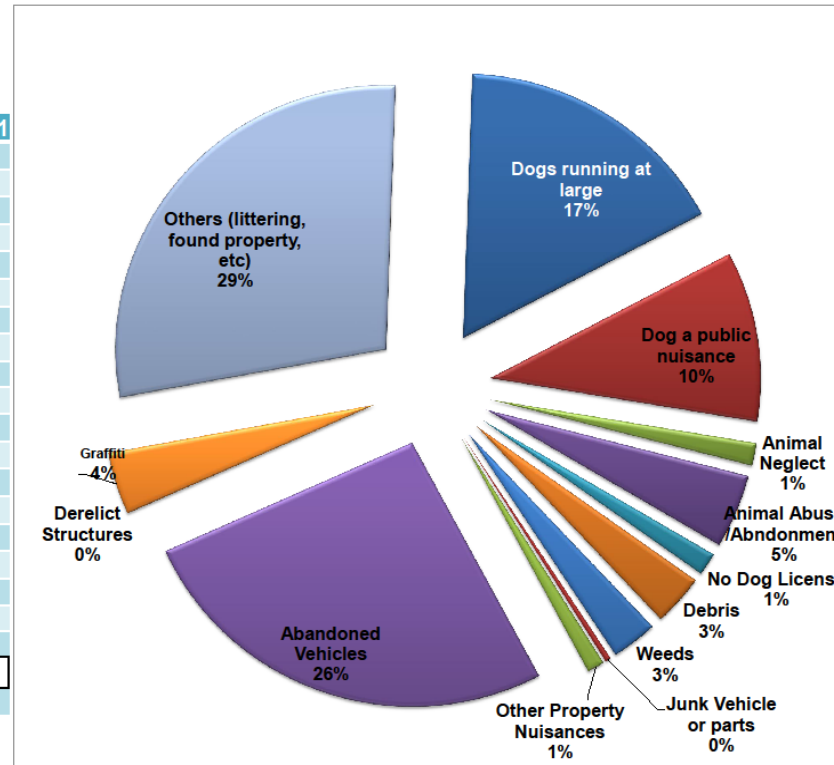
ONTARIO
OREGON

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07/13/2021

CODE ENFORCEMENT QRT2: 2021 Stats

Violation	Q2-2021	Column1
Dogs running at large	48	
Dog a public nuisance	30	
Animal Neglect	4	
Animal Abuse /Abndonment	13	
No Dog License	4	
Debris	9	
Weeds	8	
Junk Vehicle or parts	1	
Other Property Nuisances	3	
Abandoned Vehicles	75	
Derelict Structures	0	
Graffiti	11	
Others (littering, found property, etc)	82	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	2	
Total Violations	290	
Total Cases	290	



Notes: CODE ENFORCEMENT HAS BEEN MAKING MORE VERBAL CONTACT WITH PROPERTIES THAT HAVE VIOLATIONS
NO ABTAEMENTS ARE BEING DONE /WITH NO CIVIL PENALTIES BEING SENT AT THIS TIME. CODE ENFORCEMENT HAS BEEN
VERY LUCKY AND HAVE BEEN GETTING COMPLIANCE FROM THE BUSINESS AND RESIDENCE WITH CLEANING UP THEIR PROPERTIES.





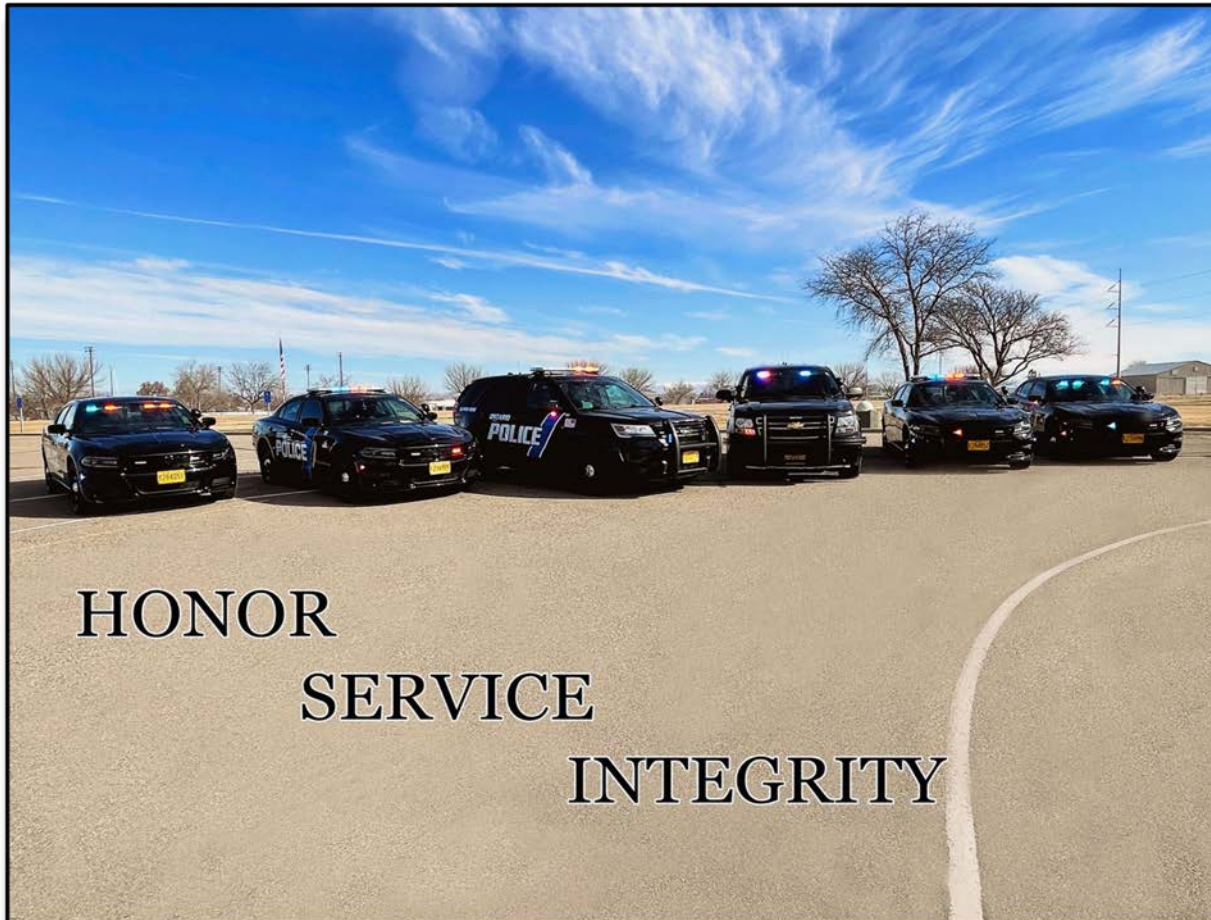
Questions or Direction?



ONTARIO
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07/13/2021





ONTARIO
OREGON

Second Quarter Report

March 2021 – May 2021



OHS Boys Varsity Soccer Send Off



Got Pancakes?



Final Sign Off



RIP Retired OPD Officer Hartley



Station Tours





Fire Safety



Work Hard, Train Hard



Work Hard, Train Hard



The Learning Never Stops



ONTARIO
OREGON



Structure Fires



April 7, 2021



April 23, 2021
Mentally Exhausting Day



April 23, 2021

Mentally Exhausting Day



Inspections

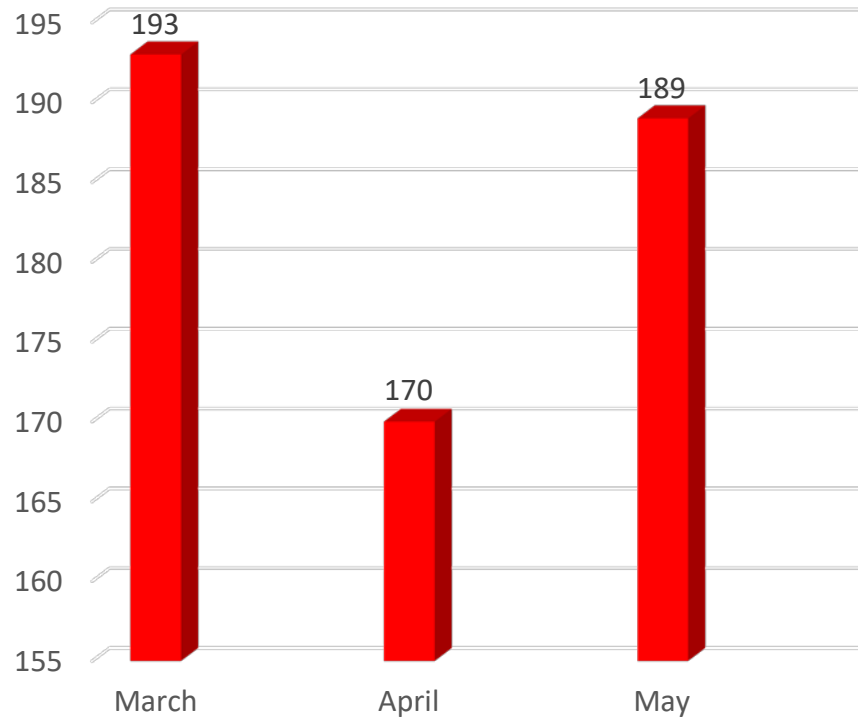
- OHS Vo-Tech Remodel
- West Park Plaza Remodel
- ODOT Offices fire alarm
- 8C Schools bi-annual with OSFM
- Hydrant flows for new Commercial Tire.



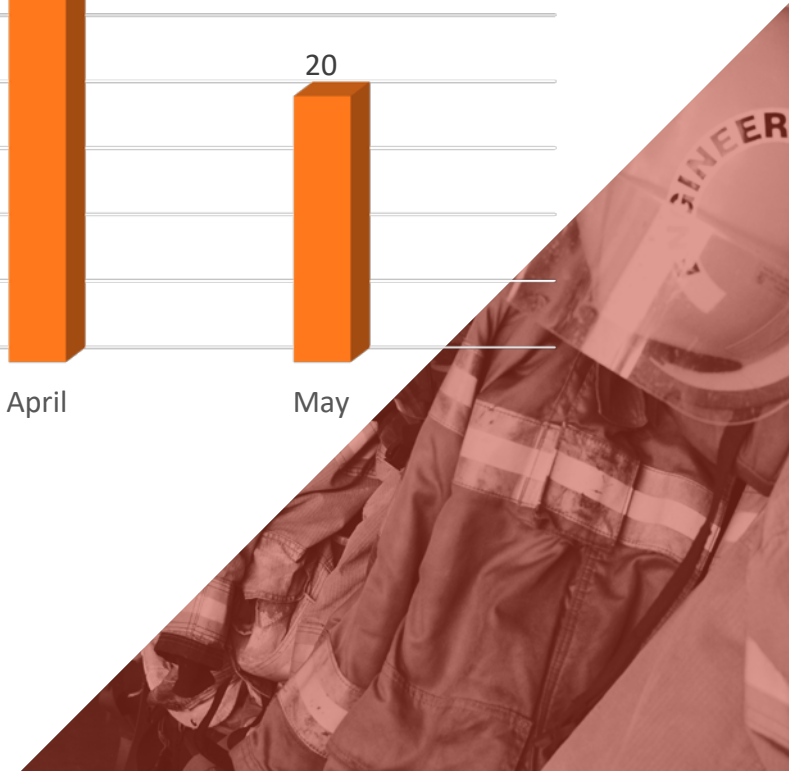
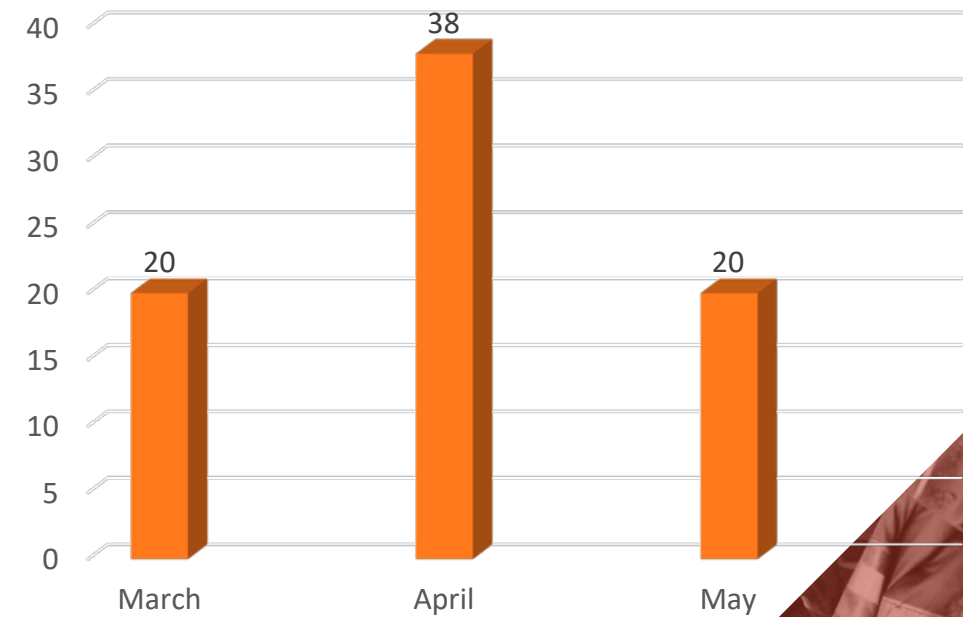
Medical & Fire Calls



MEDICAL



FIRE



109' Ladder Truck







Land Acknowledgement Statements

July 13, 2021





Parks Committee Member

The Land Acknowledgement Statement below was requested to be read at each Parks Committee Meeting by a Parks Commissioner.

This City of Ontario Parks Committee recognizes we discuss and occupy land the indigenous first Americans of this region inhabited since time immemorial. These people were forcibly removed from their homeland and placed on reservations. This land is the ancestral territory of the Shoshone-Bannock of Western Shoshone and the Northern Paiute people. Today, descendants and modern Sho-Pai peoples may live around us and may be enrolled in one of three tribal nations: the Burns-Paiute, Duck Valley, or Fort McDermitt.

Parks Committee

As a whole, the Ontario Parks Committee requested that the City Council discuss whether it wanted a land acknowledgement statement read at the beginning of the Parks Committee meeting.

What is a Land Acknowledgement Statement?

"It is important to understand the longstanding history that has brought you to reside on the land, and to seek to understand your place within that history. Land acknowledgements do not exist in a past tense, or historical context: colonialism is a current ongoing process, and we need to build our mindfulness of our present participation." [Northwestern University](#)

"When we talk about land, land is part of who we are. It's a mixture of our blood, our past, our current, and our future. We carry our ancestors in us, and they're around us. As you all do." Mary Lyons (Leech Lake Band of Ojibwe)

- <https://nativegov.org/a-guide-to-indigenous-land-acknowledgment/>

How is it implemented?

A single proclamation to stand on record is very good. Or a simple, sleek and honorable statement written to be read before each meeting in the Council Chambers would be great.”

Sammy Castonguay, Parks Committee Member

Advice from Colleagues

If you are going to do a land acknowledgement statement don't just take one that others used, meet with the tribes, because its not about you looking good, its about what you are going to do to respect the land and improve the human condition as the current steward of the land.

Options

- Accept a proposed statement
- Engage in conversations with indigenous populations that previously lived in our area to create a statement
 - Have a standing statement (without recitation)
 - Have a statement recited in meetings
- Create a meaningful proclamation based on conversations with indigenous populations
- Take no action

LOCAL MARIJUANA TAX

BUDGET	ACTUAL	ESTIMATED TOTAL
\$ 1,100,000.00	\$ 2,129,072.39	\$ 2,756,363.99

****STILL ONE PAYMENT LEFT, ESTIMATED INCLUDES THE ESTIMATE OF FINAL PAYMENT**

MOST RECENT PAYMENT RECEIVED FOR JAN-MARCH 2021 \$627,291.60

STATE MARIJUANA TAX

BUDGET	ACTUAL	OVER (UNDER) BUDGET
\$ 50,000.00	\$ 50,696.15	\$ 696.15



PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, May 11, 2021, 3:00 p.m. MT

The scheduled meeting of the Public Works was called to order by Chairman Bernie Babcock at approximately 3:00 p.m. on Tuesday, May 11, 2021 in the Council Chambers of City Hall. Committee members present in person or attended via Teams were Bernie Babcock, Scott Wilson, Pat Woodcock, Jackson Fox, and Jake Galeener.

Others present in person or via Teams were Al Cablay, Paul Woods, Suzanne Mulvany, Adam Brown, and Griffin Hewitt, Argus Observer.

The press was notified and in attendance. This meeting was recorded; copies are available at the Public Works Headquarters and on the city's website at www.ontariooregon.org.

ADOPTION OF MINUTES – MARCH 9, 2021

RESOLUTION, ACTION &/OR MOTION:

THE MOTION WAS MADE BY MR. WILSON, SECONDED BY MR. WOODCOCK TO ADOPT THE MINUTES OF THE PREVIOUS MEETING, MARCH 09, 2021: MOTION PASSED UNANIMOUSLY.

ADOPTION OF MINUTES – APRIL 13, 2021

RESOLUTION, ACTION &/OR MOTION:

THE MOTION WAS MADE BY MR. FOX, SECONDED BY MR. WILSON TO ADOPT THE MINUTES OF THE PREVIOUS MEETING, APRIL 13, 2021: MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS

Arbor Day – April 30th

- First step to becoming a Tree City USA (allows the City to be eligible for street project grants)

National Drinking Water Week – May 2nd – May 8th

- First week of May every year

National Public Works Week – May 16th – May 22nd

- Third week of May every year

AC – During the National Public Works week we intend on setting up a kiosk or table downstairs at City Hall with this poster “Stronger Together”, established by the American Public Works Association, otherwise known as the APWA. This along with the table and some refreshments we’ll have some handouts, give-a-ways, etc. The proclamation will go to the May 18th Council meeting, which is within the week of National Public Works Week. I would like to continue this on as a tradition here with the City in Public Works as part of a Jacobs contribution.

Lastly, you do have some of the samples of the handouts that we’ll have for the public, and that's the bumper sticker that says, “I Love Public Works” and also the notepad stating “The Power of Public Works”. This is only a few of the giveaways that we’ll have available. (picture of table set up at City Hall on next page)

RESOLUTION, ACTION &/OR MOTION:

NONE



ALAMEDA ELEMENTARY TRAFFIC ISSUE UPDATE

AC – We wanted to give you an oral update of what's happening with the Alameda traffic issue. We did report this to the City Council; Sam Baker did a very good job in outlining what issues were proper for the PWC to the City Council. He also spent some time on Alameda; support was given by the City Council for the actions that the committee recommended to staff. We are in the process of doing those; you will see parking signs, not red curb but parking signs for the East side of the street across from the school as a first step. That will be done after school is let out for the summer so that when folks come back, they'll see it. And we understand that Andrea, the principle of Alameda will get word out to the parent group. At this point, we're still working out the details of the other option of utilizing the site road.

BB – Is that the direction that the City Council...? I'm assuming they made a recommendation, or they want the city staff to make some recommendations... the idea that was presented here was the one that was vetted and that's the direction you're looking at right now. Is that correct?

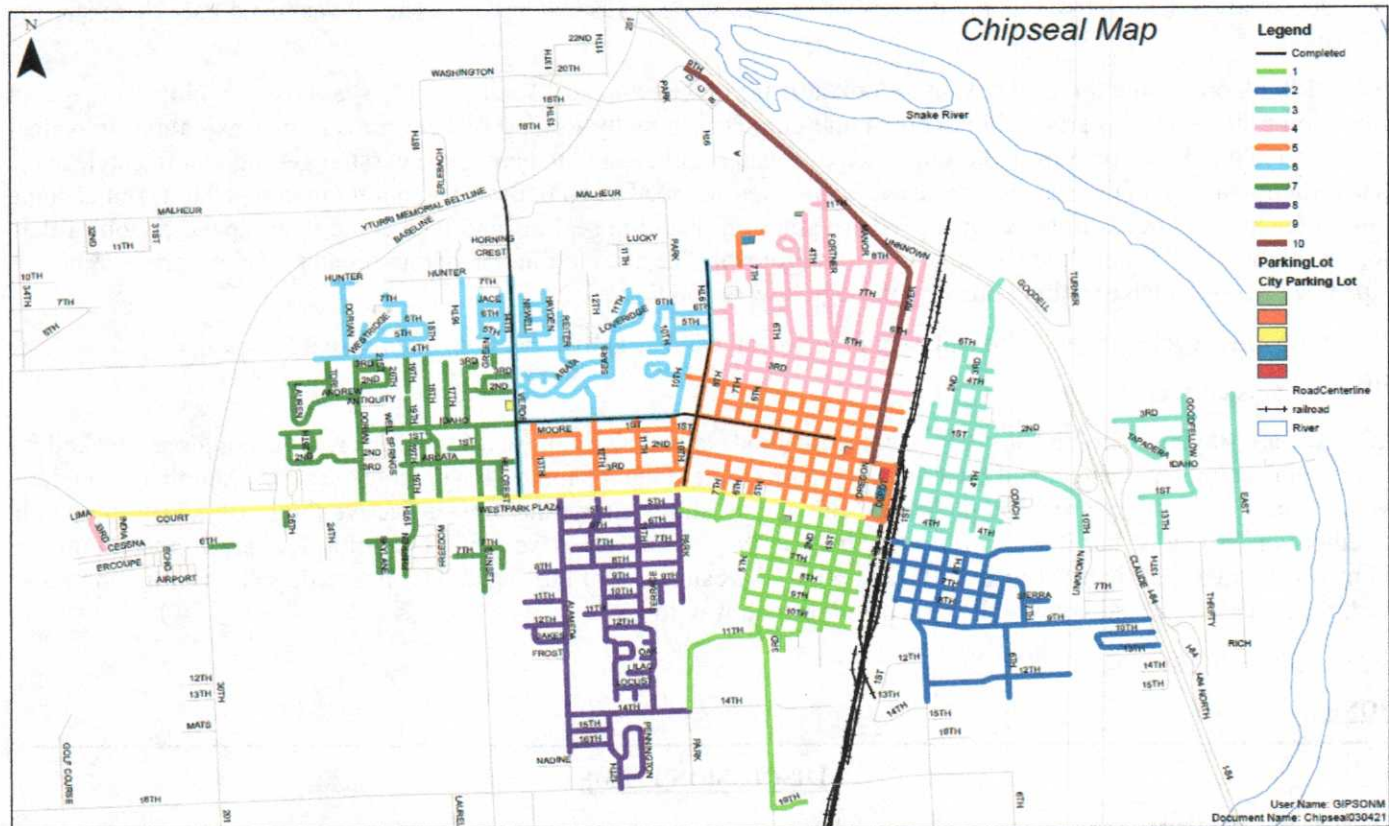
AC – Yes, and it followed the protocol process that the Council, I believe identifies as your purpose and your roll. This was vetted before the Public Works Committee and it was supported and again reported by Councilor Sam Baker.

BB – So, do you have any kind of an idea when the city staff will finish their report and have a plan in mind, and when it will come back to the Public Works Committee?

AC – We spoke with another supervisor from Alameda Elementary; he and Andrea said that they would like to have a bit of time to discuss it during the summer. So, we hope by fall. I use that word 'Hope' because we're not sure of the ownership of the side road, and we want to make sure that we'll be able to utilize it. Once we present the option, we'll bring it back to the committee once everyone agrees, and before we start so that we have every issue vetted and identified. One of the concerns is of course the gate and the roadway does have a little bit of a switch back in it and so that concerns us a little bit because of the liability. The school's operations supervisor is the one that brought that up.

RESOLUTION, ACTION &/OR MOTION:

NONE

CITY WIDE ANNUAL CHIP SEAL PROGRAM

AC – There was an inquiry made by committee member Jackson Fox about the Chip Seal program. So, I wanted to show you the latest version of what we do as far as chip sealing. It's pretty straight forward, of course, with budget constraints we can only do as many streets as money allows. The amount has been at \$100,000 and this year we got a low bid of \$77,000 and some change I believe. So, as far as I understand, we will not be able to do all of the streets that's shown for area 8 on the map. I will report back to the committee when I do have a better figure of how much percentage wise of that zone, we'll be able to cover with this year's money.

I think that will be good information for the committee to keep in mind as we go forward for budgeting purposes, to be able to say this is what we're able to do in this zone, etc. And can we get more? I'd like to approach that with the Budget Committee and City Council.

BB – I do have one question. So, I see here in your legend it shows that you basically have 10 zones and obviously some of those zones, they're almost similar in size, with maybe the exception of Zone 10, but the footage is probably the issue. Is this on a rotational 10-year basis? Is that what this is telling us?

AC – For matter of history I was told that this was a 10-year zone map and that's how it was funded. But because of funding extending it 10 years, we weren't able to afford it. We just kept the same 10 zones; like I said, I think this will be a good gauge to see what the \$100,000 can do for us. Should we chop it up? Should we make them more sensitive to primary and secondary roads? It didn't take those elements into consideration; what this was, was a yearly/annual map. So maybe we might want to rethink it, but for now I thought just bring forward what we are working with.

BB – That was my question. Is 10 years enough...?

SW – That is correct. I remember when we put that together. The first 10-years we had the money to do every section, but then after that it didn't happen; money wasn't available to continue. The original idea was every section got a chip seal every 10 years, but funding didn't allow that to continue. But the assumption is correct and that is how it started.

JF – We were told by so called experts that every 10 years you need to be addressing asphalt roads.

BB – Well, if you miss years and you don't do it, then obviously get behind the 8 ball and you have multiple sections that need to be done.

(Jake Galeener joined the meeting)

JF – Does it always work like that in 10 years? I've seen some roads that haven't gone 10 years and I see them starting to break up.

PIW – I think one of the things we want to look at is if you get chip seal layer, on chip seal layer, on chip seal layer at some point the subbase starts to break down and chip seal is really to kind of help prevent that oxidation of asphalt cracking and breaking down from the sun. And once water starts to get in there, once we start getting that freestyle cycle that's when you're going to see the subbase fail, and then we need to go in there and cut it out and patch it. But at some point, the chip seal needs to be replaced. Where you mill that chip seal off and then come in and pave on top of that. So, at a higher level we can't just keep chip sealing forever. We need to think about a mill and inlay program. Which is expensive but we'll have to think our way through how we do that.

BB – Can you recycle that with the chip seal in it, so you can basically chop it up and reuse it?

PIW – That is correct.

AC – We are staying on top of this. City Engineer Woods talked about those areas where we're having seepage and it's coming through the pavement and breaking it up a lot sooner than it should be with crack sealing. And that's one thing we have been able to do is stay on the zones. But as you know it's not the most attractive thing, right? But they hold together, and it works, but it's not most attractive, so they're strategies we plan on coming forward to the committee with; you'll have first rights of refusal. What options we can use. But then again that has to do with how much money we have to deal with, and you will help us decide which way to go.

RESOLUTION, ACTION &/OR MOTION:

NONE

DISCUSSION ITEMS

Evergreen Cemetery

AC – Mr. Chairman, members of the committee, I'll take these in order. It's called Cemetery complaint, but essentially, it's the Evergreen Cemetery. The north gate at Evergreen Cemetery has recently been opened for a trial period. An inquiry came to the City Manager's office for us to consider opening it up. Which we did, and by doing that we also opened up the lines of communication to log every complaint, and what you have are the complaints we've had for the last 60 days. Right now, we're not coming to you with any solutions, but this is something that I believe that the committee could really help with. A staff recommendation or options if you will, to bring forward to the City Manager's office and staff to consider implementing. If there is or, do we just shut it? I just wanted to daylight with you the number of complaints that we've logged so far for the 60-day period. So, what do we do from here going forward? And so, I thought I would open it up for discussion.

BB – So, the north gate you're referring to is on Park Blvd, and I live pretty close to there and I walk my dogs and run my dogs on the campus pretty frequently. And I seen the gate open all the time. I rarely if ever see it closed and I know that the city staff would maintain the Cemetery need it open. They use it very frequently during the day. It seems logical to close the gate. I know it's an inconvenience for city staff to have to open it and close it and open it and close it. And I know that sometimes that entrance that North entrance is easier to get where they need to be. But quite honestly, my recommendation, not knowing other reasons why it may be open, would be to close the gate.

JF – Are you telling us that there are smart-alecks using this as a thoroughfare? – Yes.

AC – Clearly that's the history of it and the past, which is why it was shut. It was actually shut for most of the time and just open for staff. The complaint, the inquiry was why not leave it open? Pressing pause, if you will, my experience with public cemeteries is that they're usually wide open... all gates are open. It's because it's a municipal cemetery, a publicly owned cemetery. I'm not familiar with them being closed off, and I'm talking 24/7. That's my history.

BB – I can tell you what's going to happen when you close the gate. They're going to drive on the walking trail. I guarantee it. I know there are bollards at both ends or at one end at least. There may be 2 now, but I've seen them drive through there too, before it was marked off so.

AC – Again, more discussion would be fine with the staff. We just thought we would daylight with you. This is a typical issue that we don't have the silver bullet. We're open. Obviously, many of you have much more history with the

community and Chairman Babcock with you living right down the street. We just wanted to be able to compile the best report to the City Manager so we can sit down and perhaps come forward. This won't be the last time you hear about this.

BB – For clarification, your concern is the public that does visit the Cemetery. As a convenience access for them into the Cemetery? – Yes.

JF – Was there heartburn when the gate was closed? Because I remember it being closed a lot. People were complaining about that or...?

AC – Technically there is only one strong inquiry about it. Maybe the City Manager may want to comment.

JG – I'd like to make a quick comment because I deal with this in the country. So, why can't we just have a little bit stronger law enforcement presence? Start pulling these people over, it's pretty easy. Don't close the gates, it's still available to the public and... you know, I complain to the Sheriff when there's things happening on my private property and/or even on the road I live on. Seems to be a pretty simple solution, especially if they just start driving through there. Maybe with increased patrolling there and people start getting pulled over. The word might get out.

JF – There's a change of staff out there every year because of those college dorms. There's a new crew of them every year. There are three other entrances. It's just a shortcut I think, for those college kids to go to the dorm or to go to Butler Blvd.

AB – It was just one elderly lady that called and talked to me, repeatedly. And I said the same thing. That there's three other entrances to it. And she said, well, you know, I think for me, I want to be able to come in the North entrance to go see my husband. That is the only comment. And then Al thought it to be a good idea to leave it open for 60 days and have the staff log in any dangers of people coming through there. That's it. It really wasn't a City-Wide 'coup' about the Cemetery. Just one person, but we listen to everybody.

AC – You're welcome to send all of your comments you want to over to my office. And we'll log those into the report to the City Manager, and then I'm sure we'll come back to let you know what we're doing with this discussion item.

Gazebo Relocation Project



AC – Mr. Chairman, members of the committee, we are proud to say that the project is underway. It was given approval by the City Council last week. We had a number of contractors of which is finished with this first phase. Which was to

relocate the gazebo and you can see it there in the yard. The roof portion of it. And that's the picture of what it looked like when it was in place. It's going to be relocated to Moore park after the foundation and the poles have been placed to support it. Public Works staff will be relocating irrigation lines and pulling out at least two trees. We believe the foundation contractor, JLCC from Idaho, will be able to start; we have a tentative date in two weeks. They will have it completed in a two-week period, in which staff will be doing the inspection. Staff meaning the building department staff or building official and Jacob staff or Public Works staff as well. And during that time or one note is the Farmers Market, I'm not exactly sure when they intend on starting, but if they do it'll be on Moore park until it is not available and then when it is not available, once the contractor has been deployed we'll close down first street and public works will, every weekend set up traffic control and that's where the vendors will set up until such time that the gazebo is complete.

YouTube video link to the actual first phase of the Gazebo Relocation project:

<https://www.youtube.com/watch?v=QyTW0xoBIHk>



Downtown Dumpster Project

AC – This is another special project if you want to categorize it as such. Same as with the Gazebo project, it's funded and something that public works is taking on to project manage. Just wanted to show you the first step as there will be more to it. There's been a lot to this, and I didn't rehearse this with committee member Scott. So, maybe he'd like to comment as far as some of the efforts that's gone into at least identifying this location and how we plan on moving forward.

SW – Al and I met several times, did several walk arounds, and looked at different enclosures to come up with something that will work and look nice down there. I've looked over this proposed location and where it might sit, and he's taking some pictures of some other enclosures and gates and so forth that will work best down there.

BB – Scott, I have one question. So, this is just a picture of 1 parking lot. Is this being replicated? Because there are three parking lots back behind the main street. That's where this is correct?

AC – Yes, this is one that I refer to as the one behind Fiesta Guadalajara and the others will be. We want this to be a template if you will. We are doing one right now hoping success with it. We are a-ways off because there are some design aspects we're looking at. It was difficult to even get to this point. I did conduct a door-to-door survey of the area business owners to find out their opinions. I just want to make sure that staff is as informed as possible. And again, going with Scott as far as what enclosures are preferred. I've had a lot of experience with different types of enclosures and depending on how they access it. It could really be problematic if you come up with the wrong design. So, we want to make sure it's designed right, that the intent fits the goal, which is to centralize everything. Which is the grease, the Cardboard, and the regular solid waste as well because they are all kind of centered around that existing island behind Fiesta Guadalajara. So, we'll work through that; it doesn't mean that any of the existing dumpsters that are being used by others will go away. But at this point we want to build a trash enclosure that is functional, is attractive and is agreeable

to the business providers. Once again, the committee will be informed as we get more details planned. And maybe we can partner with Ontario Sanitation to help us.

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

PIW – There was a matter that came up. It was a sewer question issue that came directly to the Council, and the Council directed staff to do some work and get back to them. We've reported it back to Council and they gave us some direction, but I'd like to daylight it. I think as we move forward it would be good to bring those to the Public Works Commission. The timing is a little awkward and that the Council likes to see the first meeting of the month as a study session, and that's when they want to hear that. So, I'll just quickly summarize the issue.

Bluebird Car Wash had come and presented the Mayor and Council with a study that showed that in car washes that were studied in three other large cities that there is a 17% loss in evaporation as the result of the car wash activities. So, the way we bill for sewer is off their water consumption, and they were saying that that is overcharging them for sewer. Therefore, based on the study they were asking for a 17% reduction. In our view, there is evaporative loss in a number of situations, right? In your home, you do a load of laundry and you put it in the dryer. You know, there's evaporative loss we're charging you for your sewer. Based on how much water you consume and so in this particular case they do recycle their water thru their car washing, and so our recommendation is let's have them put in a meter at their own expense, and then we'll charge off actual meter flow; the Council was good with that. In the future, typically, if there's enough time, we'd like to bring those ideas to you and have them vetted here.

But with this one, they just showed up at the public comment; they made the recommendation or requested the Council and was kind of directed to us to come back. So, from a timing perspective we didn't want to delay. Anyway, we're in the process of doing that and working with them. Having them install the meter at their expense, and they're OK with doing that. And one of the questions that came up from the Council was "what about the other car washes"? And that's exactly what we're afraid of. Because you start using studies to justify reductions and that can get out of hand quickly. So, we like to be consistent with that and where possible, have people actually put in at their expense flowmeters.

BB – So, there isn't currently a meter for the Bluebird car wash?

PIW – Not for sewer and that's pretty typical across the US. Right now, we use their water meter consumption as a basis for their sewage consumption.

BB – So they are installing a meter on the sewer system.

PIW – Correct. And if their study is right it'll show about a 15% reduction in the amount of the customers sewer. But then we'll have actual real data measured to use for billing purposes.

JF – So what can of worms will that open up for a private person like me with a big yard irrigating with city water?

PIW – The way that we charge for residential use right now is we use your consumption in the winter months as the basis, and we carry that forward through the summer. So, we don't use your summer flow as a basis for sewer.

The second item I just wanted to mention that in terms of building towards the CIP, that we would take some meetings during the year to kind of dedicate and focus on specific funds. I'd like to start off with the water fund, and Al and I talked about doing this in June. Although it depends on what our attendance is; we've got time and rather than going through all three of them in a whole meeting and have everybody be exhausted. And So, what I was thinking was, let's start with the water system. I'll do a quick background of what are the system components: Wells, River intake, we've got an old treatment plant, we've got a new treatment plant and distribution system. We have pressure tanks. We have booster pumps, a fire hydrant system... Just describe all that and then what our production characteristics are. How close are we to capacity? And what's a peak day and what seasonality looks like? And then what is our customer count. How many residential customers? How many commercial, how many industrial and what is that for our overall water fund and then what our water rates are associated with that. And then describe the asset condition. Kind of as we see it and give you a preliminary idea what we're thinking for the CIP. It's very preliminary, but at least gives you some background. Gives you an idea of where we're heading, so as we get closer to the budget all these things aren't just hitting you all at once. If that outline seems OK. I'll go ahead and put together a presentation.

BB – I think that is a great idea.

ADJOURN

THE MOTION WAS MADE BY MR. WILSON AT 3:52 PM; SECONDED BY MR. GALEENER TO ADJOURN: MOTION PASSED UNANIMOUSLY.

APPROVED:

Signature

Date

(Bernie Babcock, Chairman / Scott Wilson, Vice-Chairman)

MALHEUR COUNTY COURT MINUTES

June 16, 2021

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge present and Commissioner Ron Jacobs present telephonically. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public, and staff were present electronically. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2021-2990](#)

PUBLIC HEARING - ADOPTION OF ASD BUDGET

The Court met as the governing body of the Ambulance Service District (ASD). Judge Joyce opened the public hearing for consideration of Resolution R21-16 adopting the Ambulance Service District budget; notice of the hearing was published in the Argus Observer. No public comments were received. Judge Joyce closed the hearing. Commissioner Hodge moved to approve Resolution R21-16: In the Matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2021/22 as Required by ORS 294.456. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2021-2991](#)

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of June 9, 2021 as written. Commissioner Jacobs seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Hodge moved to approve Crossing Permit #22-21 to Romans' Precision Irrigation to trench across Hillcrest Drive #872 for power to supply a pivot; and Crossing Permit #23-21 to Warrington Irrigation to replace an existing water pipe under Airport Road #888. Commissioner Jacobs seconded and the motion passed unanimously.

LEASE AMENDMENT - ERLEBACH

Commissioner Hodge moved to approve Sixth Amendment to Lease Agreement with Bruce and Teresa Erlebach, recorded as instrument # [2004-8970](#). First Amendment recorded as instrument # [2012-0405](#). Second Amendment recorded as instrument # [2014-0678](#). Third Amendment recorded as instrument # [2015-0226](#). Fourth Amendment recorded as instrument # [2015-4213](#). Fifth Amendment recorded as instrument # [2018-0022](#). Commissioner Jacobs seconded and the motion passed unanimously. The amendment extends the lease agreement to June 30, 2023 and is for the Justice Court facility. See instrument # [2021-2995](#)

PUBLIC HEARING - ADOPTION OF EXTENSION TAX DISTRICT BUDGET

The Court met as the governing body of the Malheur County Agricultural Educational Extension Service District. Judge Joyce opened the public hearing for consideration of Resolution R21-17 adopting the Extension tax district budget; notice of the hearing was published in the Argus Observer. No public comments were received. Judge Joyce closed the hearing. Commissioner Jacobs moved to approve Resolution R21-17: In the matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2021/22 as Required by ORS 294.456. Commissioner Hodge seconded and the motion passed unanimously. Total Appropriation is \$1,256,910 and the tax rate is \$0.23 per \$1,000 of assessed value. See instrument # [2021-2992](#)

SUBAGREEMENT WITH MCOA&CS - ODOT AGREEMENT 34993

Commissioner Hodge moved to approve Sub-Agreement with Malheur Council on Aging and Community Services (MCOA&CS) for General Public Transit Service Pursuant to State Agreement Number 34993, 5311-Operating. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # *** for the Sub-Agreement; and instrument # *** for the ODOT Agreement.

ODOT AGREEMENT - OPERATING 5310 FUNDING

Commissioner Hodge moved to approve Public Transportation Division Oregon Department of Transportation Agreement No. 35184, Operating 5310. Commissioner Jacobs seconded and the motion passed unanimously. The Agreement provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public. A copy will be returned for recording.

SUBAGREEMENT WITH MCOA&CS - ODOT AGREEMENT 35184

Commissioner Jacobs moved to approve Sub-Agreement with Malheur Council on Aging and Community Services (MCOA&CS) (to provide public transportation to seniors and individuals with disabilities, and the general public, in and around Malheur County, and to support the administrative costs required to manage the service contract) Pursuant to State Agreement Number 35184, Operating - 5310. Commissioner Hodge seconded and the motion passed unanimously. See instrument # *** for the Sub-Agreement; and instrument # *** for the ODOT Agreement.

AMENDMENT - IGA #166050

Commissioner Hodge moved to approve Third Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services Agreement #166050. Commissioner Jacobs seconded and the motion passed unanimously. The amendment adds funding for MHS 30 Monitoring, Security, and Supervision Services for individuals under the jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board to cover additional housing expenses through December 31, 2021. A copy will be returned for recording.

ODOT AGREEMENT - STATE

Commissioner Hodge moved to approve Public Transportation Division Oregon Department of Transportation Agreement No. 34957, STATE. Commissioner Jacobs seconded and the motion passed unanimously. The Agreement provides financial support for special transportation services benefiting seniors and individuals with disabilities. A sub-agreement to provide the services will be entered into with MCOA&CS. A copy will be returned for recording.

CHECK REGISTER

Commissioner Hodge moved to approve the Accounts Payable book for April and May 2021. Commissioner Jacobs seconded and the motion passed unanimously.

PUBLIC HEARING - ADOPTION OF COUNTY BUDGET

Judge Joyce opened the public hearing for consideration of Resolution R21-18 adopting the County budget; notice of the hearing was published in the Argus Observer. No public comments were received. Commissioner Hodge moved to approve Resolution R21-18: In the Matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2021/22 as Required by ORS 294.456. Commissioner Jacobs seconded and the motion passed unanimously. The total sum of the budget for the 2021/22 fiscal year is \$44,209,821; and the tax rate is \$2.5823 per \$1,000 of assessed value. See instrument # [2021-2994](#) for the document listing the changes before budget adoption; and instrument # [2021-2993](#) for Resolution R21-18.

JUVENILE DEPARTMENT - RECLAIMING FUTURES AGREEMENT

Juvenile Department Director Susan Gregory and Evan Elkin from Reclaiming Futures met with the Court and presented a Reclaiming Futures' Measure 110 Pilot Program agreement for their consideration. Three counties are participating in the pilot program - Washington, Clackamas, and Malheur. Reclaiming Futures has designed a screening and brief intervention approach for youth focused on identifying and responding to signs of substance use and behavioral and mental health difficulty. This approach falls under the general framework known as SBIRT (Screening, Brief Intervention and Referral to Treatment). Commissioner Hodge moved to approve Reclaiming Futures & SBIRT-JJ Trademark and Access Agreement. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2021-3014](#)

VACCINE INCENTIVE FUNDING

The Court again discussed using a portion of the County's vaccine incentive funding for additional lottery drawings through the Oregon Lottery. Commissioner Hodge moved to contribute \$25,000 and have 10 vaccinated Malheur County winners drawn (winning \$2500 each); and authorized Judge Joyce to sign the necessary IGA with Lottery when it is prepared. Commissioner Jacobs seconded and the motion passed unanimously.

LEASE AND OPERATING AGREEMENT BETWEEN MCDC AND AMERICOLD

County Counsel Stephanie Williams explained that MCDC (Malheur County Development Corporation) was having a meeting tonight, 5:30 p.m., to approve the lease and operating agreement with Americold for the Treasure Valley Reload Center. The Court members were provided a draft copy of the agreement and can voice any concerns at MCDC's meeting tonight. It is a 20-year lease agreement; after 20 years Americold has the option to buy the warehouse facility and three acres for \$1.00; Americold will pay MCDC \$2500 per month with increases based on the CPI index; Americold will operate the facility; pay taxes on the facility; maintain the rail spur, and gather necessary data so that MCDC can charge a user/shipper fee (the onion shippers have tentatively agreed to pay \$0.05 per bag shipped to MCDC; MCDC will pass this on to the County to assist with paying down the debt obligation). Once the partition plat is filed the County will sell 65 acres to MCDC and that money will be used to pay down the County's debt obligation. The Court acknowledged that they had reviewed the agreement and did not have any concerns to voice.

AMENDMENT - IGA 19-035

Commissioner Hodge moved to approve Amendment No. 1 to Intergovernmental Agreement No. 19-035 (recorded as instrument # [2019-3634](#) with Department of Energy. Commissioner Jacobs seconded and the motion passed unanimously. The termination date of the IGA is extended to June 30, 2023. See instrument # [2021-3017](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

June 23, 2021

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public, and staff were present electronically. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2021-3138](#)

SUBDIVISION PLAT

Surveyor/Engineer Tom Edwards met with the Court and presented a subdivision plat for their consideration. Commissioner Hodge noted that the subdivision plat was part of a project of Malheur Education Service District (ESD) and he is a member of that board. Judge Joyce moved to approve Wapato West Subdivision Plat, in the City of Ontario. Commissioner Jacobs seconded and the motion passed unanimously. See instrument# [2021-3135](#)

ID BADGES

IS Coordinator Josh Kreger met with the Court and shared ID cards and lanyards he had designed for County employees. All County employees will be issued a photo identification (ID) Badge. The County policy concerning ID Badges was also updated and effective July 2021 all employees who have an assigned work area in the Courthouse must wear the ID badge during hours that the Courthouse is open to the public.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of June 16, 2021 as written. Commissioner Hodge seconded and the motion passed unanimously.

SUBAGREEMENT WITH MCOA&CS – ODOT AGREEMENT 34957

Commissioner Jacobs moved to approve Sub-Agreement with Malheur Council on Aging and Community Services (MCOA&CS) for Allocation of Special Transportation Funds for Special Transportation Services Benefiting Seniors and Individuals with Disabilities Pursuant to State Agreement Number 34957. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2021-3208](#) for the Sub-Agreement; and instrument # [2021-3189](#) for the ODOT Agreement.

AMENDMENT - IGA #166050

Commissioner Jacobs moved to approve Fourth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services Agreement #166050. Commissioner Hodge seconded and the motion passed unanimously. The amendment is for administrative funding adjustments. Original IGA #166050 is recorded as instrument # [2021-0666](#). See instrument # [2021-3143](#) for the amendment.

AMENDMENT - IGA #159822

Commissioner Hodge moved to approve Twentieth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement (IGA) for the Financing of Public Health Services (original IGA is recorded as instrument #[2019-3374](#)). Commissioner Jacobs seconded and the motion passed unanimously. Funding is added to PE01-05 – COVID-19 Local Active Monitoring. A copy will be returned for recording.

ORDER TO CODIFY

Commissioner Jacobs moved to approve Order to Codify Ordinance Adopted by Electors of Malheur County, Order No. GO-04-21: In the Matter of Requiring the Malheur County Court to Meet Regarding Relocation of Oregon-Idaho Border; Codified in the Malheur County Code, Title 1 Chapter 12. Commissioner Hodge seconded and the motion passed unanimously. The ordinance will be known as the "Meet to Promote Relocating Oregon-Idaho Border Ordinance". See instrument # [2021-3139](#)

AGREEMENT - DEPARTMENT OF REVENUE

Commissioner Jacobs moved to approve Intergovernmental Services Agreement, Contract #DOR-304-21 with Department of Revenue for map maintenance and related cartographic activities to be performed by Department of Revenue for Malheur County for fiscal year 2021/2022. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2021-3228](#)

UPDATED COUNTY POLICY 403

Commissioner Jacobs moved to approve updates to County Policy 403 - Identification Badges. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2021-3140](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

** State of Oregon Grant Agreement No. 2623 was signed by Judge Joyce on June 24, 2021; funds are for marketing and promotion encouraging COVID-19 vaccination; transportation to vaccination sites; and providing culturally responsive, low-barrier access to COVID-19 vaccinations. See instrument # [2021-3175](#)

** Intergovernmental Agreement for Participation in Take Your Shot, Oregon! Drawing with Oregon State Lottery Commission, Lottery IAA#[14711] recorded as instrument # [2021-3214](#)



SREDA Board Meeting
July 6, 2021, 7 am
FMTC Conference Center, Fruitland, Idaho

Directors, Members & Guests present: Ken Bishop, Patrick Nauman, Bob Komoto, Adam Brown, Brad Bailey, Craig Smith, Andy Creech, Alicia Cavazos, Jeff Williams, Andrea Wright, Dan Greig, Ron Rembelski and Carrie Broyles.

ZOOM Directors, Members & Guests: Rick Watkins, Andy Oyervides, Tom Vialpando, Randy Hibberd, Jerry Miller, Cathy Yasuda, Mike Blackaby, Norma Rodriguez, Allison Field, Dina Ellwanger, Layna Hafer, Alex Kane, Brenda Jones, and Andrea Testi.

Staff: Kit Kamo, Executive Director, and Kristen Nieskens, Community Development Specialist

1. Chairman Patrick Nauman called the meeting to order at 7:02 a.m. Patrick welcomed everyone to the Tuesday morning meeting.
2. Introductions of Attendees: Chairman Nauman asked everyone present to introduce themselves and the business or entity they were representing. Chairman Nauman started with the in-person attendees, then those joining the meeting by Zoom. This month's meeting was held at the FMTC Conference Center in Fruitland, Idaho. Thanks to FMTC for the room and Sheriff Creech for the Zoom.
3. Chairman Nauman reported that the Executive Committee had talked about promoting from within SREDA for the next Executive Director. They interviewed Kristen and offered her the job, with a 6 month probationary period. Kit would continue working parttime.
4. Approval of June 2021 Minutes: Nauman asked for a motion to approve the minutes of the May meeting minutes that had been emailed out. Ken Bishop made a motion to approve the minutes as presented, seconded Jeff Williams. The motion passed unanimously.
5. Chairman Nauman then asked for the Financial Report, which was presented by Kristen Nieskens, as the Treasurer was unable to make the meeting. Kristen stated that in the checking account, as of June 30th, we have \$51,379.32 and in the money market account we have \$35,656.13, for a total of \$87,035.45. We received private membership/sponsorship funds from Weiser Classic Candy, Red Apple, and we receive public funds from our partners Payette County, City of Ontario, City of Payette, City of Fruitland, and Washington County. Other expenses were the Visitors Center had started up and there were some payroll expenses for that. With no further discussion, Bob Komoto moved to approve the financial report and it was seconded by Ken Bishop. Motion passed unanimously.

6. City and Community Reports:

Fruitland: City Administrator Rick Watkins presented his June report with 10 new single family homes permits bringing the year to date total to 39. The North Baja Estate subdivision, a 35 lot development, has been approved by the Council and they will be issuing building permits. The only new business is



The Hearing Center at 1407 North Whitley. Engineering has completed the survey and design work on curb gutter and sidewalk for the remaining portion of SW 3rd St, between 95 and Colorado around to 4th Street. They are in phase two of the Snake River I-84 Rest Area project to provide sewer service. October is the expected completion date.

Fruitland Community: Ken Bishop reported that the Fruitland Chamber's monthly lunch is tomorrow at the Treasure Valley Community Classical Academy, and it is being catered by Boone to Farm.

Payette: Payette Mayor Jeff Williams reported that building permits are up for the year. Subdivisions are in various states of progress.

Ontario: City Manager Adam Brown stated that lots of housing going up, Goodfellow St to 5th Avenue is progressing. Working on the Commercial Tire store, the Family Eye Center, the RV site for 170 units, and the Presbyterian Nursing Home has started construction. Also a 70 unit townhome has begun construction. The Tater Tot Trail is moving forward. Kraft Heinz still has to approve an agreement on the land. They are also working with the state to acquire the last piece of land. Kit asked about the status of a 55 and older and veteran homes community. Adam said some of the neighbors are opposing this development because of the right of way in place to the property. There is also another subdivision under development to make room for more of the housing incentive programs because all the subdivisions have been filled.

Vale City: Vale Mayor Tom Vialpando reported that the city had their public Brownfield meeting. While it was not well attended, they met with Carrie Rackey from Stantech, Kit, Kristin, John and Marc Berg. Looking to present something to the Oregon DEQ that will support an extension for the project. They will receive \$1 million from the State thanks to Senator Lynn Findley that was earmarked for the Willow Creek lift station and also another \$100,000 for that same purpose. They are very excited considering the expected cost is \$1.3 million.

The Vale 4th of July Rodeo went very well. There were many other events from volleyball tournaments to Show and Shine. It was good to see people turn out after last year.

The old Kessler Auto building is coming down to make way for the Dollar General store. The Safe Routes to School Project is starting to come to fruition. Construction is to start on the safe routes to school. Also a lease agreement is being worked on to bring fuel to the airport. There are many options to consider. It was good to see Kit, Kristen and Allison Fields come to Vale. Networking with more people will generate different ideas.

Weiser City: Mayor Randy Hibbard reported that the 9th Street project is completed. A 10 home subdivision is in the works and about 2-3 months from completion. Also they are hearing about a possible 34 home subdivision a 200 home subdivision in the works.

The Fiddle Festival just finished and on Saturday they will have a Rock the Park event in the city park that they are hoping will be an annual event.

In August there is a pilot competition at the airport, which is expected to draw 50 pilots to test their skills. They are in the early stages of looking at a railroad themed park in downtown by the train station with RV parking and restrooms. Also looking to put in a Frisbee Golf course south of the railroad station. Two new businesses have started downtown, and they are expecting a new business, Kids Health by the airport.



New Plymouth and Nyssa: no report

7. County Reports:

Washington, Payette, and Malheur Counties: no report

8. Staff Report: Kit presented the staff report for June.

PROJECTS

Project Crypto Currency #2 – Received a lead from our website for a potential crypto currency center interested in Payette. Working with the city to identify the needed acreage and also with Idaho Power on the needed power.

Project Kevin – Broker is looking for a 50 acre site in Oregon for a distribution center. We have submitted Treasure 200 and Wada Properties. The lead came direct to the City of Ontario.

Project Jane – the property by the Weiser airport was submitted for consideration on an aeronautic manufacturing type of business through the Idaho Dept of Commerce lead.

Project Jaguar – Continued to work with the shortline rail and connected them with RR business developer.

Project Fusion – ready to submit Wada property to the Oregon Lead for an advanced materials manufacturer. Project was due 6/29 and now 7/26.

Project Steam – submitted Wada property in for this project to Oregon.

Met with Washington County Commissioners and followed up with DEQ and a local business. Our contact at DEQ investigated and gave them the updated info.

OTHER

Grants:

SREDA completed and submitted a grant application for the Idaho Commerce Economic Development Rural Professional Grant Program. We requested the same amount as last fiscal year, \$22,750. We should have an MOU soon as well as the grant amount.

Meetings and Trainings:

Kit and Kristen have attended numerous Virtual meetings and trainings including Ontario Main Street Hub Workshop; Local Boots on the Ground meeting; Idaho Economic Development Association Education Meeting; and Idaho Commerce's ED Pro virtual trainings. We attended some of the Chamber of Commerce luncheons around the valley.

Visitor Center: SREDA continues to work with Idaho Tourism and Idaho Dept of Transportation trying to get the new MOU in place. The new MOU takes place on July 1st.

9. State and Federal Partner Updates:



Jerry Miller with Idaho Department of Commerce. Still working on the MOU for the rural economic development professionals' program and they expect them to be out next week. SREDA has a grant with this program. There is \$10 million in left over Cares Act that will be used to fund broadband projects across the state. Also they are building a cross the border relationship with Oregon on the Ontario HUB Mainstreet program.

Allison Field with Business Oregon. Met with Kit, Kristen, Todd, and Tom Vialpando in Vale. She went on a tour of the Fruitland/eastern Oregon areas. She also met Jim Maret in Nyssa. They are still waiting on the Governor so they can start traveling – they expect that will be in September. They are expecting infrastructure dollars and small business development money.

Kit added in that the Payette County Comprehensive Plan has not received much input from locals and it would be good to get more business input. There are some concerns that the contracted planners think our agricultural practices are the same as Canyon County, but the crops, size of farms, and operations are different and may not be well suited for agri-tourism as a high priority. Also the use of county transferable development rights (TDR) has been under a lot of discussion. Currently only two counties in Idaho use them and Payette County is one.

10. Round Table:

Carrie Boyles, from Worksource Oregon, said they will be hosting a Hiring Fair starting July 14th and also on July 21st and 28th in the Oregon Trail Parking lot on campus. This is a drive through or walk-through event. This is partly because Oregon is now requiring work seeking for unemployment benefits. Kit will email out the flyer.

Bob Komoto reported that the Kiwanis Club continues with their highly successful city cleanup efforts on the 2nd Saturday of every month. But the next cleanup is July 10, from 8 to noon beginning at the Jackson Shell Station on 4th Ave in Ontario. It is come and go as you desire since the temperatures will be warm. They have grabbers, gloves, and masks for everyone.

TVCC-Cathy Yasuda that there are two new board members, Ken Hart and Dirk DeBoer. They have two Summer Term sessions, an 8 week and a 4 week session. The campus is closed on Fridays during the summer.

Ontario City Manager Adam Brown said that the January board minutes indicate that the whole board would select the next Executive Director, as per his request. A search committee was to look at candidates. John Breidenbach, Adam Brown, Jenny Hemly, Ken Bishop, Sandy Hemenway and Dan Grieg volunteered to serve on that committee. Dan Cummings was also requested to serve. But considering that this process did not take place, he felt that the job should be opened up to the outside. Kit will post the recruitment notification.

The next meeting will be held on August 3rd, 7 AM. The location will be at Plaza Inn and it will be sponsored by Energy Trust of Oregon. There will not be a ZOOM option at this location.

The meeting was adjourned at 7:57 am by Chairman Nauman.

Minutes submitted by:
Bob Komoto, Secretary



June 2021 ACTIVITY REPORT



June 2021



Emergency Medical:

(Types of medical calls responded to: Falls with injury, fall lift assists, medical emergencies, medical alarms, assaults, etc.)

CITY	207
RURAL	15

1 of these emergency calls required back-up crews to be called in to respond to 2nd call.

Hazmat Team Calls:

0

Fire Related Emergency Calls:

(Types of fire related calls responded to: Rescue calls, building fires, vehicle fires, smoke detector/fire alarm activation, unauthorized burning, etc.)

	TOTAL	General	Mutual Aid
CITY	30	3	0
RURAL	8	3	1

1 of these emergency calls required back-up crews to be called in to respond to 2nd call.

TOTAL CALLS FOR MONTH

CITY	237
RURAL	23

FIREFIGHTER TRAINING:

5/26 – Geriatric Patient trauma falls.

5/27 – Hose loads.

6/1 – Effects and treatment for heat related emergencies.

6/3 – Electrical safety for firefighters.



June 2021



FIREFIGHTER TRAINING CONTINUED:

6/5,6 – Taught Haz-Mat Awareness and Operations for Baker County Fire Departments.



6/8 – Emergency Vehicle driving rodeo.

6/9 – Heart related emergencies with TVP.

6/11,12 – Extrication classroom and hands on with new battery operated tools.





June 2021



FIREFIGHTER TRAINING CONTINUED:

6/15 – Drafting and Water shuttle operations.

6/16 – The Mechanical Code in relation to fire safety.

6/22 – Relay pumping and handline hose stream operations.

PERMITS ISSUED:

City Open Burns 5

City Burn Barrels 2

Rural Open Burns 34

Rural Burn Barrels 12

INSPECTIONS:

5/26/27/21 – West Park Plaza fire hydrant and fire sprinkler installations.

5/27/21 – Underground sprinkler supply for the new Commercial Tire Store.

6/4/21 – Inspection of new fire wall dividing West Park Plaza.

6/8/21 – Fire sprinkler pressure tests at the new Sunset Estates.

6/10/21 – Final certificate of occupancies in Brockdale Subdivision and pressure test on NW 20th Ave.

6/17/21 – Fire sprinkler underground installation for Illusions on SE 5th ave.

6/23/21 – State Fire Marshal and Chief did life and fire safety at Dorian Place.

6/24/21 – Fire alarm and gas piping for Sunset Estates.



June 2021



COMMUNITY INVOLVEMENT:

5/27/21 – *Station tour for 6 young home school kids.*



5/27/21 – *The last covid-19 vaccination clinic by Malheur County Health Dept.*

6/22/21 – *Station tour to 10 assorted age kids and a few adults.*

6/23,24/21 – *Pump testing all engine pumps at station 2.*

6/25/21 – *Supported and assisted with the retirement celebration for Cliff Leeper.*





June 2021

Summary of Calls of Interest:

City Incidents:

5/26 NW 5th Ave and NW 4th St. R-1 was dispatched for a tree that has fallen and is blocking the intersection. R-1 used the chainsaw to limb and cut the tree into manageable sections. PD members on scene and Firefighter Watts moved the pieces out of the intersection.

5/28 SE 5th Ave. and SE 10th St. Rescue 1 was called out to a car fire on the corner from a high-speed pursuit. A small fire coming from underneath the vehicle catching some cheat grass on fire. The vehicle was still running on arrival the staff turned the ignition off and pulled the booster line and extinguished the fire.

6/5 280 S. Oregon St. R-1 dispatched to a dumpster fire in parking lot behind 280 S Oregon St. R-1 found dumpster with contents fully involved. R-1 extinguished fire with booster hose.

6/16 1372 SW 8th Ave. R-1 responded to a commercial fire alarm. They found that the air compressor had failed, and this caused the dry system to become active and wet. This set on the flow alarm. The maintenance staff was called assisted with access and shutting down the system and silencing the alarm.

6/16 1085 N. Oregon or 998 Fortner Rescue 1 responded to a commercial alarm at the old care facility. It is under renovation and the dust set off the alarm system.

6/16 1249 Tapadera Ave. Ontario Fire was dispatched to The Clarion Inn, for a fire alarm. Dispatch advised that caller stated there was smoke in the hallway and lobby, they were able to silence the alarm and were evacuating the hotel. The onsite manager stated that she believed the smoke in the hallway smelled like car exhaust and she believed it was coming from the exterior. Lt. Grimaldo confirmed the situation and noticed the smoke was coming from a lawn mower used for landscaping on the north side of the property. Someone had left the north side corridor door open and allowing the fumes and smoke from the lawn mower to enter the structure. A ventilation fan was used to clear out the smoke from the hallway and lobby.



June 2021



City Incidents Continued:

6/17 1431 SE 1st St. Called to scene of vehicle stuck under a trailer with a female driver inside. On scene R-1 followed Chief's instructions by removing roof and driver's door. Pt was moved feet first out of car onto waiting cot. Pt was moved to ambulance, where life flight crew arrived and assisted with pt care.



6/18 I-84 MP 376 103 called for a grass fire west of the Pilot truck stop. 103 arriving on scene found a U-haul car hauling trailer. The passenger side tires were burning, and the brakes are hot on both sides of the trailer. No grass was burning at the time. The driver stated he noticed smoke and pulled over. He was able to pull over and unload the car on the trailer. the car was undamaged. the trailer was also unhitched from the Uhaul and was left on the side of the road while burning. Fire was extinguished by 103 crew and investigation and info gathering was completed and the scene was turned over to OSP.

6/20 630 SE 6th St. R-1 dispatched for hot electrical smell. Upon arrival occupant stated the smell started after they showered. R-1 crew checked the breakers in the panel box and water heater breaker was hot to the touch. R-1 turned off the bad breaker. R-1 advised occupant to leave it off and call electrician ASAP to fix issues.

6/21 I-84 MP 375 Rescue 1 crew responded to a cooking fire along the freeway by a homeless camp. This was a small fire that was extinguished with minimal water.

6/21 Washington Ave and NW 9th St. R1 called for a fire at in a field containing grass and sagebrush. Upon arrival R1 called for general alarm for brush trucks. R1 established command at North Park Blvd. 100 was requested for east division. 100 was established on NW 9th ST. 157 was directed to 100 and 156 was directed to R1. 163 was on scene POV and assisted 156. The decision was made to let the fuel burn to the north and west boundaries. Initially the fire was stopped 100' from fence on the south side of lot near the public works shop. Then the decision was made to back burn the remaining grass and brush from the south boundary back into the black. R1 was advised there were two juveniles being investigated and cited by OPD. See OPD report for juvenile information. 156 and 157 met and had to combine efforts to extinguish the debris piles that contained multiple wood items and tires. Foam was added and the debris piles were extinguished. 159 was called to the scene but then cancelled and returned to station. All units were able to clear after fires were extinguished and all boundaries were cooled with 20' perimeter. All units clear and command was terminated.



June 2021



City Incidents Continued:

6/22 572 NW 4th St. R1 called for a tree limb that fell on a powerline. The limb was resting on the cable wire and was not posing a threat to the power line at this time. Idaho Power was called and there was a 30-minute ETA. Since there was no immediate threat and the RP stated they would keep an eye on it and call if anything got worse.

6/22 203 NE 1st St. Rescue 1 was dispatched for a grass fire threatening a storage structure. Arrived on scene to find weeds smoldering on a corner lot near a storage building. There were two men on scene and had used three fire extinguishers and a garden hose to extinguish the fire. We used a 1" booster line to mop up the burned area and to cool underneath the storage building. The owner stated that there was no power nor other utilities to the building. The cause of the fire is undetermined.

6/22 375 NW 3rd St. Rescue 1 was dispatched for a downed powerline in the alley behind the residence. Arrived to find a powerline laying across a camper, over a fence and laying in the backyard. A tree branch fell over the power line and pulled the mast off of the house. We used caution tape to block off the area. Idaho Power had been notified and was scheduled to be at the residence sometime this evening.

Rural Incidents:

5/30 I-84 MP 375 R-1 dispatched to fire near state park and I-84. Upon arrival R-1 found smoke coming from the island north of I-84 MP 375. R-1 decided to let fire burn out due to dangerous conditions. Fire is surrounded by snake river and will not be a threat to persons or property. Chief has contacted the owner and made sure he has his burn permit and follows the regulations.

6/9 1540 Sunset Rescue 1 was dispatched for a Fire on a loader parked at a construction site. Construction crew had been welding on the loader earlier in the day. Upon arrival there was trash pile of branches and limbs on the forks of the loader. Fire was extinguished. No noticeable damage to the equipment.

6/13 7158 Canyon 3 Rd. 156 assisted with a controlled burn that was starting to go out of control. We responded with a crew of three and assisted extinguishing hot spots.



June 2021



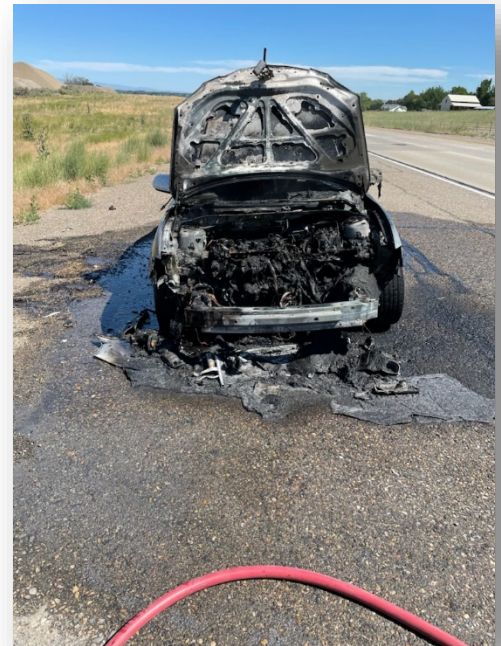
Rural Incidents Continued:

6/13 4436 Hwy 201 R-1 was dispatched for a possible illegal burn. Arrived in the area to find thick black smoke coming from a burn pit near two rural residences. 156 crew had been at the property earlier that day and notified the occupant that they were not supposed to burn tires/plastic. Also notified her about the burn permit requirement. Occupant told us that tire accidentally fell in and that she would stop burning. Upon our return there appeared to be more tires in the burn pit along with a large plastic drum. We extinguished the fire using a 1" booster line. Occupant stated that she would watch the fire area for the rest of the evening to make sure it doesn't rekindle.

6/17 I-84 MP 372 R-1 was called to scene of passenger car on fire with flames visible. On scene a Mazda3 was on fire in the entire front of the vehicle and impinging on the passenger compartment. Fire was quickly extinguished. Owner stated she was having mechanical problems.

6/18 Hwy 20/26 and Butte Rd. Rescue 1 was called to a possible brush fire getting close to buildings with no one around. On scene R-1 requested general alarm. 100,156, 157, and 159 responded to assist with approximately 4 acres of dried weeds and wood posts from former feedlot was burning slowly. Owner arrived to scene and stated they had been burning yesterday and must not have gotten it fully extinguished.

6/21 Railroad and Clark Staff was on another large fire so 102 was dispatched for several fires between Railroad Avenue and the railroad tracks. Arrived in brush 102 with a crew of three to find three small fires burning in the grass between the roadway and the railroad tracks. 102 started with the biggest fire and used a 1" booster line and a shovel to extinguish all three fires. The total area of all three fires was around an acre. No railroad equipment nor anything else of apparent value was burned.





June 2021



Jacobs

June 2021

Report



Jacobs

Challenging today.
Reinventing tomorrow.

Monthly Business Review

Public Works Department

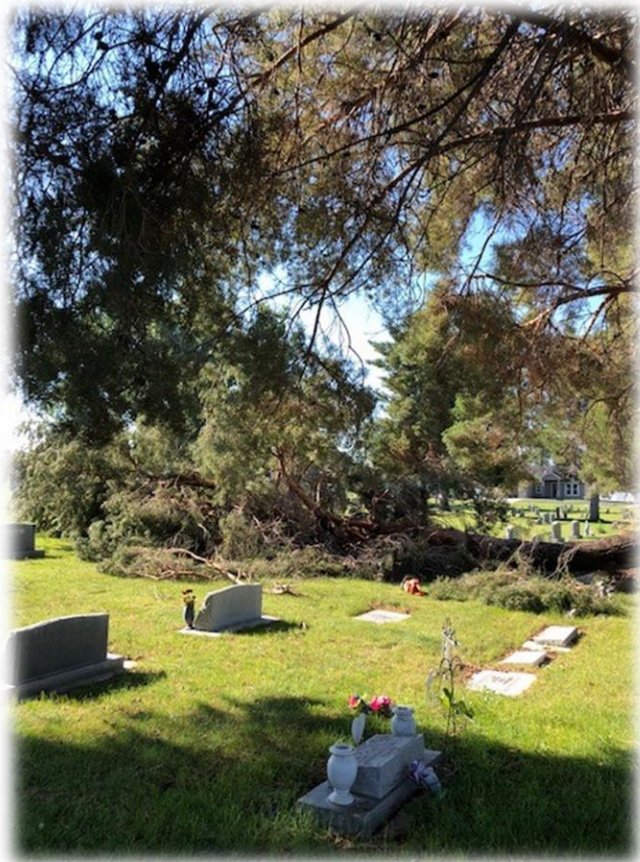
Contents:

- FACILITIES, PARKS & CEMETERIES
- WATER TREATMENT PLANT SUMMARY
- WASTEWATER TREATMENT PLANT SUMMARY
- FIELD SERVICES STREETS AND COLLECTION/DISTRIBUTION SUMMARY
- ENGINEERING DEVELOPMENT REVIEW
- APPENDIX

FACILITIES, PARKS & CEMETERIES

ACTIVITIES June 2021

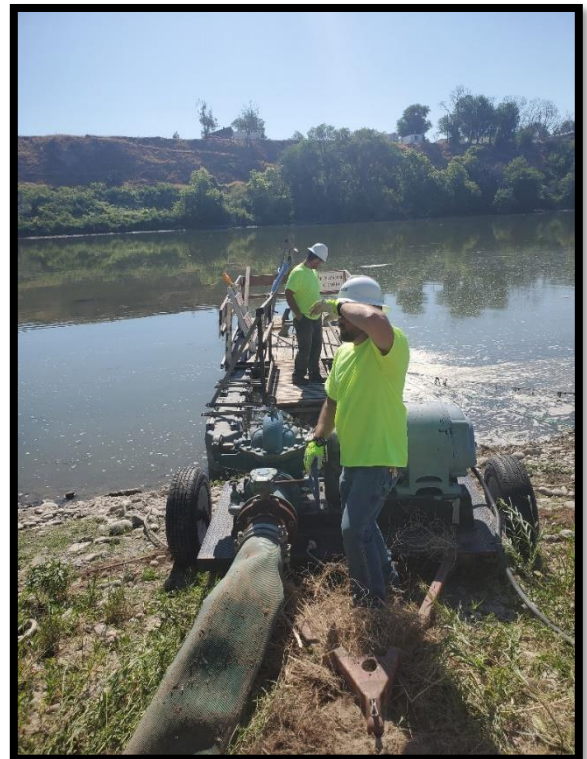
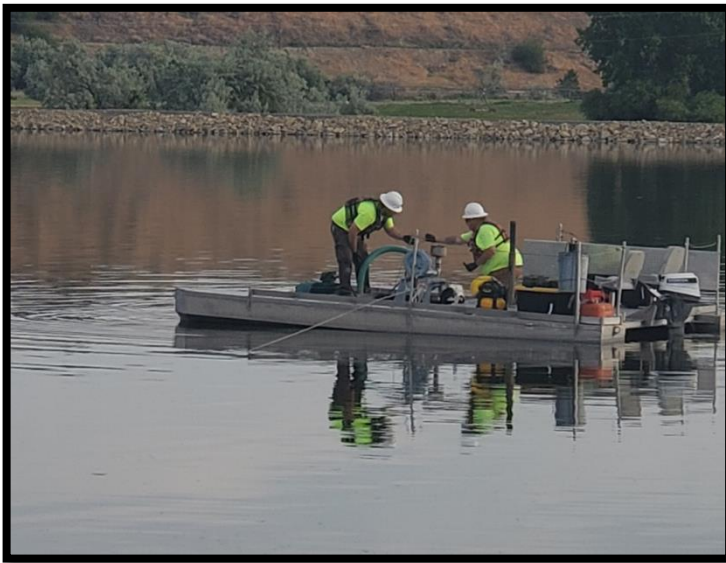
- Youth work crew is assisting us with the ground maintenance at both Cemeteries
- Fire alarms have been checked and are in working order
- Hanging pots are on display downtown
- Passing audit from the Oregon Mortuary Board for cemeteries
- Old golf course was sprayed for weeds
- Replaced irrigation pump at Lions park
- Two trees were uprooted during a windstorm at both cemeteries
- Repaired a leak at evergreen cemetery sprinkler system
- Repaired AC at old golf course



WATER TREATMENT PLANT SUMMARY

ACTIVITIES JUNE 2021

- Minimized staff due to COVID-19 operation requirements
- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality
- Monthly Bacterial samples taken
- Auxiliary pump installed and ready for emergency use
- Well 14 has been pulled for service. Well casing and screens cleaned and disinfected.
- Brush is being removed from slough in preparation for cleaning
- Weed control at the Water treatment plant, booster stations, well field and reservoirs has begun and will continue throughout the growing season
- Landscaping clean up and improvements

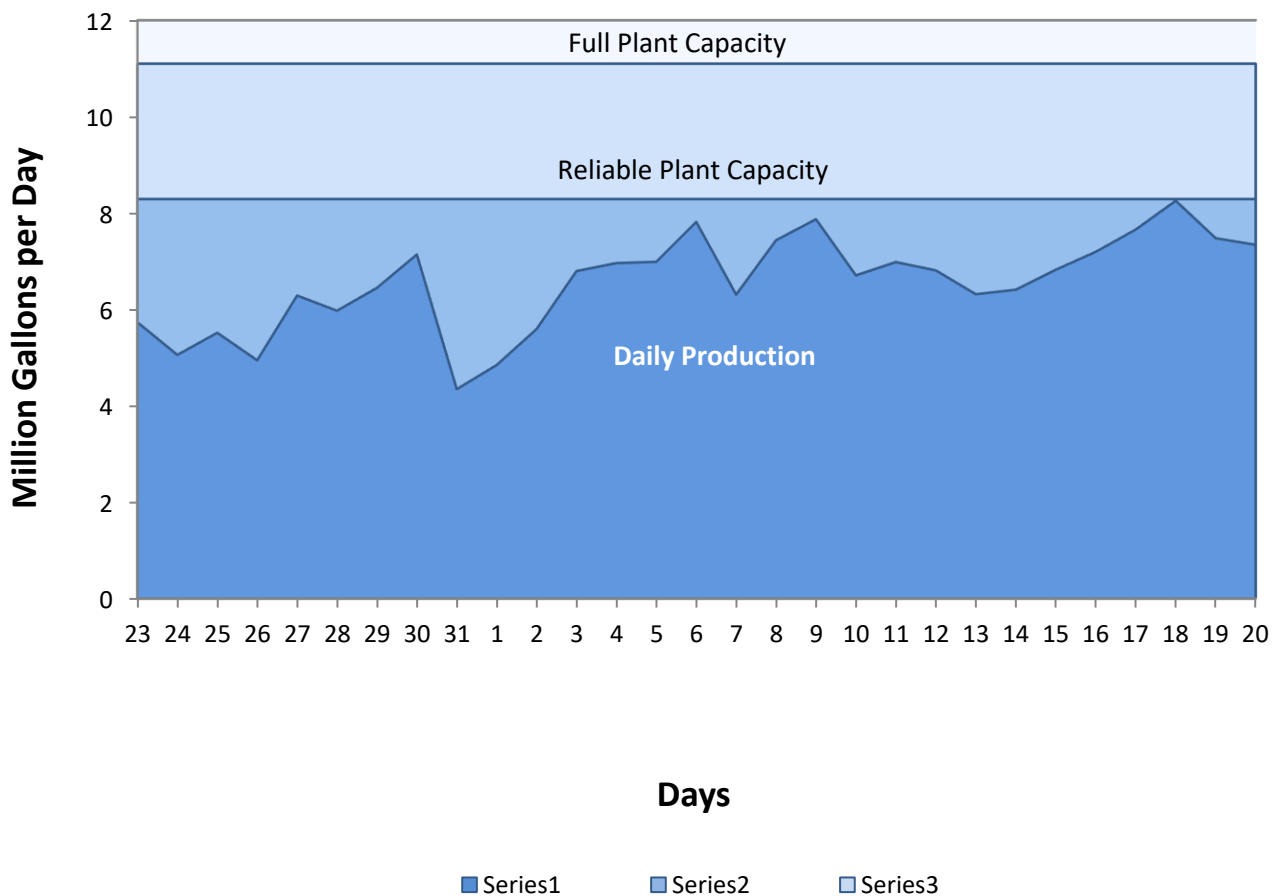


WATER TREATMENT PLANT SUMMARY

ACTIVITIES JUNE 2021

WATER TREATMENT PLANT SUMMARY

Demand vs. Availability May 23 - June 25, 2021



WASTEWATER TREATMENT PLANT SUMMARY

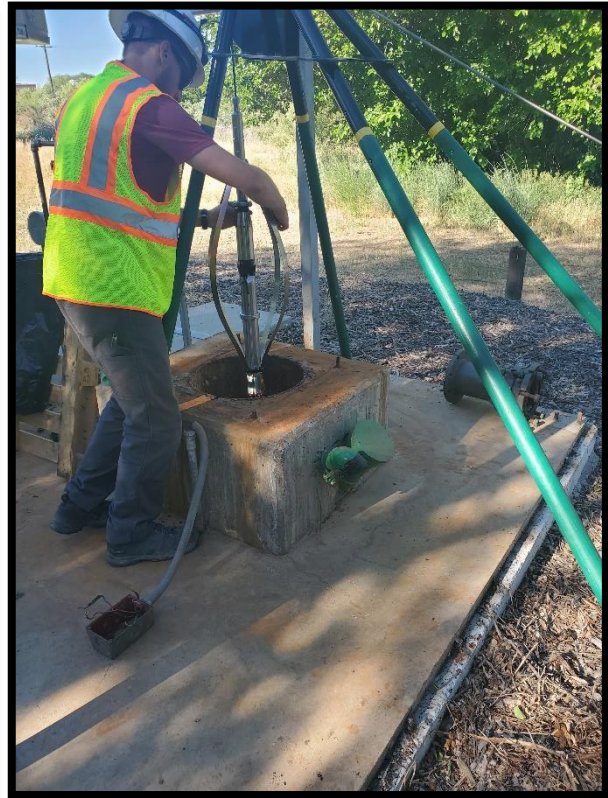
ACTIVITIES JUNE 2021

- All additional sampling per the 2019 NPDES permit have been taken
- Weed control and mowing will continue throughout the growing season
- Aerators serviced on lagoon 1, now have all 13 aerators and blowers operating.
- Installed a shade structure for lagoon 1 aerator and blower panels, helps keep panels cooler and stops the electrical components from faulting out.
- Wastewater treatment plant effluent being sent to Skyline Farms for seasonal irrigation use
- Malheur River pump removed and repaired for irrigation on Malheur Farms.
- East contact chamber cleaned and prepared for service/ swap.



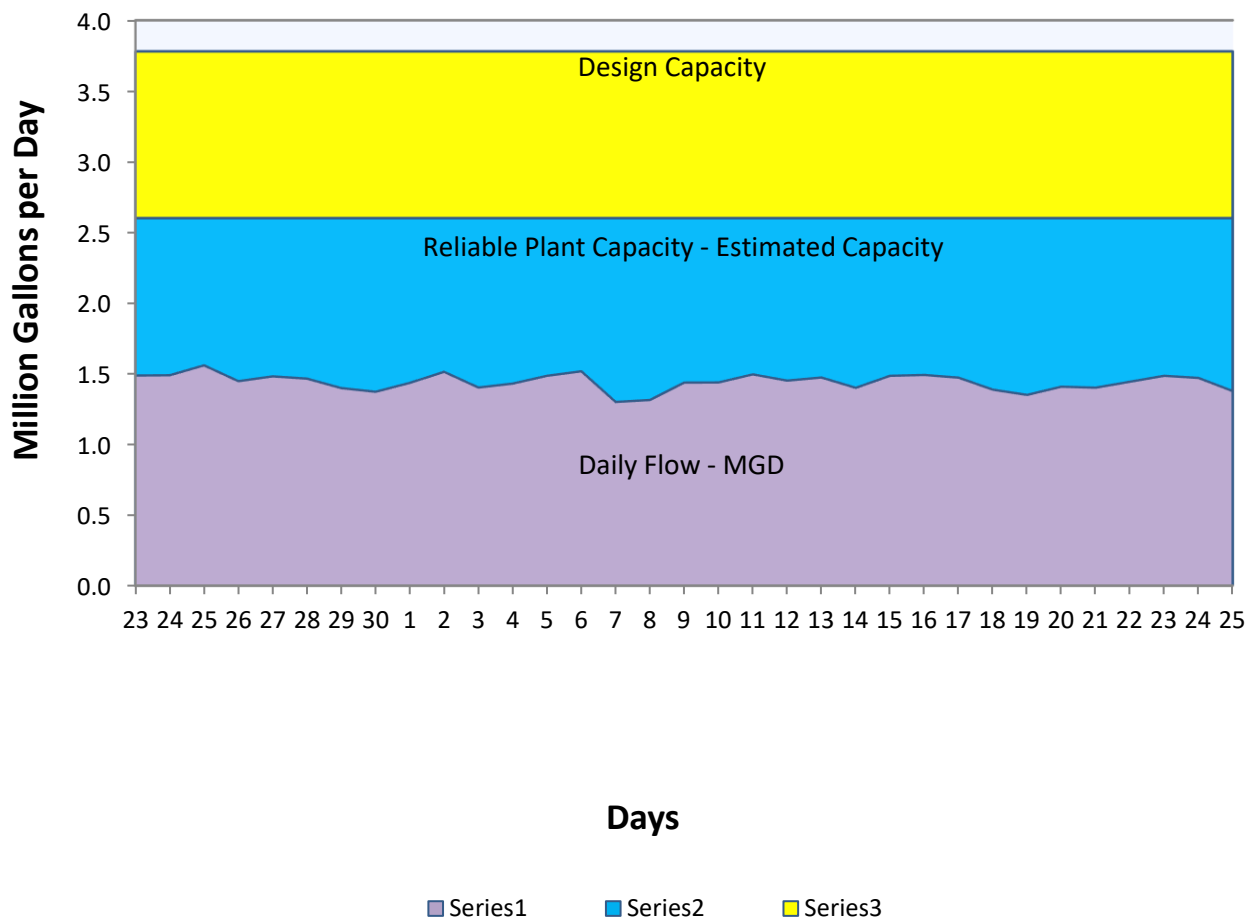
WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES JUNE 2021



WASTEWATER TREATMENT PLANT FLOWS

Wastewater Treatment Flows May 23 - June 25, 2021



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JUNE 2021

STREETS:

- Flushing and sweeping the chip seal area multiple times due to high winds and thunderstorms
- Swept downtown and underpass 2 additional times
- Weed trimming and removal
- Cleaning yellow curb for painting after chip seal
- Installed new “no parking” Fire lane signs on NW 11th Ave.
- Maintenance on chip seal equipment
- Chip sealed 11 miles, W. Idaho Ave., Verde Dr., SW 9th St., and NW 9th St.
- 2 staff assisted the Rural Rd. District for 2 days chip sealing
- Paved excavations from the water distribution crew’s service installs and a sink hole
- Removed furniture and a car hood that was dumped near the Beck Park baseball field
- Removed trees from the city roads that had fall or broken off along with street signs that were damaged during high wind event (6/22/21)
- Power outages and internet communications down on lift stations during the high wind event (6/22/21)
- Assisted in the Gazebo Relocation Project, cleaned cedar shakes off, added new cedar shakes where needed and applied 2 coats of sealant, a 3rd & final coat will be applied prior to moving it the Moore Park
- Assisted in launching the auxiliary pump into the river at the WTP
- Assisted in pulling the piping apart for the Malheur River Irrigation pump that failed
- 71 utility locates completed
- 8 water services turned on customer request
- 7 water services shut off customer request
- 32 water service shut off for non-payment
- 28 water services turned on for payment received
- 13 water services checked to verify still off from the non-payment list
- 2 water meters changed out for non-functioning
- 3 water services checked for 0 consumption
- 2 water services checked for high consumption
- 5 water services turned on/off read only customer request
- 2 water services shut off for leaks customer request
- 2 water services turned on and verified leaks repaired by the customer.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JUNE 2021



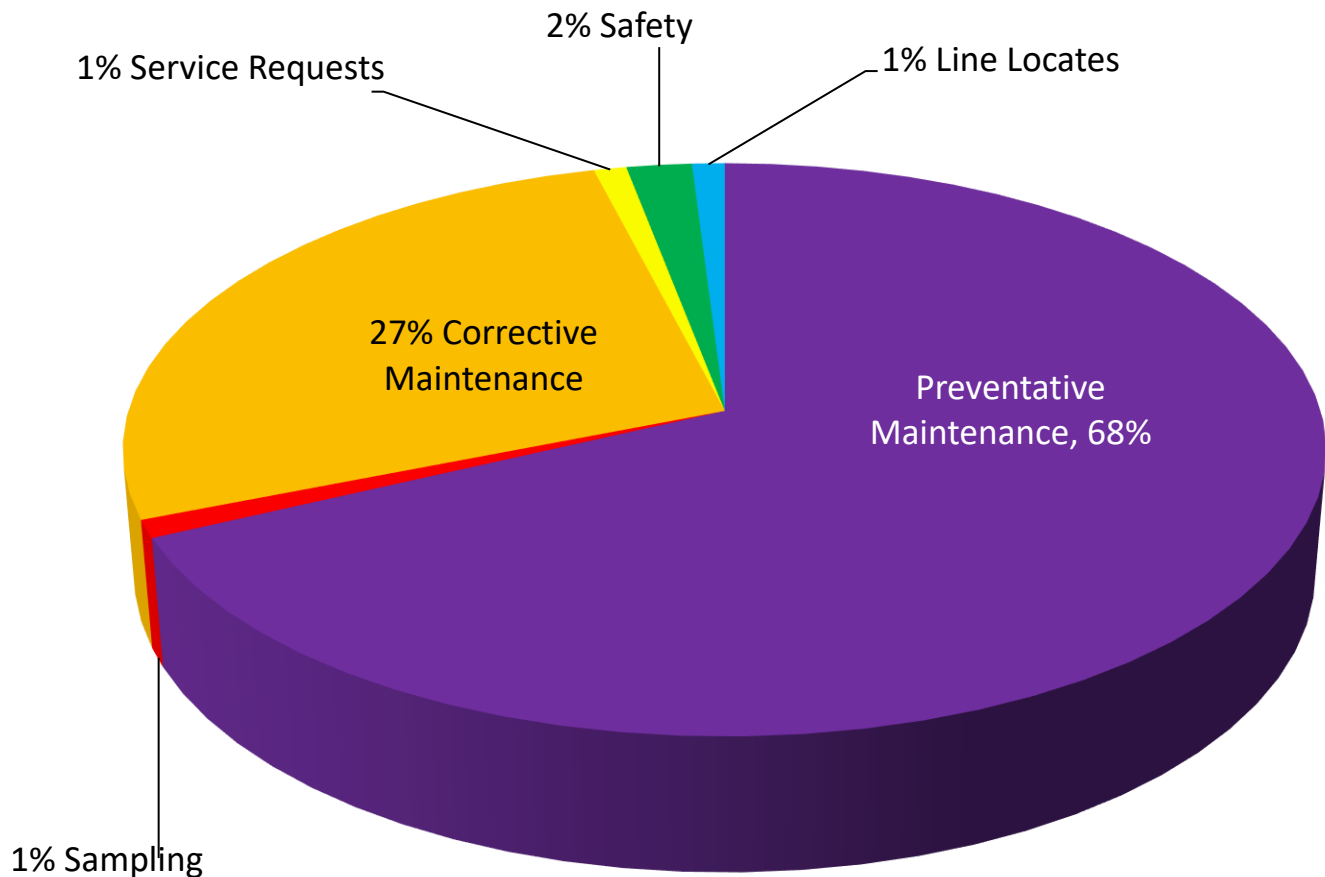
FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JUNE 2021

Work Orders

June 2021

Actual Hours by Work Order Type



DEVELOPMENT REVIEW

ACTIVITIES JUNE 2021

- Issued 13 ROW Permits
- Issued 72 New Addresses to new residences.
- Attended the Jacobs June safety meeting.
- Multiple plan reviews for new construction
- Multiple construction inspections
- Continuous updating of the GIS mapping



APPENDIX

FIELD SERVICES

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 that 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 bar screen and one lift station from SRCI. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, cleaning of approximately 11 miles of storm drain lines, and cleaning the catch basins.

*COLLECTION AND DISTRIBUTION STAFF MAINTAINS
78 MILES OF SANITARY SEWER LINES
56 MILES OF STORM DRAIN COLLECTION LINES,
AND 1,450 CATCH BASINS THROUGHOUT
CITY LIMITS*

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

*STREET MAINTENANCE DIVISION MAINTAINS MORE THAN
122 LANE MILES OF IMPROVED STREETS
9 MILES OF ALLEYS
SEALS LAST A MINIMUM OF 8 YEARS,
PUBLIC WORKS CHIP SEALS 7 MILES PER YEAR*

As part of the Street Division's maintenance program, crews chip seal street surfaces in the summer months to protect them from water and weather damage and to keep them in good condition. A chip seal maintains the existing pavement, delaying further aging resulting from water and sun, provides a moisture barrier, and corrects existing

pavement problems by sealing cracks. A chip seal application provides substantial savings to taxpayers and should last a minimum of 8 years with minimal maintenance required. The city chip seals approximately 7 miles of streets per year.

APPENDIX CONTINUED

Water treatment plant staff is responsible for treatment of the city's drinking water supply. They must reliably produce high-quality water in adequate volume to meet city needs. Besides the daily laboratory checks, there are monthly, quarterly and yearly reports.

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent comes from the Snake River and 20 percent comes from wells. Two plants treat the City's water. One is a conventional filtration plant and the other is an up flow clarifier. The steps for treatment are flocculation, sedimentation, filtration and disinfection, which meet the compliance of the Oregon Health Authority.

The Oregon Health Authority requires an operator be on duty 365 days a year. Ontario customers account for 3,845 water services, not including SRCI.

THE WATER TREATMENT PLANT HAS A RELIABLE CAPACITY OF 8.3 MGD AND A MAXIMUM CAPACITY OF 11 MGD.

The water treatment plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 MGD and a maximum capacity of 11 MGD. The water treatment plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 million gallons (MG) of that water.

APPROXIMATELY 80 PERCENT OF WATER COMES FROM THE SNAKE RIVER, THE OTHER 20 PERCENT FROM WELLS.

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (cfs), 24.71 MGD for municipal use.

All of the City's potable water is treated and disinfected at the water treatment plant. The plant has an original 8-MGD design capacity based on the optimum filter loading rates. The City expanded its treatment capacity in 2006, through the addition of two adsorption clarification and filtration tanks.

WASTEWATER TREATMENT PLANT

The wastewater treatment plant collects wastewater from the entire city and SRCI. The prison accounts for approximately 16 percent of the flow to the plant.

Wastewater treatment plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment Plant. Wastewater is screened and the flow measured at the headworks. Five cells (lagoons) with 25 mechanical aerators assist with biological treatment. Onsite generation of chlorine is used for disinfection.

Average discharge volume is approximately 1.5 MGD. Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm.

APPENDIX CONTINUED

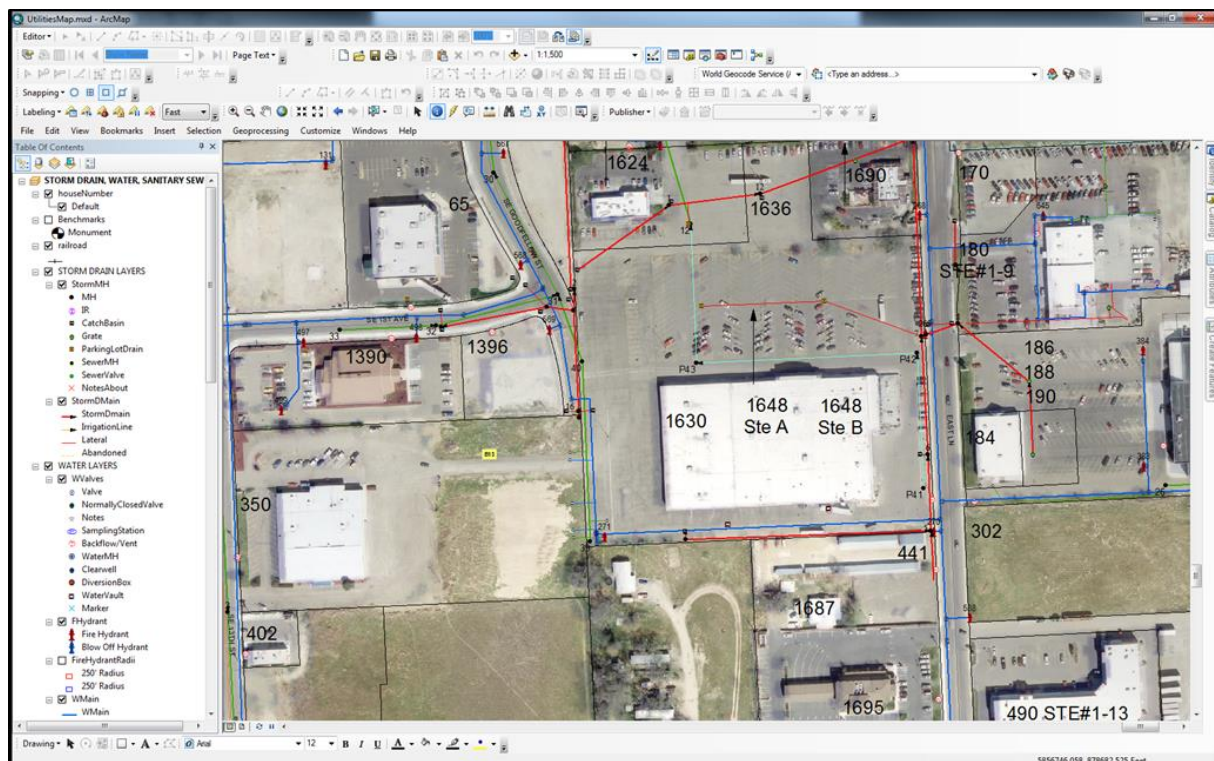
PARKS DEPARTMENT

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 Wayne King Skateboard Park.

ENGINEERING DIVISION

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, 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.

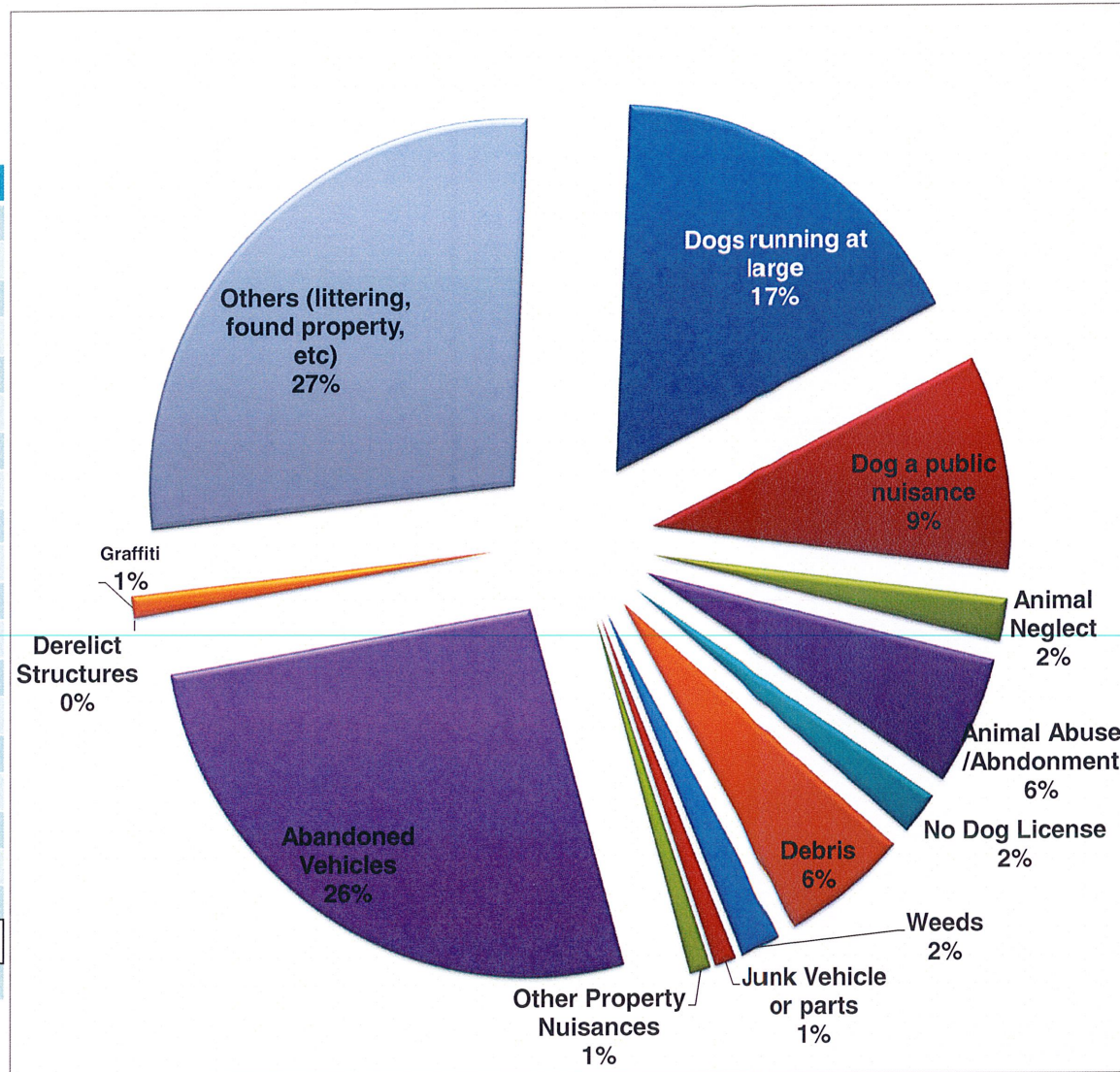
The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also provides support to the city by creating, analyzing, and maintaining the city's geographical digital data. They provide updates to the record maps for all city utilities, right-of-way, easements, land division plots, and city base maps.



CODE ENFORCEMENT

JUNE 2021 Stats

Violation	Jun-21	Column1
Dogs running at large	18	
Dog a public nuisance	10	
Animal Neglect	2	
Animal Abuse /Abndonment	6	
No Dog License	2	
Debris	6	
Weeds	2	
Junk Vehicle or parts	1	
Other Property Nuisances	1	
Abandoned Vehicles	28	
Derelict Structures	0	
Graffiti	1	
Others (littering, found property, etc)	29	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	2	
Total Violations	108	
Total Cases	108	



Notes: CODE ENFORCEMENT HAS BEEN MAKING MORE VERBAL CONTACT WITH PROPERTIES THAT HAVE VIOLATIONS
 NO ABTAEMENTS ARE BEING DONE /WITH NO CIVIL PENALTIES BEING SENT AT THIS TIME. CODE ENFORCEMENT HAS BEEN
 VERY LUCKY AND HAVE BEEN GETTING COMPLIANCE FROM THE BUISNESS AND RESIDENCE WITH CLEANING UP THEIR PROPERTIES.



Police Stat Report 2021

Activity	2021 April	2021 May	2021 June	YTD 2021	QTR 1	QTR 2	PRIOR YTD 2020
Calls for Service	826/1290	874/1381	1047/1607	5113/8276	2366/3998	2747/4278	5147
Murder	0	0	0	0	0	0	1
Manslaughter	0	0	0	0	0	0	0
Robbery	1	1	1	9	6	3	4
Sex Crimes	9	5	5	33	14	19	34
Burglary	16	15	13	85	41	44	65
Assault	11	11	9	73	42	31	86
Arson	0	0	0	2	2	0	0
UUMV / Auto Theft	5	7	16	54	26	28	
Arrests	113	75	90	547	269	278	476
Arrests w/Use of Force	2	4	2	12	4	8	4
Gang Related Cases	6	3	4	35	22	13	12
Graffiti	8	6	4	56	38	18	35
Death Investigations	0	3	5	9	1	8	10
SRO Cases	21	2	0	60	37	23	75
Thefts	45	70	88	355	152	203	383
Traffic Stops	80	105	38	550	327	223	1094
Cited Traffic/Parking	54	36	103	475	282	193	516
Traffic Crashes	41	33	50	232	108	124	199
Alarms	26	33	47	168	62	106	162



BOARD OF DIRECTORS

Meeting Agenda

July 6, 2021 – 7 am TUESDAY

Live at FMTC, Fruitland, Idaho or ZOOMED to you!

Join Zoom Meeting:

<https://zoom.us/j/95389331727?pwd=bGtZMTU3c3U5ZzhLU2s5elR4a1NiUT09>

1. Call meeting to order Chair Patrick Nauman
2. Introduction of attendees
3. Employee changes - Chairman
4. Approval of June meeting minutes
5. Financial update for June – Sandy Hemenway
6. City and Community Highlights
Fruitland, Payette, Ontario, Vale, Weiser, New Plymouth, and Nyssa,
7. County Highlights
Payette County, Washington County, & Malheur County
8. Staff Report
 - i. Project updates
 - ii. Other
 - iii. State & Federal Partner updates
9. Round Table Discussion
10. Adjourn

Calendar of Events

- | | |
|------------------|--|
| July 6 | 7 am SREDA Board Meeting – FMTC Conference Room |
| Aug 3 | 7 am SREDA Board Meeting – Plaza Inn, sponsored by Energy Trust of Oregon (No Zoom access for this meeting) |
| Aug 19-20 | 2021 Eastern Oregon Economic Summit – Hermiston, OR |

*****All SREDA monthly meetings are open to the public*****

**SREDA Staff Report
July 6, 2021**

SREDA COMMITTEES

Membership/Marketing Committee: Sandy Hemenway, Larry Hogg, Andy Oyervides, Alicia Cavazos, and Adam Brown

Invoices were sent out to several counties and cities last month for their Fiscal Year 20-21.

PROJECTS

Project Crypto Currency #2 – Received a lead from our website for a potential crypto currency center interested in Payette. Working with the city to identify the needed acreage and also with Idaho Power on the needed power.

Project Kevin – Broker is looking for a 50 acre site in Oregon for a distribution center. We have submitted Treasure 200 and Wada Properties. The lead came direct to the City of Ontario.

Project Jane – the property by the Weiser airport was submitted for consideration of this aeronautic type business through the Idaho Dept of Commerce lead.

Project Jaguar – Continued to work with the shortline rail and connected them with RR business developer.

Project Fusion – ready to submit Wada property to the Oregon Lead for an advanced materials manufacturer. Project was due 6/29 and now 7/26.

Project Steam – submitted Wada property in for this project to Oregon.

Met with Washington County Commissioners and followed up with DEQ and a local business. Our contact at DEQ investigated and gave them the updated info.

OTHER

Grants:

SREDA completed and submitted a grant application for the Idaho Commerce Economic Development Rural Professional Grant Program. We requested the same amount as last fiscal year, \$22,750. We should have an MOU soon as well as the grant amount.

Meetings and Trainings:

Kit and Kristen have attended numerous Virtual meetings and trainings including Ontario Main Street Hub Workshop; Local Boots on the Ground meeting; Idaho Economic Development Association Education Meeting; and Idaho Commerce's ED Pro virtual trainings. We attended some of the Chamber of Commerce luncheons around the valley.

Visitor Center: SREDA continues to work with Idaho Tourism and Idaho Dept of Transportation trying to get the new MOU in place. The new MOU takes place on July 1st.

(Year ends 12/31/2013)

ACCOUNT BALANCES

12/31/13

Checking/Savings

ICB

\$ 22,799.84

Money Market

\$ 50,453.85

Total Checking/Savings

\$ 73,253.69

INCOME SOURCES

YTD ACTUAL

BUDGET 2013

PRIVATE

\$ 2,793.33

\$ 22,184.97

LOCAL PUBLIC

\$ 2,000.00

\$ 44,684.00

GRANTS - State & Fed

\$ 39,250.00

\$ 4,793.33

\$ 106,118.97

\$ 150,000.00

Expenses & Projects

RECRUITMENT & MARKETING

Advertising Global

\$ 1,330.00

\$ 4,690.00

\$ 4,000.00

Local Ad/promotion

\$ 730.00

Trade shows

\$ 196.00

\$ 7,715.40

\$ 6,700.00

Trade show travel

\$ 3,384.36

\$ 6,500.00

Conferences, conventions, mtgs

\$ 250.00

\$ 1,892.92

\$ 2,500.00

Site Visits

\$ 177.30

\$ 500.00

WEB SITE

\$ 780.70

\$ 2,500.00

Total Recruitment & Marketing

\$ 1,776.00

\$ 19,370.68

\$ 22,700.00

TOTAL OPERATING EXPENSES

\$ 478.85

\$ 6,707.02

\$ 6,800.00

TOTAL Payroll Expenses

\$ 5,432.42

\$ 64,376.25

\$ 66,200.00

CAPITAL PURCHASE

\$ 539.35

\$ 1,000.00

SPECIAL projects

\$ -

\$ 52,300.00

TOTALS

\$ 7,687.27

\$ 90,993.30

\$ 150,000.00

Visitor Center - opened 5/11/13

Income (7/1 grant begins)

\$ 25,000.00

Exp Expense

\$ 586.88

\$ 16,986.81

TOTAL

\$ 8,013.19

Onion Festival

Income

\$ 1,145.00

Expense

\$ 1,161.10

TOTAL

\$ (16.10)

2014 Economic Breakfast

Income

Expense

\$ 1,500.00

TOTAL

\$ (1,500.00)

SREDA MONTHLY SNAP SHOT 2017

Account Balances	Sept 30 2017	Oct 31 2017	Nov 30 2017	Dec 31 2017			
Checking ICB	\$ 17,886.19	\$ 7,124.13	\$ 8,813.23	\$ 1,122.75			
Money Market	\$ 50,575.56	\$ 50,577.71	\$ 40,579.79	\$ 40,580.82			
Total checking/savings	\$ 68,461.75	\$ 57,701.84	\$ 49,393.02	\$ 41,703.57			
INCOME SOURCES					YTD ACTUAL	Budget 2017	Budget 2018
PRIVATE	\$308.33	\$250.00	\$1,256.66	\$ 558.33	\$ 25,031.63	\$ 35,000.00	\$ 30,000.00
LOCAL PUBLIC					\$ 26,949.00	\$ 40,000.00	\$ 35,000.00
GRANTS - State Commerce					\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
GRANTS - Private					\$ -	\$ 30,000.00	\$ 10,000.00
GRANTS - Dept of Ag					\$ 6,004.11		
VISITOR CENTER GRANT					\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
	\$ 308.33	\$ 250.00	\$ 1,256.66	\$ 558.33	\$ 102,984.74	\$ 150,000.00	\$ 120,000.00
Expenses & Projects							
RECRUITMENT & MARKETING							
Advertising Global	\$ 113.00	\$ 10.16	\$32.00	\$ 1,500.00	\$ 3,305.16	\$ 3,000.00	\$ 2,000.00
Local Ad/promotion			75	\$ 15.00	\$ 993.01	\$ 900.00	\$ 900.00
Trade shows			\$500.00		\$ 5,593.10	\$ 5,000.00	\$ 5,000.00
Trade show travel	\$ 180.00	\$ 946.87	\$496.48	\$ 212.50	\$ 6,363.36	\$ 6,000.00	\$ 5,600.00
Conferences /Training		\$ 193.68		\$ (808.85)	\$ 3,494.51	\$ 2,500.00	\$ 2,500.00
Site Visits					\$ 133.43	\$ 1,200.00	\$ 1,000.00
WEB SITE		\$ 120.00			\$ 120.00	\$ 200.00	\$ 200.00
Total Recruitment & Marketing	\$ 293.00	\$ 1,270.71	\$ 1,103.48	\$ 918.65	\$ 20,002.57	\$ 18,800.00	\$ 17,200.00
Total Operating	\$ 234.11	\$120.41	\$291.08	\$ 1,687.50	\$ 6,030.66	\$ 10,000.00	\$ 9,000.00
TOTAL Payroll Expenses	\$ 8,009.02	\$ 8,029.42	\$ 7,756.22	\$ 6,838.57	\$ 89,109.43	\$ 74,800.00	\$ 74,800.00
TOTAL OPERATIONAL	\$ 8,536.13	\$ 9,420.54	\$ 9,150.78	\$ 9,444.72	\$ 115,142.66	\$ 103,600.00	\$ 101,000.00
						\$ -	
Other projects						\$ -	
Visitor Expenses	2908.22	243.66	524.66		\$ 17,814.87	\$ 19,000.00	\$ 19,000.00
Total Special Projects Exp					\$ 6,004.11	\$ 27,400.00	
TOTALS	\$ 11,444.35	\$ 9,664.20	\$ 9,675.44	\$ 9,444.72	\$ 138,961.64	\$ 150,000.00	\$ 120,000.00

	Sep-17	Oct-17	Nov-17	Dec	
Visitor Center (\$25000)	\$ 10,861.67	\$ 7,953.45	\$ 7,709.79	\$ 7,185.13	
Income					
Expenses	\$ (2,908.22)	\$ (243.66)	\$ (524.66)		
Balance	\$ 7,953.45	\$ 7,709.79	\$ 7,185.13	\$ 7,185.13	
Pumpkin Project ID AG GRANT	\$ -				
Income					
Expenses					
Balance	\$ -	\$ -	\$ -	\$ -	\$ -

SREDA MONTHLY SNAP SHOT 2018

Account Balances	Jan 31 2018	Feb 28 2018	Mar 31 2018	Apr 30 2018	May 31 2018	June 30 2018	July 31, 2018	Aug 31 2018
Checking ICB	\$ 7,979.67	\$ 19,928.35	\$14,355.29	\$ 15,527.02	\$ 35,485.84	\$ 23,497.50	\$ 49,951.76	\$ 38,242.95
Money Market	\$ 40,581.85	\$ 40,582.78	\$40,583.81	\$ 40,584.81	\$ 40,585.84	\$ 40,587.51	\$ 40,589.43	\$ 40,591.84
Total checking/savings	\$ 48,561.52	\$ 60,511.13	\$ 54,939.10	\$ 56,111.83	\$ 76,071.68	\$ 64,085.01	\$ 90,541.19	\$ 78,834.79
INCOME SOURCES								
PRIVATE	\$ 4,958.33	\$ 9,450.00	\$ 1,016.66	\$ 200.00	\$ 8,500.00	\$ 1,166.66	\$ 866.66	\$ 200.00
LOCAL PUBLIC		\$ 10,000.00	\$ 1,000.00	\$ 8,087.00	\$ 18,500.00			
GRANTS - State Commerce	\$ 10,000.00						\$ 10,000.00	
GRANTS - Private	\$ 1,500.00							
GRANTS - Dept of Ag				\$ 38,179.01				
VISITOR CENTER GRANT							\$ 25,000.00	
	\$ 16,458.33	\$ 19,450.00	\$ 2,016.66	\$ 46,466.01	\$ 27,000.00	\$ 1,166.66	\$ 35,866.66	\$ 200.00
Expenses & Projects								
RECRUITMENT & MARKETING								
Advertising Global			\$ 58.02	\$ 95.69	\$ -	\$ 1,000.00		
Local Ad/promotion					\$ 435.92	\$ 305.00		
Trade shows		\$ 616.00	\$ 306.44			\$ 1,000.00	\$ 200.00	
Trade show travel	\$ 663.24	\$ 1,417.19	\$ 560.30	\$ 259.36		\$ 902.33	\$ -	\$ 394.39
Conferences /Training			\$ 25.00	\$ 232.38	\$ 330.65	\$ 1,033.87		\$ 250.00
Site Visits				\$ 35.50				
WEB SITE								
Total Recruitment & Marketing	\$ 663.24	\$ 2,033.19	\$ 949.76	\$ 622.93	\$ 766.57	\$ 4,241.20	\$ 200.00	\$ 644.39
Total Operating	\$ 740.20	\$ 422.95	\$ 298.50	\$ 109.00	\$ 79.45	\$ 252.08	\$ 23.00	\$ 163.07
TOTAL Payroll Expenses	\$ 6,697.97	\$ 5,261.18	\$ 6,982.62	\$ 5,952.56	\$ 6,096.04	\$ 5,952.56	\$ 6,090.49	\$ 6,615.48
TOTAL OPERATIONAL	\$ 8,101.41	\$ 7,717.32	\$ 8,230.88	\$ 6,684.49	\$ 6,942.06	\$ 10,445.84	\$ 6,313.49	\$ 7,422.94
Other projects								
Visitor Expenses		\$ 307.85	\$ 180.78	\$ 180.78	\$ 99.73	\$ 2,792.93	\$ 3,014.53	\$ 4,498.82
Total Special Projects Exp				\$ 38,179.01				
TOTALS	\$ 8,101.41	\$ 8,025.17	\$ 8,411.66	\$ 45,044.28	\$ 7,041.79	\$ 13,238.77	\$ 9,328.02	\$ 11,921.76

(CONTINUED on back)

	Jan	Feb	Mar	Apr	May	Jun	JULY state	Aug
Visitor Center (\$25000)		\$ 7,185.13	\$ 6,877.28		\$ 6,696.50	\$ 6,515.72	\$ 6,415.99	\$ -
Income								\$ 21,985.47
Expenses		\$ (307.85)	\$ (180.78)		\$ (180.78)	\$ (99.73)	\$ (2,792.93)	\$ (4,498.82)
Fiscal YR State Balance	\$ 7,185.13	\$ 6,877.28	\$ 6,696.50		\$ 6,515.72	\$ 6,415.99	\$ 3,623.06	\$ 21,985.47
								\$ 17,486.65

Sept 30 2018	Oct 31 2018	Nov 30 2018	Dec 31 2018		
\$ 32,132.77	\$ 16,722.94	\$ 10,104.09	\$ 2,373.63		
\$ 40,594.18	\$ 40,596.59	\$ 40,599.93	\$ 40,599.93		
\$ 72,726.95	\$ 57,319.53	\$ 50,704.02	\$ 42,973.56		
				YTD ACTUAL	Budget 2018
\$100.00	\$450.00	\$ 1,116.66	\$ 150.00	\$ 28,174.97	\$ 30,000.00
				\$ 37,587.00	\$ 35,000.00
				\$ 20,000.00	\$ 20,000.00
				\$ 1,500.00	\$ 10,000.00
				\$ 38,179.01	
				\$ 25,000.00	\$ 25,000.00
\$ 100.00	\$ 450.00	\$ 1,116.66	\$ 150.00	\$ 150,440.98	\$ 120,000.00
	\$ 857.33	\$ 200.00		\$ 2,211.04	\$ 2,000.00
		\$ 75.00	\$ 40.00	\$ 855.92	\$ 900.00
	\$ 835.00	\$ 698.00	\$ (866.66)	\$ 2,788.78	\$ 5,000.00
	\$ 844.07	\$ 144.77	\$ 43.00	\$ 5,228.65	\$ 5,600.00
\$ 143.30	\$ 1,154.45	\$ 562.44	\$ -	\$ 3,732.09	\$ 2,500.00
	\$ 41.25		\$ 759.69	\$ 836.44	\$ 1,000.00
	\$ 140.00			\$ 140.00	\$ 200.00
\$ 143.30	\$ 3,872.10	\$ 1,680.21	\$ (23.97)	\$ 15,792.92	\$ 17,200.00
\$ 284.89	\$290.50	\$ 130.23	\$ 1,520.00	\$ 4,313.87	\$ 9,000.00
\$ 6,013.43	\$ 5,995.24	\$ 5,638.18	\$ 6,258.68	\$ 73,554.43	\$ 74,800.00
\$ 6,441.62	\$ 10,157.84	\$ 7,448.62	\$ 7,754.71	\$ 93,661.22	\$ 101,000.00
4106.13	2713.51	\$ 539.58	0	\$ 18,434.64	\$ 19,000.00
				\$ 38,179.01	
\$ 10,547.75	\$ 12,871.35	\$ 7,988.20	\$ 7,754.71	\$ 150,274.87	\$ 120,000.00

Sep	Oct	Nov	Dec
\$ 17,486.65	\$ 13,380.52	\$ 10,667.01	\$ 10,127.43
\$ (4,106.13)	\$ (2,713.51)	\$ (539.58)	\$ -
\$ 13,380.52	\$ 10,667.01	\$ 10,127.43	\$ 10,127.43

SREDA MONTHLY SNAP SHOT 2019

Account Balances	July 31, 2019	Aug 31 2019	Sept 30 2019	Oct 31 2019	Nov 30 2019
Checking ICB	\$ 48,699.49	\$ 47,051.18	\$ 36,590.36	\$ 30,534.20	\$ 22,268.38
Money Market	\$ 35,633.16	\$ 35,633.16	\$ 35,636.38	\$ 35,641.19	\$ 35,642.71
Total checking/savings	\$ 84,332.65	\$ 82,684.34	\$ 72,226.74	\$ 66,175.39	\$ 57,911.09
INCOME SOURCES					
PRIVATE	\$ 750.00	\$ 666.66	\$ 558.33	\$ 500.00	\$ 100.00
LOCAL PUBLIC		\$ 11,000.00			
GRANTS - State Commerce	\$ 10,000.00				
GRANTS - Private					
VISITOR CENTER GRANT	\$ 25,000.00				
	\$ 35,750.00	\$ 11,666.66	\$ 558.33	\$ 500.00	\$ 100.00
Expenses & Projects					
RECRUITMENT & MARKETING					
Advertising Global					\$ 1,197.99
Local Ad/promotion					\$ 75.00
Trade shows			\$ 200.00	\$ 1,515.00	\$ 1,300.00
Trade show travel		\$ 435.00	\$ 1,045.87	\$ 76.34	
Conferences /Training	\$ 476.19	\$ 220.00		\$ 264.28	\$ 814.50
Site Visits		\$ 43.99	\$ 61.05	\$ 7.90	
WEB SITE					\$ 120.00
Total Recruitment & Marketing	\$ 476.19	\$ 698.99	\$ 1,306.92	\$ 1,863.52	\$ 3,507.49
Total Operating	\$ 65.50	\$ 57.03	\$ 595.59	\$ 290.21	\$ 406.93
TOTAL Payroll Expenses	\$ 6,061.81	\$ 5,156.06	\$ 7,556.93	\$ 5,832.43	\$ 5,132.55
TOTAL OPERATIONAL	\$ 6,603.50	\$ 5,912.08	\$ 9,459.44	\$ 7,986.16	\$ 9,046.97
Other projects					
Visitor Expenses	\$ 5,608.70	\$ 2,780.48	0		\$ 622.44
Total Special Projects Exp					
TOTALS	\$ 12,212.20	\$ 8,692.56	\$ 9,459.44	\$ 7,986.16	\$ 9,669.41
Visitor Center Bal (\$25000)	\$ (1,294.06)	\$ 18,097.24	\$ 15,316.76	\$ 12,007.40	\$ 12,007.40
Income	\$ 25,000.00				
Expenses	\$ (5,608.70)	\$ (2,780.48)	\$ (3,309.36)		\$ (622.44)
Fiscal YR State Balance	\$ 18,097.24	\$ 15,316.76	\$ 12,007.40	\$ 12,007.40	\$ 11,384.96

Dec 31 2019

\$ 13,155.11

\$ 35,644.22

\$ 48,799.33

	YTD ACTUAL	Budget 2019
\$ 1,116.66	\$ 27,041.63	\$ 30,000.00
	\$ 37,587.00	\$ 35,000.00
	\$ 20,000.00	\$ 20,000.00
	\$ 1,500.00	\$ 10,000.00
	\$ 25,000.00	\$ 25,000.00
\$ 1,116.66	\$ 111,128.63	\$ 120,000.00

\$ 72.15	\$ 1,395.02	\$ 2,000.00
	\$ 1,035.00	\$ 900.00
	\$ 4,614.10	\$ 5,000.00
	\$ 3,769.06	\$ 5,600.00
\$ (750.00)	\$ 1,358.00	\$ 2,500.00
\$ 19.50	\$ 132.44	\$ 1,000.00
	\$ 210.85	\$ 200.00
\$ (658.35)	\$ 12,514.47	\$ 17,200.00

\$ 1,903.80	\$ 6,266.24	\$ 9,000.00
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\$ 6,363.28	\$ 72,856.50	\$ 74,800.00
\$ 7,608.73	\$ 91,637.21	\$ 101,000.00

	\$ 11,404.85	\$ 19,000.00
	\$ -	
\$ 7,608.73	\$ 103,042.06	\$ 120,000.00

\$ 11,384.96

\$ 11,384.96

SREDA MONTHLY SNAP SHOT 2020

Account Balances	July 31, 2020	Aug 31 2020	Sept 30 2020	Oct 31 2020	Nov 30 2020	Dec 31 2020	
Checking ICB	\$ 21,871.89	\$ 35,046.12	\$ 28,722.61	\$ 43,750.30	\$ 28,333.02	\$ 24,016.00	
Money Market	\$ 35,651.78	\$ 35,651.78	\$ 35,653.37	\$ 35,653.67	\$ 35,653.96	\$ 35,653.96	
Total checking/savings	\$ 57,523.67	\$ 70,697.90	\$ 64,375.98	\$ 79,403.97	\$ 63,986.98	\$ 59,669.96	
INCOME SOURCES							YTD ACTUAL
PRIVATE	\$ 1,750.00	\$ 250.00	\$200.00	\$200.00	\$ 250.00	\$ 150.00	\$ 18,916.66
LOCAL PUBLIC	\$ 12,500.00	\$10,000.00		\$1,000.00			\$ 37,700.00
GRANTS - State Commerce		\$ 11,375.00					\$ 21,375.00
GRANTS - Private							\$ -
VISITOR CENTER GRANT				\$ 25,000.00			\$ 25,000.00
	\$ 14,250.00	\$ 21,625.00	\$ 200.00	\$ 26,200.00	\$ 250.00	\$ 150.00	\$ 102,991.66
Expenses & Projects							
RECRUITMENT & MARKETING							
Advertising Global	\$ 126.34			\$ 407.00		\$ 509.98	\$ 1,143.32
Local Ad/promotion			\$ 175.00	\$ 106.25			\$ 884.17
Trade shows			\$ 133.33		\$ 400.00		\$ 1,729.23
Trade show travel			\$ 107.73				\$ 2,211.17
Conferences /Training			\$ 140.00				\$ 281.67
Site Visits				\$ 123.14			\$ 123.14
WEB SITE				\$ 120.00			\$ 120.00
Total Recruitment & Marketing	\$ 126.34	\$ -	\$ 556.06	\$ 756.39	\$ 400.00	\$ 509.98	\$ 6,492.70
Total Operating	\$ 280.25	\$ -	\$ 220.97	\$ 820.14	\$ 2,710.66	\$ 761.56	\$ 6,650.80
TOTAL Payroll Expenses	\$ 5,335.51	\$ 6,551.88	\$ 5,638.17	\$ 5,335.50	\$ 5,846.05	\$ 5,335.49	\$ 66,262.98
TOTAL OPERATIONAL	\$ 5,742.10	\$ 6,551.88	\$ 6,415.20	\$ 6,912.03	\$ 8,956.71	\$ 6,607.03	\$ 79,406.48
Other projects							
Visitor Expenses	\$ 1,896.92	\$ 1,898.89	\$ 3,415.29	\$ 3,772.57	\$ 1,433.70	556.92	\$ 12,974.29
							\$ -
TOTALS	\$ 7,639.02	\$ 8,450.77	\$ 9,830.49	\$ 10,684.60	\$ 10,390.41	\$ 7,163.95	\$ 92,380.77

Budget 2020

\$ 24,200.00

\$ 37,000.00

\$ 20,000.00

\$ 25,000.00

\$ 106,200.00

\$ 2,000.00

\$ 1,000.00

\$ 4,000.00

\$ 4,000.00

\$ 1,500.00

\$ 1,000.00

\$ 200.00

\$ 13,700.00

\$ 7,000.00

\$ 73,000.00

\$ 93,700.00

\$ 12,500.00

\$ 106,200.00

SREDA MONTHLY SNAP SHOT 2021

Account Balances	Apr 30 2021	May 31 2021	June 30 2021		
Checking ICB	\$ 28,399.42	\$ 22,833.87	\$ 51,379.32		
Money Market	\$ 35,655.54	\$ 35,655.54	\$ 35,656.13		
Total checking/savings	\$ 64,054.96	\$ 58,489.41	\$ 87,035.45		
INCOME SOURCES				YTD ACTUAL	Budget 2021
PRIVATE	\$ 1,150.00	\$ 3,550.00	\$ 150.00	\$ 17,850.00	\$ 18,500.00
LOCAL PUBLIC			\$ 34,926.00	\$ 34,926.00	\$ 37,700.00
GRANTS - State Commerce				\$ 11,375.00	\$ 22,000.00
GRANTS - Other				\$ 10,330.00	\$ -
VISITOR CENTER GRANT				\$ -	\$ 25,000.00
	\$ 1,150.00	\$ 3,550.00	\$ 35,076.00	\$ 74,481.00	\$ 103,200.00
Expenses & Projects					
RECRUITMENT & MARKETING					
Advertising Global				\$ -	\$ 500.00
Local Ad/promotion		\$ 82.00		\$ 193.00	\$ 700.00
Trade shows				\$ 427.01	\$ 1,000.00
Trade show travel		\$ (482.33)		\$ 75.81	\$ 800.00
Conferences /Training		\$ 160.00	\$ 160.00	\$ 320.00	\$ 500.00
Site Visits		\$ 74.66		\$ 74.66	\$ 500.00
WEB SITE				\$ -	\$ 200.00
Total Recruitment & Marketing	\$ -	\$ (165.67)	\$ 160.00	\$ 1,090.48	\$ 4,200.00
Total Operating	\$ 104.30	\$ 883.57	\$ 92.25	\$ 2,419.78	\$ 4,000.00
TOTAL Payroll Expenses	\$ 8,751.04	\$ 5,886.54	\$ 6,718.99	\$ 41,361.50	\$ 82,500.00
TOTAL OPERATIONAL	\$ 8,855.34	\$ 6,604.44	\$ 6,971.24	\$ 44,871.76	\$ 90,700.00
Other projects					
Visitor Expenses			\$ 3,339.27		\$ 12,500.00
TOTALS	\$ 8,855.34	\$ 6,604.44	\$ 10,310.51	\$ 44,871.76	\$ 103,200.00

SREDA OPERATING BUDGET 2013-2014

					ESTIMATED		
INCOME SOURCES	BUDGET 2013	BUDGET 2014	BUDGET 2015	Budget 2017	Budget 2018	Actual 2018	BUDGET 2019
PRIVATE		\$ 64,000.00	\$ 64,000.00	\$ 35,000.00	\$ 30,000.00	\$ 28,174.97	\$ 30,000.00
LOCAL PUBLIC		\$ 45,000.00	\$ 39,184.00	\$ 40,000.00	\$ 35,000.00	\$ 37,587.00	\$ 35,000.00
Idaho Commerce grant		\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Other				\$ 30,000.00	\$ 10,000.00	\$ 1,500.00	\$ 10,000.00
Dept of Ag pass through			\$ -			\$ 38,179.01	
Visitor Center Grant		\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Expenses & Projects	\$ 150,000.00	\$ 150,000.00	\$ 144,184.00	\$ 150,000.00	\$ 120,000.00	\$ 150,440.98	\$ 120,000.00
RECRUITMENT & MARKETING							
Advertising Global	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,000.00	\$ 2,211.04	\$ 2,000.00
Advertising Local		\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 855.92	\$ 900.00
Trade shows	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 5,000.00	\$ 5,000.00	\$ 2,788.78	\$ 5,000.00
Trade show travel	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 5,600.00	\$ 5,228.65	\$ 5,600.00
Conferences, conventions, mtgs	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,732.09	\$ 2,500.00
Site Visits	\$ 500.00	\$ 700.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 836.44	\$ 1,000.00
TotWEB SITE	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 200.00	\$ 200.00	\$ 140.00	\$ 200.00
	\$ 22,700.00	\$ 22,700.00	\$ 22,700.00	\$ 18,800.00	\$ 17,200.00	\$ 15,792.92	\$ 17,200.00
Total Operating							
	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 10,000.00	\$ 9,000.00	\$ 4,263.87	\$ 9,000.00
TOTAL Payroll Expenses							
STAFF Support	\$ 66,200.00	\$ 66,200.00	\$ 66,200.00	\$ 74,800.00	\$ 74,800.00	\$ 73,295.75	\$ 74,800.00
CAPITAL PURCHASE		\$ 6,000.00	\$ 12,000.00				
SPECIAL projects	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00				
	\$ 52,300.00	\$ 46,300.00	\$ 34,484.00				
TOTAL	\$ 150,000.00	\$ 150,000.00	\$ 144,184.00	\$ 103,600.00	\$ 101,000.00	\$ 93,352.54	\$ 101,000.00
**MINIMUM \$\$\$ EXPENSES:		\$ 102,700.00	\$ 108,700.00				
Visitor Center Exp				\$ 19,000.00	\$ 19,000.00	\$ 18,434.64	\$ 19,000.00
Ag grant project				\$ 27,400.00		\$ 38,179.01	
				\$ 150,000.00	\$ 120,000.00	\$ 149,966.19	\$ 120,000.00

Budget 2020

\$ 24,200.00

\$ 37,000.00

\$ 20,000.00

\$ -

\$ 25,000.00

\$ 106,200.00

\$ 2,000.00

\$ 1,000.00

\$ 4,000.00

\$ 4,000.00

\$ 1,500.00

\$ 1,000.00

\$ 200.00

\$ 13,700.00

\$ 7,000.00

\$ 73,000.00

\$ 12,500.00

\$ 106,200.00

2014 Dollars received

PUBLIC

City of Fruitland	\$ 4,684.00 Jan	
Payette County	\$ 9,000.00 Jan	
City of Payette	\$ 7,500.00 Jan	
Malheur County	\$ 5,000.00 FEB	
Washington County (July 2014)	\$ 2,500.00 Waiting	
City of Nyssa		
City of Vale		
City of Ontario		invoiced April

PRIVATE

Alta Mesa/Snake River	\$ 500.00 Jan	
American Staffing	\$ 500.00 Jan	
St. Lukes	\$ 5,000.00 Jan	
Payette Washington Co Realtors	\$ 2,500.00 FEB	
Nichols Acctg	\$ 1,500.00 FEB	
Logans	\$ 1,000.00 June	

Monthly - regular

Hanigans	\$ 100.00	
Red Apple	\$ 100.00	
C & T Storage	\$ 50.00	
Kohn Foods	\$ 100.00	
Weiser Classic	\$ 25.00	
Argus	\$ 100.00	
Zions	\$ 283.00	

BREAKFAST SPONSORS

Idaho Power	\$ 500.00 FEB	
Internet Truck Stop	\$ 500.00 FEB	
Energy Trust of Oregon	\$ 500.00	
ICB	\$ 500.00	
Saint Alphonsus	\$ 500.00	

CASH Breakfast	\$ 710.00 FEB	
CASH Breakfast	\$ 40.00 MAR	
INVOICED Breakfast		
Total received	<u>\$ 3,250.00</u>	

AGENDA
ONTARIO VISITORS AND CONVENTIONS BUREAU BOARD
July 1, 2021 - 7:00 a.m. M.T.
ONTARIO AREA CHAMBER OF COMMERCE OFFICE

Call to order:

This Agenda was emailed: June 25, 2021

Roll Call: Chairman Bob Quinn____
Debbie Blackaby____ Lynelle Christiani____ Cheryl Cruson____
Doug Dean____ Terry Dols____ Ken Hart____

City Manager Adam Brown____
V&C Director John Breidenbach____

New Business

Grant Request: Ontario Municipal Airport STOL drag race.

Motion to adopt V&C Meeting Minutes of June 3, 2021 meeting

Review Financial Report – Terry Dols

V&C Director Report – John Breidenbach

Adjourn

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, if you contact the City at 889-7684 at least one working day prior to the need for services, we will make every reasonable effort to accommodate the need. T.D.D. available by calling 889-7266.



VISITORS AND CONVENTIONS BOARD
C/O Ontario Area Chamber of Commerce
251 SW 9th St.
Ontario, OR 97914
541-333-1012 (voice); 541-881-1101 Fax
ceo@ontariochamber.com

PROMOTIONAL EVENT FUND APPLICATION

GENERAL INFORMATION:

Name of Applicant (Organization): Ontario Municipal Airport
Complete Mailing Address: 531 SW 33rd Ontario Oregon 97914
Telephone: 541 212 1076 Fax: 541 212 1076 E-Mail: Eric.Hartley@ontarioairport.org
Principal Contact: SELF
Complete Mailing Address: SAME
Telephone: _____ Fax: _____ E-Mail: _____

Name of Event and Date and Time Event Will Be Held: SEPT 29th - Oct 2nd
Has organization applied for a V&C Grant Before: Yes No

*If yes was the V&C grant request approved and for what amount:

No / \$

*If grant request was approved did the organization give their 90 day follow-up report
No

Description of Promotion or Event: A STOL Drag aircraft race
will be held at the city Airport. This is a National FAA
Sctioned race, that will likely draw over 4,000 attendees.
we are seeking assistance with event costs & logistics.

NATURE OF PROMOTION/EVENT: Airplane Aircraft Racing

☒ Tourism based promotional project ☐ Marketing based promotional project
☐ Special media promotion ☐ Educational or training project

Amount of Funding Requested: \$ 2,500

Total Promotion/Event Budget: \$ _____

What specific expenditures will the grant funds be used for? cones, lighting, flags, tents
promotional material, signs, etc.

List promotion/event supporters or partners:

Frazier Aviation & precision propellers are the title sponsors for
this year's event

PROJECTED PROMOTION/EVENT IMPACT:

Describe how the promotion/event will impact the County's economy (e.g., overnight, number of visitors/attendees, restaurant sales, retail sales, etc.) the 4,000+ spectators will need

Hotel rooms, Restaurants, attractions outside of the 4 days.
we project a massive impact on the local economy
this year and many more to come.

FINANCIAL REPORTING REQUIREMENTS:

For established groups please provide two years of P & L Statements, current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups please provide a proposed budget of revenue and expenditures in a form similar to the one below.

PROPOSED REVENUES

Source #1	GATE FEES	Amount	\$ 60,000
Source #2	VENDOR'S FEES	Amount	\$ 2,500
Source #3	Sponsorship	Amount	\$ 20,000
Source #4	Fly-in Camping	Amount	\$ 2,250
Source #5		Amount	

TOTAL REVENUE 84,750

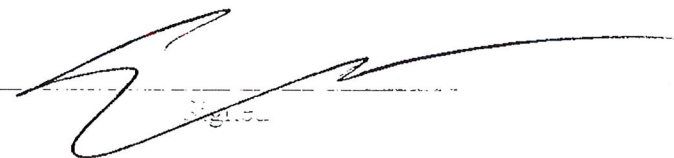
PROPOSED EXPENDITURES

Use #1	Cones	Amount	\$ 500
Use #2	Flags	Amount	\$ 200
Use #3	lights	Amount	\$ 1,000
Use #4	speakers	Amount	\$ 500
Use #5	Promotional Materials	Amount	\$ 1,500
Use #6	TENTS	Amount	\$ 1,500
Use #7	Signs	Amount	\$ 500
Use #8		Amount	
Use #9		Amount	
Use #10		Amount	

TOTAL EXPENDITURES 5,700
 REVENUE MINUS EXPENDITURES 79,050

As a final condition to accepting granted funds, the applicant agrees to report to the Finance Directors and Conventions Board with a final report summarizing results of the event/promotion (e.g., attendance, local and regional publicity, news/media company, advertising costs and attendance report, etc.) within 90 days of the event/promotion.

Date 6-25-2021


 Signature

Eric Hardy
 Printed Name of Applicant

Date Received: 6/25/2021 Executive Area Chamber President/CRA

*Use additional sheets as necessary.

**Those supporters/partners making cash or in-kind contributions must use our provided receipts.

Ontario V&C Minutes
June 3, 2021
7:00 am
Ontario Area Chamber of Commerce Office

Meeting called to order at 7:00 am by Cheryl Cruson

Roll Call – **Board Members present** Cheryl Cruson, Terry Dols, Ken Hart.

Call-in Bob Quinn, Debbie Blackaby, Doug Dean,

Board Members absent: Lynelle Christiani

Ex-Officio Members Present: V&C Director John Breidenbach, City Manager Adam Brown

NEW BUSINESS

Grant Request: City Of Ontario Relocation of Gazebo

Adam Brown presented the grant request for the City of Ontario to relocate a Gazebo being donated to the city to a new home at Moore Park. It was moved to approve the grant request for \$5000.00 By Debbie Blackaby. Seconded by Ken Hart, the Motion was Carried.

Grant Request: Ontario Chamber Of Commerce -Oregon Veterans Motorcycle ride

John Breidenbach presented the grant request for the chamber to host the Oregon Veterans Ride gathering at Lions Park. The grant will cover food and a band for the riders. It was moved by Ken Hart and Seconded by Debbie Blackaby. The grant be approved for \$2000.00. Motion carried.

MINUTES/FINANCIALS

The March 4, 2021 minutes were reviewed. It was moved by Ken Hart, and seconded by Terry Dols, The Motion Carried.

Treasure Terry Dols presented the Financials. It was moved by Debbie Blackaby and seconded by Ken Hart that the Financials be approved as submitted, The Motion Carried.

The meeting adjourned.8:00 am

**CITY OF ONTARIO
VISITORS AND CONVENTIONS BOARD
ACTIVITY SUMMARY
BEGINNING SEPTEMBER 1997**

DATE	REQUESTOR	REQUESTED	GRANTED	DISBURSED
FEB 2020	Revitalize Ontario! Tater Tot Festival	\$ 11,925.00	\$ 11,925.00	\$ 11,925.00
MAR 2020	NO NEW ACTIVITY	\$ -	\$ -	\$ -
APR 2020	Palmer House Rose Garden Garden Area Preparation	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00
MAY 2020	NO NEW ACTIVITY	\$ -	\$ -	\$ -
JUNE 2020	NO NEW ACTIVITY	\$ -	\$ -	\$ -
JULY 2020	NO NEW ACTIVITY	\$ -	\$ -	\$ -
AUG 2020	NO NEW ACTIVITY	\$ -	\$ -	\$ -
SEP 2020	Palmer House Rose Garden Garden Area Preparation	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
SEP 2020	Treasure Valley Community College New Student Orientation	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
OCT 2020	NO NEW ACTIVITY	\$ -	\$ -	\$ -
NOV 2020	NO NEW ACTIVITY	\$ -	\$ -	\$ -
DEC 2020	NO NEW ACTIVITY	\$ -	\$ -	\$ -
JAN 2021	NO NEW ACTIVITY	\$ -	\$ -	\$ -
FEB 2021	NO NEW ACTIVITY	\$ -	\$ -	\$ -
MAR 2021	Revitalize Ontario! 2021 Chocolate & Wine Walk	\$ 2,065.00	\$ 2,065.00	\$ 2,065.00
MAR 2021	Malheur County Fair Board 2021 Malheur County Fair Concerts	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
APR 2021	NO NEW ACTIVITY	\$ -	\$ -	\$ -
MAY 2021	NO NEW ACTIVITY	\$ -	\$ -	\$ -
JUN 2021	Ontario Area Chamber of Commerce 2021 Oregon Veterans Motorcycle Ride	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
JUN 2021	City of Ontario Gazebo Relocation	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	6/24/2021	\$ 811,518.04	\$ 682,622.77	\$ 682,622.77

**CITY OF ONTARIO
VISITORS AND CONVENTIONS BOARD
PROMOTIONS AND EVENT FUND
BALANCES THROUGH
DRAFT JUNE 2021**

2020	RESOURCES	EXPENSES	BALANCE
BALANCE FORWARD	\$702,814.15	\$679,824.60	\$22,989.55
JULY <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$25,489.55
AUGUST <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$27,989.55
SEPTEMBER <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$4,500.00	\$25,989.55
OCTOBER <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$28,489.55
NOVEMBER <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$30,989.55
DECEMBER <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$33,489.55
2021			
JANUARY <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$35,989.55
FEBRUARY <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$38,489.55
MARCH <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$7,065.00	\$33,924.55
APRIL <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$36,424.55
MAY <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$38,924.55
JUNE <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$7,000.00	\$34,424.55
TOTAL FISCAL	\$30,000.00	\$18,565.00	
ACCRUALS FROM JULY 1997 TO PRESENT	\$732,814.15	\$698,389.60	\$34,424.55