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, OCTOBER 8, 2024, 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: Susann Mills _____ Sam Baker _____ Ken Hart _____ Penny Bakefelt _____ Eddie Melendrez _____
Council President John Kirby _____ Mayor Deborah Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on October 4, 2024. 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) CONSENT AGENDA

A) Liquor License Application: Select Players, LLC

B) Letter to Sister City Osakasayama, Japan w City Coin

5) 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.

6) OLD BUSINESS

A) City Camera System Upgrade

7) NEW BUSINESS

A) Apron Expansion Project - COAR grant

8) DISCUSSION ITEMS

9) HAND-OUTS

A) Monthly Department Stats: OPD, OFR, PW, CE

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) EXECUTIVE SESSION

A) ORS 192.660(2)(d): Labor Negotiations Update

12) ADJOURN

AGENDA REPORT
CONSENT AGENDA
October 8, 2024

TO: Mayor and City Council

FROM: Michael Iwai, Police Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: LIQUOR LICENSE APPLICATION: SELECT PLAYERS, LLC

DATE: October 1, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO RECOMMEND THE NEW OUTLET LIMITED ON-PREMISES LIQUOR LICENSE APPLICATION FOR SELECT PLAYERS, LLC.

SUMMARY:

Select Players LLC under the trade name Select Players, located at 189 South Oregon Street, Ontario, Oregon, completed the "New Outlet Limited On-Premises" liquor license sales application.

The Oregon Liquor Control Commission has updated the licensing procedure. Applications now come to the local government for endorsement before completing the application process through the State of Oregon Liquor Control Commission office in Salem.

All necessary paperwork has been submitted to the City of Ontario. The Oregon Liquor Control Commission office is awaiting a recommendation from the Ontario City Council.

BACKGROUND:

McShane Erlebach has applied for a New Outlet Limited On-Premises liquor license for his new establishment located at 189 S. Oregon Street, Ontario, Oregon. He is applying for the liquor license in the name of Select Players LLC., and it will operate under the name – Select Players.

The application forms have been filled out appropriately and the required fees will be received after council action. All permit and license requirements have been met through the City of Ontario Planning, Building, and Fire Departments.

CURRENT SITUATION:

Select Players is a new establishment on Oregon Street in Ontario that sells sporting goods and equipment. They also have golfing simulators, indoor driving bays, softball and baseball equipment, and batting cages. This is a setting for all age groups. Patrons will be able to test out and purchase sporting equipment. Select Players, LLC is requesting to add the sale of alcohol to their business. They have established a bar-like setting for limited on-premises alcohol sales (Beer, Wine Cider). Non-alcoholic beverages will also be available. To obtain the privilege of selling alcohol at this location, the Oregon Liquor Control Commission requires Select Players, LLC. to complete the "New Outlet – Limited On-Premises" application. Once this step is completed, the location will have the necessary license requiring renewal every year.

ANALYSIS:

A. **STRATEGIC PLAN** This meets the Council's adopted Strategic Plan for Lifestyle and Growth. Under Lifestyle, with the approval of this license, Select Players will offer non-alcoholic beverages as well as beer, wine, and cider to patrons enjoying the establishment. This new concept also has the potential to bring more visitors to the city, creating additional revenue which supports the Strategic Plan goal of Growth.

B. **FINANCIAL** There is no financial impact for this action.

C. **TIMING** Recommendation is required before allowing the sale of alcohol at this location.

D. **POLICY/LEGAL** All legal steps have been followed to completion, with no negative feedback.

ALTERNATIVES:

Not recommend the license application.

This has no true effect on the process, as the Oregon Liquor Control Commission may take the city's objections to the action into consideration but is not obligated to do so. They are the ultimate authority on the issuance of the license.

RECOMMENDATION:

Staff recommends that the City Council approve the limited on-premises new outlet liquor license for Select Players, LLC.

ATTACHMENTS:

None

City of Ontario
Office of the Mayor
Deborah K. Folden, Mayor
444 SW 4th Street
Ontario, OR 97914
Voice (541)823-2366
Fax (541)889-7121
deborah.folden@ontariooregon.org

October 8, 2024

The City of Ontario, Oregon, United States of America, would like to recognize the special relationship created fifty years ago between Ontario and her Sister City Osakasayama, Japan. This special relationship has allowed citizens from both countries to travel and experience the hospitality, generosity, and goodwill offered to travelers by both Ontario and Osakasayama.

To commemorate this occasion, the City of Ontario presents this 100th Anniversary coin that was designed in celebration of Ontario's centennial. The coin is marked as celebrating 1883 as our date of establishment; however, it was later discovered the correct year of incorporation was 1884.

The two sides of the coin signify different things. One side is a relief of the State of Oregon, whose territory initially occupied most of the Pacific Northwest. Once statehood was given, Oregon was provided a definition of boundaries, with Ontario's location noted on the far eastern border. The other side of the coin memorializes a Conestoga wagon that carried the possessions of pioneers traveling the Oregon Trail on their way to the Oregon Territory. Ontario is located near the original route of the Oregon Trail, a trail that allowed for the migration of the pioneers from the eastern states out to the wild, wild west.

This coin is presented to you by two City Councilors from Ontario, as well as the son of one of the original sponsors of the Sister City relationship. It is our sincere hope that the friendship and goodwill established by this relationship will continue to prosper.

Respectfully,

Deborah K. Folden
Mayor of Ontario

AGENDA REPORT
OLD BUSINESS
October 8, 2024

TO:	Mayor and City Council
FROM:	Dan Cummings, City Manager/Community Development Director
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**CITY CAMERA SYSTEM UPGRADE**
DATE:	October 1, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AVIDITY SOLUTIONS FOR THE UPGRADING OF THE EXISTING CITY SECURITY CAMERA SYSTEM FOR $54,684.00 WITH CONTINGENCY FUNDING OF $1,316 FOR A NOT TO EXCEED (NTE) PRICE OF $56,000.00 OUT OF THE ENTERPRISE CAMERA LINE ITEM.

SUMMARY:

City staff has been working on options to improve City security cameras.

BACKGROUND:

The existing security camera system contract with Day Wireless expires on November 10th with a two-week notice (October 25th). The City has budgeted $150,000 in the Enterprise Camera fund and an additional $13,651.00 in the airport camera fund for a total of $163,651.00 for replacing/upgrading and adding new cameras to the system.
The existing cameras are out of date and do not give the total protection the city needs to combat theft and vandalism, as well as the protection of city employees, vehicles and infrastructure.

The city is also in need of new body cameras and updated software for the protection of the City police officers and the safety of the public. The City Council asked the staff to look into reducing the proposed Security Camera system to allow for some of the budgeted funds to go towards the needed body camera system.

A summary of prior council action regarding the enterprise camera system is as follows:

At the August 27, 2024, City Council meeting, staff made a presentation on the body camera needs as well as the surdity system needs. The city council voted and authorized the staff to put out a Request for Proposal (RFP) for the body camera system. The staff is still in the process of putting the RFP together. Motion: "MELENDREZ moved, MILLS seconded, THE CITY COUNCIL APPROVE THE REQUEST TO BEGIN THE REQUEST FOR PROPOSAL PROCESS FOR A BODY-WORN

CAMERA SYSTEM, WHICH IS CLOUD-BASED AND HAS THE ABILITY TO REDACT SENSITIVE INFORMATION PURSUANT TO LAW. Roll call vote: Mills-yes; Baker-out; Hartyes; Bakefelt-yes; Melendrez-yes; Kirby-yes; Folden-yes. Motion carried 6/0/1".

During the meeting and presentation, Lt. Cooper outlined three options for the security camera system to address the Council request as follows:

Lt. Cooper stated for all three options being presented, they were locked into the five-year plan for $42,737. However, for the remaining funds from the initial $15O,OOO, listed below were three options:
1. Option #1 (above slide #3) was to defer the camera improvement program to the next fiscal year, and pay just the mandatory five-year licensing subscription for $42,737. They could then redirect the remaining funds towards the body-worn camera project for $107,263.

2. Option #2 (above slide #4) would be the mandatory licensing lor $42,737, an upgrade/replacement of half the system cameras for $43,112, then defer the remaining cameras and airport cameras to the next fiscal year's budget process, and to redirect the remaining funds toward the body-worn camera project for $64,151.

3. Option #3 (above slide #5) would be the mandatory licensing for $42,737, an upgrade/replacement of half the system cameras for $43,112, complete the airport camera expansion project for $13,651, defer the remaining cameras to the next fiscal year budget process, and to redirect the remaining funds toward the body-worn camera project for $5O,5OO.

Mr. Cummings stated staff also supported Option #1. lt gave them time to get bids in for the body cameras, so they'd have those numbers. Slow down the camera system. He and Lt. Cooper had met with another firm, who they were seeking a quote from for the camera system, and possibly, before the contract expired, there might be another option for the cameras. The cameras themselves belonged to Verkada, and they could not be used with another system. lf the city selected a different firm, all the cameras would have to be replaced. He also wanted to speak with Verkada. He didn't like the city being strung out with a system that could potentially go away and those cameras were not the city's, and the city would have to purchase a whole new system anyway. He believed they'd be meeting with this other company later in the week, and hoped to get a quote from them.

The council made the following motion:
"HART moved, BAKEFELT seconded, THE CITY COUNCIL GIVE STAFF AUTHORITY TO MOVE FORWARD WITH OPTION #1, AND IF STAFF CHOSE A DIFFERENT PATH, THEY WOULD NEED TO COME BACK BEFORE COUNCIL FOR A CHANGE FROM OPTION #1. Roll call vote: Mills-yes; Baker-out; Hart-yes; Bakefelt-yes; Melendrez-yes; Kirby-yes; Folden-yes. Motion carried 6/0/1."

CURRENT SITUATION:

Following the City Financial Policy, the City staff contacted firms and requested written proposals and received three formal written proposals. The bids are shown under attachment 1 of this report as follows:

- Vendor #1: Day Wireless (Boise area)(Cloud base camera's) $104,420.00 using Verkada manufacturing cameras that **cannot** be used with any other system, with a one-year service agreement.
- Vendor #2: Alpine Alarm (La Grande area)(Cloud Base Camera's) $90,617.80 using Verkada manufacturing cameras that **cannot** be used with any other system, with a one-year service agreement.
- Vendor #3: Avidity Solutions (Ontario)(Cloud Base Camera's) $68,367 using Open Eye manufacturing cameras that **can** be used with many other systems, with a one-year service agreement.

Vendor #3 Avidity Solutions is not only the lowest responsive bidder, their cameras and systems can be used with any other provider. Staff have also requested only one-year contracts in order to have the ability to change service providers if we a not happy with the service.

Based on Avidity Solutions being the lowest provider, they also provided a proposal for a mixed system of cloud-based and NVR-based cameras which gives the city the ability to lower the overall cost of the system now and as we add cameras.

This proposal is attached as the preferred Vendor.

ANALYSIS:

A. **STRATEGIC PLAN** Not necessarily part of the plan other than the desireability for safety.

B. **FINANCIAL** This project would be $56,000 out of the $163.651 budgeted and would leave $107,651 for body cameras.

C. **TIMING** Timing is of the essence as the existing contract expires near the end of October and a decision is needed.

D. **POLICY/LEGAL** The council has the authority to approve contracts.

ALTERNATIVES:

There are four options for the council to choose from.

RECOMMENDATION:

Staff recommends the city enter into a contract with Avidity Solutions to provide the camera systems for the city.

ATTACHMENTS:

1. 3-Bid-Quote-Track-Form_2024 Camera Replacement contract
2. Camera Vendor 1_Day Wireless
3. Camera Vendor 2_Alpine Alarm
4. Camera Vendor 3_Avidity Solutions
5. Prefered-Bid-Quote-Track-Form_2024 Camera Replacement contract
6. Camera Vendor_PREFERED_Avidity Solutions

City of Ontario

444 SW 4th Street
Ontario, OR 97914

Bid Tracking Form

Item: Upgrage Existing City Camera system

Item On State Bid List? Yes [ ] No [X]

City Representative: Dan Cummings

Budgeted Amount: **$163,651.00**

Date: 10/01/24

Line Item:

Vendor #1 Name: Day Wireless - Verkada

Contact Person: Andrew Harrison   Phone # 208-323-1976

First Attempt: Contact Date: 9/16/24 Contact Time: Response? Yes [X] No [ ]

Second Attempt: Contact Date: Contact Time: Response? Yes [ ] No [ ]

Bid Attached? Yes [X] No [ ] Verbal Quote? [ ] Written Quote? [X] Amount: **$104,420.00**

Notes:

Replace 51 existing cameras with new hi-resolution cameras and 1 year service contract - Cloud System, 5 year Contract is $42,737

Vendor #2 Name: Alpine Alarm

Contact Person: Jack Malec   Phone # 650-460-8437

First Attempt: Contact Date: 9/19/24 Contact Time: Response? Yes [ ] No [ ]

Second Attempt: Contact Date: Contact Time: Response? Yes [ ] No [ ]

Bid Attached? Yes [ ] No [ ] Verbal Quote? [ ] Written Quote? [ ] Amount: **$90,617.80**

Notes:

Replace 50 existing cameras $88,988 with new hi-resolution cameras and 1 year service contract - Cloud System, 5 year Contract is $40,500.00 (51 appox **$90,617.80)**

Vendor #3 Name: Avidity Solutions

Contact Person: Dustin Mason   Phone # 208-739-3884

First Attempt: Contact Date: 9/25/24 Contact Time: Response? Yes [X] No [ ]

Second Attempt: Contact Date: Contact Time: Response? Yes [ ] No [ ]

Bid Attached? Yes [X] No [ ] Verbal Quote? [ ] Written Quote? [ ] Amount: **$68,367.00**

Notes:

Replace 51 existing cameras with new hi-resolution cameras and 1 year service contract - Cloud System, 5 year Contract is $42,840

Quote #QO53210

Customer ID: 70989

Idaho Communications LLC
Day Wireless Systems
1668 E Franklin Road Suite #130
Meridian ID 83642-4884
United States

Date	04/11/2024
Terms	NET 30-GOV
Expires	01/31/2025
Representative	Andrew Harrison
Direct Phone	(208) 626-1723
E-Mail	AHarrison@daywireless.com
Shop Phone	(208) 323-1976
Customer Contact	Lt. Jason Cooper
Contact Phone	(541) 881-3217
Project Name	Ontario PD Hardware Refresh

Bill To

Lt. Jason Cooper
Ontario Police Dept
Attn: Accts Payable
444 Sw 4Th Street
Ontario OR 97914
United States

Ship To

Ontario Police Dept
Attn: Accts Payable
444 Sw 4Th Street
Ontario OR 97914
United States

Quantity	Description	Rate	Amount
11	CD62 Indoor Dome Camera, 512GB, 30 Days Max CD62-30-HW	$1,499.00	$16,489.00
39	Camera Outdoor 512GB 30 Day Max CD62-30E-HW	$1,499.00	$58,461.00
1	3160 TECHNICIAN LABOR	$16,770.00	$16,770.00
1	Misc Hardware	$600.00	$600.00
1	Manlift	$1,300.00	$1,300.00
1	Freight	$850.00	$850.00

Subtotal	$94,470.00
Total	$94,470.00
1-Year License:	$9,950.00
Combined Total:	**$104,420.00**

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

Quote #QO53225

Customer ID: 70989

Idaho Communications LLC
Day Wireless Systems
1668 E Franklin Road Suite #130
Meridian ID 83642-4884
United States

Date	04/12/2024
Terms	NET 30-GOV
Expires	01/31/2025
Representative	Andrew Harrison
Direct Phone	(208) 626-1723
E-Mail	AHarrison@daywireless.com
Shop Phone	(208) 323-1976
Customer Contact	Lt. Jason Cooper
Contact Phone	(541) 881-3217
Project Name	Ontario PD Renewal

Bill To

Lt. Jason Cooper
Ontario Police Dept
Attn: Accts Payable
444 Sw 4Th Street
Ontario OR 97914
United States

Ship To

Ontario Police Dept
Attn: Accts Payable
444 Sw 4Th Street
Ontario OR 97914
United States

Quantity	Description	Rate	Amount
50	LIC-CAM-1Y 1-Year Camera License	$199.00	$9,950.00

Subtotal	$9,950.00
Total	$9,950.00

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

By approving this quotation, the customer is agreeing to purchase the items listed in the quote. The customer will be invoiced for the items as they arrive at a DWS facility and is expected to pay according to the terms of the quote or Net30. If the customer cancels any part of the order, the equipment must be picked up from the DWS facility. Normally stocked items may be returned for a 20% restocking fee, but non-stock items are not eligible for return and must be picked up and paid for in full at the DWS facility. Shipping and handling charges, as well as any applicable sales tax, may be included on the invoices. The terms of the order are subject to credit review. This quote is subject to review by management for completeness and accuracy, and prices are firm for 30 days unless otherwise stated. If paying by card the processing fee will be charged up to 3.5% of the transaction.

*** Customers should reference the quotation number on any correspondence or purchase orders. ***
*** There may be a $25 charge for insufficient funds and a 1.5% late fee may apply. ***

ALPINE ALARM
COMMUNICATION & CONSTRUCTION

PO Box 3053, La Grande, OR 97850 * (866) 804-2698

Attn: Jason Cooper
Phone: 541-881-3217
Email: jason.cooper@ontariooregon.org
Company: City Of Ontario
Address: 444 SW 4th St, Ontario, OR 97914

Date: Sep 30, 2024
Re: Verkada Camera & License Refresh
File Number: Q-0924-1046
Property: City Of Ontario
Address: 444 SW 4th St, Ontario, OR 97914

As requested, we are pleased to offer our proposal for the above-referenced project as follows:

BID BASIS
This proposal is based on the following documentation and as indicated in the scope of work below.

1. Remove and replace all existing cameras with new models and refresh licensing. A hardware discount of $9200 has been included.

SPECIFIC INCLUSIONS

Hardware Refresh	$79,988.96
Material Description	**Qty**
Verkada CD62 Indoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	11
Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	39
Misc Materials	1
Snorkel Lift	1
Fuel Surcharge	1
Freight	1
Discount	1
Material Total	$72,441.76
Labor Total	$7,547.20
License Update 1 YR	50: $9,000.00
	51:
Material Description	**Qty**
1-Year Camera License	50
Material Total	$9,000.00
Labor Total	$0.00
License Update 5 YR	$40,500.00
Material Description	**Qty**
5 Year Camera License	50
Material Total	$40,500.00
Labor Total	$0.00

+1,448.84
> ~~79,988.96~~
81,437.80
= 9,180.00

Cameras 51: 73,890.60
51@1YR: 9,180.00
Labor: 7547.20
$90,617.80

QUALIFICATIONS

1. Our offer is firm for 30 thirty days from the date listed above.
2. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
3. Unless noted in the specific inclusions, our work will be performed during our normal working hours and workweek.

SPECIFIC EXCLUSIONS

ALL MATERIAL PRICES ARE SUBJECT TO CHANGE

Exclusions:

- Pricing excludes Performance & Payment Bond.
- Pricing excludes Sales Tax.
- Any lifts required for high work to be provided by the Electrical Contractor &/Or General Contractor.
- Secure On-site storage to be provided by Electrical or General Contractor
- Door hardware, electronic door hardware, door hardware power supplies with battery backup, MDF backboards, grounding, and bonding, etc.
- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon PDF format at no charge to Alpine Alarm.
- All related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, installation of specialty back boxes, fire putty and fire caulking etc.
- All network connectivity, routing, switching, patch cables and port configuration necessary to support any of the systems listed unless specifically addressed elsewhere in the specification documents.
- Any additional requirements from the AHJ are not included.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Installation, removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Any subscription services, cable tv service or equipment.
- Provision and configuration of client furnished devices, computers and software

This proposal is based on the following documentation and as indicated in the scope of work below.

Total Proposal as Outlined Above................... $129,488.96

Our goal is to provide quality construction and competitive pricing. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below.

Sincerely,

Robert Minarich
Director of Sales

ACCEPTANCE OF PROPOSAL

ESTIMATE

 # EST-0020401

Avidity Solutionz
219 SW 11th ST.
Ontario Oregon 97914
U.S.A
Idaho: RCE-55979
Oregon: 223791
Oregon: Indian Head Electric C1288

City Of Ontario
444 SW 4th St.
Ontario
Oregon
U.S.A

Estimate Date :	25 Sep 2024
Expiry Date :	28 Oct 2024
Reference# :	ONT-CityHall-OpenEye-51- Cloud only Camera

Subject :

ONT-CityHall-OpenEye-51-Cloud only camera

#	Description	Qty	Rate	Amount
1	Cloud Cam In/Out 8MP IP 1TB single head--------------------51 51-Series Pendant Cap mount---------------------------------46	1.00	59,799.00	59,799.00
2	Note: -This design is a cloud based system that uses "OpenEye cloud cameras". -Cloud only cameras are proprietary to the brand and limited by by models for future changes and expansions. -Customer are locked into a specific camera brand for functionality.	1.00	0.00	0.00
3	Note: -This system is a Licensed system that is monitored and maintained by Avidity. The System requires annual OpenEye license and monitoring fee of $168 per camera. $168 x 51 = $8568 (annual) -Requires an Alarm.com account to integrate alarm and access control.	1.00	0.00	0.00
4	1 CH -YROWS 24/7 + Sub w/Monitoring & maintenance-----51	51.00	168.00	8,568.00
5		1.00	0.00	0.00

#	Description	Qty	Rate	Amount
	Note: This project is for the design and setup of the camera portion of an over-all security system. -This project uses 51 new cameras. The settings for storage will be set at a frame rate of 10 with no movement and a frame rate is 15 when movement was detected. 14 hours per day for 30 days of storage			
6	Not: System Monitoring and Maintenance • System health monitoring: • Repairs, adjustments, camera warranty and replacement, camera cleaning, phone, and remote tech support. • Cameras can "also" be monitored by a nationwide monitoring company to alert authorities using specialized plans such as vandalism, trespassing, gate control, vehicle, people, objects just to name a few. Pricing for nationwide monitoring is based on customer's set plan. Estimate for nationwide monitoring can be produced upon request.	1.00	0.00	0.00
7	o OpenEye is a licensed system. As a licensed system, equipment receives all updates to ensure the latest patches and features are added. o With the monitoring and maintenance agreement, any issues will be dealt with swiftly by Avidity and backed by OpenEye. o OpenEye's equipment has a three-year warranty with one-year advanced replacement. o Labor for all repairs is at no cost to Avidity's licensed & maintenance subscriber (this is included in the estimate and sale) o Avidity's licensed & maintenance subscribers receive the following benefits: Equipment health monitoring and repair. Most repairs happen within the first 48 hours. Camera adjustments, camera warranty and replacement, yearly camera cleaning, phone, and remote tech support. Equipment that is out of warranty and unrepairable will be replaced with equal equipment at wholesale price for 10 years. o Example: equipment stops working and is out of warranty. Avidity will replace that equipment as seen below. Customer is up to date with Avidity's licensed & maintenance agreement. Equipment is not older than 10 years. Equipment cost Avidity $800 (example equipment price) Avidity installs new equipment and invoices customer $800. (example invoice) Labor for installation is free with up-to-date licensing & maintenance agreement. o If rental equipment is required for replacement installation such as lifts, those charges will be passed on to customer.	1.00	0.00	0.00
8	Note: -The system is considered enterprise level and it integrates seamlessly with access control and an alarm system on one web portal. Access to the system is account based and uses email accounts to activate, change password, give permissions, and share video clips. The system can be installed at multiple locations and still managed at a single web portal. The company is constantly updating the web portal with the latest patches and are constantly	1.00	0.00	0.00

#	Description	Qty	Rate	Amount
	looking to the future for innovation. -The system saves hard drive space by recording low resolution 24 /7 and high resolution when triggers are activated. -The system sends email alerts when trigger criteria has been met and can integrate with the sensors. -Licensing gives access to the newest features and updates and can be installed at an enterprise level -The system includes 4 gigs of cloud storage with the option to increase storage.			

Sub Total	68,367.00
Total	**$68,367.00**

Note:
Due at signing ---- 70%   -
Due when completed --- 30%
If paying with card add 3%.

Vendor #4 Name: Avidity Solutions

Contact Person: Dustin Mason | Phone # 208-739-3884

First Attempt: Contact Date: 9/25/24 | Contact Time: ______ | Response? Yes [ ] No [ ]

Second Attempt: Contact Date: ______ | Contact Time: ______ | Response? Yes [ ] No [ ]

Bid Attached? Yes [X] No [ ] | Verbal Quote? [ ] | Written Quote? [ ] | Amount: **$54,684.00**

Notes:

Replace 51 existing cameras with new hi-resolution cameras and 1 year service contract _ Cloud & NVR System, , 5 year Contract is $42,840

Vendor #5 Name: ______

Contact Person: ______ | Phone # ______

First Attempt: Contact Date: ______ | Contact Time: ______ | Response? Yes [ ] No [ ]

Second Attempt: Contact Date: ______ | Contact Time: ______ | Response? Yes [ ] No [ ]

Bid Attached? Yes [ ] No [ ] | Verbal Quote? [ ] | Written Quote? [ ] | Amount: ______

Notes:

Vendor #6 Name: ______

Contact Person: ______ | Phone # ______

First Attempt: Contact Date: ______ | Contact Time: ______ | Response? Yes [ ] No [ ]

Second Attempt: Contact Date: ______ | Contact Time: ______ | Response? Yes [ ] No [ ]

Bid Attached? Yes [ ] No [ ] | Verbal Quote? [ ] | Written Quote? [ ] | Amount: ______

Notes:

ESTIMATE

 # EST-0020400

Avidity Solutionz
219 SW 11th ST.
Ontario Oregon 97914
U.S.A
Idaho: RCE-55979
Oregon: 223791
Oregon: Indian Head Electric C1288

City Of Ontario
444 SW 4th St.
Ontario
 Oregon
U.S.A

Estimate Date : 25 Sep 2024
Expiry Date : 02 Nov 2024
Reference# : ONT-CityHall-OpenEye-51-(5) Cloud NVR

Subject :
ONT-CityHall-OpenEye-51-(5) Cloud NVR

#	Description	Qty	Rate	Amount
1	Cloud Cam In/Out 8MP IP 1TB(Justice Court)------------------2 51-Series Pendant Cap--46 Turret 8MP--49 NVR 12TB (Parks) 10 Cameras-----------------------------------1 NVR 6TB (AirPort)(Waist)(Water)(5TB Each) ---------------------3 Micro 32TB (City hall2) 32Cam (27TB) --------------------------1	1.00	45,596.00	45,596.00
2	6U Wall Mount Cabinet Enclosure 19-Inch Server-16-Inches Deep	2.00	260.00	520.00
3	Note: This design is a cloud based system that allows for a wide variety of camera models, and brands to be used as the system evolves over time. -Customer is not tied to a specific brand or model of camera.	1.00	0.00	0.00
4	Note: -This system is a Licensed system that is monitored and maintained by Avidity. The System requires annual OpenEye license and	1.00	0.00	0.00

#	Description	Qty	Rate	Amount
	monitoring fee of $168 per camera. $168 x 51 = $8568 (annual) -Requires an Alarm.com account to integrate alarm and access control.			
5	-1 CH -YROWS 24/7 + Sub -w/Monitoring & maintenance	51.00	168.00	8,568.00
6	Note: This project is for the design and setup of the camera portion of an over-all security system. -This project uses 51 new cameras. The settings for storage will be set at a frame rate of 10 with no movement and a frame rate is 15 when movement was detected. 14 hours per day for 30 days of storage	1.00	0.00	0.00
7	Not: System Monitoring and Maintenance • System health monitoring: • Repairs, adjustments, camera warranty and replacement, camera cleaning, phone, and remote tech support. • Cameras can "also" be monitored by a nationwide monitoring company to alert authorities using specialized plans such as vandalism, trespassing, gate control, vehicle, people, objects just to name a few. Pricing for nationwide monitoring is based on customer's set plan. Estimate for nationwide monitoring can be produced upon request.	1.00	0.00	0.00
8	o OpenEye is a licensed system. As a licensed system, equipment receives all updates to ensure the latest patches and features are added. o With the monitoring and maintenance agreement, any issues will be dealt with swiftly by Avidity and backed by OpenEye. o OpenEye's equipment has a three-year warranty with one-year advanced replacement. o Labor for all repairs is at no cost to Avidity's licensed & maintenance subscriber (this is included in the estimate and sale) o Avidity's licensed & maintenance subscribers receive the following benefits: Equipment health monitoring and repair. Most repairs happen within the first 48 hours. Camera adjustments, camera warranty and replacement, yearly camera cleaning, phone, and remote tech support. Equipment that is out of warranty and unrepairable will be replaced with equal equipment at wholesale price for 10 years. o Example: equipment stops working and is out of warranty. Avidity will replace that equipment as seen below. Customer is up to date with Avidity's licensed & maintenance agreement. Equipment is not older than 10 years. Equipment cost Avidity $800 (example equipment price) Avidity installs new equipment and invoices customer $800. (example invoice) Labor for installation is free with up-to-date licensing & maintenance agreement. o If rental equipment is required for replacement installation such as lifts, those charges will be passed on to customer.	1.00	0.00	0.00
9	Note: -The system is considered enterprise level and it integrates	1.00	0.00	0.00

#	Description	Qty	Rate	Amount
	seamlessly with access control and an alarm system on one web portal. Access to the system is account based and uses email accounts to activate, change password, give permissions, and share video clips. The system can be installed at multiple locations and still managed at a single web portal. The company is constantly updating the web portal with the latest patches and are constantly looking to the future for innovation. -The system saves hard drive space by recording low resolution 24 /7 and high resolution when triggers are activated. -The system sends email alerts when trigger criteria has been met and can integrate with the sensors. -Licensing gives access to the newest features and updates and can be installed at an enterprise level -The system includes 4 gigs of cloud storage with the option to increase storage.			

Sub Total	54,684.00
Total	**$54,684.00**

Due at signing 70%=37914.80,Due when completed --- 30%=16249.20

Note:
Due at signing ---- 70% -
Due when completed --- 30%
If paying with card add 3%.

AGENDA REPORT
NEW BUSINESS
October 8, 2024

TO:	Mayor and City Council
FROM:	Andy Wood, Airport Manager
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**APRON EXPANSION PROJECT - COAR GRANT**
DATE:	September 30, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE APRON EXPANSION PROJECT, TOTALING $1,000,704.00. THIS INCLUDES A MATCH INCREASE OF $2,071.00 TO A TOTAL $10,071, THE FAA COMPANION GRANTS EQUALING $900,633.00 AND ODAV COAR GRANT OF $90,000.00 AND ALLOWING THE CITY MANAGER TO SIGN ALL RELEVANT DOCUMENTATION FOR THE APRON EXPANSION PROJECT.

SUMMARY:

The Airport Committee, City Staff and City Engineers "JUB" have been working over this year to find the additional funds for the Apron Expansion Project, which costs $1,000,704.00. The original estimated budget was $750,000 (FAA 90%: $675,000, State of Oregon 9%: $67,500, City of Ontario 1%: $7,500).

BACKGROUND:

The Ontario Municipal Airport has demand for additional apron parking space for larger aircraft as growth at the airport increases. This project will consist of the expansion of approximately 6,500 square yards of the large aircraft parking apron. The apron will be designed to meet the requirements of TDG-2A. This expansion will allow for three additional parking spaces for larger aircraft.

CURRENT SITUATION:

JUB and City staff attended the bid opening in April 2024 and the bids came in higher than originally estimated. From this meeting we have worked to find further grant funds to cover the additional cost portions of the project.

The total project cost is estimated to be $1,000,704, which is proposed to be funded as follows:

FAA Grant - $900,633
COAR Grant - $90,000
City match - $10,071

Analysis:

A. **STRATEGIC PLAN** The Apron Expansion Project is compliant with the Airport Master Plan and Airport Improvements.

B. **FINANCIAL** Currently the 24-25 budget has $8,000 budget for the project match. The additional costs will require $2,071 in additional match funding. There is leftover funding in the Airport gravel project budget that can be utilized for this needed match increase.

C. **TIMING** In order to stay on schedule, the Council should approve this project with the COAR grant as soon as possible. This will allow construction to begin in mid October 2024
and complete the project in Spring 2025.

D. **POLICY/LEGAL** The City Council is required to approve contracts and grants.

Alternatives:

The City could choose not to do the project which would mean losing $990,633 in grant funding.

Recommendation:

Staff recommends the City Council approve the new matching grant funding for the apron expansion AIP 023 and BIL 024. Authorizing the City Manager to sign all documents to get the project constructed.

Attachments:

1. COAR-2024-ONO-00018

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT
Ontario Municipal Airport
Project Name: Expand Jet Apron- Construction- FAA AIP 23

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, (“ODAV”), and City of Ontario, a public entity acting by and through its elected officials, (“Recipient”), (ODAV and Recipient, collectively the “Parties”**).**

BACKGROUND

A. The State of Oregon has established the Aviation System Action Program (the “Program”) pursuant to ORS 319.023(5).

B. Among the purposes of the Program are:

i. Assisting airports in Oregon with match requirements for Federal Aviation Administration (FAA) Airport Improvement (AIP) Grants;

ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and

iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

C. Recipient applied for a grant through the Program to undertake the project described in Exhibit A, attached and incorporated by this reference (the “Project”). The Project will benefit the **Ontario Municipal Airport** (the “Airport”).

D. ODAV approved a grant in the maximum amount of **$90,000.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law (the “Effective Date”). Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after the Effective Date through the date that is two years after the Effective Date (the “Availability Termination Date”). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.

2. Agreement Documents. This Agreement consists of this document and the following documents:

a. Exhibit A **Project Description, Milestones, Schedule and Budget**

b. Exhibit B **Application and documents provided by Recipient to ODAV prior to the execution of this Agreement**

c. Exhibit C **Subcontractor Insurance Requirements**

Exhibits A, B, and C are incorporated by reference into this Agreement and are attached hereto. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. Project Cost; Grant Funds; Match; Reimbursement Rate.

a. Project Cost: The total Project cost is estimated at **$1,000,704.00** (the ñTotal Project Costò), of which **$900,633.00** is being funded by an FAA AIP grant to Recipient (the ñFAA Grant Amountò). The difference between the Total Project Cost and the FAA Grant Amount, **$100,071.00**, is the ñGap Amount.ò

b. Grant Funds; Match: ODAV shall provide grant funds to Recipient in an amount not to exceed **$90,000.00** or **8.99%** of the Total Project Cost, whichever is less (the ñGrant Fundsò). Recipient shall be responsible for providing matching funds in the amount of **$10,071.00** or **10%** of the Gap Amount, whichever is greater, for its portion of the Total Project Cost as reflected in Exhibit A, Table 2 (Funding Breakdown).

c. Reimbursement Rate: ODAV shall reimburse Recipient for **8.99%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **$90,000.00**. ODAV will withhold five percent (5%) from each disbursement as Retainage (the ñRetainageò), which is payable as provided in Section 9.c.

4. Project Implementation and Completion. Recipient shall implement and complete the project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODAV. In accordance with the provisions of Section 6, Recipient shall notify ODAV in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODAV.

5. Grant Funds

a. Use of Grant Funds; Grant Award; No Exclusive Right. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODAV approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.d.

i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.

ii. In accepting the Grant Funds, the Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

b. Eligible Project Costs. The Grant Funds may only be used for Recipient�s actual Project Costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODAV, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State of Oregon law and this Agreement. Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if ODAV (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency�s prior written consent before any claim of reimbursement is submitted.

c. Ineligible Project Costs. The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties (as described in Section 13.b. or as prohibited under Section 13.c.) or for any loans or grants to be made to third parties, except as provided in Section 5.b.

d. Request for Reimbursements. ODAV will disburse Grant Funds to the Recipient on an expense reimbursement or cost-incurred basis. To obtain reimbursement for Eligible Project Costs, Recipient shall submit to ODAV�s Program Coordinators no more frequently than monthly a Request for Reimbursement (Form 109-007), the form of which is incorporated by reference, together with (i) the Milestone Progress Report for that month as required by Section 8.a. and (ii) invoices and other supporting documentation that ODAV may request in its reasonable discretion. In no case will ODAV reimburse a Request for Reimbursement that is not accompanied with the Milestone Progress Report required by Section 8.a.

6. Project Change Procedures. Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference, to ODAV�s Program Coordinators:

a. If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009) to ODAV's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.

b. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODAV's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODAV. ODAV may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the maximum grant award stated in Section 3.

7. Inspection. ODAV may inspect the Project on a periodic basis and at Project completion. ODAV may conduct any or all of its Project inspections by an onsite walkthrough inspection or, in lieu of a walkthrough inspection, by reviewing date-stamped photographs or video or by using other means satisfactory to ODAV in its sole discretion.

8. Reporting.

a. Milestone Progress Reports. On or before the 15th of every month until the Project completion date or the Availability Termination Date, whichever is earlier, Recipient shall submit to ODAV's Program Coordinators a completed Milestone Progress Report (Form 109-008), the form of which is incorporated by reference, that reports the Project's progress for the preceding month.

b. Final Report. Within ninety (90) days from the Project completion date, Recipient shall submit a written report (the "Final Report") to ODAV's Program Coordinators that includes the following information at the minimum:

i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;

ii. The number of jobs projected in the Recipient's Project application;

iii. Data on the methodology that measures the Project's success as described in the grant application.

Recipient's obligation to provide this report survives expiration of this Agreement. Recipient shall use Final Report form, which Recipient must also sign.

9. Disbursement and Recovery of Grant.

a. Disbursement Generally. ODAV shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5, up to the maximum amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODAV within forty-five (45) days of ODAV's approval of a Request for Reimbursement from Recipient.

b. Conditions Precedent to Disbursement. ODAV's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. ODAV has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.

iii. Recipient has provided to ODAV a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.

iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODAV in order to input Recipient into ODAV's financial system for the disbursement of Grant Funds.

c. Retainage. ODAV will withhold five percent (5%) from each disbursement for the duration of the Project schedule (the "Retainage"). ODAV will release the cumulative Retainage to Recipient only after ODAV certifies the Project as complete.

d. General Right to withhold Payments. ODAV reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODAV reserves the right to reallocate any portion of the Grant Funds that ODAV estimates the Recipient will use.

e. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement (ñMisexpended Fundsò) or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODAV. Recipient shall return all Misexpended Funds to ODAV promptly after ODAVös written demand and no later than fifteen (15) days after ODAVös written demand. Recipient shall return all unexpended Grant Funds to ODAV within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

10. General Representations and Warranties of Recipient. Recipient represents and warrants to ODAV as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipientös Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditorsö rights generally.

c. No Solicitation. Recipientös officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODAV immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersignedӳ knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.

a. Recipient warrants that it shall maintain and operate the Airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the Effective Date. If this condition is not met, Recipient shall immediately reimburse to ODAV all Grant Funds in an amount equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the Airport remained open after the Effective Date. By way of example only, if $100,000 in Grant Funds are distributed and Recipient closes the Airport after only seven years of the required 20-year operating period, then Recipient must reimburse ODAV $65,000 of Grant Funds ($100,000/20 years = $5,000; $5,000 x 13 years = $65,000).

b. Recipient also warrants and agrees that all income derived from the Airport shall be deposited into a segregated account for a period of at least 20 years from the Effective Date, and these funds shall be used only for the operation, maintenance or capital improvement of the Airport.

12. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODAV, the Secretary of State of the State of Oregon (the ñSecretaryò) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODAV, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODAV, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODAV under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODAV to verify how the Grant moneys were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

13. Recipient Subagreements and Procurements.

a. Subagreements generally. Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, ñsubagreementsò) for performance of the Project.

i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

ii. Recipient shall require all of its contractors performing work under this Agreement to name ODAV as a third party beneficiary of Recipientôs subagreement with the Contractor and to name ODAV as an additional obligee on contractorsô bonds.

iii. Upon ODAVôs request, Recipient shall provide ODAV with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODAV any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

b. Conflicts of Interest; Private Recipients. If Recipient is not a public body, as defined in ORS 174.109, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

i. An employee, officer, or agent of the Recipient (ñRecipient Personò);

ii. A Recipient Personôs spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;

iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;

iv. Any individual for whom a Recipient Person has a legal support obligation; or

v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

c. Conflicts of Interest; Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

d. Subagreement indemnity; insurance.

i. **Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and it members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODAV shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODAV, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.**

ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.

iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

e. Procurements for Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

ii. all procurement transactions are conducted in a manner providing full and open competition; and

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

f. Procurements for Private Recipients. If Recipient is not a public body, as defined in ORS 174.109:

i. For procurements over $25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODAV's request, documentation of the bidding and selection process for all procurements over $25,000, including Recipient's efforts to obtain the quotes or bids.

ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the $25,000 threshold designated by this section.

14. Termination and ODAV Rights Upon Termination.

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties.

b. Termination by ODAV. ODAV may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODAV, under any of the following circumstances:

i. If Recipient fails to pay its share of the Project costs;

ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;

iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODAV delivers Recipient written notice specifying such failure. The ODAV may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;

v. If ODAV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODAV is prohibited from paying for such Project work from the planned funding source; or

vii. If, in the sole opinion of ODAV, the Project would not produce results that are commensurate with the further expenditure of funds.

c. ODAV's Rights upon Termination. Upon termination under Section 14(a) or Section 14(b) above, ODAV may:

i. Terminate ODAV's commitment and obligation to make any further disbursements of Grant Funds;

ii. Require Recipient to immediately repay ODAV all disbursed Grant Funds; and

iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODAV for future assistance.

ODAV's remedies are cumulative and are in addition to any other rights or remedies available at law or in equity.

15. GENERAL PROVISIONS:

a. Contribution.

i. 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 (ñThird Party Claimò) against ODAV or Recipient with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Partyôs liability with respect to the Third Party Claim.

ii. With respect to a Third Party Claim for which ODAV is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODAV shall contribute to the amount of expenses (including attorneysô fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODAV on the one hand and of the Recipient 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 ODAV on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Partiesô relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODAVôs contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODAV had sole liability in the proceeding.

iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODAV (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneysô fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODAV in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODAV 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 Recipient on the one hand and of ODAV on the other hand shall be determined by reference to, among other things, the Partiesô relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipientôs contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Indemnification and Hold Harmless. Recipient shall, to the full extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify and hold ODAV harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODAV may incur from Recipientôs performance of this Agreement.

c. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. No Third Party Beneficiaries. ODAV and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODAV Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODAV, such facsimile transmission must be confirmed by telephone notice to ODAV Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODAV (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, 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. Each party hereby consents to the exclusive jurisdiction of Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Costs and Expenses Related to Employment of Individuals; Insurance; Workersô Compensation. Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required WorkersôCompensation coverage, unless such employers are exempt under ORS 656.126. Employerõs liability insurance with coverage limits of not less than $500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODAV. Recipient has no right or authority to incur or create any obligation for or legally bind ODAV in any way. ODAV cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an ñofficerò, ñemployeeò, or ñagentò of ODAV, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

m. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

n. Integration and 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 either party unless in writing and signed by both Parties and all necessary 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 ODAV to enforce any provision of this Agreement shall not constitute a waiver by ODAV of that or any other provision.

o. Questions; Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation
Attn: Program Coordinators: Andria Abrahamson, Ermie Buncal, or each of their successors
3040 25th Street SE
Salem, OR 97302

Andria Abrahamson, Program Coordinator
andria.abrahamson@odav.oregon.gov
503-302-3654

Ermie Buncal, Program Coordinator
ermie.m.buncal@odav.oregon.gov
503-302-9262

In the absence of any of the above-named individuals during the term of this Agreement, ODAV shall notify the Recipient in writing of a substitute contact.

SIGNATURE PAGE TO FOLLOW

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Director of the Department of Aviation or his designee is authorized to act on behalf of State in approving and executing this Agreement.

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

City of Ontario by and through its elected officials

By ______________________________
(Legally designated representative)

Name ______________________________
(printed)

Date ______________________________

STATE OF OREGON, by and through its Oregon Department of Aviation

By ______________________________
Director

Name ______________________________
(printed)

Date ______________________________

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

By ______________________________
(Legally designated representative)

Date ______________________________

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over $250000)

By ______________________________
Director

Date ______________________________

Recipienct Contact:

Andy Wood, Airport Manager
444 SW 4th Street
Ontario, Oregon, 97914
(541) 709-7651
andy.wood@ontariooregon.org

ODAV Contacts:

Andria Abrahamson, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-378-4881
Andria.Abrahamson@ODAV.Oregon.Gov

Ermie Buncal, Program Coordinator 3040
25th Street SE
Salem, OR 97302
503-302-9262
Ermie.M.Buncal@ODAV.Oregon.Gov

EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number: COAR-2024-ONO-00018
Project Name: Expand Jet Apron- Construction- FAA AIP 23

A. PROJECT DESCRIPTION

Complete the bidding and construction for the Expansion of the Existing Jet Parking Apron. The expansion would expand the existing apron by 60,000 square feet and allow for two additional jet parking spots. The project will be completed under the FAA Airport Improvement Program (AIP). The project was designed in 2023 under a separate project.

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on the Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates that Project milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODAV Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change order must be submitted before the Milestone completion date shown in Table 1 below.

The anticipated start date of the Project is: 04/01/24
The anticipated completion date of the Project is: **08/31/25**

Table 1: Milestones

Milestone	Description	Estimated Start Date	**Estimated Completion Date**
1.	25% Completion	04/01/24	04/30/24
2.	50% Completion	05/01/24	06/30/24
3.	75% Completion	08/01/24	10/31/24
4.	100% Completion	11/01/24	08/31/25

Table 2: Funding Breakdown

1	**COAR Grant Award Amount**	$90,000.00
2	**Recipient Match**	$10,071.00
3	**FAA Grant Award Amount**	$900,633.00
4	**TOTAL PROJECT COST**	**$1,000,000.00**

EXHIBIT C
Subcontractor Insurance Requirements

GENERAL

Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Recipient. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a ñfirst tierò contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

1 **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workersô compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than $500,000 must be included.

2 **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODAV. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODAV:

Bodily Injury, Death and Property Damage:
Not less than $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than $4,000,000.

3 **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for ñCommercial General Liabilityò and ñAutomobile Liabilityò). Automobile Liability Insurance must be in not less than the following amounts as determined by ODAV:

Bodily Injury, Death and Property Damage:
Not less than $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

4 **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, ODAV, its officers, employees and agents as Additional Insureds, but only with respect to the contractorôs activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

5 **ñTAILò COVERAGE.** If any of the required insurance policies is on a ñclaims madeò basis, such as professional liability insurance, the contractor shall maintain either ñtailò coverage or continuous ñclaims madeò liability coverage, provided the effective date of the continuous ñclaims madeò coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractorôs completion and Sponsorôs acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain ñtailò coverage and if the maximum time period ñtailò coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODAV may grant approval of the maximum ñtail ñcoverage period reasonably available in the marketplace. If ODAV approval is granted, the contractor shall maintain ñtailò coverage for the maximum time period that ñtailò coverage is reasonably available in the marketplace.

6 **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) daysô written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.

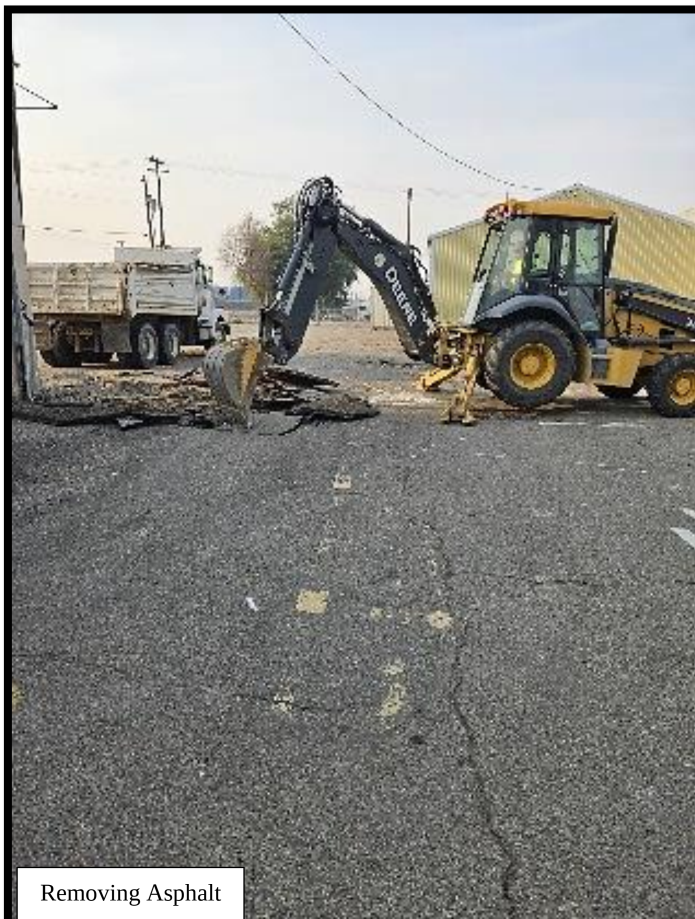
7 **CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees) and ii) for insurance on a ñclaims madeò basis, the extended reporting period applicable to ñtailò or continuous ñclaims madeò coverage. Required insurance coverages shall be obtained from insurance companies acceptable to ODAV and the contractor shall pay for all deductibles, self-insured retention or self-insurance.

8 **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODAV under this Agreement and to provide updated requirements as mutually agreed upon by ODAV and Recipient.

9 **ODAV ACCEPTANCE.** All insurance providers are subject to ODAV acceptance. If requested by ODAV, Recipient shall provide complete copies of its Contractorsô insurance policies, endorsements, self-insurance documents and related insurance documents to ODAVôs representatives responsible for verification of the insurance coverages required under this Exhibit C.

The Recipient shall immediately notify ODAV of any change in insurance coverage.

Jacobs
Public Works Department
Monthly Report
September 2024


Removing Asphalt

September 2024 Prepared by Jacobs for: CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

Monthly Business Review

Public Works Department

Contents:

DEVELOPMENT REVIEW

ACTIVITIES SEPTEMBER 2024

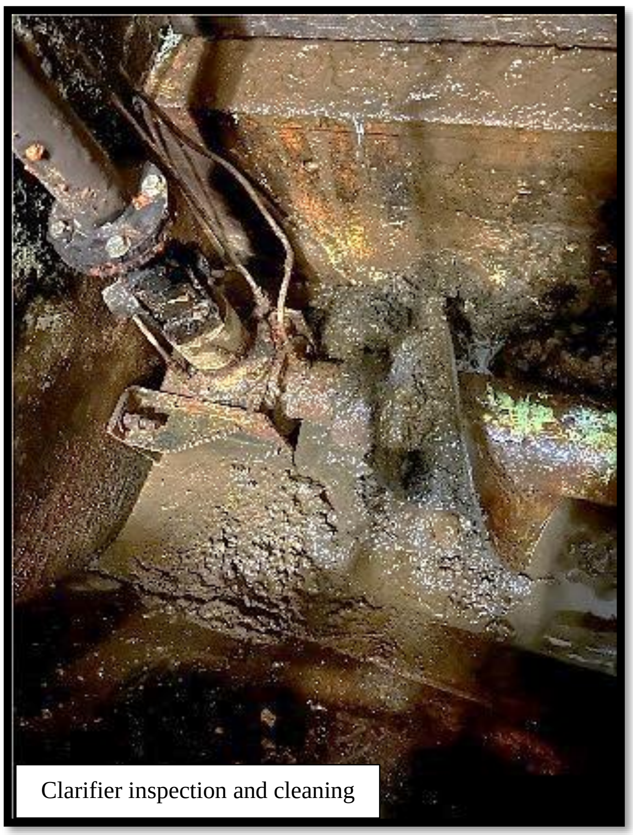
- Issued 7 ROW Permits
- Issued 1 New Address to Commercial lot.
- Attended 3 PDAC meeting to discuss new businesses.
- Attended 1 PDAC meetings to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Multiple plan reviews for new construction.
- Multiple construction inspections.
- Sidewalk Incentive Grant applicant- 1 application has been approved.
- SE 5th Ave Sidewalk Project- Overpass work is scheduled to start the week of Sept 23rd and continue thru Nov 30th or until completed. Asphalt patch back will also take place the week of Sept 23rd.
- Beck Kiwanis Park Trail is out to bid.
- City Hall Elevator Modernization is still in the engineering process.
- Water Treatment Plant Expansion Project has been tested and is currently online. There are minor adjustments being made along with punch list items continue.
- East Lane Pavement Rehabilitation Project is at 90% design and bid documents are being drafted with plans to go out to bid in February.

Beck Park Trail

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES SEPTEMBER 2024

- 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.
- Lead and Copper samples taken.are analyzed every 3 years.
- 3 new meters installed.
- 46 meters changed out.
- 4 leak checks.
- 12 water meters turned on customer request.
- 14 meters checked for high consumption.
- 12 meters off customer request.
- 27 meters read verified.
- 29 meters off for non-payment.
- 25 meters on for payment.



Clarifier inspection and cleaning

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

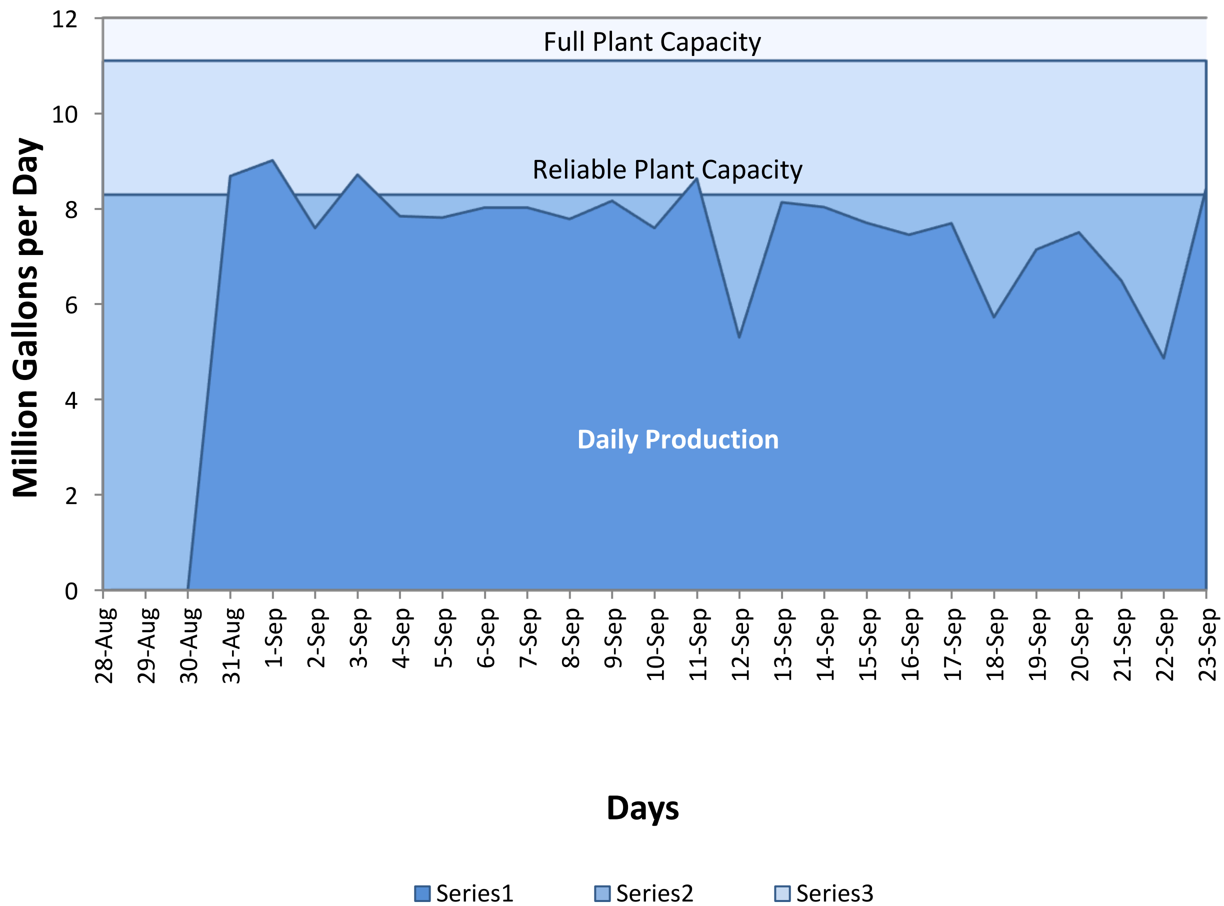
ACTIVITIES SEPTEMBER 2024

WesTech filter #3 waste gate repair.

Navigated unprecedented algae event with no treatment interruptions.

WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

Demand vs. Availabilty
August 28- Sept 24, 2024



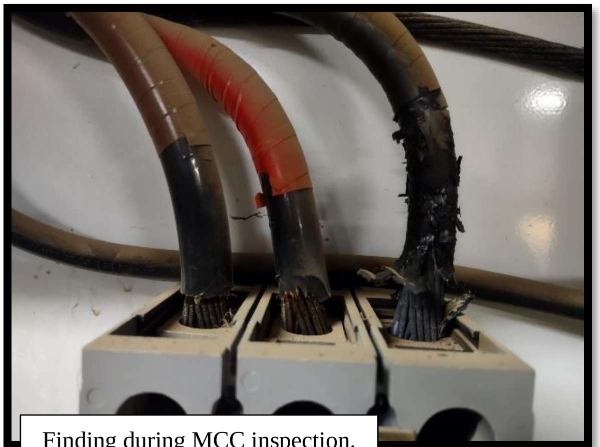
WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES SEPTEMEBR 2024

- All sampling per the 2019 NPDES permit has been completed.
- All OSU samples completed for the month.
- All piezometer readings taken for the month.
- We currently have 37 days of storage in the WWTP Lagoons.
- Skyline Reservoir is currently at 13.7 ft of storage.
- As of September 25th, plant effluent is flowing to skyline reservoir. Skyline reservoir is currently at 13.7 ft. The contract farmer is watering his fields.
- All aerator preventive maintenance was performed this month.
- Annual MCC inspections completed.
- Internal lab compliance audit completed.
- On September 9th, 2024, our skyline effluent pump tripped. We found the motor had seized up. The backup motor was installed, and the faulty motor was sent in for troubleshooting.

WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

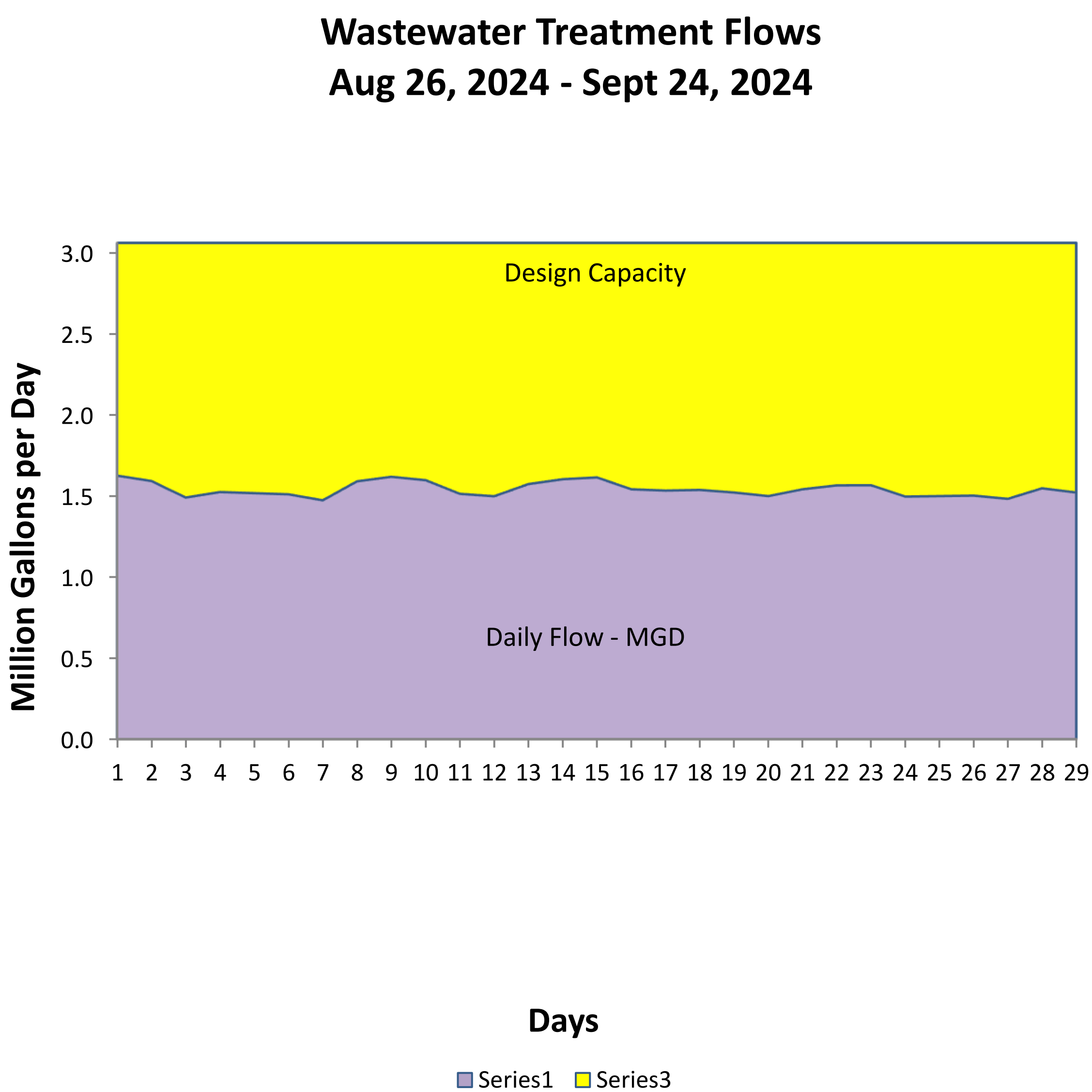
ACTIVITIES SEPTEMBER 2024


Finding during MCC inspection.

Lab Review


Skyline Pump

WASTEWATER TREATMENT PLANT



OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPTEMBER 2024

- Installed new transducer at Murakami lift station.
- Two rounds of underpass and downtown sweeping.
- Started Thermoplastic (hot tape) cross walks.
- Started painting cross walks around town.
- Repaired water line at Wastewater facility.
- Pulled West Idaho lift station pump due to being clogged.
- Performed routine maintenance on equipment.
- Abandoned water service on SE 5TH AVE.
- Picked up homeless camp at unsheltered area.
- Installed pump for underpass.
- Fixed roof on shop at Public Works.
- Ground down bump at under pass.
- Paint graffiti on both under pass tunnels.
- Repaired water service on 60 NW 6TH ST.
- Fire hydrant repair on SE 2ND ST.
- Pothole repair around town.
- Set up event at Lions Park.
- Set up event downtown.
- Ground down lip on sidewalk at Eastside Park.
- Continue fire hydrant numbers.
- Hauled bleachers to airport for event.
- Finished hot tape.
- Started painting yellow curb in school zones.
- Pulled West Idaho pump for repair.
- Water service repair at 1085 SW 9TH AVE.
- Cleaned sewer lines (our problem sewers).
- Repaired sewer lid on SE 2ND ST.
- 50 water bottles for samples delivered to residents.
- Repaired water service at 92 NW 6TH ST.
- Asphalt removed at old shop parking lot.
- 192 water meters painted for lead and copper survey.
- 4 holes dug to verify line at airport.
- 51 utility locates completed.

Water Service Repair

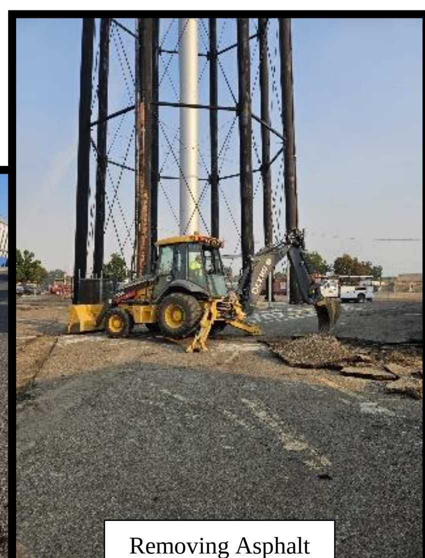
Hot Tape

OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPTEMBER 2024

Cross Walk Painting.

Underpass Pump



Removing Asphalt

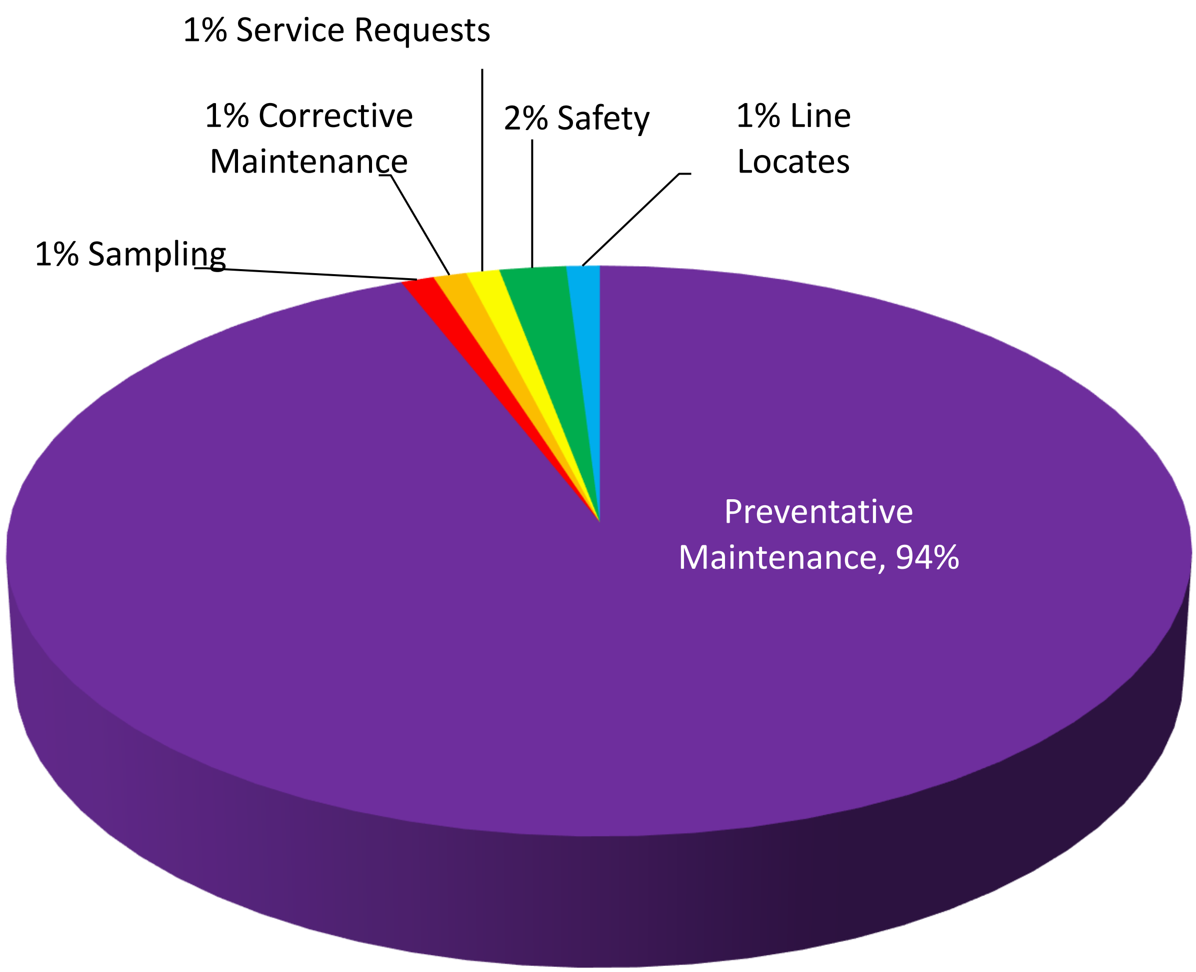
Sewer lid broken.

FACILITIES, CEMETERIES, AND PARKS SUMMARY

ACTIVITIES SEPTEMBER 2024

- Installed 2 locks on doors at OPD.
- Repaired an overhead door at the airport shop.
- Edge Performance won the bid for the new side by side.
- Caps of Ontario got the bid for the new mowers for the parks.
- 7 burials at Evergreen Cemetery, and 0 at Sunset Cemetery.
- Continuing routine work in the Parks and Cemeteries that is mowing, Trimming, edging, dumping the trash cans and picking up the ground trash, watering the flowers downtown.

OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



APPENDIX

PUBLIC WORKS DEPARTMENT

The City of Ontario Public Works Department consists of five Divisions that include Administration, Engineering, Water Treatment and Distribution, Wastewater Treatment and Operations (Streets, Stormwater, Buildings, Parks and Cemeteries). The Department has 30 FTEs (full-time equivalent) employees. This service is provided via a Public-Private Partnership with Jacobs Engineering Group, INC.

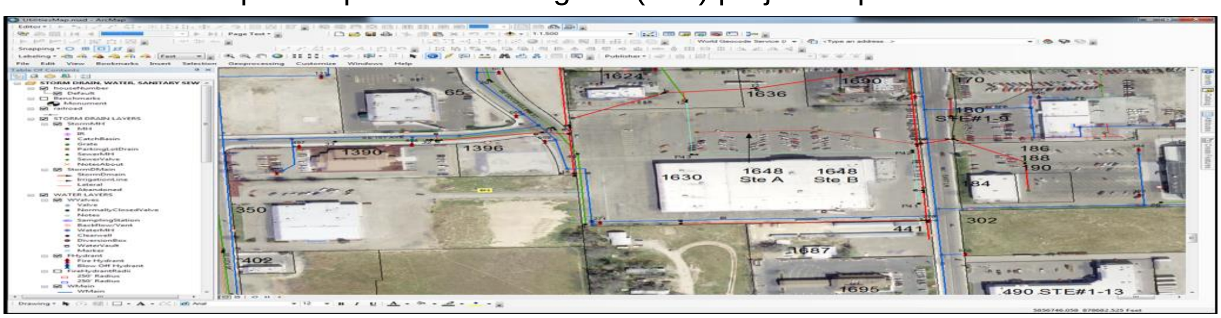
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the City's transportation system (i.e.: streets, sidewalks, bicycle paths, storm-sewer systems, and other infrastructure within the city).

ADMINISTRATION

The Administration Division is responsible for the delivery of all of the contractual obligations and oversees the financial, human resource and all resource management processes. The Administrative Staff evaluate the needs for contracted services, implementing necessary service agreements, developing energy management strategies, and formulating short- and long-term programs and plans in conjunction with City Administration (City Management and City Council).

ENGINEERING

The Engineering Division Department works with other utilities, developers, and property owners in addressing utility issues, public improvements, subdivision development, local improvement districts and other municipal projects. The Department also maintains a set of Standard Specifications for providing uniform procedures for the installation. 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, and provide project management for Public Works Capital Improvement Program (CIP) project 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.

OPERATIONS MAINTENANCE

Public Works maintains more than 122 lane miles of improved streets and more than 9 miles of alleys and is responsible for resurfacing, repairing, and maintaining the streets, installing, and maintaining street signs and markings, tree trimming, and repairing all established pavement markings. This 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. Public Works assist Ontario Chamber of Commerce by placing Holiday decorations on streetlights during the season.

Ontario Public Works maintains more than 122 Lane Miles of Improved Streets 9 Miles of Alleys Chip seals last a minimum of 8 years, and Public Works chip seals 7 miles per year 56 miles of storm drain collection lines, and 1,450 catch basins

As part of the annual Street 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. Chip seal roadway treatments help to maintain the existing pavement, delaying further aging resulting from water and sun, and provides a moisture barrier to existing pavements by sealing surficial cracks. A chip seal application provides substantial savings to taxpayers and can last 8 to 10 years with just minimal roadway maintenance required. The city chip seals approximately 10 miles of streets per year.

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. There are two municipally owned and operated Cemeteries – Evergreen and Sunset Cemeteries. The Operations Division is responsible for the operation and maintenance of those areas. Included in their responsibilities are all municipal buildings. This includes general maintenance and repair work, the implementation of preventative maintenance programs, and the administering of service contracts (janitorial, HVAC, electrical, elevator, etc.). This division is also charged with the oversight of facility-related projects, including remodels and systems upgrades.

WATER TREATMENT PLANT

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 (OHA).

The Water Treatment Plant has a reliable capacity of 8.3 MGD and a maximum capacity of 11 MGD.

Approximately 80 percent of water comes from the Snake River, the other 20 percent from wells.

Maintains 80 miles of water mains.

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

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 Million Gallons Per Day (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 MGD of that water.

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. One hundred percent (100%) 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.

Water Distribution System 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.

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.

PUBLIC WORKS MAINTAINS 78 MILES OF SANITARY SEWER LINES THROUGHOUT CITY LIMITS

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. 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.

ONTARIO FIRE RESCUE DEPARTMENT

September 2024 Monthly Report

September 2024

Response Stats

September 2024 Calls for Service	City	Rural	Total	
Medical Emergencies	125	15	140	
Tiered Medical Calls (Non-Emergency)	16	2	18	*11%*
Fire Related Calls	23	18	41	*21%*
Hazmat	0	0	0	
Generals	3	5	8	
Mutual Aid Given	1	1	2	
Overdoses	4	0	4	
Total	164	35	199	
	82%	*18%*		

Fire Prevention:

- Inspections
- Oregon Fire Defense Board
- Monthly dispensary inspections
- PDAC meetings
- Plan reviews
- Inspections with the State Fire Marshal's Office

Burn Permits Issued:

City Open Burns – 4
City Burn Barrels - 0

Rural Open Burns – 54
Rural Burn Barrels - 30

Department Updates

Tender 158 - 158 is in service and engineers have been working on getting signed off to operate it. It has already responded to 2 fires.

Community Risk Assessment / Standards of Cover Study – ESCI is currently working with the data supplied by our department. A much-anticipated progress meeting is scheduled for October 8th.

Firefighter Training

- Rescue Raft
- Pediatric equipment
- Engineering review
- Simplot Hazard Tour
- Hazmat
- Engine company search
- Progressive hose lays
- EMS medical assessments

Community Involvement

Mike Warren's Funeral

Firefighters took Tower 199 to fly the American flag at Mike Warren's funeral. Mike was a volunteer firefighter with us several years ago. The family was extremely grateful to have such an important part of his life represented at his service.

Patriot's Day

Several firefighters and apparatus attended the Patriot's Day remembrance service at the Four Rivers Cultural Center.

Tater tot festival

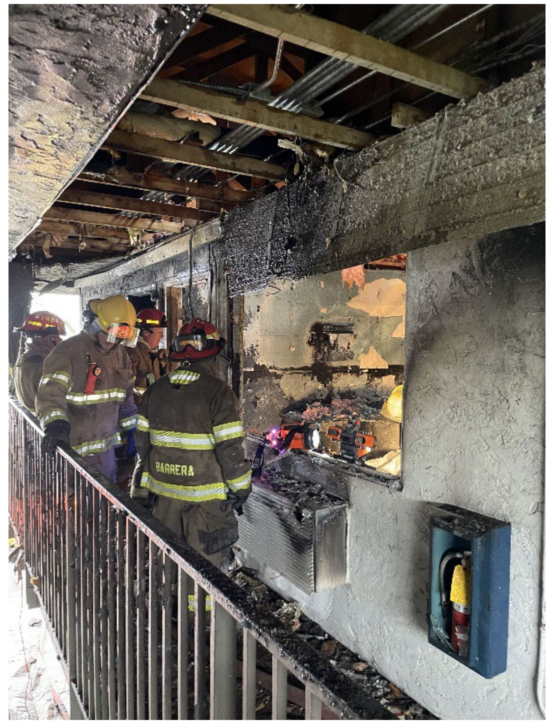
Duty crews made appearances at the Tater Tot festival enjoying the event and visiting with festival goers.

Significant Incidents

NW 1st St/NW 5th Ave

A vehicle left the roadway and crashed into a residence. The occupant of the residence was transported to the hospital. R1 assisted with getting the patient out from under the vehicle and monitoring the scene for risk of fire and structural collapse following the crash.

Motel 6
R1 was dispatched to reports of a fire at Motel 6. A general page was requested. Additionally, mutual aid was requested from Fruitland. Responders quickly got a stop on the fire, containing it to the area of origin. One subject was life flighted from the scene for treatment following some serious burns. The fire is still under investigation.



Unhoused Camp Fire
R1 responded to reports of a fire in the unhoused camp off of SE 13th Ave. A general page was sent, and mutual aid was requested. In total, 7 apparatus from 3 departments worked together to extinguish the fire. The cause of the fire is unknown.

Big Willow Fire
OFD sent a crew of 5 on a mutual aid fire in Payette. The crew spent several hours on scene helping to battle the blaze. At the same time as this request, another mutual aid request was sent for a fire in Midvale. Due to weather conditions and potential for new starts in our district from lightening, resources were unable to be sent.

I-84 MP 366
Just after midnight, R1 was dispatched to a semi rollover that required extrication. The crew spent a substantial amount of time extricating the patient that was pinned in the semi. The patient was transported to the hospital once he was freed from the vehicle.

Police Stat Report

SEPTEMBER & QTR 3 2024

Activity	2024 July	2024 August	2024 September	YTD 2024	Qrt3	PRIOR YTD 2023
Calls for Service	1061	1152	1146	9949	3359	11778
Total Incidents	1009	1073	1091	8235	3173	7213
Murder	0	0	0	0	0	0
Robbery	1	2	2	14	5	7
Sex Crimes	3	6	6	39	15	89
Burglary	14	9	6	82	29	64
Assault	28	22	17	165	67	103
Arson	0	2	2	4	4	1
UUMV / Auto Theft	8	2	5	53	15	66
Arrests	61	53	62	470	176	796
Arrests w/Use of Force	4	0	3	23	7	25
Gang Related Cases	1	0	1	6	2	27
Graffiti	0	1	2	5	3	33
Death Investigations	1	2	5	13	8	19
SRO Cases	0	0	0	53	0	82
Thefts	59	55	67	515	181	537
Traffic Stops	161	301	256	1891	718	1185
Cited Traffic/Parking	42	52	48	626	142	895
Traffic Crashes	49	33	43	373	125	382
Alarms	26	22	25	232	73	274

CODE ENFORCEMENT

SEPTEMBER: 2024 STATS

Violation	Sep-24
Dogs Running at Large	17
Dog a Public Nuisance	3
No Dog License	3
Dog Waste Matter	2
Animal Abandoment	
Cruelty to Animals	
Vicious Dog	
Prohibited Extended Parking	53
Prohibited Parking & Stopping	23
Location Outside Camp	20
Graffiti / Vandalism	2
Littering	1
Trespass Warning	28
Found Property	2
Nuisance Property	45
Misc (Field Contacts)	**5**
September Summary	**204**