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, FEBRUARY 10, 2026, 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 _____ Michael Braden _____ Ken Hart ____ Adrianna Contreras _____ John Kirby _____
Council President Penny Bakefelt _____ Mayor Deborah Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on February 6, 2026. 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) Approval of Council Meeting Minutes: January 13, 2026

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) Resolution #2026-104: Funding for Lexipol Program

B) Resolution #2026-105: Funds to Award a $10,000 Grant to the Basque Club for Exterior Paint at the Ontario Depot Station in Memory of Gene Bates

C) Ordinance #2843-2026: Billing for Vehicle Accidents within City Limits

7) NEW BUSINESS

A) Liquor License: Select Players Bar, LLC

B) Ordinance #2844-2026: Amending OMC Title 2, Chapter 5, Section 1, Parks Committee

C) Resolution #2026-103: Approving the Collective Bargaining Agreement (CBA) between Ontario Police Sergeants' Association and the City of Ontario

D) JUB Contract to Design and Construct the Heliparking Pad - AIP25

E) Task Order (TO) Award: Anderson Perry (AP) - Water Management and Conservation Plan (WMCP)

F) Appointments to Committee: Parks Committee

G) Purchase of Electronic Speed Sign

8) DEPARTMENT HEAD UPDATES

A) Finance: Monthly Report

B) Fire: Quarterly Report

9) DISCUSSION ITEMS

A) NPDES Permit w/DEQ

10) HAND-OUTS

A) Minutes: Airport 01-05-2026; County Court 01-21-2026

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) ADJOURN

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

CITY COUNCIL MEETING MINUTES
January 13, 2026

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, January 13, 2026, in the Council Chambers of City Hall. Council members present were Deborah Folden, Susann Mills, Michael Braden, John Kirby, and Penny Bakefelt. Adrianna Contreras was excused. Ken Hart arrived at 6:11.

Staff present were Tori Barnett, Corinna Hysell, Kari Ott, Jason Cooper, Tatiana Burgess, Casey Mordhorst, and Marshall Pierce.

AGENDA

This Agenda was posted Friday, January 9, 2026. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

KIRBY moved, MILLS seconded, **TO ADOPT THE AGENDA AS PRESENTED.** Roll call vote: Mills-yes; Braden-yes; Hart-out; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 5/0/2.

CONSENT AGENDA

MILLS moved, BAKEFELT seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF THE COUNCIL MEETING MINUTES OF DECEMBER 9, 2025.** Roll call vote: Mills-yes; Braden-yes; Hart-out; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 5/0/2.

PRESENTATION

Aquatic Center Update

Andrew Maeda, Recreation District Director, presented.

Thank you, Mayor, thank you Council members. If you don't know me, I'm Andrew Maeda. I am the Director of the Ontario Rec District. I wanted to come by just to give you guys an update from our previous update that we gave regarding all the conditions that the city's set with regarding the donation of $250,000 towards the Ontario Aquatic Center renovation project. Prior to this, our previous goal and what had occurred was that we had met our goal of $3.5M, and immediately went out to bid and moved forward with the project as fast as we could. Following that bidding cycle, we got our guaranteed maximum price back which exceeded our fundraising goal by half a million dollars. Following value engineering and some ideas to try to readjust the project or change the scope of the project to bring that price tag down, we couldn't quite find an avenue to reduce the cost of the project instead it just shifted funding to different portions of the project. So, our Board pulled back, and we decided to readjust and focus on pursuing additional funds at the state level, at a financing level, and through just some additional avenues. So, over the last year, we aggressively went after some funding through several different entities, which allowed us to reach our new goal at that time, which is $5.5M. That is because the project came back at $4M in 2024, April of 2024, and if you know these project, then you know if you planned for a year later, then you need to build on some contingencies. In the $3.5M, we had built on a substantial contingency with that because that $3.5M goal was based off of a $2.8M project price. So, this now $4M goal of the project pushed us to plan for about $5.5M just to safe and make sure we didn't have any concerns in the future.

We were successful in securing our Eastern Oregon Border Board Grant for $1M, or just under $1M, the Oregon Parks and Recreation Department Large Government Grant Program award for $1M, and we secured a unique financing option through Business Oregon's Special Public Works Fund. It took several meetings to get that done, and is most likely, not necessarily exclusive to what we're doing; however, we were able to convince them that our project was worthy of that. It was a phenomenal financing option at 4.2%, which almost matches our state account returns in our, or our own funding where we keep the majority of funds, as well. So, it was great there.

It's a 20-year financing option at 4.2% on that million-dollar loan. That is again a safety net, so if you look at the bottom of the fundraising outline that I presented on there, and all of these are essentially an update to what we provided the last time, just, again, updated to what we're at right now. That pushed us to $6.4M, just over $6.4M dollars. Again, $1M dollars of that is a safety net for the project, to make sure that we have substantial contingency built in in case things come up once we actually get into pulling cement off the ground and figuring out what's underneath it.

So, we will outline tonight, I've laid out in that fundraising outline what our goals were in this new option of 2026, and ones that we met, and ones that were filled by the Rec District, the City of Ontario, local donors, the Border Board, the Parks and Rec Department for the State of Oregon for that Business Oregon financing option.

Moving on to our business plan, similar to last time, we have just updated this significantly. We decided to sit down and really evaluate what some of the other aquatic facilities, seasonal aquatic facilities were doing, such as Pendleton, Oregon, which allowed us to really kind of create this 16-page aggressive business plan for this facility, really capturing the three and a half months that we are going to be aggressive with this facility and how we're going to catch that through unique items like concession stands and things like that for the facility. That business plan, essentially, is a little bit more clear than the operations policy manual you'll see that we have include in there. That business plan will really outline more of our operations than the operations policy manual. But that business plan, I encourage you to go through that, top to bottom. I'm not going to take you through it right now, but, again, it is essentially top to bottom how this facility will operate, what the finances look like year to year, and how we've built in a really, really significant budget for this facility to make sure that we are planning for long-term operations of this facility, and making sure we don't run into that chance of it possibly closing it down again. You will see that in our revenue projections and expense projections that we built out on that business plan, showing total revenues at roughly $643k for the year. That obviously includes our TOT tax, our Recreation District budget, and the revenues we plan to obtain from the facility. And then our expenses, gross expenses, especially being at $455k there; however, that is with $175k built into capital outlay and contingency for that.

So, again, we went through this top to bottom and made sure that we built this out pretty extensively to show you what that looks like year to year and making sure that we can really project what that looks like down to the details of our daily rates, up to our annual operations and budget there. The previous page of that will also just outline the financing for the fundraising outline I already gave you.

Following that, I included a financial summary. This financial summary essentially will show you the guaranteed maximum price that we received from our construction management team for the project. That sits at $5,053,047.00 for the project itself. That builds in over at the profits your contingency, your P&P bond costs, and any of our allowances we built into that project, on top of the actual price of the work that I've shown you, broken out across each different division. Those divisions are broken into different scopes of work, such as your surveying, final cleaning, your demo…for this project specifically, you're going to see the majority of that cost really being built into that, and that's where I showed you those percentages on the right side there, so you can kind of capture what was our issue the last time. Within the demo, the concrete and the pool, which you'll see under specialty construction, that's the pool construction, those account for the majority of the project, and those are the areas we really tried to adjust whether that was with Value Engineering the last time or trying to find different alternatives for that. But those encompass the majority of the project. To the right of that, you'll see our financial summary. So, I've taken that fundraising and built that out for you to show you one, where that funding avenue is, what's that from. Are those currently available, or are there projected starts for those funds to be available, and then the amount of those funds as well consolidated so you can see not only the total amount that we've put together for the project compared to the guaranteed maximum price, and then the net of that, to show you our, again, our substantial cushion for this project as well, sitting at just $1.4M there. We've also outlined on that, those funds, and the majority of it being specific to the Ontario Aquatic Center and related projects, outside of our ORD general funds. And then on the bottom, again, such programs that you'll see.

I've also included all the renderings for you to look on there. I didn't bring those tonight, but they are beautiful renderings of our facility. They'll show you all different angles of that facility. That plan has remained the same since we had those renderings done.

Additionally, I've included the construction timeline. I wish I had a little bit more detail, but we will have that available for you. We'll include it in that same link that you use to access these documents. That construction timeline is still not 100% walked out right now. We are having all of our final scope walk through this Thursday with the demo team, the pool consultants, our electrical and our plumbing, and then planning for the safe offs *early next week, the middle of next week, as well. Our permit with the city has been pulled, last week, yes?, and we are rolling right now. Construction fencing is up. Our construction trailer is on site, and they are beginning to put up all of their PPE warnings and starting to lock up the facility entirely, essentially closing all of our facilities down for the time being. And, again, aside from the electrical and plumbing, which is obviously with the county, the remainder of that is going to be already moving forward as fast as possible and demo is our main concern right now. The construction timeline, and the reason, I'm guessing, our construction management team is not giving me a concrete, they've given us a timeline of the 220 days at the beginning of our contract set, is most likely because of the winter. You know, they are really wanting to plan and try to give us a little bit of flexibility throughout the wintertime. As we tear up the concrete for that facility and reset that, we are digging down those footings and if there's any water in there, moister that freezes, that just presents a long-term problem for that in the future. So, they are trying to, essentially, take off a portion of the side of the building, get into it, work within underneath the existing roof and the building, get as much done within there, such as an interior wall inside of there being converted to an exterior wall, taking down, redoing the footing, and converting all the windows on that exterior, taking the existing locker room and making that a breezeway, which some additional glasses going in the middle of that, and then obviously some of the demo work around the existing concrete of the facility inside. Once the weather, and they feel comfortable with it, that roof will come off immediately. That was where we are prepping for the crane come to the facility and that will come off along our Skae Park avenue. They'll move the Skate Park equipment aside. We're not getting rid of it. We are moving it aside for the time being. The crane will just need access right there to be able to move those big beams off of there, and on our property near the tennis courts as well. That'll be the majority of that, and that'll come off as soon as it can. As soon as the weather is permitting, they'll be moving as fast as they can with the project.*

You'll notice on the timeline, we've built this out to include what we're planning for; they are giving us the idea of end of June, early July, to have it done. You know these projects, again, you want to build in your own timeline on top of that and plan for that, so we've built in the August. We'd like to have a public opening in August. Again, these operations are a little bit finicky this year because we're not opening for an entire season, so hiring lifeguards and aquatic facility managers for one month is not something a lot of people are looking for, but we are going to try to do our best to figure out some contracts there with maybe some existing staff in the area, and bring them on for that time being, so, if any of you'd like to be lifeguards, we'll take you, too.

Following that, on the bottom that we just built in some risk mitigation protection, again, against the weather, inspection permits, supply chain, or staff readiness for the project, just so you guys have some ideas of what our concerns are for that timeline, and what can jump into that. Just again to be safe and plan for that long term.

Last thing on here, I just have the seasonal outdoor pool aquatic facility operations manual that I just wanted to put in front of you showing what our Board has kind of just discussed big picture wise of how these operations need to look currently, not necessarily long term, but again, for this first year or two and really looking at this seasonal option versus year-round option. We want to make sure that we get really good at operating for that season before we even look at the long-term operations of the year-round and what that could look like for us. So, we've built out what this seasonal operation will look like compared or in tandem with our splash park operations, as well. So that is, again, just a more of an operations manual. I would tell you to go, just remind you to go look at the business plan. That would give you a little bit more detailed idea of what that looks like, big picture wise or what our thoughts are operations wise for revenue and expenses with that.

And then lastly, on the link there, you will see just confirmations from any of those major funding entities, the Eastern Oregon Border Economic Development Board, the Oregon Parks and Recreation Department, and then our Business Oregon financing option. You will note that the Business Oregon is an email, and that is just because they have had some staff changeover, so we've been approved for that financing option; however, they had gotten rid of a staff member, and another staff member has taken over that staff member's workload, so now we are built into that. We are getting kind of, I'm reaching out every couple of weeks just to get updates on where we sit on that. It sounds like they have everything they need from us and they will look to have that to us within the next month for our approval. That again is a reimbursable loan, it's not something that we can just take, or we can put into our own LGIP account. That's something that we have to leave with them. But I would note, as Mr. Hart's here as well, I just wanted to outline with that that that financing option is really comparable to our LGIP account for the State of Oregon, and so it's a really appealing option for our Board to consider that financing option because we essentially are taking out a loan and we're getting returns on our existing funding. That's double that loan cost for that at the same time. So, it's really not a massive loss for us as far as debt services go because we're bringing this LGIP contract that's at 4% right now, so it's a good spot to be at. Any questions?

Councilor Kirby voiced his congratulations to Mr. Maeda for obtaining the funding. A discussion that had been held regarded the lack of parking, and a discussion related to that would occur later in this meeting. At the previous meeting, they had pre-imagined parking should the city move the site of the pool. In all the renderings, they did not show a new gymnasium but did at the end of the business plan. That would require more parking. It had not been completely resolved by the Council as to whether they would need to have additional parking, which they would if they did construct a gym. Was that still in their plans? This might be in conflict with the tree grant the city just received, as it would be a shame to plant some trees, and then have to remove them.

Mr. Maeda: *Yes, so we, with the existing parking discussion that you guys will have later today, one of the main discussion points that I've been having with Dan, is trying to find a way to get the City of Ontario some rendering options for that, at least a price per square foot of existing, because right now, we do have a full architectural engineering team and full construction management team. Both have, obviously, active experience with parking lots going on in probably most of their projects right now. And they can give us a pretty accurate price per square foot of what's going in existing facilities. That idea was, I guess back and forth with me and Dan, is that if we can include that as a change order within our project, it could serve to save not on the City of Ontario some funding there, but also meet our parking needs on just some smaller additional parking spaces there. In that discussion you saw in that previous IGA that we have with the city that you guys did approve, we had an extension of the existing parking space that we have right there and we also included, and what we had discussed with Dan, is the removal of the front landscaping space in front of the aquatic center this is adjacent to the small parking strip right in front the tennis courts. That would extend all the way in front of the aquatic center and essentially make a large rectangle out of our parking space instead of nice little, instead of a slimmer "u" that is currently is, reconfiguring that to be able to handle a lot more parking spaces and then pulling a single parking lane and road off of that parking lot on the East corner of the park, right up along the houses where currently a lot of city staff or even of the events will drive onto the park from. And that is essentially a space that is used very minimally. I do believe there might be some horseshoe space over there that I work down there every single day, and I don't think I've seen used except for maybe when the Tater Tot Festival came in, but outside of that, what we envision is being able to give some price per square foot to Dan, and then to try to figure out, well, within our project, is there any avenue where we are going to be saving money. In our contract type, we have a CMGC design build guaranteed maximum price. Meaning that if there is funding left over at the end, we get that back. At the same time, we want to be able to go through this piece by piece and find areas maybe where a scope was doubled up, which already has happened, and maybe bring you back some money to us. In that avenue where we've already approved the maximum guaranteed maximum price, and the city has the potential to put funding forward for a parking on that, if we could find a way to include that as a change order within our project, save you from having to go out and manage that entire project, start to finish, we can just include that. We already have a construction management superintendent, everything going on there, and, of course, we have time with that because that wouldn't be something we'd do on the front. It'd be something we'd do once the facility's complete.*

Councilor Kirby asked if the gym was still on their wish list.

Mr. Maeda: *A gymnasium is, but not on that facility. We haven't even, I haven't given two thoughts to…*

Councilor Kirby stated so that rendering in the business plan, the 30k square foot view down, which wasn't in any of the other renderings, which had #2 underneath it?

Mr. Maeda: *Oh, so that is actually, that's a Friends of the Aquatic Center, yes, sixth phase Master Plan of Friends of the Aquatic Center. That's in a, that's a non-profit grass roots group that was before our Recreation District. Just again, an image that they had sent to the community, for the community. We adopted that, but again, we have no intention of right now…*

Councilor Kirby stated no other rendering showed a new gymnasium.

Mr. Maeda: No. Any of the renderings that you see that we included in the link, those are our renderings for the facility that would show that. Now I will note that the Lions Park Master Plan does include that, as a future build up where that is a possibility, but I think with our parking restrictions, I think that's going to be the foothold there. If we're going to lose a substantial portion of Lions Park, then we're, our community doesn't want that, John doesn't want that, that impacts quite a bit there, so I don't think it'd be savvy there. We are eyeing some other locations, so it wouldn't be a bad idea. I think that's a much better revenue generator for our local area, but…

Mayor Folden stated that issue was on that evening's Agenda for discussion.

Councilor Hart verified with the Mayor or Kari Ott, that the city's $250k had not been given to the District yet.

Ms. Ott stated that was correct.

Councilor Hart asked what would trigger the release of those funds.

Ms. Ott stated that would be with Council approval, as the Council and Budget Committee established the requirements related to those funds.

Councilor Hart stated the Council needed to address that at some point, to see what that milestone was. Same question on the TOT tax. The city had been collecting and holding that because that was for maintenance of the facility, correct? Was that just released at a certain point, to the Rec District once the pool was open, as that was when they'd begin have maintenance issues, or was that going to be on a reimbursement basis? The Cultural Center just received the money directly from the city.

Ms. Ott stated she assumed the payment to the aquatic center would be the same way. It was that way for the Chamber of Commerce and Fairgrounds, too. Once received by the city, following the month's receipts, it was turned over to the entity. She believed once it was open, the city would turnover the balance, plus each month would be a payment.

Mr. Maeda: Yes, *I did review the requirements by the City Council for that previous one. Yes, it would require the City Council to agree that we met the conditions. The specific pieces that I presented to you in that link are those conditions presented on that, just re-upped. And, yes, it would just be up to City Council.*

Mayor Folden voiced her excitement and appreciation for everything they were doing. It was something community really wanted.

Mr. Maeda: *Agreed. Thank you all for the support and the donation, and we hope to have this open by the end of summer.*

OLD BUSINESS

Helipad AIP25 – Independent Fee Estimate – Century West Engineers
Andy Wood, Airport Manager, presented.

FAA AIP Handbook - Order 5100.20C outlined Programming Control and Reporting Procedures Grant–In–Aid Program procedures. The next process was to have an Independent Airport Engineer estimate the project formulation, design, bidding, and construction services. The proposed IFE Contract was within the budget to date with the funding from FAA at 95%, ODAV at 4%, and the city matching funds of 1% of the complete project.

Century West Engineering from Bend, Oregon, was approached to provide the fee estimate contract and could turnaround Century West's fee estimate within two weeks of receiving the signed contract. Century West Engineering was a reputable airport engineering company that gave competitive, fair, reasonable estimates to satisfy FAA requirements.

This project included design and construction phases different to the previous IFE. The current budget allocated $2,712.00 in matching funds, plus the airport improvement budget had $8,000.00 to pay the balance of $1,788.00 if the grant wasn't approved. Once approved, the FAA would reimburse the City of Ontario for the cost of the IFE.

HART moved, BAKEFELT seconded, **THAT THE CITY COUNCIL APPROVES THE CITY MANAGER TO SIGN THE CENTURY WEST ENGINEERS INDEPENDENT FEE ESTIMATE (IFE) CONTRACT FOR $4,500.00.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Malheur County IGA
Tatiana Burgess, Planning Director, presented.

This was an Intergovernmental Agreement (IGA) between the City of Ontario and Malheur County to perform floodplain administrator duties for Malheur County during the time the county was looking for a new Malheur County Planning Director. Each jurisdiction participating in the National Flood Insurance Program (NFIP) had to administer their own floodplain management functions. Both Malheur County and the City of Ontario designated their respective Planning Directors to perform the floodplain administrator duties.

Due to the Malheur County Planning Director position currently being vacant, the county wished to enter an IGA with Ontario, to employ the City Planning Director's services to perform floodplain administrator duties. The city expressed its intention to help its community partners, until the County Planning Director vacancy was filled and without assuming liability for any ongoing or preexisting violations that commenced prior to the execution of the IGA.

At the City Council meeting of December 9, 2025, the City Council gave consent to move forward with finalizing the agreement with a few modifications by the Council.

The Malheur County Court approved the IGA with the requested Council modifications and returned a signed version of the IGA for Council approval.

By performing floodplain administration duties for the county, the city would be able to manage the Urban Growth Area floodplains, which directly impacted the city's floodplains. The county has an existing IGA with the City of Adrian and City of Jordan Valley, which meant that the City of Ontario would take on the administering of those floodplains as well.

The city would invoice the county an hourly rate for floodplain management services calculated at the fully weighted cost, plus ten percent (10%) to the city to provide such services to Malheur County, Jordan Valley, and Adrian.

KIRBY moved, MILLS seconded, **THAT THE CITY COUNCIL TO APPROVE THE IGA BETWEEN THE CITY OF ONTARIO AND MALHEUR COUNTY TO PROVIDE THE FLOOD PLAIN ADMINISTRATION DUTIES AS PER THE ATTACHED AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

NEW BUSINESS

Liquor License Application: Ontario F&B, LLC
Jason Cooper, Police Chief, presented.

Mike Hannigan applied for a New Outlet Full On-Premises Commercial liquor license for his new establishment located at 491 SE 10th Street, Ontario, Oregon. He was applying for the liquor license in the name of Ontario F&B, LLC., and it would operate under the name The Outpost.

The application forms were filled out appropriately and the required fees would be received after Council action. This location was currently under construction. Once construction was completed, the City of Ontario Planning, Building, and Fire Departments would provide inspection for occupancy. This did not prevent the ability to recommend moving forward with the liquor license for this location.

The Outpost would be home to several food trucks as well. The goal was to create an outdoor type of food court with an indoor/outdoor bar-type establishment providing alcohol. To obtain the privilege of selling alcohol at this location, the Oregon Liquor Control Commission required Ontario F&B, LLC. to complete the “New Outlet – Full On-Premises Commercial” application. Once this step was completed, the location would have the necessary license requiring renewal every year.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL RECOMMEND THE NEW OUTLET FULL ON-PREMISES COMMERCIAL LIQUOR LICENSE APPLICATION FOR ONTARIO F&B, LLC.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Appointments to City Committees
Tori Barnett, City Recorder, presented.

She informed the Council she had just received an application from Gary Fugate for reappointment to the Certified Local Government/Façade Grant Committee, and requested they include his application in their decision for appointments that evening. There was still an opening on the Budget Committee, one on the Planning Commission, possibly one on the Public Works Committee, as well as three potentially open positions on the Parks Committee. The Parks Committee was somewhat specific in that it was desired to have a representative from the Kiwanis Club and the Recreation District, as well as the citizen at large position.

HART moved, MILLS seconded, **THE COUNCIL APPROVE THE SLATE OF APPLICATIONS, WHICH WOULD INCLUDE BILL HAGER TO THE AIRPORT COMMITTEE; JOHN BRIEDENBACH AND GARY FUGATE TO THE CERTIFIED LOCAL GOVERNMENT/FAÇADE GRANT COMMITTEE; WILLIAM ECRET TO THE PLANNING COMMISSION; AND DOUG DEAN AND CHERYL CRUSON TO THE VISITORS AND CONVENTIONS BUREAU BOARD.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Councilor Braden asked, with regard to the Parks Committee, with three terms expiring, was the city renewing those three individuals into the position unless someone else applied for those?

Ms. Barnett stated generally the way the establishing ordinances were worded, members stayed on the committee until a replacement was found. The city did not have term limits, and there were no applications to fill those spots. Those terms would be extended until 2028 unless they stepped down.

<u>Safe Drinking Water Revolving Loan Fund (SDWRLF) Grant Administration Services for New Water Treatment Plant [WTP) Storage Tank and Booster Pump Station</u>
Marshall Pierce, City Engineer, presented.

Last year, the City of Ontario was awarded two loan packages under the SDWRLF and water/wastewater fund programs from Business Oregon. Funding would be used for improvements to the city's drinking water storage and supply, specifically a new tank and pump station. Staff was currently in the early stages of negotiating a scope and fee for engineering design, and would need a grant manager signed through the end of construction. The improvement was a component of the city's overall Drinking Water Master Plan approved by the Oregon Health Authority in 2021.

With funding approved and contracts signed, as well as an engineering firm selected for design, a grant administrator should be signed to monitor successful implementation of the grant for
the life of the project.

If the city chose to not move forward with the award of the task order, the implementation of the grant would need to be completed by city staff, who lacked technical expertise and experience with the program, which would challenge successful implementation.

Councilor Braden verified the $25k cost was covered by the grant funds themselves.

Mr. Pierce stated that was correct.

MILLS moved, HART seconded, **THAT THE CITY COUNCIL APPROVE THE GRANT MANAGEMENT TASK ORDER FOR $25,000 WITH DUCOTE CONSULTING FOR THE SAFE DRINKING WATER REVOLVING LOAN FUND (SDWRLF) GRANT MANAGEMENT FOR THE NEW WATER STORAGE TANK AND BOOSTER PUMP STATION AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

DEPARTMENT HEAD UPDATES

Police: Quarterly Report
Jason Cooper, Police Chief, presented.

DISCUSSION ITEM(S)

Lion's Park Parking Lot

Councilor Hart stated as they'd looked at some of the plans related to the improvement to the pool and getting that open, there were concerns about parking, because it was needed at Lions Park anyway. The Parks Committee had reviewed the plan, and they were in support of adding more parking. They'd also spoken with John Breidenbach, Chamber CEO, who ran the largest event in the park, that being the Global Village Festival, and having more dedicated parking, especially along that strip, was a way to support the community, support the parks, and provide some parking relief. He hoped that over time, as they saw improvements on the softball fields on the other side of the park, there would be more tournaments, which increase the need for parking as well. Before the Council, staff was seeking approval to do some more work and/or research, to see where the funds could come from.

Ms. Ott stated as the Council had asked staff to look at different projects, and they could take funds from the PERS extra payment; however, her recommendation would be, as the beginning fund balance was quite a bit higher than budgeted, so staff could bring a resolution forward to spend the funds from there. The General Fund balance was very healthy currently, so it wouldn't be a hardship to pay for that project from that fund.

Councilor Hart confirmed with Ms. Ott that there was about $1.8M more than had been anticipated when the Council approved the budget from higher carryover.

Ms. Ott stated they had received even more, closer to $2.5M.

Councilor Hart stated the Council had increased water fees to pay for the two new fire personnel. That was money the Council had approved after the budget was approved, which was an additional $400k. He had asked staff to review some things, and at the end of the year, he was still going to look into paying down an additional amount to PERS, if funds were available. How much was currently budgeted to pay down PERS?

Ms. Ott stated she had $350k out of the General Fund, and then $149k from Public Works.

Councilor Hart stated the ask at this point was have staff do some further research and some firmer estimates and present to Council. It appeared the recommendation would be out of carry over to fund the project.

Ms. Ott stated Mr. Cummings had an estimate of the financial impact of the parking lot, which was between $95k-$125k for the Lion's Park parking project.

Councilor Kirby stated they might have a legal responsibility to do the parking project, because the parking lot was left off from the Splash Park. It should have been done at that time. If they were to follow their own codes, this would be something they should consider.

Mayor Folden voiced here agreement. With the Global Village Festival and the Tater Tot Festival, this would be very beneficial to have that extra parking.

HART moved, BAKEFELT seconded, **THAT THE CITY COUNCIL APPROVE BUDGETING OF NOT TO EXCEED $125,000 FOR THE CONSTRUCTION OF A PARKING LOT IN LIONS PARK, AND HAVE STAFF BRING BACK A RESOLUTION FOR THE FUNDING OF THE PROJECT.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Flagpole at SW 4th Avenue/SW 9th Street Intersection

Councilor Hart stated in speaking with Mr. Cummings watching budget funds come in and the carryover increase, and with discussions with the Council about trying to replace the flagpole that snapped during a storm a few years ago. This was the same concept of allocating, or budgeting, some funds, to have that pole replaced. He wasn't sure what they needed to do.

Casey Mordhorst, Public Works Director, stated in speaking with Mr. Cummings, he wanted to try to utilized the existing base. The process would be the city purchasing a new 100' flagpole, and the base would be modified to fit the standing concrete pillar. Nothing would be moved to Lions Park. It would stay in its present location.

Councilor Kirby stated the initial flagpole had been constructed by Bob Sullivan to honor an Ontario businessman.

Councilor Bakefelt asked if the motion needed to be modified to specify the actual location of the project. The original discussion spoke to moving it into the corner of the park and removing some trees.

Councilor Hart stated it read “at Lions Park”. Was that little island considered part of Lions Park?

Tatiana Burgess, Planning Director, stated it was currently in the right of way. Mr. Cummings was currently working on getting that piece vacated because it was originally part of the Lions Park property. Even though it would be separated by the drive lane, it would be considered Lions Park property. That’s why it read that it was at the intersection of the two roads at Lions Park.

HART moved, MILLS seconded, **THAT THE CITY TO APPROVE A NOT TO PRICE OF $50,000 FOR REPLACEMENT OF THE FLAGPOLE AT THE SW 4th AND SW 9th INTERSECTION, THAT WAS DAMAGED IN THE WINDSTORM, AND HAVE STAFF BRING BACK A RESOLUTION ESTABLISHING THE FUNDING FOR THE REPAIR.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

HAND-OUTS

Minutes
Airport 12-01-2025; County Court: 12-03-2025

Check Register
December 2025

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS.

Councilor Kirby stated he was now affiliated with the organization goodparty.org, which was a non-partisan organization that helped people campaign electronically. There was not the ability to reach out to the constituency, and ask questions or to ask questions of a Councilor. He could do the sample of about 300 people for free, and it went out about a month ago. He’d received only three responses. He spoke to some who told him they’d received it, but were too busy to reply. He had now, at his own expense, expanded it to about 4,000. It went out that day, and had received several responses asking if it was legit. And yes, it was. He was looking forward to seeing some questions, and possible results from this, and encouraged anyone who received the text to please respond.

Councilor Hart thanked the Argus for their article on the success of the grants the city had received, and for Councilor Braden and staff for their work on the application.

ADJOURN

HART moved, MILLS seconded, **THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-out; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1. Meeting concluded at 7:11 p.m.

ACCEPTED:

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
February 10, 2026

TO:	Mayor and City Council
FROM:	Kari Ott, Finance Director
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**RESOLUTION #2026-104: FUNDING FOR LEXIPOL PROGRAM**
DATE:	February 3, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2026-104: A RESOLUTION TO APPROPRIATE $15,839 TO IMPLEMENT LEXIPOL'S POLICY MANUAL AND TRAINING SYSTEM FOR THE FIRE DEPARTMENT AND AUTHORIZE CITY MANAGER DAN CUMMINGS TO SIGN RELATED DOCUMENTS

SUMMARY:

Attached is Resolution #2026-104.

BACKGROUND:

At the January 27, 2026 meeting, the City Council approved hiring Lexipol to update the fire department policy manual and training system.

CURRENT SITUATION:

The resolution attached will appropriate $15,839 from the Reserve Fund public safety department to implement the system.

ANALYSIS:

A. **STRATEGIC PLAN** No direct impact.

B. **FINANCIAL** $15,839 will be appropriated from the public safety department of the Reserve Fund which will leave $526,755 in public safety contingency.

C. **TIMING** As soon as the funding is approved, the fire department can begin the process.

D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to appropriate the additional funds per ORS 294.

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would mean the fire department wouldn't receive the expertise from Lexipol.

RECOMMENDATION:

Staff recommends the approval of Resolutoin #2026-104.

ATTACHMENTS:

1. Resolution #2026-104 - Funding for Lexipol

RESOLUTION #2026-104

A RESOLUTION TO APPROPRIATE FUNDS TO IMPLEMENT LEXIPOL'S POLICY MANUAL AND TRAINING SYSTEM FOR THE FIRE DEPARTMENT

WHEREAS, Ontario Fire Department's current standard Operating Procedures and Policies are antiquated and need revised; **and**

WHEREAS, Lexipol has expertise can make the revisions that will meet current operations and State and Federal requirements**; and**

WHEREAS, The City desires to modify the 2025-2026 budget in order to appropriate the funding from the public safety reserve department.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2025-2026 budget:

Line Item	Item Description	FY 25-26 Budget	Amount of Change	Adjusted Budget
RESERVE FUND – PUBLIC SAFETY DEPARTMENT				
055-131-871000	Contingency	$542,594	($15,839)	$526,755
055-131-615550	Contract Services	$ -	$15,839	$15,839

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 10th day of February 2026, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 10th day of February, 2026.

____
Deborah K. Folden, Mayor

ATTEST

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
February 10, 2026

TO:	Mayor and City Council
FROM:	Kari Ott, Finance Director
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**RESOLUTION #2026-105: FUNDS TO AWARD A $10,000 GRANT TO THE BASQUE CLUB FOR EXTERIOR PAINT AT THE ONTARIO DEPOT STATION IN MEMORY OF GENE BATES**
DATE:	February 3, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2026-105: A RESOLUTION TO APPROPRIATE FUNDS TO AWARD A $10,000 GRANT TO THE BASQUE CLUB FOR EXTERIOR PAINT AT THE DEPOT IN MEMORY OF GENE BATES.

SUMMARY:

Attached is Resolution #2026-105.

BACKGROUND:

At the January 27, 2026 meeting the Ontario City Council approved giving a grant to the Basque Club for exterior painting of the Depot. This grant will be given in memory of Gene Bates.

CURRENT SITUATION:

Liability insurance for the city came in just over $10,000 under budget. This resolution will move $10,000 from the liability insurance budget and appropriates it for a grant to the Basque Club.

ANALYSIS:

A. **STRATEGIC PLAN** No direct impact.

B. **FINANCIAL** This only moves $10,000 from the Administrative Overhead budget to the Non-Departmental Appropriations budget.

C. **TIMING** After the Council approves the resolution, the grant to the Basque Club can be given.

D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to appropriate the additional funds per ORS 294.

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would mean the grant wouldn't be given to the Basque Club

RECOMMENDATION:

Staff recommends the approval of Resolution #2026-105.

ATTACHMENTS:

1. Resolution #2026-105 Grant for Depot Paint

RESOLUTION #2026-105

A RESOLUTION TO APPROPRIATE FUNDS TO AWARD A $10,000 GRANT TO THE BASQUE CLUB FOR EXTERIOR PAINT AT THE DEPOT IN MEMORY OF GENE BATES

WHEREAS, The Basque Club has a contract with the city to maintain the Depot Building; **and**

WHEREAS, The Depot is sorely in need of exterior paint, which has a higher cost than any revenues the Basque Club receives from rentals of the Depot**; and**

WHEREAS, The City wishes to give the Basque Club a grant of $10,000 for exterior painting of the Depot in memory of Gene Bates**; and**

WHEREAS, The City desires to modify the 2025-2026 budget in order to appropriate the funding from the public safety reserve department.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2025-2026 budget:

Line Item	Item Description	FY 25-26 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-004-613900	Ins Prem & Surety	$166,095	($10,000)	$156,095
001-017-615573	Basque Club	$ -	$10,000	$10,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 10th day of February 2026, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 10th day of February, 2026.

____
Deborah K. Folden, Mayor

ATTEST

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
February 10, 2026

TO: Mayor and City Council

FROM: Clint Benson, Fire Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ORDINANCE #2843-2026: BILLING FOR VEHICLE ACCIDENTS WITHIN CITY LIMITS**

DATE: January 30, 2026

PROPOSED MOTION:

1). I MOVE TO APPROVE ORDINANCE #2843-2026, AN ORDINANCE ESTABLISHING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE CITY OF ONTARIO ON SECOND AND FINAL READING BY TITLE ONLY.

2). I MOVE FOR THE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO SIGN ANY AND ALL CONTRACTS/AGREEMENTS WITH FIRE RECOVERY USA FOR THE EMERGENCY RESPONSE COST RECOVERY PROGRAM APPROVED UNDER ORDINANCE #2843-2026.

SUMMARY:

The Fire Department responds regularly to motor vehicle accidents, totaling 112 responses in calendar year 2025. ORS 478.310 allows the city to bill for the cost of these services. Ontario Rural Fire Protection District has used Fire Recovery USA to bill for automobile accidents successfully since 2023. Costs for service continue to rise with income from fees and taxes remaining stagnant. Ontario Fire and Rescue would like to start billing for these responses within the City of Ontario.

BACKGROUND:

In August 2023, the Ontario Rural Fire Protection District passed Resolution #5-2023, which established and implemented a program to charge mitigation rates for services provided by the Ontario Rural Fire Protection District for motor vehicle accidents occurring on transportation routes. Resolution #6-2023, authorized the Director to enter into a contract with Fire Recovery USA. This program has worked well for the District, resulting in revenues of $12,015 in CY 2023, $16,371 in CY 2024, and $3,928 in CY 2025 (total of $32,314 collected since implementation). Fire Department staff uses the Fire Recovery USA online system to enter the vehicle crash report information, along with a copy of the incident report, and then Fire Recovery USA takes care of billing and collections.

<u>CURRENT SITUATION:</u>

At the City Council meeting of January 27, 2026, the City Council approved the Fire Department's use of Fire Recovery USA to bill for motor vehicle accidents and other applicable incidents within the city limits and approved Ordinance #2843-2026 on First reading by Title only. This action is being brought back to the City Council for the second reading of Ordinance #2843-2026. *(Draft Agreement attached for Council review only, not approval.)*

<u>ANALYSIS:</u>

A. **<u>STRATEGIC PLAN</u>** Commitment to providing superior quality service requires funding to support these services. With property taxes not supporting Fire Department operations, it is imperative to explore additional funding sources that will help support the city's commitment to provide superior quality services. Many of the transportation accidents that occur within the City of Ontario require a Fire Department response, and many of these transportation accidents involve vehicles registered in areas outside the city and state.

B. **<u>FINANCIAL</u>** The cost of operating the Fire Department continues to rise due to inflation and operational improvements to the services being provided. In calendar year 2025, staff responded to 112 motor vehicle accidents. As a conservative estimate of income that will be generated by billing for motor vehicle accident responses in the city, if half of these responses were for non-residents, and half of those calls are billable, the estimated annual income from this program will be $13,132. Financial impacts to the Ontario community members and visitors to Ontario should be minimal. Patron's insurance premiums include costs related to emergency responses. Staff will be billing for monies already paid for by auto insurance holders.

C. **<u>TIMING</u>** Timing is good to implement this program. Staff is set up with Fire Recovery USA and have used the program in the Rural District since 2023. Cost of goods and services continues to rise, so finding and implementing additional revenue streams is imperative.

D. **<u>POLICY/LEGAL</u>** ORS 478.310(2)(a)-(b) allows City's to charge for emergency services involving occurrences on a transportation route.

> "When a district or city responds to a call for assistance arising from an incident involving an airplane crash or an occurrence on a transportation route within the city or district, the district or city may recover from the person or property receiving the direct fire or safety services as a result of the incident any cost incurred for the following:
>
> (a) The contract or reasonable value of the use, including repairs and depreciation, of the apparatus and equipment used in accordance with a state standardized-costs schedule issued by the State Fire Marshal; and
>
> (b) Other expenses or costs reasonably incurred in furnishing the assistance, as adopted by the service provider."

ALTERNATIVES:

The City can continue not billing for automobile accidents and explore alternative revenue sources.

RECOMMENDATION:

Staff recommends utilizing Fire Recovery USA to bill for automobile accidents, and other applicable incidents, within the city as allowed by ORS 478.310.

ATTACHMENTS:

1. Ord #2843-2026 - Fire Services FINAL
2. Fire Recovery USA Information
3. DRAFT-Fire Recovery USA Service Agreement Mark-Up

After recording, return to:
Ontario City Recorder
444 SW 4th Street
Ontario, OR 97194

ORDINANCE #2843-2026

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE CITY OF ONTARIO

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and,

WHEREAS, the City Council of the City of Ontario Fire Department desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines.

NOW, THEREFORE, CITY OF ONTARIO ORDAINS AS FOLLOWS:

SECTION 1: The City of Ontario shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document. The mitigated rates maybe adjusted from time to time by Resolution of the Council.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the codified ordinances of the City Council.

SECTION 5: This ordinance shall take effect thirty days (30) from the date of adoption as permitted by law.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of _____________, 2026, by the following vote:

AYES:

NAYES:

ABSENT:

SIGNED by the Mayor this _____ day of ____________, 2026.

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

EXHIBIT A
MITIGATION RATES
BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - $637.00
Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - $726.00
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and contained for disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - $886.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - $1,915.00
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - $584.00
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - $1,029.00
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - $3,673.00
Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – $8,673.00
Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ $391.00 per HAZMAT team**.

FIRES
Assignment - $585.00 per hour, per engine / $732.00 per hour, per truck

Includes:

• Scene Safety
• Investigation
• Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES
Assignment - $585.00 per hour, per engine / $732.00 per hour, per truck
When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS
Level 1
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at $600 plus $72 per hour, per rescue person.

Level 2
Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at $1,205 plus $72 per hour, per rescue person.

Level 3
Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at $2,984 plus $72 per hour per rescue person, plus $140 per hour per HAZMAT team member.

Level 4
Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE
Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed $600 plus $72 per hour, per rescue person. Additional rates of $600 per hour per response vehicle and $72 per hour per rescue person.

CHIEF RESPONSE
This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at $367 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)
Engine billed at $585 per hour.
Truck billed at $794per hour.
Command at $367 per hour
Miscellaneous equipment billed at $440.

MITIGATION RATE NOTES
The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

Fire RecoveryUSA
Fire Billing Solutions

www.firerecoveryusa.com

Fire Recovery USA provides funds to fire departments through Cost Recovery.

We Offer Three Main Cost Recovery Programs:

iPad Inspection / Automated billing - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments, have 24/7 live data reporting and the highest recovery rate in the industry.

Self Inspection Program - This revolutionary program provides the ability to have base level inspections for ALL businesses. It satisfies your responsibility to assure your businesses are safe. In a rotation with the full inspection above it provides the maximum ability to assure business compliance while supporting the costs of your inspection program. All with a flexible audit capability.

Emergency Response Cost Recovery Program - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

2271 Lava Ridge Court, STE 120
Roseville, CA 95661

Phone 888-640-7222
Fax 916-943-1661

Emergency Response Cost Recovery Program

Although billing for Fire Services sounds simple, how we generate our high recovery rate is very sophisticated. Some fire departments do perform in-house billing; unfortunately, they typically see a low recovery rate (between 10-15 percent). This low rate can be attributed to the fact that the typical fire department or city is not equipped in the field of fire service billing.

Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events. This is the highest recovery rate in our industry for all types of runs. So what makes us different?

We have several interesting techniques in our system including methods that we've developed during our years of billing experience that informs the responsible parties of their fiscal responsibilities. While this alone would guarantee us to equal or exceed our competitors; the real basis for our high recovery percentage is our ability to gather the necessary information to recover funds for a call that would otherwise be written off as unrecoverable by others.

What our clients really appreciate is our ability to track down the necessary information of those persons involved in the incidents. We require the least amount of information from the fire departments to create a bill (name of individual, car license number, and the name of the insurance carrier) - that's it! We have investigative techniques (both live and software-based) that allow us to find most of the necessary facts. We believe that this is our responsibility and not the fire departments'.

Bottom line: if you employ our billing service, you will enjoy, not only our excellent customer service and training, but also be confident you have the highest recovery percentages possible.

There is no up-front cost to you as we only take a portion of the money we recover for you as our fee – there are no other costs to you whatsoever.

Fire Recovery USA offers fund recovery to local fire departments for:

- ***Motor Vehicle Incidents***
- ***Hazmat Clean-up***
- ***Vehicle Fires***
- ***Structure Fires***
- ***Special Rescues***
- ***Water Incidents***
- ***Fire Inspections***
- ***And More ...***

www.firerecoveryusa.com

EMERGENCY RESPONSE RECOVERY

How our system works.

Prior to Billing

You pass ordinance that allows you to bill for various services you provide during an emergency incident. These can be all or some of the following: Motor Vehicle Incidents, which includes Accidents and Fires, Structure Fires, Marine and Water Incidents, Hazmat calls, False Alarms, Fire Investigations, and Special Rescue services.

Billing Begins

At The Scene of the Incident: Your personnel will either log the data from the incident using your existing system protocol, or via our paper-based "Incident Reports".

Upon Return to the Station: We have the ability to harvest the billing data from many of today's most popular RMS Systems including, Firehouse, Zoll, Fire Programs, Emergency Reporting, ImageTrend, FDM, etc. If available for your RMS, our link will harvest the data information directly into our RecoveryHub site. If not, your designated personnel will submit the run using our secure RecoveryHub on-line system. When they log-on, RecoveryHub will recognize them and bring them right to your run submission page.

After Submitting the Run: We go to work in claim recovery. By utilizing the advanced technology in RecoveryHub, we should be able to harvest the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff.

Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

Our Processing Center: After receiving the run, we assign it to a claim representative. Their job is to track down the individual and existing claim or create a claim with the appropriate insurance carriers and/or responsible parties. We work with the insurance companies involved and/or the police to determine who is responsible if necessary for payment.

Our Processing Center sends the initial claim to the responsible party and their insurance tracks the response(s) and begins to plan for approval of the claim. If initially denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of this claim. **Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events.**

Viewing or Printing Reports is Available 24/7: The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

Payment of Runs

On or before the 7^{th} of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24^{th}), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

Fire Recovery USA
Fire Billing Solutions

BILLING FOR STRUCTURE FIRES

How we bill for structure fires:

When a Fire Department submits a run to us for a structure fire.

Most personal lines insurance policies (homeowners) have a $500 limit for fire department responses but all policies are different so this may vary. Some insurance companies require the property owner to file the claim, in which case we would have to send a bill directly to the property owner and they will then have to submit the bill to their insurance company. If and when an insurance company pays our invoice, they will often pay the policyholder directly as that is technically who their contract is with. For us to collect that money on your behalf we will need to be able to bill that policyholder directly. The account is sent to collections if the policyholder has received payment and does not forward the check. If the insurance company pays the policyholder directly and you are not willing to allow us to bill the policyholder directly, we cannot bill structure fires for you.

Renters insurance does not cover structure fires. These policies only cover the tenant/renters contents. We must have the actual homeowner/property owner's name, address, and insurance information to successfully bill this.

Commercial Structure Fires are structured similarly but we have to consider the commercial insurance deductible in these cases. If a commercial policy has a $5,000 deductible, for example, and the loss does not exceed that amount or is close to that amount the insured may not file a claim with their insurance company. If we submit an invoice on your behalf for $750 for a commercial structure fire response, the insured may not submit to their commercial insurance as the loss may be below the deductible. In this case, we have no choice but to bill this directly to the policyholder as a claim was not filed with the insurance company.

If you are unwilling or unable to bill directly for fires, please do not submit structure fire responses to us for cost recovery.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of __________________, _______ ("Effective Date"), by and between **FIRE RECOVERY USA, LLC,** a California limited liability company ("Company"), and **City of Ontario**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

R E C I T A L S

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1
ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

(a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and

(b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the “List of Company Services” attached hereto as Schedule “A” and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company’s sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers’ Compensation: Company agrees to provide workers’ compensation insurance for Company and Company’s employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company’s employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5
COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the “List of Company Services,” attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6
OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company’s duties under this Agreement. The Client shall be responsible for initially ensuring, and continuing to review, local and state laws in the Client’s jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7
CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

(a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and

(b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

(a) Bankruptcy or insolvency of either party;

(b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

(a) Company's failure to complete the services specified in the Description of Services;

(b) Client's material breach of any representation, warranty or agreement contained in this Agreement;

(c) Company's material breach of any representation, warranty or agreement contained in this Agreement;

(d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of $250 annually or termination of the account.

ARTICLE 9
PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

9.3 Artificial Intelligence: The Company hereby provides explicit disclosure that it incorporates Artificial Intelligence (AI) within its proprietary software to enhance and perform various aspects of the "Company Services" as defined and provided under this Agreement. This integration is made for purposes of transparency and includes AI functionalities for data processing and information extraction, such as reading and parsing incident narratives, department ordinances, and fee schedules to obtain billing information or highlight billable actions. Furthermore, AI is utilized to support invoice generation, address cleanup and validation for data management, customer assistance and product support, and document creation. AI also assists in communication by processing phone conversations and aiding in customer correspondence via email or the Company's ticketing system, and contributes to reporting and analytics. Internally, AI is employed for aspects of software development, including code creation, quality control, and product testing. The Company explicitly states its commitment to ensuring its AI practices are responsible, ethical, and subject to continuous evaluation and improvement to align with Client needs and expectations.

ARTICLE 10
INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

ARTICLE 11
GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other that the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:
City of Ontario
444 SW 4th Street
Ontario, OR 97914

with a copy to:
____
____
____
Attention: ______________

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term “Business Day” shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a “court of competent jurisdiction”.

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: ______________________________________

Name: M. Craig Nagler

Title: Manager

CLIENT:

City of Ontario

Signature: ______________________________________

Name (printed): ____________________________________

Title: _____________________________________

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.

2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.

3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.

4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.

5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.

6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.

7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.

8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - $637.00
Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - $726.00
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and contained for disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - $886.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - $1,915.00
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - $584.00
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - $1,029.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - $3,673.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – $8,673.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ $391.00 per HAZMAT team**.

FIRES

Assignment - $585.00 per hour, per engine / $732.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - $585.00 per hour, per engine / $732.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at $600 plus $72 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at $1,205 plus $72 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at $2,984 plus $72 per hour per rescue person, plus $140 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed $600 plus $72 per hour, per rescue person. Additional rates of $600 per hour per response vehicle and $72 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at $367 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)
Engine billed at $585 per hour.
Truck billed at $794per hour.
Command at $367 per hour
Miscellaneous equipment billed at $440.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

AGENDA REPORT
NEW BUSINESS
February 10, 2026

TO:	Mayor and City Council
FROM:	Jason Cooper, Police Chief
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**LIQUOR LICENSE: SELECT PLAYERS BAR, LLC**
DATE:	February 4, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL RECOMMEND THE NEW FULL ON-PREMISES/OTHER PUBLIC LOCATION LIQUOR LICENSE APPLICATION FOR SELECT PLAYERS BAR, LLC.

SUMMARY:

Select Players Bar, LLC, under the trade name Select Pub, located at 189 South Oregon Street, Ontario, Oregon completed the "Full On-Premises, Other Public Location" 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 received a Limited On-Premises liquor license for Select Players located at 189 South Oregon Street, Ontario, Oregon, October 8, 2024. He is now applying for the greater privilege of Full On-Premises liquor license/Other Public Location for the same location in the name of Select Players Bar LLC., which will operate under the name – Select Pubs.

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 an 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 can test out and purchase sporting equipment. This location currently holds a Limited On-Premises liquor license through the Oregon Liquor Control Commission, which allows for the sale of beer, wine and cider. Select Players Bar, LLC, is requesting to change the license from Limited On-Premises to Full On-Premises, Other Public Location. They will be adding the OLCC food and seating requirement for this location. To change the license type for this establishment requires Select Planers Bar LLC to complete the Full On-Premises/Other Public Location application. Once this step is completed, Select Pub 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, cider and now a selection of spirits to patrons enjoying the establishment. They will be adding the required seating and food menu choices required by OLCC for this license type, which 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 license type change 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 full on-premises, Other Public Location liquor license for Select Players Bar, LLC.

Attachments:

None

AGENDA REPORT
NEW BUSINESS
February 10, 2026

TO:	Mayor and City Council
FROM:	Dan Cummings, City Manager/Community Development Director
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**ORDINANCE #2844-2026: AMENDING OMC TITLE 2, CHAPTER 5, SECTION 1, PARKS COMMITTEE**
DATE:	January 30, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2844-2026, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 2, CHAPTER 5, SECTION 1, PARKS COMMITTEE ON FIRST READING BY TITLE ONLY.

IF VOTE IS UNANIMOUS:

I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2844-2026, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 2, CHAPTER 5, SECTION 1, PARKS COMMITTEE ON SECOND AND FINAL READING BY TITLE ONLY, AND DECLARING AN EMERGENCY.

SUMMARY:

On January 27, 2026, the City Council approved restructuring the Parks Committee to allow for a member of Revitalize Ontario, representing Moore Park, to be a designated voting member on the Committee by reducing the number of Citizens at Large members to one and creating the Revitalize Ontario position. This would keep the Committee at seven members.

BACKGROUND:

On December 17, 2019, the City Council approved Ordinances #2767-2019, repealing the Parks and Recreation Board and creating the Parks Committee. The Committee established under Ordinance #2767-2019 consists of one member from the Kiwanis Club, one member from the Lions Club, one member from the Rotary Club, one member from the Recreation District selected members or staff, two Members at Large from within the Recreation District, and one member from the City Council.

On January 27, 2026, the Council approved restructuring the Committee to reduce the number of citizens at large, currently two, down to one, and dedicating the other citizen at large position to a member of the Revitalize Ontario Committee, specifically geared towards Moore Park.

Current Situation:

By adopting proposed Ordinance #2844-2026, the Council hereby amends Title 2, Chapter 8, Section 4, of the Ontario Municipal Code.

Analysis:

A. **STRATEGIC PLAN** Updating the Committee helps the desirability of the lifestyle of the citizens of Ontario.

B. **FINANCIAL** None.

C. **TIMING** This action needs completed as soon as possible to allow for new members to represent the Moore Park development.

D. **POLICY/LEGAL** The City Council is the governing body over public committees as well as the governing body for ordinance approval.

Alternatives:

The Council could leave the Committee as currently structured, and the Moore Park representative could apply for a citizen at large position when available.

Recommendation:

Staff recommends the City Council approve Ordinance #2844-2026 on First and Second Reading by Title Only, and Declare an Emergency Passage.

Attachments:

1. Ord #2844-2026 Amend OMC 2-5-1 Parks Committee 2-10-26

After recording, return to:
City of Ontario
Attn: City Recorder
444 SW 4th Street
Ontario, OR 97914

ORDINANCE #2844-2026

AN ORDINANCE AMENDING TITLE 2, CHAPTER 5, SECTION 1, OF THE ONTARIO MUNICIPAL CODE: PARKS COMMITTEE - ESTABLISHED

WHEREAS, the Ontario City Council ("Council") on December 17, 2019, approved Ordinances #2767-2019, repealing the Parks and Recreation Board and creating the Parks Committee; and

WHEREAS, the existing committee established under Ordinance #2767-2019 consists of one member from the Kiwanis Club, one member from the Lions Club, one member from the Rotary Club, one member from the Recreation District, selected members of staff, two members at large from within the Recreation District, and one member from the City Council; and

WHEREAS, On January 27, 2026, Council approved restructuring the Committee to allow for a member of Revitalize Ontario who represents Moore Park to be a voting member by reducing the number of Citizens at Large members to one and creating the Revitalize Ontario position (Moore Park); and

WHEREAS, by adoption of Ordinance #2844-2026, the Council hereby amends Title 2, Chapter 8, Section 4, of the Ontario Municipal Code.

NOW, THEREFORE, the City of Ontario ordains as follows:

Title 2 Chapter 5 Section1 of the Ontario Municipal Code shall be amended by removing the words ~~lined through~~ and adding the words that are <u>underlined</u> as follows:

Chapter 5 – Parks Committee

2-5-1 - Established.

A Parks Committee composed of seven (7) members, appointed by the Mayor, with the consensus of the City Council, shall be established. The Parks Committee members shall appoint a Chairman, Vice-Chairman, and Secretary from their membership. If possible, members shall be appointed from the following entities:

1. One member shall be a member of the Kiwanis Club; and

2. One member shall be a member of the Lions Club; and

3. One member shall be a member of the Rotary Club; and

4. One member shall be a member from the Recreation District elected members or staff; and

<u>5. One member from Revitalize Ontario membership; and</u>

~~5.~~ <u>6</u>. ~~Two~~<u>One</u> (~~2~~<u>1</u>) member~~s~~ shall be a Citize~~n~~s at Large from within the Recreation District; and

~~6.~~<u>7.</u> One member shall be a member of the City Council.

If service clubs are unable to appoint a member within ninety (90) days, the City Council shall appoint from other applicants until a recommendation is provided from the service club.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of February, 2026, by the following vote:

AYES:

NAYES:

ABSENT

SIGNED by the Mayor this ___________day of February, 2026.

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
February 10, 2026

TO:	Mayor and City Council
FROM:	Dan Cummings, City Manager/Community Development Director
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**RESOLUTION #2026-103: APPROVING THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN ONTARIO POLICE SERGEANTS' ASSOCIATION AND THE CITY OF ONTARIO**
DATE:	January 20, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2026-103, A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE ONTARIO POLICE SERGEANTS' ASSOCIATION AND THE CITY OF ONTARIO AS PER THE ATTACHED CBA AND AUTHORIZE THE MAYOR AND CITY MANAGER TO SIGN THE AGREEMENT.

SUMMARY:

City staff and the City Labor Attorney, through Mediation, arrived at an Agreement between the newly formed Ontario Police Sergeants' Association and the City of Ontario.

BACKGROUND:

In 2024, the Oregon Legislators changed Oregon Law to allow Police Sergeants to join an existing Police Association or create their own Police Sergeant Association.

On April 10, 2024, the Ontario Police Sergeants Association (Association) filed a petition under ORS 243.682(2) and OAR 115-025-0030 to certify, without an election, the Association as the exclusive representative of a unit of all police sergeants employed at the City of Ontario (the City). A majority of eligible employees in the proposed bargaining unit signed valid authorization cards designating the Association as the exclusive representative of the proposed bargaining unit.

On April 11, 2024, the Board's Election Coordinator caused a notice of the petition to be posted. Pursuant to the terms of the notice posting and OAR 115-025-0060, objections to the proposed bargaining unit or a request for an election were due within 14 days of the date of the notice posting (i.e., by May 3, 2024). There were no objections to the petition or a request for an election.

On April 4, 2025, the City, through their Labor Attorney, received a letter (via email) containing a Notice of Intent to bargain a contract with the newly formed Ontario Sergeants Association.

On May 21, 2025, representatives from the City of Ontario, which consisted of City Manager Dan Cummings, Acting Police Chief Jason Cooper, Lt. James Swank, Finance Director Kari Ott, and Labor Attorney Adam Collier, met with representatives of the Ontario Police Sergeants Association, their Labor Attorney. At that time, the Association submitted their First Proposal.

Since this is a newly formed Association, a history is being given in a public forum to document the creation of the Ontario Police Sergeants' Association.

June 11, 2025: City submitted a counter-proposal to the Association's First Proposal.
June 18, 2025: Association submitted their second proposal.
July 28, 2025: City and Association met again to negotiate, and the City countered the Association's second proposal.
August 26, 2025: City and Association met, and the Association submitted their third proposal. After meeting and breaking to discuss the City's Counter, the Association presented a fourth proposal. Negotiations ended for the day.
August 29, 2025: Association sent an email about going to mediation.
August 29, 2025: City responded to the Association and agreed to mediation.
September 29, 2025: Association filed a Mediation Request with the State of Oregon Employment Relation Board.
December 8, 2025: City and Association met in mediation with a state-selected mediator. An agreement was made, and the City Attorney was directed to finalize the drafting of the agreement. It was stated that the association would sign the final agreement once they received it from the city.
December 19, 2025: Based on the agreement in Mediation, the City Attorney finalized the agreement, and it was sent to the Association attorney for signing.
January 13, 2026: Association's attorney responded with a question about the agreement.
January 20, 2026: After consulting with city staff, the City Attorney notified the Association that the language in the agreement was exactly as both parties agreed to in mediation.

CURRENT SITUATION:

The Association approved the Agreement and had their presiding President sign the Agreement on February 2, 2026. The Agreement is being presented to the City Council for final approval and ratification.

ANALYSIS:

A. **STRATEGIC PLAN** None.

B. **FINANCIAL** The financial impact is stated within the CBA and fits within the current budget.

C. **TIMING** As agreed by both parties, the conditions are upon ratification of the Agreement, so it needs to be completed in a timely manner.

D. **POLICY/LEGAL** The City Council is the final approving body for this Agreement.

ALTERNATIVES:

The City Council could instruct staff to return to negotiations to work on items addressed by the City Council.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2026-103 and authorize the Mayor and City Manager to sign the Agreement.

ATTACHMENTS:

1. Sgr CBA 02-10-2026 thru 12-31-2027_Association signed
2. Resolution #2026-103 Approving a newly formed CBA between the City and Ontario Sergeants Association

COLLECTIVE BARGAINING AGREEMENT

between the

ONTARIO POLICE SERGEANTS' ASSOCIATION

and the

CITY OF ONTARIO

Upon ratification of the contract
through December 31, 2027

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the City of Ontario, Oregon, hereinafter referred to as the "City" and Ontario Police Sergeants Association, hereinafter referred to as the "Association", and to set forth herein rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto.

ARTICLE 2 – RECOGNITION

Section 1. Included Positions.

The City recognizes the Association as the sole and exclusive bargaining agent for all regular Sergeants in the Police Department.

Section 2. Excluded Positions.

The Association and City agree that retirees working back in the classification of Sergeant are excluded from the bargaining unit. All other job classifications besides Sergeants are excluded from this Agreement.

ARTICLE 3 – EMPLOYEE AND ASSOCIATION RIGHTS

Section 1. Non-Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, political affiliation, sexual orientation or handicap/disability except as provided by law.

The Association shall share equally with the City the responsibility for applying the provisions of this Agreement.

Section 2. Right to Association Rights.

Employees shall have the right to form, join and participate in the activities of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because he/she exercises these rights.

Section 3. Dues Deduction.

The City will begin deducting Association dues and other deductions on behalf of employees who have given written authorization to do so, beginning with completion of the first full month of employment and will continue to make the regular deductions until such time as the

Association notifies the City in writing that the employee has withdrawn his/her membership. The Association will notify the City's Finance Director in writing of the amount of dues to be deducted and any changes to the amount thereafter. The deductions of all dues payers shall be remitted by electronic funds transfer (EFT) to the Association designated account, no later than the tenth (10th) of the month following the month for which the deductions were made. A list of dues paying members shall be provided by the City electronically to an email address provided by the Association. Payroll deductions for insurance purposes shall be submitted in a separate check.

The City agrees to automatically adjust the dues amount or for employees whose base salaries increase or decrease during the term of this Agreement.

Section 4. Notification of Association Coverage.

When a person is hired into the Sergeant classification, the City shall notify him/her that the Association is his/her recognized bargaining representative.

Section 5. Indemnification.

The parties shall cooperate in order that any errors and over/under payments in dues checkoff, withholding or remittance are promptly adjusted. The Association agrees to indemnify, defend and hold harmless the City in its administration of check off provisions of this Agreement.

Section 6. Leaves of Absence.

Upon return from leaves of absence without pay, the City shall reinstate the payroll deduction of Association dues.

Section 7. Association Time (Grievants).

The aggrieved employee and representative shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent.

Section 8. Association Time (Bargaining Team).

One (1) employee appointed by the Association as members of the Association's Collective Bargaining Committee shall be granted time off with pay to negotiate with the City but shall not receive extra pay for so doing.

Section 9. Bulletin Boards.

The City will allow wall space in the Police Station not to exceed 3' x 4' for a locking bulletin board, access to which will remain controlled by the Association President or his/her designee. Such bulletin boards will be supplied by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards, and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and to the business of the Association. A copy of all material to be placed on bulletin boards shall be furnished to the Police Chief or his/her designees before posting. If the City objects to the content of the material, the Association agrees that it will meet to discuss the objection before the material is posted.

ARTICLE 4 – MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole right to conduct the City's business and carry out its obligations, but that such rights are subject to conditions, requirements, and limitations as may be applicable under law (Federal, State, or City), and must be exercised consistently with the provisions of this Agreement. The power and authority which the City has not officially abridged, delegated, or modified by this contract is retained by the City.

The City retains sole and exclusive right to manage and direct its police services, except as expressly limited by the term of this Agreement. By way of illustration and not limitation, the City has the right and is entitled to:

1. Direct its employees;
2. Hire, schedule, transfer, assign, train or retrain employees in positions with the Police Department;
3. Suspend, demote, discharge, or take other appropriate disciplinary action against the employees for just cause;
4. Determine the methods, means, and personnel by which its operations are to be conducted; and
5. Take whatever action may be necessary to carry out its responsibilities in situations of emergency.

ARTICLE 5 – POLICE DEPARTMENT MANUAL

The City agrees to furnish each employee of the bargaining unit with a current paper copy or electronic copy of the Police Department Manual. In accordance with the PECBA, the Association shall have the right to meet, consult, and bargain with the City in the formation and modification of policies of the Police Department Manual that are mandatory subjects, safety issues, and/or which have mandatory impacts. Said manual shall be considered as a supplemental document to this Agreement and by reference is incorporated herein.

ARTICLE 6 – PROBATIONARY PERIOD

Section 1. Probation.

For employees who are hired as "lateral" sergeants, who are DPSST certified at the time of their hire or who can be certified by DPSST through the DPSST police officer equivalency academy, an appointment shall be made for a probationary period of one (1) year from their initial date of hire with the City. This probationary period can be extended by the Chief or designee if, in their opinion, the employee has not satisfactorily completed his/her probation. The probationary period ensures the "lateral officer" is eligible for permanent full-time employment with Ontario Police Department. During this probationary period, an employee may be disciplined or discharged without appeal or recourse to the grievance procedure.

Probationary employees are covered by this Agreement and are represented by the Association but may be discharged by the City without just cause, during their probation, so long as the discharge is for a lawful reason.

Section 2. Promotion.

A promotional appointment to Sergeant shall be made for a probationary period of one (1) year. During this probationary period, if the Chief believes the employee is not qualified to hold the position to which the employee has been appointed, the employee will be returned to the last position held. It is not discipline for an employee to be returned to their previous position due to their failure to satisfactorily complete the probationary period.

ARTICLE 7 – OUTSIDE EMPLOYMENT

Permission to work at outside employment while an employee of the City must be approved in writing by the Chief of Police. A copy of the Chief's written approval shall be provided to the employee and the Association. However, such approval shall not be withheld arbitrarily. In order to be approved, the outside employment must:

1. Be compatible with the employee's City duties;
2. In no way detract from the efficiency of the employee in City duties;
3. In no way be a discredit to City employment; and
4. Not take preference over extra duty required by City employment.

If an employee is employed outside the City, and it is deemed by the Chief of Police that such employment is in violation of one of the four guidelines as set forth above and does so notify the employee, in writing, the employee shall be allowed fifteen (15) days in which to terminate such employment. It is understood that the Chief of Police may at any time revoke permission to hold outside employment. Any such revocation shall be provided, in writing, to the employee and the Association.

ARTICLE 8 – DISCIPLINE, DISCHARGE AND SUSPENSION

Section 1. Disciplinary Measures.

Disciplinary action shall be for just cause in accordance with ORS 243.808 *et seq* and ORS 236.350. Discipline includes the following steps and shall normally be progressive as outlined below, but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

1. Written reprimand
2. Suspension without pay
3. Reduction in salary
4. Demotion

5. Termination

The City shall not impose discipline of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling (verbal or written) is not disciplinary in nature.

Day-to-Day Supervision or Counseling is not discipline. These are less formal means of resolving issues related to daily operations and deficiencies. These forms will serve as evidence for progressive discipline. They will be maintained in a supervisory file to be reviewed and purged (one year following the date of last performance evaluation). Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

This type of documentation will not be maintained in the personnel file (Human Resources), but may be maintained in a department working file until the issue has been resolved and one year following the date of last performance evaluation. If this documentation is used as part of disciplinary action, the documentation of these less formal matters will become part of the written documentation in support of said discipline and forwarded to the personnel file. The documents in the department working file shall be purged; however, nothing in this Agreement shall be interpreted or applied to require the City to purge any record which has been reported to a public database in accordance with ORS 181A.666 *et seq* or which relates to a violation of standards of conduct identified by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline (see ORS 243.706 and ORS 243.812). Formal discipline shall be placed in the employee's personnel file.

Section 2. Due Process.

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based and an opportunity to meet with the decision maker or his/her designee, per Loudermill. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association President or his/her designee and the affected employee with all the documents which are relied upon. If the employee receives an oral or written reprimand, the employee or the Association President, or his/her designee, may submit a written rebuttal, which shall be maintained with the record of reprimand. Upon the filing of a grievance, documents which the City has relied upon shall be provided to the Association President or his/her designee and the affected employee.

Section 3. Avoidance of Embarrassment.

If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

Section 4. Association Representation in Interview and Discipline Process.

The City acknowledges the right of the employee to have, upon request, a representative of the Association or the Association legal representative present at meetings with the employee, which could lead to discipline as defined above in Article 8, Section 1.

Section 5. General Procedures

A. Potential Discipline Situations.
Any employee who will be interviewed at a disciplinary interview concerning an act, which if proven, could reasonably result in disciplinary action will be afforded the following safeguards:

1. The employee and the Association President or his/her designee will be informed in writing that a formal investigation is commencing, at least (48) forty-eight hours prior to any interview unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation. The Association President or his/her designee or employee may request an additional twenty-four (24) hours prior to the interview if necessary. This written notice will include: the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; notice that the employee will be afforded the opportunity to consult with an Association representative or attorney; and notice that the employee and the Association will be provided all available materials the City possesses related to the investigation prior to any final disciplinary decision being made.

   When releasing information to the employee and the Association President or his/her designee, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the workplace or in the City's relationship with a victim. In such event, the City and the Association President or his/her designee shall cooperate to meet appropriate investigative and due process needs.

   In situations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give a verbal or written statement about the use of force.

2. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than a Day-to-Day Supervision or Counseling may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the interview will be rescheduled in accordance with Section 8.5(A)(1).

3. All interviews shall take place at Department facilities, or elsewhere if

mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

4. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payment is made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguous to the employee's shift and the appropriate overtime or irregular hours payment shall be made to the employee.

5. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

6. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.

7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

8. Either the City, the employee, or his/her representative shall record the interview. A copy of the complete recording of the interview of the employee shall be furnished to the Association President or his/her designee, or the City if the City requests the employee or his/her designee's recording. If the recording is transcribed by the City, the employee and the Association President or his/her designee shall be provided a copy thereof.

9. Interviews and investigations shall be concluded without unreasonable delay.

10. The employee and the Association President or his/her designee shall be notified in writing of the results of any investigation. Timelines to conclude the investigation will be pursuant to ORS 236.360.

B. Use of Force Situations.
Employees involved in the use of force or motor vehicle pursuits shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. The City will pay for a debriefing with a psychologist in cases of officers

involved in use of deadly force.

C. Section 5, relating to General Procedures, shall not apply to a criminal investigation conducted by another law enforcement agency. This Section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City only rely upon the involved officer's formal interview statements for all administrative purposes. Should an officer reasonably believe that discipline may result from the informal inquiry, the officer may seek Association representation.

D. Pre-disciplinary hearing/*Loudermill*.
Prior to any discipline being imposed, the employee, or representative, shall be given the opportunity to meet with the person imposing discipline and provide additional evidence or mitigating circumstances related to the action leading to potential discipline. The City will provide sufficient discovery regarding the findings of the investigation, witness statements and evidence relied upon to this point within a reasonable period prior to the pre-disciplinary hearing. The City will not make a final disciplinary decision until after such meeting.

E. Imposing Discipline.
Any employee being disciplined will be given official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct occurred and an explanation of the discipline imposed. If misconduct is proven and covered by the Law Enforcement Standards of Conduct and Discipline (LESC) rules, management will enforce the mandatory or presumptive disciplinary action in accordance with mandatory or presumptive disciplinary action (Matrix). Should the LESC provide updates and/or changes, the City will use the most recent revision at the time the investigation was initiated.

The employee and Association President or designee, upon request, shall be furnished with a copy of the investigation report which shall contain all known material facts of the matter, witness statements, audio recordings, and any other materials relied upon, at no cost. Any additional copies will be charged in accordance with City policy. The employee shall also be furnished with the names of all witnesses and complainants who shall appear against him or her and/or whose statements shall be used against him or her.

F. Personnel File.
Disciplinary actions may be placed in a personnel file. After three (3) years and absent continued similar misconduct, an employee may request removal of the discipline from the personnel file. Prior to placing any document considered "negative" in any employee's personnel file, the employee will be given written (letter or email) notice of the document and may provide a rebuttal for the file.

G. Probationary Employees.
Article 8 (Discipline, Discharge and Suspension) does not apply to any employees in their initial probationary period as set forth in Article 6, Section 1. The provisions of Article 8 apply to promoted employees in their probationary period, except that such employees who fail to successfully complete the probationary period and are returned to their prior position may not grieve the action as it is not considered disciplinary.

ARTICLE 9 – SENIORITY

Section 1. Determination.

Seniority, as used in this Agreement, is determined by the length of an employee's continuous service with the Police Department since his/her date of hire, regardless of changes in classification. The City will provide the Association with a copy of the seniority list in July of each year and shall post the list in a conspicuous place available to all employees. In the event two (2) or more employees hold equal time in any classification, the City will use the employee's date of employment application with the City in deciding which employee is to be deemed the senior employee.

Section 2. Credit for Prior Service for Lateral Sergeant Hires.

The Chief may hire sergeant laterals at a higher step based on prior years of certified service in other states/jurisdictions at year-for-year credit for each full year of service in the other jurisdiction. Year-for-year credit only occurs if the lateral sergeant hire possesses job-specific or classification experience as a sergeant as defined by ORS 133.005 (or similar state statute if outside of Oregon).

Section 3. Job Announcements.

Any job classification within the bargaining unit to be filled by the City shall be posted for a period of five (5) working days, excluding Saturdays, Sundays, and holidays. Following five (5) business days, the job announcement may be publicly advertised. Employees will be selected for the job vacancy on the basis of their qualifications and abilities through a department sanctioned process (e.g., application, interview, competency examination).

ARTICLE 10 – LAYOFF

Section 1. Order of Layoff.

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in their classification. The City will decide in which classification it wishes to lay off employees.

Section 2. Recall.

Employees shall be recalled from layoff in their classification according to their seniority in that classification until twenty-four (24) months from the layoff date. No new employees, temporary employees, or non-regular employees shall be hired in one of the classifications affected by layoff until all employees in that classification on layoff status desiring to return to work have been recalled.

Section 3. Layoff Rights.

The employee may demote to a vacant Police Officer position. An employee who demotes shall remain at the same years of service salary step within their new classification.

Section 4. Notice of Transfer to Another Agency.

In the event City Council is presented or receives a resolution to transfer bargaining unit work to a different government entity, absent exigent circumstances, the City shall notice OPA, in writing, within five (5) days. Any such transfer of bargaining unit work shall be made in accordance with ORS 236.605 and ORS Chapter 190.

ARTICLE 11 – HOURS OF WORK

Section 1. Schedule.

A normal work shift shall consist of eight (8) consecutive hours under the five-eight schedule or ten (10) consecutive hours under the four-ten schedule. There will be no splitting of hours/days for pay purposes. For each shift, employees shall be allowed one-half (1/2) hour for lunch and remain subject to call. For each four (4) hours of a shift, employees shall be allowed one break of fifteen (15) minutes. All employees are required to follow City policies during such paid rest periods. Paid rest periods shall not interfere with or be detrimental to public safety and employees shall remain subject to call during each paid rest period.

Shift hours of work will be assigned by the Chief of Police or their designee to meet the specific supervisory needs of the department.

Advance notice of shift change shall be given forty-eight (48) hours in advance by the Chief of Police or designee, and any notice given less than forty-eight (48) hours in advance will be paid at the overtime rate for the first shift.

Section 3. Work schedule.

Sergeants will work either day shift or swing shift as determined by the Chief or designee to meet the supervisory needs of the Police Department.

Sergeants on day shift shall work either 5-8 hour shifts (Monday-Friday) or 4-10 hour shifts as described above, Monday-Thursday, Tuesday-Friday, or Friday-Monday.

Swing shift sergeants shall work either 5-8 hours shifts (Monday-Friday) or 4-10 hour shifts as described above, either Monday-Thursday, Tuesday-Friday, or Friday-Monday.

Section 4. Shift Bidding.

Sergeants will continue on a rotating shift schedule.

Section 5. Vacation Bidding.

Sergeants will be granted vacation upon approval by the Police Chief or designee on a first come first serve basis that meets the reasonable operating needs of the City.

ARTICLE 12 – OVERTIME

Section 1. Definition.

Overtime shall be paid for any hours worked in excess of the assigned shift and for any hours worked in excess of forty (40) hours in any one (1) work week. The work week begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. Paid leaves, such as accrued sick, vacation, and holiday, count as hours worked for purposes of calculating hours worked in a work week to determine if overtime is due. (For example, if an employee uses accrued vacation during regularly scheduled work hours of the work week, those hours count towards completing a 40-hour work week). Hours worked shall include vacation, holiday, and sick paid time off for purposes of reaching the 40-hour threshold for computing overtime. Overtime will only be paid for hours worked.

Section 2. Form of Compensation.

Overtime shall be paid at one and one-half (1½) times the employee's present hourly rate. Except as provided below, overtime shall be paid on the actual overtime hours worked.

Section 3. Court on Work Day.

Court appearances and preparation for court outside of regular shift hours on a regularly scheduled workday, not less than one (1) hour of overtime.

Section 4. Court on a Day Off.

Court appearances and preparation, excluding Grand Jury, for court on a regularly scheduled day off, not less than three (3) hours of overtime. Grand Jury appearances (virtual) will be compensated at not less than two (2) hours of overtime.

Court appearances and preparation for court on a preapproved scheduled day off utilizing vacation or holiday leave will be compensated as a four (4) hour minimum of overtime.

Section 5. Callout/Recall.

Any callout or recall outside the normal work shift, not less than two (2) hours overtime.

The City shall have two (2) hours scheduling flexibility at the discretion of management during an employee's work week without the schedule adjustment being subject to the provision of callback or recall. In addition, the City may have four (4) hours of scheduling flexibility if scheduled and posted on the shift schedule with actual notice in writing to the employee, or with mutual consent of the City and the employee, a flex shift may be scheduled within two (2) weeks of the flex shift.

Section 6. Special Assignment on Work Days.

Those employees who are required to attend meetings, or work assignments at times other than their normal work shift, but not considered an extension immediately prior to or immediately after the regularly assigned shift, shall be compensated for their time at the overtime rate with a minimum of two (2) hours on their scheduled work days.

Section 7. Special Assignment on Days Off.

Those employees who are required to attend meetings, or work assignments on their regularly scheduled day off, shall be compensated at the overtime rate with a minimum of one (1) hour.

Meetings and work assignments on a pre-approved scheduled day off utilizing vacation or holiday time will be compensated as a (1) hour minimum of overtime.

To be eligible for overtime under this Section, employees may not schedule time off after receiving notification of a department meeting or work assignment for the same time and still be eligible for the one (1) hour minimum. If the employee elects to schedule time off under these circumstances, then the employee will be eligible for straight time compensation for only the actual time worked with no minimum.

Section 8. Assignment of Overtime.

The City has the right to assign overtime to meet operational needs. An employee working overtime on a regularly scheduled time off will be paid the actual hours worked at the overtime rate.

Section 9. Shift Trade.

A. Sergeants may trade shifts with written approval prior to the trade from the affected shift supervisor(s).

   Trades are at the sole option of the employees and for their personal convenience (that is, while the City may suggest a trade in a particular circumstance, each employee must be free to refuse to perform such work without sanction, justification or explanation). Employees who trade shall be solely responsible to reciprocate the trade. The City shall not record hours worked on a trade in the time or payroll records of the City; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or callback situation, thereby working contractual overtime before or after the shift as provided for under the terms of this labor agreement, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be "reciprocated" as part of the trade agreement.

Section 10. Fees Forfeiture.

Witness fees or other fees paid to the employees receiving pay for the same time shall be turned over to the City.

Section 11. No Pyramiding.

At no time will the City be required to pay twice for the same hours.

ARTICLE 13 – WAGES

All employees covered by this Agreement shall be paid in accordance with "Schedule A" attached hereto and subject to the following wage adjustments:

Section 1. Wage Adjustments.

At all times, the bottom step of sergeant wage scale will be fifteen percent (15%) above the base wages of the top step police officer. There is a 2.5% spread between each step on the wage scale.

Section 2. Bilingual Premium.

A premium of five percent (5%) of the employee's base salary shall be paid for fluency in Spanish. Fluency shall be determined with a test or other certification process acceptable to the City and to the District Attorney.

Section 3. FTO Incentive.

Sergeants temporarily assigned to perform Field Training Officer (FTO) duties on a day-to-day basis shall be compensated with a 2% pay incentive for each full shift in which they perform FTO responsibilities. This incentive is intended to recognize the additional duties and responsibilities undertaken during their assignment.

To qualify for the FTO pay incentive, the sergeant must conduct FTO functions, including but not limited to:

- Completing Daily Observation Reports (DORs) or similar trainee performance documentation.
- Providing training, evaluation, and mentoring to trainees under department-approved FTO standards and procedures.
- Ensuring compliance with all department policies, procedures, and training objectives related to the FTO program.
- Participating in FTO debriefings, evaluations, or administrative reviews related to the trainee's progress.

The 2% incentive is only applicable on days when the Sergeant is officially designated to fill in as an FTO and is performing FTO-related duties. The Sergeant must be certified as an FTO before being assigned to fill in as an FTO. The temporary FTO assignment must be approved in advance by a supervisor and will be documented on their timecard for payroll purposes.

Section 4. Drug Recognition Expert.

A premium of two percent (2%) of the employee's base salary shall be paid for an officer who is state certified and International Association of Chiefs of Police credentialed Drug Recognition Expert and is actively performing drug evaluations.

Section 5. Payment Upon Employment Termination.

A regular employee terminating employment (voluntary, involuntary, retirement, layoff) with the City will be paid any earned and unpaid wages then due plus any accumulated and unused vacation pay to which the employee is entitled. Payment will be made in accordance with the requirements of Oregon Law.

ARTICLE 14 – WORKING OUT OF CLASSIFICATION

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than fifteen (15) consecutive calendar days, the employee shall be paid at what would be the next higher salary step from the first day of the assignment for the full period of the assignment.

ARTICLE 15 – HOLIDAYS

Section 1. Holidays.

The following days shall be recognized by the City as official holidays:

1. New Year's Day - January 1
2. Martin Luther King, Jr. Day
3. Presidents' Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day July 4
6. Labor Day (1st Monday in September)
7. Veterans' Day - November 11
8. Thanksgiving Day
9. Day after Thanksgiving Day

10. Christmas Day

Section 2. Holiday Pay.

Any employee who works on one of the above holidays will be paid double time (2x) the employee's regular hourly rate of pay for any hours the employee actually worked on that holiday. The time span of a designated holiday shall be a twenty-four (24)-hour period of time from 12:01 a.m. to 11:59 p.m.

Section 3. Holiday Leave.

A leave bank is established in lieu of increasing traditional holidays. Each employee will earn 1.66 hours of Holiday leave per full calendar month of paid employment (pro-rata share if the employee is less than full-time), with an annual maximum accrual of twenty (20) hours.

Holiday leave may be taken, once earned, at a time mutually agreeable between the employee and employee's supervisor.

A. Excess Accrual.
Leave accrued in excess of twenty (20) hours will be lost, unless an employee has submitted a written request to use holiday leave with twenty-eight (28) days' notice, and the use of leave is denied. Only those hours which accrued in excess of twenty (20) hours, for the month that leave was denied will be authorized for cash compensation (maximum of two [2] hours). The rate of pay will be the hourly rate of the employee.

A copy of the denial must be submitted to the supervisor approving the employee's time card in the month of denial.

B. Separation of Service.
Upon separation from employment with the City, accrued holiday leave will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee.

ARTICLE 16 – VACATIONS

Section 1. Accrual.

Effective upon ratification of the contract, paid vacation time for full-time employees shall accrue at the following rates per year:

1 month through 71 months of employment (1 - 6 years)	144 hours per year
72 months through 143 months of employment (6 - 12 years)	168 hours per year
144 months through 203 months of employment (12 - 17 years)	192 hours per year

204 months through 263 months of employment (17 - 22 years)	216 hours per year
264 months or more of employment (more than 22 years)	228 hours per year

An employee who has not completed his/her probationary period is not eligible to take vacation unless approved in writing by the supervisor and will not be paid for accrued vacation if the employee does not satisfactorily complete the probationary period prior to employment termination.

Section 2. Maximum Accumulation.

An employee can carry a maximum accumulation of vacation of two (2) times the annual rate (example: a five (5)-year employee could have a maximum amount of vacation of one hundred and eighty (180) hours.

Ongoing vacation accruals are forfeited once this maximum is reached.

Section 3. Vacation Buyback.

Employees who earn eighty (80) hours or more of vacation annually shall have the option of receiving forty (40) hours of pay in lieu of up to one (1) week's vacation: (a) if the pay is taken concurrently with a week of vacation, or (b) if taken as pay in the November paycheck. This option may be taken once per year, but only if adequate vacation has been accrued to provide for said option.

Employees who earn one hundred twenty (120) hours or more of vacation annually shall also have the option of taking an additional forty (40) hours of vacation in pay following the same rules above.

ARTICLE 17 – LEAVES

Section 1. Sick Leave.

A. Accrual.
For the sole purpose of providing financial security to employees and their families, all permanent full-time employees and all probationary employees with three (3) months' service are allowed sick leave for non-occupational disability with full pay. A lateral employee shall earn twenty (20) hours per month during the first year of service and ten (10) hours per month thereafter up to a maximum of twelve hundred and eighty (1280) hours. A newly promoted sergeant shall earn ten (10) hours per month each year. If an employee, because of catastrophic illness, injury, or a serious health care condition as defined by OFLA/FMLA/Paid Leave Oregon, has exhausted his/her accumulated sick leave and requests, in writing, an extension of sick leave, the written request shall be submitted to the City Manager for written approval by the City Manager of an extension not to exceed a maximum of one hundred seventy-one (171) hours. Unused accumulated sick leave during a calendar year shall be carried to the credit of the employee the next year, provided that such accumulation does not at any

time exceed twelve hundred and eighty (1280) hours. In the event an employee exhausts all their vacation and sick leave as a result of a long-term illness or injury, a fellow employee may donate up to forty (40) hours of their own accrued vacation hours.

B. Use and Verification.
Sick leave is provided as an insurance against an employee's illness and inability to work; in no sense is it a right which the employee can use for any purpose other than actual illness or accident causing personal disability, except as otherwise required by law. An employee may use sick leave for any purposes allowed by state or federal law. Abuse of this privilege shall be cause for dismissal. The Chief of Police or Human Resources Manager may require an HCP certification of illness or fitness for duty for any sick leave of more than three consecutive days and/or in cases of suspected abuse.

C. Upon termination of employment, employees will be paid for unused and accrued sick time at the following rate:

   a. Employees with at least fifteen (15) years of continuous employment will receive 50% of their balance.

Section 2. Leave of Absence.

A non-probationary employee may be granted leave of absence without pay when the work of the department will not be handicapped by this absence. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the department head or City Manager.

Leaves of absence up to two (2) weeks without pay may be granted by the department head. Leaves of absence for longer than two (2) weeks must be approved by the City Manager.

Section 3. Jury Duty.

When an employee is called for jury duty as a citizen during a regularly schedule work shift, he/she will be paid his/her regular salary and turn over to the City any jury duty pay received, excluding mileage reimbursement.

Section 4. Military Leave.

Military leave will be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advanced written notice using the Leave Request form is required unless military necessity prevents this. The City supports our Armed Services and, in addition to applicable Federal and/or State Law, will grant each service member up to forty (40) hours of paid military leave each calendar year.

Section 5. Compassionate Leave.

If an employee must lose work because of a death in the immediate family (spouse, child, parent, brother, sister, parent of present living spouse and/or grandparents of employee and present living spouse, Registered domestic partner) an employee shall be excused. without loss of pay, for up to a maximum of three (3) shifts (and receive his/her normal rate of pay. A brother-in-law or sister-in-law shall be considered a member of the immediate family of an employee for purposes of compassionate leave at the discretion of the Police Chief. An additional shift may be granted if extensive travel is involved. If an employee must lose work due to his/her service as a pallbearer, he/she shall be reimbursed for such lost work at the employee's straight-time hourly rate up to a maximum of four (4) hours pay. Leaves provided under OFLA are concurrent to leaves provided in this Section.

Section 6. Conferences and Conventions.

Decisions concerning attendance at conferences, conventions or other meetings at City expense will be made by the department head with the approval of the City Manager. Members of professional societies will be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.

Section 7. Maternity, Parental and Family Leave.

Family leave and medical leave will be granted in accordance with federal (FMLA) and state (OFLA) law and as provided in the City personnel policy manual.

ARTICLE 18 – HEALTH AND WELLNESS

The goal of the fitness program is intended to encourage all members to adopt and maintain healthier lifestyles by achieving and maintaining higher levels of mental and physical fitness.

Section 1. Fitness Program.

Voluntary Program. The Fitness Program is entirely voluntary for any OPSA bargaining unit member. No member shall suffer any adverse job action for refusing to participate. Moreover, no member who participates in the fitness program shall suffer any adverse job action should the member fail to achieve any fitness testing standard. Because the Fitness Program is voluntary, employees will not be paid for the time they spend participating in the Fitness Program.

Section 2. Program Components.

A. No member may participate in the physical fitness program unless he/she signs a statement confirming the member has no known medical or other condition which would restrict his or her participation in the program.

B. The Fitness Program shall have two (2) components: (1) Mental Health screening and assessment and (2) fitness testing.

C. Mental Health Screening Assessment. Members must participate in an annual mental health screening to be eligible for the fitness tier incentives. Mental Health screening services are offered under the City's health insurance plan, EAP, or other community mental health providers.

Section 3. Fitness Testing.

A. The ORPAT will be administered on an annual basis utilizing the DPSST police officer standard on a date(s) determined by the City. Employees will be given one opportunity to successfully complete the ORPAT.

B. The grading standards are categorized into Acceptable and Superior. The Tier 1 time is based on the minimal acceptable time limit set by DPSST for the ORPAT.

1. Tiers

i. Tier 1 – Acceptable (5 minutes and 30 seconds or below) - $200.00 and one full day off (10 hours)

ii. Tier 2 – Superior (4 minutes or below) - $350.00 and one full day off (10 hours)

C. Employee Availability.
If a member is on approved light duty assignment, injury, or sick leave on his or her assigned testing date, the member will be given one opportunity to make up the test at a later date and time.

D. Mental Health Program.
Information shared during sessions are kept confidential with the City receiving only confirmation of who attended. Mental Health assessments in conjunction with the Fitness Program are not "fitness for duty evaluations" as described in Article 17.

ARTICLE 19 – INSURANCE BENEFITS

Section 1. Health Insurance.

Employees are eligible for insurance on the first of the month following their date of hire. Eligibility is subject to the terms of the insurance carrier. Bargaining note: Effective July 1, 2015, the insurance carrier will not provide benefits to domestic partners except for Registered Domestic Partners under ORS 106.300 et seq.

The City will provide full-time employees and their dependents Regence Copay Plan F, with RX, Vision VSP A, Alternative Care Chiropractic and Hearing Aid rider.

A summary of the Regence Copay Plan F with Alternative Care plan and Hearing Aids is attached as Appendix "C." For the purposes of this Article, full time is considered working 30 hours or more per week.

Section 2. Vision Care.

For the term of the Agreement, the City shall provide all full-time employees with CIS Vision Plan -VSP A.

Section 3. Retiree Medical.

Pursuant to State and Federal Laws, the City offers retired employees access to continuation of plan benefits as provided by the carrier. The retired employee is responsible for all associated costs and premiums.

Section 4. Section 125 Cafeteria Plan.

The City will provide employees the opportunity to participate in an Internal Revenue Service, Section 125, cafeteria plan as allowed by IRS regulations.

Section 5. Life Insurance.

For the term of this Agreement, the City shall furnish to each employee $20,000.00 of term life insurance coverage. At the employee's expense, the employee may upgrade the life insurance coverage amount subject to the provider's conditions.

Section 6. On-the-Job Injury Insurance.

All employees are covered for accidents on the job under Workers' Compensation. When an employee must take time off by reason of an occupational disability, he/she will receive compensation from Workers' Compensation.

In addition, at the employee's option, the employee shall have the ability to receive the difference between the loss-time benefit compensation and his/her net regular salary after taxes, one-half of which shall be paid by the City and the half charged to the employee's accrued sick leave and/or vacation.

Section 7. Insurance Reopener.

In the event a currently offered health, dental, or vision plan is no longer available, the parties agree to reopen for bargaining in regard to the eliminated plan(s).

Section 8. Indemnification Against Liability.

The City agrees to provide one million dollars ($1,000,000) on-the-job personal liability insurance at no cost to the employee.

Section 9. Employee Premium Contribution.

The City will pay the full premiums (100%) for health, dental and vision insurance, as referenced in Sections 1, 2 and 3 for the CIS HDHP plan up to December 31, 2015. The City will pay premiums (100%) for health, dental and vision insurance, as referenced in Sections 1, 2 and 3 for CISCO-PAY B.

Section 10. Health Savings Account/Other.

1. For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, TricareN A or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

Section 11. Additional Coverage.

The Association will ensure that all eligible members of the Ontario Police Sergeants Association are enrolled as participants for benefits and coverage provided by the Fraternal Order of Police (FOP) Legal Defense Fund (LDF) – Two Coverage.

During the first calendar week of December, March, June and September of each year, the City and Association shall cooperate to ascertain the amount due to FOP LDF by reason of participants' enrollment coverage relating to services and representation in civil and criminal actions. The City shall pay the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to FOP on or before the due dates of December 31, March 31, June 30 and September 30.

The Association agrees to hold the City harmless for any failure on behalf of the Association to pay adequate amounts to FOP LDF for coverage after payment is paid by the City to the Association.

ARTICLE 20 – RETIREMENT

Section 1. PERS Membership.

The City agrees to continue to participate in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) or its successor.

Section 2. PERS Pickup.

The City will pick up the employee's contribution to the Individual Account Program (IAP) and/or Oregon Public Employees Retirement System, as lawfully appropriate, upon completion of six (6) full months of employment. The City shall comply with the various provisions of the Oregon Revised Statutes regarding salary, final average salary and pick up of employee contributions.

ARTICLE 21 – UNIFORMS

Section 1. Issuance and Cleaning.

All uniforms and equipment as required by the City shall be provided by the City. Uniform cleaning paid by the City, includes Class A uniform and winter coat. Sworn personnel are authorized two (2) winter coat and four (4) Class A uniform dry cleanings per calendar year. Certain circumstances may require cleanings in excess of this limit, but shall be approved by the Chief of Police or his/her designee.

Section 2. Replacement.

When a uniform is returned to the City because of wear, size or damage, it shall be replaced as soon as possible.

Section 3. Court Appearances.

A sergeant on overtime for court appearance shall be in uniform regardless of the court involved.

Section 4. Boot Allowance.

The City agrees to provide sergeants with uniforms and boots and replace when necessary.

During the term of this Agreement, sergeants will be reimbursed for up to three-hundred and fifty ($350) for the purchase of approved footwear. This may be for multiple pairs of approved footwear during the three (3) year period. Footwear damaged in the line of duty shall not be counted against an employee's reimbursement allowance.

ARTICLE 22 – MILEAGE AND LODGING

The parties agree to rely on the City's Financial Policies, Travel and Expense, 1.10. In the event the City contemplates a change in policy, the City will provide notice of change and opportunity to request to bargain under ORS 243.698.

ARTICLE 23 – PERSONNEL FILE

Section 1. Employee Access.

Each employee shall have the right to review the contents of his/her own personnel and working files. At his/her option, he/she may request to be accompanied by an Association representative of his/her choosing. An Association representative may also have access to, right of review and copies of the materials in an employee's personnel file when the materials requested by the Association representative have a direct, probable or relevant connection to an ongoing PECBA matter between the City, the Association and/or the employee. No material in the personnel file shall be altered, removed or in any other way changed by an employee and/or an Association representative who is reviewing the files. A City representative may choose to be present during review.

Section 2. Access of Others.

Access to a staff member's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein and such clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with the provisions of ORS 192.501-505. Access to files shall also be granted to agencies granted that privilege by federal and state laws.

Any time the employee's personnel file or a copy of that file leaves the control of the City, the employee will be notified, in writing, at least three (3) business days prior to the release. Routine releases to the City Attorney or District Attorney of certification records (intoxilyzer, radar, etc.) will not require written notification to the employee.

Section 3. Adverse Entries.

No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not bear the signature of the employee or employee initials, except notice of discharge. The employee shall be required to sign material to be placed in his/her personnel files provided the following disclaimer is attached:

"Employee's signature or initials confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available within five (5) working days to sign the material, the City may place the material in the files provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee and the Association President at their addresses of record.

Section 4. Removal of Certain Discipline.

Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary and shall be removed no later than three (3) years after they have been placed in the employee's personnel file unless required by state law to be held longer. If a subsequent disciplinary action(s) of a similar nature is imposed prior to removal of a record of discipline under this Section, the time for removal shall be computed from the subsequent disciplinary action. Once removed, material may be retained in a sealed file, but shall not be considered by the City for any purpose, except for showing notice of a rule or policy when just cause discipline of an employee is at issue.

Section 5. Admissibility of Disciplinary Proceedings.

Materials placed in the personnel record of an employee without conforming with the provisions of this Article shall not be permitted to be used by the City in any disciplinary proceeding involving the employee. Said materials may be removed earlier upon mutual agreement between the employee and his/her supervisor.

Section 6. Retention of Commendations.

Written commendations shall become a permanent part of the employee's personnel file, and the employee shall be furnished a copy of all such material at the time it is placed in the employee's personnel file.

ARTICLE 24 – GRIEVANCE PROCEDURE

Section 1. Grievance Defined.

A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or change in City procedure which impacts wages, hours, or working conditions, or an alleged violation of this Agreement.

Section 2. Grievance Procedure.

A grievance shall be resolved through the following procedure:

> **Step 1:** In cases involving a complaint by an employee or employees, the representative of the Association or the aggrieved employee or employees, with or without the presence of the representative of the Association, shall present the grievance, within fourteen (14) calendar days after it arises, to the immediate supervisor in a written or electronic format. The grievance must specifically identify the nature of the complaint and relevant facts, the articles/sections of the contract alleged to have been violated, and the requested remedy. The supervisor shall respond in writing to the grievant within fourteen (14) calendar days from the receipt of such grievance.
>
> **Step 2:** If the grievance still remains unsettled at Step 1, within fourteen (14) calendar days from receipt of the Step 1 denial, or within fourteen (14) calendar days of when a written Step 1 response was due from the immediate supervisor, the grievance may be submitted to the Police Chief. The Police Chief shall respond in writing to the grievant and the Association within fourteen (14) calendar days from the receipt of such Step 2 grievance.
>
> **Step 3:** If the grievance still remains unsettled at Step 2, within fourteen (14) calendar days from receipt of the Step 2 denial, or within fourteen (14) calendar days of when a written Step 2 response was due from the Police Chief, the grievance may be submitted to the City Manager. If the grievance is not satisfactorily resolved within fourteen (14)

calendar days after being received by the City Manager, the employee or his/her designated representative will notify the City Manager of their intent to arbitrate.

Step 4: For matters other than misconduct as defined in ORS 243.706 et seq., if the grievance is still unsettled, either party may within fourteen (14) calendar days of the decision of the City Manager or their designee(s) under Step 3 have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Association. If the parties are unable to agree upon an arbitrator, the Employment Relations Board shall be requested to submit a list of seven names of Oregon and Washington arbitrators. Both the City and the Association shall have the right to strike three names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The arbitrator's decision shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented. Their decision shall be based solely upon their interpretation of the meaning and express language of the agreement. Expenses for the arbitrator shall be borne by the losing party as designated by the arbitrator. However, each party shall be responsible for compensating its own representatives and witnesses.

For arbitration proceedings involving alleged sergeant misconduct, the hearing will be conducted and the parties will select arbitrators pursuant to ORS 243.706.

The arbitrator shall be asked to render a decision within thirty (30) days of the termination of the hearing. The decision of the arbitrator shall be final and binding on both parties.

Section 3. Waiver of Timelines, Withdrawal.

Any time limits specified in the grievance procedure may be waived or extended by mutual prior consent of the parties. Grievance communications may be transmitted in writing or electronically.

ARTICLE 25 – FUNDING

The parties recognize the revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement, and makes no guarantee as to passage of such budget requests or voter approval thereof. In the event the City finds it is unable to fund the economic provisions of this Agreement, then, at the request of either party to this Agreement, economic provisions of this Agreement will be reopened for negotiations.

ARTICLE 26 – SAVINGS CLAUSE

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or City law, the remainder of the provisions of this Agreement shall be considered as severable and remain in full force and effect for the duration of this Agreement.

ARTICLE 27 – CONCLUSION OF COLLECTIVE NEGOTIATIONS

Section 1. Completion of Bargaining.

The parties acknowledge that during collective bargaining negotiations, each party has an unlimited right and opportunity to make demands with respect to all matters appropriate for bargaining and have fully settled them for the term of this Agreement.

Section 2. Mid-Contract Changes.

The Agreement may be amended, altered or added to by written agreement of both parties.

Section 3. Successorship: Scope.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the change of any kind of ownership, management or governmental entity of either party hereto. All terms and conditions of employment not covered by this Agreement shall continue to be maintained as the status quo subject to the Police Department's direction and control and/or bargaining as required by the PECBA.

Section 4. Gender Neutral.

All reference to employees in this Agreement refers to both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 28 – TERM OF AGREEMENT

Section 1. Term.

This Agreement shall become effective upon execution and shall remain in effect through December 31, 2027. It shall be automatically renewed from year to year, thereafter, unless either party shall notify the other in writing not later than July 1 of the expiring year that it desires to bargain a successor agreement. This Agreement shall remain in full force and effect during the period of any negotiations for a successor Agreement.

EXECUTED by the parties the dates indicated below:

ONTARIO POLICE SERGEANTS' ASSOCIATION	**CITY OF ONTARIO**
Jon Laurenson, President	Deborah K. Folden, Mayor
2/2/26 Date	Date
	Dan Cummings, City Manager
	Date

APPENDIX A – WAGE SCALE

2026 Rates (Effective Upon Ratification)

Step 1: $47.20

Step 2 (upon receiving DPSST Supervisor certification): $48.38

Step 3 (two years after receiving Supervisor certification): $49.59

Step 4 (two years after Step 3): $50.83

Step 5 (two years after Step 4): $52.10

[NOTE: Existing Sergeants will be placed at Step 2 upon ratification]

APPENDIX B – DRUG AND ALCOHOL POLICY

DRUG AND ALCOHOL POLICY

City of Ontario

The Association, the employees it represents and the Employer are committed to a substance abuse-free working environment that ensures that all deputies are functioning without the influence of drugs or alcohol. The parties recognize that the use of drugs and/or alcohol which adversely affects job performance in any way constitutes a serious threat to the health and safety of the public, the safety of fellow employees and to the efficient operations of the Police Department. Therefore, the parties agree to establish procedures that shall apply if there is reasonable suspicion that an employee is impaired by alcohol or drugs or is in the possession of or engaged in the selling of illegal drugs.

A. *Preconditions to Drug or Alcohol Testing.*

Before any employee may be tested for drugs or alcohol, the City must meet the following prerequesites:

1. All employees of the Association's bargaining unit must be clearly informed of what drugs or substances are prohibited by the City.

2. Any drug testing policy which is applied to the members of the Association's bargaining unit must be applied to all sworn personnel.

3. The City and the Association shall jointly select the laboratories which will perform the testing. Such laboratories will also be used when an Association member is selecting a laboratory.

B. *Grounds for Testing.*

1. Random drug testing of any kind is prohibited.

2. The performance of drug testing by other than taking of urine samples is prohibited, for purposes of this policy.

3. Drug and alcohol testing are permitted if the City possesses facts that give rise to a reasonable suspicion that an employee is currently or has recently been engaging in the use of illegal drugs, in the abuse or illicit use of legal drugs, or has consumed alcohol less than eight (8) hours prior to regularly scheduled work or during work.

4. Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. A supervisory employee will

provide transportation and will arrange for the employee to be taken home after testing, unless the employee's test results have been confirmed as negative.

C. Testing Mechanisms.

1. The following mechanisms shall be used for any drug test performed on a member of the Association:

(a) Any screening test shall be performed using the Radioimmunoassay (RIA) method. If the laboratory selected by the parties does not provide for RIA testing, then any screening test shall be performed by Thin Layer Chromatography (TLC). No positive test results shall be reported to the Employer unless the GC/MS test confirms the positive test results.
(b) Any positive results on the initial screening test shall be confirmed through the use of Gas Chromatography/Mass Spectrometry (GC/MS).

2. The following testing mechanisms shall be used for alcohol tests performed on members of the Association:

(a) Blood alcohol sample will be taken by a medical professional.
(b) Breathalyzer shall be subject to confirmation by blood testing if requested by the employee.

3. The City shall pay for all tests and related costs.

D. Procedures to be used when a sample is given: The following procedure shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee will be required to list all drugs currently being used on a form to be supplied by the collection-testing site. This form, and all documents and information concerning drug testing shall remain confidential, pursuant to the terms below. Samples taken for this purpose shall be reviewed by a Medical Review Officer (MRO) provided by the collection testing site.

2. A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

3. Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will be then be sent or delivered to a testing laboratory mutually agreeable to the City and the Association.

4. The sample will first be tested using the screening procedure set forth in Section C1(a) above. If the sample testes are positive for any prohibited drug, the confirmatory test specified in Section C1(b) above will be employed.

5. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive result within twenty-four (24) hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing and at the employee's expense. This laboratory will be selected from the list compiled by the Association and the City. The City will be given a copy of the results.

6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.

E. Consequences of Positive Results.

1. Reporting for work with alcohol in excess of .02 grams/100 ml in the bloodstream will be a basis for disciplinary action consistent with Art. 8 of the CBA.

2. An employee who has tested positive for the presence of illegal drugs or alcohol pursuant to this Section may be disciplined for just cause or may be referred to an employee assistance program and/or appropriate drug or alcohol counseling/treatment as deemed appropriate by the Employer. Employees may use accrued leave for counseling and treatment.

3. An employee who tests positive shall have the right to challenge the accuracy of the test results. Such employee shall be subject to unannounced testing for a period of one (1) year following the inception of such treatment. If the employee violates the terms of treatment or again tests positive during such period, he/she shall be subject to discipline, up to and including termination.

F. Employee Rights.

1. Once the Association member has been given the opportunity to obtain Association representation, the employee shall have the right to an Association representative up to and including the time the sample is given. The City has the right to obtain a sample within a reasonable time period. Nothing herein shall restrict the employee's right to representation under general law.

2. If at any point the results of the testing procedures specified in Section C above are negative, all further testing shall be discontinued. The employee will be provided a copy of the results and all other copies of the results (including the original) shall be destroyed within twenty four (24) hours after the test results have been received by the City. All positive test results will be kept confidential and will be available only to the Police Chief, the Police Chief's Human Resources Manager, and the employee. Such results may also be used in a proceeding involving discipline or discharge.

3. Employees who voluntarily seek assistance concerning a drug or alcohol problem, prior to detection by the City, shall not be disciplined by the Employer, however, such employees may be assigned to alternative duty if they would pose a direct threat to the health or safety of other employees and the community.

G. Prescription Drugs.

All employees who must use a prescription drug that causes adverse side effects (i.e. drowsiness or impaired reflexes or reaction time), shall inform their supervisor that they are taking such medication according to the advice of a physician. Such employees are responsible for informing their supervisor of the possible effects of the drugs and their performance and the expected duration of its use. If the prescription drug could cause performance or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

H. Drug Free Workplace. The City provides a drug-free workplace pursuant to the Drug Free Workplace Act, 41 U.S.C. §701 et seq. The parties agree that the City may, consistent with the terms of this Agreement, take action to comply with the Drug Free Workplace Act, including publication and distribution of a drug free workplace statement and establishment of a drug-free awareness program.

RESOLUTION #2026-103

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ONTARIO AND THE NEWLY FORMED ONTARIO SERGEANTS' ASSOCIATION

WHEREAS, The City of Ontario has negotiated in good faith with representatives of the Ontario Sergeants' Association; and

WHEREAS, The negotiating staff and the Ontario Sergeants' Association representatives have come to a tentative agreement; and

WHEREAS, The City and the Ontario Sergeants' Association agree to make the benefits and pay at the time of ratification of the contract.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, that Resolution #2026-103, once approved, is the official Collective Bargaining Agreement (CBA) between the City of Ontario and the Ontario Sergeants' Association. This resolution supersedes and eliminates all previous resolutions dealing with Police Sergeants, including, but not limited to, Resolution #2007-133 and Resolution #2015-103.

BE IT FURTHER RESOLVED that the benefits and pay within the CBA are at the time of approval and ratification of this resolution.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 10th day of February, 2026, by by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 10th day of February, 2026.

ATTEST:

____
Deborah K. Folden, Mayor

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
February 10, 2026

TO: Mayor and City Council

FROM: Andy Wood, Airport Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: JUB CONTRACT TO DESIGN AND CONSTRUCT THE HELIPARKING PAD - AIP25

DATE: January 26, 2026

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVES THE CITY MANAGER TO SIGN THE JUB CONTRACT TO DESIGN AND CONSTRUCT THE AIP25 - HELIPARKING PAD.

SUMMARY:

The Ontario Airport Committee requests the approval of the City Council to sign the JUB Agreement to Design and Construct the AIP-25 Heliparking Pad.

BACKGROUND:

FAA AIP Handbook - Order 5100.20C outlines Programming Control and Reporting Procedures Grant–In–Aid Program procedures. The next process is to have the Engineer Agreement AIP25 - Heliparking pad effective as of February 11, 2026, with the project formulation, design, bidding, and construction services.

CURRENT SITUATION:

The ODAV Aviation Review Committee forwarded a recommendation to the ODAV Board to approve the priority one AIP25 Heliparking Pad Project on January 15, 2026.

ANALYSIS:

A. **STRATEGIC PLAN** The IFE process identified JUB fees as $40,000.00 less than Century West Engineering.

B. **FINANCIAL** This project includes design and construction phases of the heliparking pad. Once the COAR Grant is approved, the FAA will reimburse the City of Ontario for the COAR Grant match.

C. **TIMING** The FAA and ODAV agreements are subject to the AIP Project Development Schedule. Engineer's Agreement approval February 2026; Bid Opening March 2026; Grant Issue approximately June–Aug 2026; and Construction Aug–Oct 2026.

D. **POLICY/LEGAL** The FAA standard procedure and process for this project is to have this engineering agreement up front. The COAR Grant for AIP funding is 90% approved by the Aviation Review Committee (ARC) of the Oregon Department of Aviation (ODAV). If there is a failure to comply with the grant conditions, the project funding may be forfeited.

ALTERNATIVES:

Coucnil could choose to delay the design process until the grant is issued and roll city matching funds into the financial year.

RECOMMENDATION:

Staff recommends the City Council approve signing the JUB Agreement to design and construct the AIP25 - Heliparking pad, and authorize the City Manager to sign all relevant documentation.

ATTACHMENTS:

1. ASG_FAA Agreement_2024 (1)

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Construct Helicopter Parking, A.I.P. 3-41-044-025-2026
Ontario Municipal Airport, Oregon

THIS AGREEMENT is effective as of the 10th day of February, 2026 by and between, City of Ontario, 444 SW 4th Street, Ontario, OR 97914 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 2760 W. Excursion Ln, Ste. 400 Meridian, Idaho, 83642, an Idaho Corporation, hereinafter referred to as J-U-B

WHEREAS, the CLIENT intends to: Provide design, bidding, and construction engineering services related to the Construct Helicopter Parking project hereinafter referred to as the “Project”. The services to be performed by J-U-B are hereinafter referred to as the “Services”.

W I T N E S S E T H

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B’S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B’s services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.

B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.

C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.

D. Mitigation work identified in the environmental review.

E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2
CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.

B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.

C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.

E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.

G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.

H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.

I. Promptly prepare and submit reimbursement requests to funding agencies.

J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.

L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

ARTICLE 3
J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed **in Attachment 1 – Scope of Services, Basis of Fee and Schedule.**

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B’s statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.

D. No deductions shall be made from J-U-B’s compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4
GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.

B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.

E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 444 SW 4th Street, Ontario, OR 97914 and to J-U-B at 2760 W. Excursion Lane, Ste 400, Meridian, Idaho, 83642. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Oregon. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Malheur County, Oregon.

4.05 INSURANCE AND INDEMNITY

A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.

B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.

C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT’s officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.

D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.

E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.

F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B’s staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents Such visits by J-U-B’s staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

ARTICLE 5
FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.

C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by CLIENT**: The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:

1. Perform the services within the time specified in this contract or by CLIENT approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant**: J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:

1. employ or retain, or agree to employ or retain, any firm or persons; or
2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:

   1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or

   2. cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29

J-U-B agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A. **Termination of DBE Subcontracts (49 CFR § 26.53(f);**

   J-U-B will not terminate a contracted DBE subcontractor without prior written consent of the Sponsor. This includes, but is not limited to, instances in which J-U-B seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor may provide such written consent only if they agree, for reasons stated in the concurrence document, that the J-U-B has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, J-U-B must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

J-U-B must give the DBE five days to respond to the notice and advise of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve J-U-B's action. If required in a particular case as a matter of public necessity the Sponsor may provide a response period shorter than five days.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

(1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, , sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information

(4) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) J-U-B will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds $25,000 as a “covered transaction”, J-U-B shall verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

1) Checking the System for Award Management at website: http://www.sam.gov
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

5.18 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

5.19 HUMAN TRAFFICKING

A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.

B. For the purpose of this award term, "employee" includes:

   1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award

   2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services

are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

C. For the purposes of this award term only, “forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

D. For the purposes of this award term only, “severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.21 PROHIBITION OF SEGREGATED FACILITIES

(1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(2) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

5.22 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:			
CITY OF ONTARIO		ATTEST	
BY:			
Name:	Dan Cummings	Name:	Tori Barnett
Title:	City Manager	Title:	City Recorder

J-U-B:			
J-U-B ENGINEERS, Inc.		ATTEST	
By:			
Name:	Toby Epler, P.E.	Name:	
Title:	Vice President	Title:	

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- ☒ **Certification For Contracts Grants, Loans, and Cooperative Agreements**
- ☒ **J-U-B Debarment Lookup**
- ☒ **Attachment 1 –** Scope of Services**,** Basis of Fee and Schedule
- ☒ **Attachment 1A** – Detailed Scope of Work
- ☒ **Attachment 1B** – Fee Breakdown
- ☐ **Attachment 2** – Special Provisions
- ☒ **Exhibit A –** Construction Phase Services
- ☐ ______________________________

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

Signed: ______________________________________ Date: ___________________________
Sponsor's Authorized Representative

Title: City Manager

ARTICLE 2
CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.

B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.

C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.

E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.

G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.

H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.

I. Promptly prepare and submit reimbursement requests to funding agencies.

J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.

L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

ARTICLE 3
J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed **in Attachment 1 – Scope of Services, Basis of Fee and Schedule.**

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B’s statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.

D. No deductions shall be made from J-U-B’s compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4
GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.

B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.

E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 444 SW 4th Street, Ontario, OR 97914 and to J-U-B at 2760 W. Excursion Lane, Ste 400, Meridian, Idaho, 83642. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Oregon. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Malheur County, Oregon.

4.05 INSURANCE AND INDEMNITY

A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.

B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.

C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.

D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.

E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.

F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

ARTICLE 5
FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.

C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by CLIENT**: The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:

1. Perform the services within the time specified in this contract or by CLIENT approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant**: J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:

1. employ or retain, or agree to employ or retain, any firm or persons; or
2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:

   1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or

   2. cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29

J-U-B agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A. **Termination of DBE Subcontracts (49 CFR § 26.53(f);**

   J-U-B will not terminate a contracted DBE subcontractor without prior written consent of the Sponsor. This includes, but is not limited to, instances in which J-U-B seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor may provide such written consent only if they agree, for reasons stated in the concurrence document, that the J-U-B has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, J-U-B must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

J-U-B must give the DBE five days to respond to the notice and advise of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve J-U-B's action. If required in a particular case as a matter of public necessity the Sponsor may provide a response period shorter than five days.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

(1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, , sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information

(4) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) J-U-B will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds $25,000 as a “covered transaction”, J-U-B shall verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

1) Checking the System for Award Management at website: http://www.sam.gov
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

5.18 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

5.19 HUMAN TRAFFICKING

A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.

B. For the purpose of this award term, "employee" includes:

   1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award

   2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services

are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

C. For the purposes of this award term only, “forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

D. For the purposes of this award term only, “severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.21 PROHIBITION OF SEGREGATED FACILITIES

(1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(2) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

5.22 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF ONTARIO	ATTEST
BY: ______________________	______________________
Name: Dan Cummings	Name: ______________________
Title: City Manager	Title: ______________________

J-U-B:

J-U-B ENGINEERS, Inc.	ATTEST
By:	
Name: Toby Epler, P.E.	Name: LEE UNTERWEGNER
Title: Vice President	Title: PROJECT MANAGER

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- ☒ **Certification For Contracts Grants, Loans, and Cooperative Agreements**
- ☒ **J-U-B Debarment Lookup**
- ☒ **Attachment 1 –** Scope of Services, Basis of Fee and Schedule
- ☒ **Attachment 1A** – Detailed Scope of Work
- ☒ **Attachment 1B** – Fee Breakdown
- ☐ **Attachment 2** – Special Provisions
- ☒ **Exhibit A** – Construction Phase Services
- ☐ ______________________

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

Signed: ______________________________________ Date: ___________________________

Sponsor's Authorized Representative

Title: City Manager

Exclusions

Actions

Entity Registration
Exclusions
Active Exclusions
Responsibility / Qualification

Entity Information

J-U-B ENGINEERS INC

Active Registration

Unique Entity ID
WU2TGK7D3J49

CAGE/NCAGE
0KJY0

Expiration Date
Nov 10, 2026

Physical Address
2760 W Excursion LN
Meridian, Idaho
83642-5750, United States

Mailing Address
2760 W Excursion Lane
Suite 400
Meridian, Idaho
83642, United States

Purpose of Registration
All Awards

Version
Current Record

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

Feedback

Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners

Policies

- Terms of Use
- Privacy Policy
- Restricted Data Use
- Freedom of Information Act
- Accessibility

Customer Service

- Help
- Check Entity Status
- Federal Service Desk
- External Resources
- Contact

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Construct Helicopter Parking
AIRPORT NAME: Ontario Municipal Airport
CLIENT: City of Ontario
A.I.P. NUMBER: 3-41-0044-025-2026
J-U-B PROJECT NUMBER: 45-25-06200
CLIENT PROJECT NUMBER: ___________________

ATTACHMENT TO

☐ **AGREEMENT DATED: ___________________; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: ___________________**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-41-0044-025-2026 includes the Project Formulation, Design, Bidding, Construction, and Project Closeout Engineering Services for the following Items:

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Preliminary and Final Design Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of sixty thousand one hundred fifty dollars ($60,150.00). See Attachment 1B for a detailed cost breakdown.
2. **Bidding and Construction Phase** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of seventy-eight thousand seven hundred dollars ($78,700.00). See Attachment 1B for a detailed cost breakdown.
3. **Total Project Fees.** Total fees as outlined above are one hundred thirty-eight thousand eight hundred fifty dollars ($138,850.00). See Attachment 1B for a detailed fee breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Design: Winter 2026
Bidding: March 2026
Construction: Summer/Fall 2026
Close Out: Winter/Spring 2027

This Agreement shall be in effect from January 1, 2026 to June 30, 2027. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Oregon
TYPE OF WORK: Federal
R&D: Yes

GROUP: Airport
PROJECT DESCRIPTION(S)**:**

A. Airport (A05)

B. Choose an item.

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Detailed Scope of Work

PROJECT NAME: CONSTRUCT HELICOPTER PARKING
AIRPORT NAME: Ontario Municipal Airport
CLIENT: City of Ontario
A.I.P. NUMBER: 3-41-0044-025-2026
J-U-B PROJECT NUMBER: 45-25-062
CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

☒ **AGREEMENT DATED: ; or**
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-41-0044-025-2026 included the Project Formulation, Design, Bidding, Construction and Project Closeout Engineering Services for the following Items:

- Construct a single helipad to accommodate a Bell 429 Helicopter.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. **Task 010: Project Formulation Phase**

1. Conduct a Pre-Design meeting with CLIENT and FAA at the Airport. The meeting will be held to determine the planning and study issues that will need to be addressed during the design of the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. This spreadsheet will be used for both J-U-B and the Independent Fee estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
4. Provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, Project Layout Map, and overall project estimate.
5. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.

6. Companion FAA and IIJA grants are needed to fund this project. Assist CLIENT with preparation and submittal of two (2) FAA Grant Applications for Federal Assistance for the project, using negotiated consultant fees, actual construction bid results, drawings, and a schedule for FAA submittal prior to beginning of the project.
7. Assist CLIENT in the submittal two (2) sets of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
8. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
    a. Update 2024-2026 three-year goal to include this project since it was not previously included.
    b. Analyze opportunities for DBE participation during construction and assist CLIENT in preparing a three-year goal for 2027-2029 for the ACIP projects.
    c. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in area that could be interested in bidding the project. The conference call would be a 2-hour window, monitored via speakerphone and respond if anyone does call in.
    d. Coordinate CLIENT DBE Goal Advertisements for the new 2027-2029 three-year goal on the CLIENT's website for a minimum of 30 days.
    e. Finalize and submit new 2027-2029 three-year goal to FAA Civil Rights office prior to August 1, 2026, notify FAA ADO in writing once goal has been submitted.
9. Prepare and submit four (4) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms for both grants throughout the project.
10. Attend eight (8) meetings with the Airport Advisory Board and/or City Council during the project in order to keep Airport personnel and management abreast of the progress of the project. Discussions will include project phasing, budget and schedule updates.
11. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eight (8) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

B. **Task 020: Preliminary Design Phase**

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit.
2. Provide or obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

    The primary area to be surveyed is a rectangular area approximately 150'x250' bound by Taxiway A to the west, the GA apron to the south and the perimeter fence to the east The pavement and shoulder surfaces within this area shall be section surveyed on 50-ft stations. The infield and grass surfaces within this area shall be surveyed on a 100-ft by 100-ft grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total area is approximately 4,200 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

The collected data shall be provided electronically to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

3. Review previous geotechnical investigation and report recommendations to determine the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, Grain Size Distribution, approximate ground water depth, and California Bearing Ratio (CBR).
4. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6G. This will include calculating and reporting the Airport Pavement Strength- PCN.
5. Review existing storm water drainage within the project boundary. Evaluate existing drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards and will keep all storm water within the airport site. No additional rubber tired traffic will be generated from the construction of the project since only rotor craft with landing struts are anticipated to use the helipad.
6. Contact FAA Environmental Manager by email to confirm that the project will require a categorical exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.4(e). Prepare a letter request for an environmental determination. The letter will include a detailed project description and an exhibit demonstrating the project disturbance area. Environmental work beyond that described will be considered additional work and may require a contract modification.
7. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data.
8. Prepare preliminary Design Plans (90% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project design will require nine (9) plan sheets including:

   Sheet 1 – Cover
   Sheet 2 – General Plan and Survey Control
   Sheet 3 – General Legend
   Sheet 4 – Operation & Safety Plan
   Sheet 5 – Demolition Plan
   Sheet 6 – Typical Section
   Sheet 7 – Grading & Drainage Plan
   Sheet 8 – Marking Plan
   Sheet 9 – Civil Details

9. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (90% complete) based on latest version of FAA AC 150/5370-10 “Standards for Specifying Construction on Airports” including the current Regional Notice published by the FAA Airports Districts Office.
10. Prepare a preliminary Engineer’s Opinion of Probable Construction Cost Estimate based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.

11. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
12. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
13. Conduct in-house quality control/quality assurance review of preliminary design documents.
14. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the Airport, attendance by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
15. Prepare and submit one (1) FAA Form 7460 to airspace the project construction equipment.
16. Submit preliminary documents to FAA (1 copy) and CLIENT (2 copies) for approval.

C. **Task 030: Final Design Phase**

1. Finalize Bidding and Construction Contract Documents and Technical Specifications based on Peer, CLIENT, and FAA Reviews.
2. Finalize Design Plans based on Peer, CLIENT, and FAA Reviews.
3. Prepare final Construction Safety and Phasing Plan to accommodate varying work components that need to meet prescribed schedules.
4. Complete final quantity calculations and prepare Final Engineer's Opinion of Probable Construction Cost Estimate.
5. Prepare final Engineer's Design Report based on Peer, CLIENT, and FAA Reviews.
6. Submit final documents to FAA (1 copy) and CLIENT (2 copies) for approval.

D. **Task 040: Bidding Phase**

1. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested. Fees for Plan & Specification Reproduction shall be reflected in the "Printing" line below.
2. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
3. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of one Addendum.
4. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
5. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting at Ontario City Hall.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
7. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on "responsiveness" of bid submittal. Provide letter of recommendation of award along with price/cost

analysis in accordance with FAA Order 5100.38D-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

E. **Subtask 050: Construction Phase**

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety and Security Plan, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site.
7. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 20 working days at 10 hours per day plus 2 hours a day for drive time. In addition, the Project Manager will visit the site once a week (4 visits) for 2 hours each visit plus 2 hours of drive time to provide construction review.
8. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
9. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
10. Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on concrete placement only, using a subconsultant. Fees for the QA Testing Firm Subconsultant shall be reflected in the "Subconsultant" line below.
11. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.
12. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
13. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D-Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of two Change Orders.
14. Conduct final and substantial completion inspections. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
15. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT and FAA with copies of

Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

F. **Subtask 060: Project Closeout Phase**

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. A draft copy of the revised ALP will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies with be distributed to the FAA and CLIENT for signatures.
3. Report Disadvantaged Business Enterprise (DBE) project participation to FAA Civil Rights including all calculations and background information for review and approval. (Assume 2-years of Annual Reports).
4. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
5. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to FAA and ODAV.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- No SMS plan is required on this project during the design or other portions of the project.
- No AGIS survey is required for this project.
- No DBE program plan updates are required.
- Construction Management Plan and QA/QC workshop not included since paving costs expected to be less than $500,000

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE: FY 2026 Ontario Municipal Airport Project AIP 3-41-0044-025-2026
CLIENT: City of Ontario, Oregon
JOB NUMBER: 45-25-06200
DATE: December 12, 2025

J-U-B Engineers, Inc. Fee Estimate (Design Phase)

TASK NO	PROJECT TASK	Principal $300.00	Senior Engineer $275.00	Project Manager $230.00	Design Engineer $144.00	CAD Designer $176.00	Environ. Specialist $156.00	Profess. Land Surveyor $280.00	2-Person Survey Crew $280.00	Admin. $91.00	Trips	TOTAL HRS	TASK DIRECT COSTS
010. Project Formulation Phase													
1	Conduct Pre-Design Meeting	2	0	0	0	2	0	0	0	2	1	6	$1,134.00
2	Project Scope Development & Formulation	0	0	4	0	0	0	0	0	0		4	$920.00
3	Prepare Cost Proposal	0	0	4	0	0	0	0	0	0		4	$920.00
4	Prepare IFE package	0	0	2	0	2	0	0	0	0		4	$812.00
5	Prepare Professional Service Agreement	1	0	2	0	0	0	0	0	2		5	$942.00
6	Prepare FAA Grant Applications	1	0	2	10	0	0	0	0	0		13	$2,200.00
7	Prepare FAA Sponsor Certifications	0	0	1	4	0	0	0	0	0		5	$806.00
8	Disadvantage Business Enterprise (DBE)	0	0	3	20	0	0	0	0	0		23	$3,570.00
	Update 2024-2026 DBE Goal	0	0	0	4	0	0	0	0	0		4	
	Prepare 2027-2029 DBE Goal	0	0	2	8	0	0	0	0	0		10	
	DBE Conference Call	0	0	0	4	0	0	0	0	0		4	
	DBE Goal Advertisements	0	0	0	2	0	0	0	0	0		2	
	2027-2029 DBE Goal Submission	0	0	1	2	0	0	0	0	0		3	
9	Prepare FAA Quarterly Reports	0	0	4	8	0	0	0	0	0		12	$2,072.00
10	Attend Advisory Board Meetings	0	0	16	0	0	0	0	0	0	8	16	$3,680.00
11	Prepare Request for Reimbursements	0	0	8	0	0	0	0	0	4		12	$2,204.00
020. Preliminary Design Phase													
1	Perform Site Walk Through	0	0	6	6	0	0	0	0	0	1	12	$2,244.00
2	Coordinate with Surveyor Sub	0	0	4	0	1	0	0	0	0	1	5	$1,096.00
3	Review Previous Geotechnical Information	0	0	2	4	0	0	0	0	0		6	$1,036.00
4	Pavement Section Design	0	0	1	4	0	0	0	0	0		5	$806.00
5	Stormwater Design	0	0	2	2	0	0	0	0	0		4	$748.00
6	Prepare Environmental Documentation	0	0	0	0	0	18	0	0	0		18	$2,808.00
7	Assemble Base Map	0	0	0	0	4	0	0	0	0		4	$704.00
8	Prepare 90% Preliminary Plans	0	0	5	28	12	0	0	0	0		45	$7,294.00
	Cover Sheet	0	0	0	0	2	0	0	0	0		2	
	General Plan and Survey Control	0	0	0	0	2	0	0	0	0		2	
	General Legend	0	0	0	0	2	0	0	0	0		2	
	Operation & Safety Plan	0	0	1	4	0	0	0	0	0		5	
	Demolition Plan	0	0	0	4	1	0	0	0	0		5	
	Typical Sections	0	0	1	4	1	0	0	0	0		6	
	Grading & Drainage Plan	0	0	1	8	2	0	0	0	0		11	
	Marking Plan	0	0	1	4	0	0	0	0	0		5	
	Civil Details	0	0	1	4	2	0	0	0	0		7	

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE: FY 2026 Ontario Municipal Airport Project AIP 3-41-0044-025-2026
CLIENT: City of Ontario, Oregon
JOB NUMBER: 45-25-06200
DATE: December 12, 2025

J-U-B Engineers, Inc. Fee Estimate (Design Phase)

TASK NO	PROJECT TASK	Principal $300.00	Senior Engineer $275.00	Project Manager $230.00	Design Engineer $144.00	CAD Designer $176.00	Environ. Specialist $156.00	Profess. Land Surveyor $280.00	2-Person Survey Crew $280.00	Admin. $91.00	Trips	TOTAL HRS	TASK DIRECT COSTS
9	Prepare 90% Preliminary Contract Docs & Specs	0	0	12	0	0	0	0	0	0		12	$2,760.00
10	Prepare Estimate	0	0	1	2	2	0	0	0	0		5	$870.00
11	Prepare CSPP	0	0	2	12	2	0	0	0	0		16	$2,540.00
12	Prepare Engineer's Design Report	0	0	4	16	0	0	0	0	0		20	$3,224.00
13	Conduct In-House QC Review	4	0	4	0	0	0	0	0	0		8	$2,120.00
14	Hold Preliminary Design Review Meeting	0	0	4	4	0	0	0	0	0	1	8	$1,496.00
15	Prepare 7460	0	0	1	4	0	0	0	0	0		5	$806.00
16	Submit Preliminary Documents to FAA & Owner	0	0	1	0	0	0	0	0	2		3	$412.00
030. Final Design Phase													
1	Finalize Contract Docs & Specs	0	0	4	0	0	0	0	0	0		4	$920.00
2	Finalize Construction Plans	0	0	0	4	4	0	0	0	0		8	$1,280.00
3	Finalize CSPP	0	0	1	4	0	0	0	0	0		5	$806.00
4	Complete Final Quantity Calculations	0	0	1	2	0	0	0	0	0		3	$518.00
5	Finalize Engineer's Design Report	0	0	1	4	0	0	0	0	0		5	$806.00
6	Submit Final Documents to FAA & Owner	0	0	1	0	0	0	0	0	2		3	$412.00
	Sub -Total Design	8	0	103	138	29	18	0	0	12	12	308	$54,966.00

LABOR:

	Principal	Senior Engineer	Project Manager	Design Engineer	CAD Designer	Environ. Specialist	Profess. Land Surveyor	2-Person Survey Crew	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
Labor + Direct Overhead Subtotal + Fixed Fee	8	0	103	138	29	18	0	0	12	12	308	$54,966.00

EXPENSES:

	Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup	
Air Travel	$600.00	0					1.0	$0.00
Mileage	$0.700		12			82	1.0	$688.80
Per Diem	$68.00			0			1.0	$0.00
Lodging	$110.00			0			1.0	$0.00
GPS Survey Unit	$53.94				0		1.0	$0.00
Printing	$200.00				0		1.0	$0.00

SUBCONSULTANTS:

1	Survey Subconsultant	$4,500	1.0	$4,500.00

Subtotal - Labor + Overhead + Fixed Fee $54,966.00

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:	**FY 2026 Ontario Municipal Airport Project AIP 3-41-0044-025-2026**
CLIENT:	**City of Ontario, Oregon**
JOB NUMBER:	**45-25-06200**
DATE:	**December 12, 2025**

J-U-B Engineers, Inc. Fee Estimate (Design Phase)

TASK NO	PROJECT TASK	Principal $300.00	Senior Engineer $275.00	Project Manager $230.00	Design Engineer $144.00	CAD Designer $176.00	Environ. Specialist $156.00	Profess. Land Surveyor $280.00	2-Person Survey Crew $280.00	Admin. $91.00	Trips	TOTAL HRS	TASK DIRECT COSTS
		Subtotal - Expenses											$688.80
		Subtotal - Subconsultants											$4,500.00
		Total - Project Design Fees											**$60,150.00**

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE: FY 2026 Ontario Municipal Airport Project AIP 3-41-0044-025-2026
CLIENT: City of Ontario, Oregon
JOB NUMBER: 45-25-06200
DATE: December 12, 2025

J-U-B Engineers, Inc. Fee Estimate (Bidding & Construction Phase)

TASK NO	PROJECT TASK	Principal $300.00	Senior Engineer $275.00	Project Manager $230.00	Design Engineer $144.00	Construct Observer $137.00	Construct Manager $202.00	GIS Analyst $134.00	2-Person Survey Crew $308.00	Admin. $91.00	Trips	TOTAL HRS	TASK DIRECT COSTS
040. Bidding Phase													
1	Administer Bidding Process	0	0	0	8	0	2	0	0	0		10	$1,556.00
2	Provide Pre-Bid Conference	0	0	0	10	0	6	0	0	1	1	17	$2,743.00
3	Prepare Bid Addendum	0	0	0	4	0	2	0	0	0		6	$980.00
4	Respond to Bidders Questions	0	0	0	4	0	4	0	0	0		8	$1,384.00
5	Conduct Bid Opening	0	0	0	0	0	4	0	0	1	1	5	$899.00
6	Prepare Bid Tabulations	0	0	0	2	0	1	0	0	1		4	$581.00
7	Prepare Bid & Cost Analysis	0	0	0	4	0	2	0	0	1		7	$1,071.00
050. Construction Phase													
1	Prepare Construction Award Documents	0	0	0	4	0	0	0	0	1		5	$667.00
2	Coordinate with FAA & Client on Award	0	0	0	4	0	0	0	0	1		5	$667.00
3	Conduct Pre-Construction Conference	0	0	0	4	4	8	0	0	1	1	17	$2,831.00
4	Review & Coordinate Contractor Schedule	0	0	0	2	0	2	0	0	0		4	$692.00
5	Review Shop Drawings & Submittals	0	0	0	10	0	5	0	0	0		15	$2,450.00
6	Conduct Weekly Construction Meetings	0	0	0	0	0	10	0	0	0		10	$2,020.00
7	Provide Project Representative	0	0	0	0	240	16	0	0	0	24	256	$36,112.00
8	Provide Office Administration Support	4	0	0	8	0	0	0	0	8		20	$3,080.00
9	Review Contractor's Pay Request	0	0	0	0	2	4	0	0	2		8	$1,264.00
10	Monitor QC and Coordinate QA testing	0	0	0	0	2	2	0	0	0		4	$678.00
11	Wage Rate Interviews	0	0	0	0	4	0	0	0	2		6	$730.00
12	Coordinate with FAA & Client	0	0	0	0	0	8	0	0	0		8	$1,616.00
13	Prepare Construction Change Orders	0	0	0	0	0	8	0	0	0		8	$1,616.00
14	Conduct Final & Substantial Completion	0	0	0	0	6	6	0	0	0	2	12	$2,034.00
15	Prepare Record Drawings	0	0	0	2	2	2	0	0	0		6	$966.00
060. Project Close Out Phase													
1	Prepare Final Report	0	0	0	12	0	4	0	0	0		16	$2,536.00
2	Update ALP Drawing	0	0	0	2	0	1	0	0	0		3	$490.00
3	Annual DBE Reporting	0	0	0	6	0	2	0	0	0		8	$1,268.00
4	Assist with Independent Audit	0	0	0	0	0	2	0	0	2		4	$586.00
5	Assist with 5-year CIP	2	0	4	0	0	0	0	0	0	0	6	$1,520.00
	Sub -Total Construction	6	0	4	86	260	101	0	0	21	29	478	$73,037.00
LABOR:													
	Labor + Direct Overhead Subtotal + Fixed Fee	6	0	4	86	260	101	0	0	21	29	478	$73,037.00

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE: FY 2026 Ontario Municipal Airport Project AIP 3-41-0044-025-2026
CLIENT: City of Ontario, Oregon
JOB NUMBER: 45-25-06200
DATE: December 12, 2025

J-U-B Engineers, Inc. Fee Estimate (Bidding & Construction Phase)

TASK NO	PROJECT TASK	Principal $300.00	Senior Engineer $275.00	Project Manager $230.00	Design Engineer $144.00	Construct Observer $137.00	Construct Manager $202.00	GIS Analyst $134.00	2-Person Survey Crew $308.00	Admin. $91.00	Trips	TOTAL HRS	TASK DIRECT COSTS
EXPENSES:		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles		Markup				
	Air Travel	$600.00	0						1.0				$0.00
	Mileage	$0.700		29			82		1.0				$1,664.60
	Per Diem	$68.00			0				1.0				$0.00
	Lodging	$110.00			0				1.0				$0.00
	GPS Survey Unit	$53.94				0			1.0				$0.00
	Printing	$500.00				0			1.0				$0.00
SUBCONSULTANTS:													
1	QA Testing						$4,000		1.0				$4,000.00
		Subtotal - Labor + Overhead + Fixed Fee											$73,037.00
		Subtotal - Expenses											$1,664.60
		Subtotal - Subconsultants											$4,000.00
		Total -Project Bidding & Construction Fees											**$78,700.00**

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
FAA AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

Client Name: City of Ontario **Project**: Construct Helicopter Parking

The FAA Agreement for Professional Services dated _ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☐ Yes
☒ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes
☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes ☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes ☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☒ Yes ☐ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes ☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes ☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☒ Yes ☐ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☒ Yes
☐ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☒ Yes
☐ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☒ Yes
☐ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☒ Yes
☐ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.

6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

8. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval**.**

9. *Inspections, Tests, and System Startups.*

   a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

   b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.

   c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.

   d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.

10. Records.

   a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

   b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.

   c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

   d) Maintain records for use in preparing documentation of the Work.

   e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

    a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.

    c) Furnish to CLIENT copies of all inspection, test, and system startup reports.

    d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

    a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.

    b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.

    c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.

    d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J U B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J U B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J U B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

AGENDA REPORT
NEW BUSINESS
February 10, 2026

TO: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **TASK ORDER (TO) AWARD: ANDERSON PERRY (AP) - WATER MANAGEMENT AND CONSERVATION PLAN (WMCP)**

DATE: January 27, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE ANDERSON PERRY TASK ORDER TO COMPLETE THE WMCP AS REQUIRED BY THE OREGON ADMINISTRATIVE RULES (OAR) IN ACCORDANCE WITH THE OREGON WATER RESOURCES DEPARTMENT, IN THE AMOUNT OF $50,000, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The City last updated their WMCP in 2017. The next update is due no later than December 9, 2026. The purpose of the plan update is to be a guide to develop and implement water management and conservation programs and policies to ensure sustainable use of water resources for municipal and agricultural water users. A completed WMCP provides a description of the water system, identifies the sources of water used by the community, and explains how the water supplier will manage and conserve supplies to meet future needs.

BACKGROUND:

The City last updated their WMCP in 2017. The next update is due no later than December 9, 2026. The purpose of the plan update is to be a guide to develop and implement water management and conservation programs and policies to ensure sustainable use of water resources for municipal and agricultural water users. A completed WMCP provides a description of the water system, identifies the sources of water used by the community, and explains how the water supplier will manage and conserve supplies to meet future needs.

CURRENT SITUATION:

We are in a position to sign Anderson Perry and get this project kicked off. Anderson Perry is assisting the City with their water rights for the new surface intake as well, and are well versed in water rights.

ANALYSIS:

A. **STRATEGIC PLAN** The project is consistent with the goal of the city's Strategic Plan in promoting growth and sustainability.

B. **FINANCIAL** The project will be funded by the Utility Capitalization Fee (UCF).

C. **TIMING** The plan should take around 6 months to complete and is due December 9th of this year.

D. **POLICY/LEGAL** Council is the approving authority for this motion.

ALTERNATIVES:

None. This is a required plan.

RECOMMENDATION:

Staff recommends approving the TO award to Anderson Perry.

ATTACHMENTS:

1. ScpofWrk_Ontario_WtrMgCnPln_53-107-000

EXHIBIT A
SCOPE OF WORK
CITY OF ONTARIO, OREGON
WATER MANAGEMENT AND CONSERVATION PLAN
September 26, 2025

PROJECT UNDERSTANDING

This Scope of Work (SOW) describes the work to be performed by Anderson Perry & Associates, Inc. (Consultant) for the Water Management and Conservation Plan (WMCP) for the City of Ontario (Owner). The Owner's most recent WMCP was completed in 2017. The WMCP will be completed in accordance with the Oregon Water Resources Department (OWRD) requirements outlined in Oregon Administrative Rules, Chapter 690, Division 86, and detailed in the OWRD's 2015 guidebook *Water Management and Conservation Plans: A Guidebook for Oregon Municipal Water Suppliers*. This SOW outlines the anticipated work the Consultant will perform for the WMCP.

PROJECT MANAGEMENT AND COORDINATION

The Consultant will provide project management and coordination of all work included in this SOW.

1. Prepare for and hold a coordination meeting with the Owner to review the project and discuss objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents.

WATER MANAGEMENT AND CONSERVATION PLAN

Upon approval by the Owner for the Consultant to proceed, the Consultant will provide professional services for the WMCP, including the following sections:

Section 1.0 - Overview

The WMCP will include background information consisting of the history of the water supplier, the population of the city, a summary of water right permits, and a general discussion of the water system, including the supply, storage, and distribution facilities. The WMCP will also include a water system overview map depicting key features and a general layout of the primary distribution system piping.

Section 2.0 - Municipal Water Supplier Description

The WMCP will outline aspects of water system operations required to meet municipal needs.

Water use data will be developed using updated information from 2021 through 2024 and compared to the 2021 Water System Master Plan (WSMP) design criteria. A summary of average annual water use, peak season demand, and a comparison of the demands to the existing water rights will be made. A summary of existing water users will be updated and included in the WMCP, including residential, commercial, and governmental users, and the water use characteristics of each. The WMCP will also identify unmetered users (accounts), if any.

The WMCP will evaluate the current water supply's ability to meet anticipated long-term demands. This evaluation will help determine when the current water supply is anticipated to diminish, if at all, and when additional water supply sources may need to be developed.

Section 3.0 - Water Conservation

The WMCP will identify the current water use measurement and reporting program (as the program relates to water conservation) and determine if the program complies with state requirements. A summary of conservation measures already implemented by the Owner and an evaluation of their effectiveness will be included in the WMCP. Typical conservation measures not being implemented will be evaluated for feasibility and appropriateness.

The WMCP will evaluate the implementation of water conservation measures required by the OWRD. Each measure will be evaluated for potential water savings and associated costs. A proposed implementation schedule associated with Owner-selected conservation measures will be provided.

Section 4.0 - Municipal Water Curtailment Plan

The Municipal Water Curtailment Plan will include a description of the frequency and magnitude of any supply deficiencies experienced within the last ten years and an identification of possible scenarios that could result in a potential or complete loss of the ability to meet water demands. With the Owner's assistance, the Municipal Water Curtailment Plan will identify levels of water supply shortfalls that would trigger community action. The Municipal Water Curtailment Plan will have stages of alert for curtailment and a plan of action for a more serious shortage and for a complete loss of the water supply.

Section 5.0 - Municipal Water Supply

The WMCP will include a discussion related to a water service area expansion in terms of location, size, population, and potential occupancy types. The anticipated long-term water demands of the service area for the next 20 years will be projected. If this evaluation identifies the need to develop additional water supply sources within the next 20 years, the effect of implementing water conservation measures will be considered. A conceptual projected schedule for the development of new and/or enhanced water supply sources will be presented.

Water Management and Conservation Plan Development

A meeting will be scheduled with Owner staff to check in once a summary of existing water rights, supply system capacity, and both current and projected demands are developed. The intent of this meeting is to develop an understanding of the Owner's objectives regarding the implementation of potential additional water supply sources, while also considering the benefits of water conservation measures, as well as the implementation schedule related to any required conservation measures.

Following the meeting with Owner staff, a draft WMCP will be produced. Hard copies of the draft WMCP will be presented to Owner staff for review and comment. After comments are received and addressed, a final draft will be submitted to Owner and OWRD staff for review. After comments on the final draft are received and addressed, copies of the finalized WCMP will be prepared and presented to Owner and OWRD staff. The Consultant will coordinate closely with Owner staff to review progress of the work, present information, and assist the Owner in making key decisions relative to the implementation and adoption of the WMCP.

RESPONSIBILITIES OF THE OWNER

Owner staff will work closely with the Consultant during development of the WMCP to review the work and make decisions relative to key issues, select conservation alternatives to be implemented, etc. Owner staff will provide all available data to the Consultant, including water use data, conservation measures completed to date, records, reports, correspondence, and any other information relative to the work being performed by the Consultant. The Owner will pay any agency WMCP review fees.

ASSUMPTIONS

- Owner Public Works staff will provide the available data needed to update and/or reports related to water use, system performance, existing conservation measures, etc., needed to complete the WMCP.
- Owner Public Works staff will provide the top ten water consumers in the city and their annual water use over the last three years.
- No options to pursue additional water rights beyond what the Owner currently has permitted or certificated will be evaluated.
- The water system map contained in the Owner's 2021 WSMP provides adequate information from which an updated map can be produced. Owner Public Works staff will provide any needed edits via a redlined copy of the 2021 system map (i.e., no GIS data conversion is anticipated).
- Any previous water curtailment plans developed by the Owner will be provided to the Consultant.

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Committee Appointments - 2026

Committee	New Term Expiration	Current Member	Applicant
Airport [4 year term]			
Full			
Budget [4 year term]			
Citizen at Large	2029	Vacant	
Business Loan Fund [Perpetual]			
Full			
CLG/Façade Grand [3 year term]			
Full			
Parks [3 year term]			
Kiwanis Representative	2028	Vacant	Sandra Shelton
Revitalize Ontario Representative	2028	Vacant	Tom Thompson
Citizen at Large	2028	Vacant	Tom Thompson
Recreation District Representative	2028	Andrew Maeda	
Planning Commission [4 year term]			
Citizen at Large	2028	Vacant	
Public Works [3 year term]			
Citizen at Large	2028	Al Christiani	
V&C [3 year term]			
Full			

Meeting	Date	Time	Location
Airport	1st Mon/Mo	6:00 p.m.	City Hall
Budget	May/Year	6:00 p.m.	Training Center
Business Loan Fund	As needed	5:00 p.m.	Comm Dev Center
CLGC/Façade Grant	As needed	5:00 p.m.	Comm Dev Center
Parks	3rd Thu/Mo	6:00 p.m.	City Hall
Planning	2nd Mon/Mo	6:00 p.m.	City Hall
Public Works	3rd Tue/Mo	3:00 p.m.	City Hall
V&C	1st Thu/Mo	7:00 a.m.	Chamber Office

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CITY OF ONTARIO
REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: ***City of Ontario -- City Recorder***
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Shelton (Last) Sandra (First,) I (Middle Initial)

HOME ADDRESS: 2038 Center Ave (Street) Payette (City) 83661 (Zip Code)

TELEPHONE: cell 541-709-0112 (Home, Work, Cell, or Business (Include Area Code)) executive.director@mcoacs.org (E-mail Address)

Name of Board, Committee, or Commission for appointment requested:

1. Kiwanian representative on Parks Committee.
2.
3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
Kiwanis CLub	5 years	Vice President
Lions Club	5 years	Vice President
4 Rivers Healthy Community Foundation	4 years	Board Chairman

Employment:

Current Employer:	Position:	Dates of Employment:
Malheur Council on Aging	Executive Director	6-6-2019 to current

Education:

College of Idaho- Master's in Education

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Would like to be a link between Kiwanis and the Parks Committee.

Additional Information you feel may be helpful in considering your request for appointment:

Currently serving on Parks Committee. Also, will be active in TAC.

Sandra Shelton Sandra Shelton
Signature:

January 27, 2026
Date:

Submit Reset

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CITY OF ONTARIO
REQUEST FOR BOARD OR COMMISSION APPOINTMENT

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444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Thompson (Last) Tommie (Tom) (First,) N (Middle Initial)

HOME ADDRESS: 4907 W Cassia St (Street) Boise (City) 83705 (Zip Code)

TELEPHONE: 208-914-5272 (Home, Work, Cell, or Business (Include Area Code)) tom@tewebmail.com (E-mail Address)

Name of Board, Committee, or Commission for appointment requested:

1. Parks Committee 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
Revitalize Ontario	6 years (current)	Vice President
OCA Board and Legislative Comittes	5 years (2018-2024)	Board Director

Employment:

Current Employer:	Position:	Dates of Employment:
SNJ Online, LLC & Hotbox Farms LLC	COO	6/2017 to Current

Education:

Associates of Arts in Criminal Justice and Associates of Liberal Arts w/Socail Work and Psychology Focus

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Revitalize Ontario's primary area of activity focuses on Ontario's downtown, which includes Moore Park.

Additional Information you feel may be helpful in considering your request for appointment:

Participating on the Parks Commitee will help the City and Revitalize work together in real time in a cooperative effort for best outcomes.

Signature:

Date: January 28, 2026

SUBMIT RESET FORM

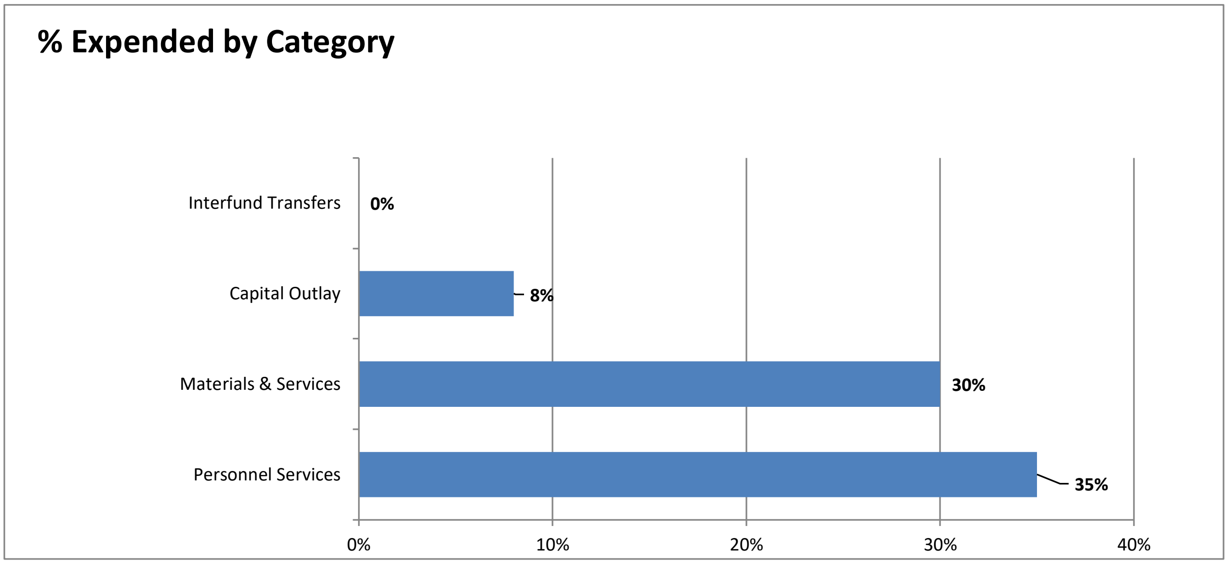
CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
NOVEMBER 30, 2025

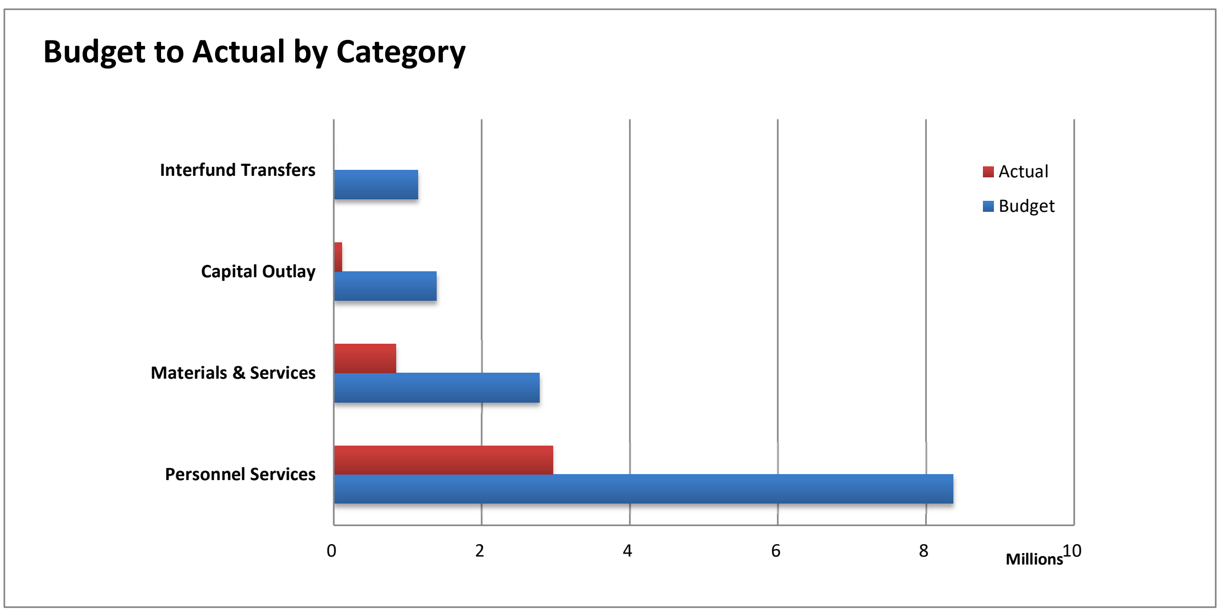
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	*4,695,701*	7,617,616	*162.2%*	
Parks	111,020	67,026	60.4%	
Parks & Recreation	111,020	67,026	60.4%	
Fire	234,492	75,011	32.0%	
Code Enforcement	13,100	3,035	23.2%	
Police	746,885	324,215	43.4%	
Dispensary Business License	130,200	65,800	50.5%	
Public Safety Total	1,124,677	468,061	41.6%	
Interest	85,000	96,133	113.1%	
State Revenue Sharing	145,898	28,147	19.3%	
Administrative Services	497,148	207,145	41.7%	
Other General Revenues	8,000	27,455	343.2%	
Property Taxes	4,733,677	3,841,054	81.1%	
Alcohol Bvg License & Fee	212,129	41,771	19.7%	
Cigarette tax	7,005	2,336	33.3%	
Marijuana tax	2,500,000	-	0.0%	
Franchise Fees	1,877,480	450,340	24.0%	*Quarterly payments*
Cemetery	30,900	15,367	49.7%	
General Government Total	10,097,237	4,709,748	46.6%	
Planning & Zoning	4,000	1,261	31.5%	
Community development	4,000	1,261	31.5%	
Operating Transfers In	48,090	-	0.0%	
Transfer Total	48,090	-	0.0%	
GENERAL FUND REVENUE TOTALS	$ 11,385,024	$ 5,246,096	46.1%	
YTD CURRENT YEAR PROFIT(LOSS)		**$ 1,338,378**		
YTD BUDGET BENCHMARK			***41.7%***	**4.4%**

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
NOVEMBER 30, 2025

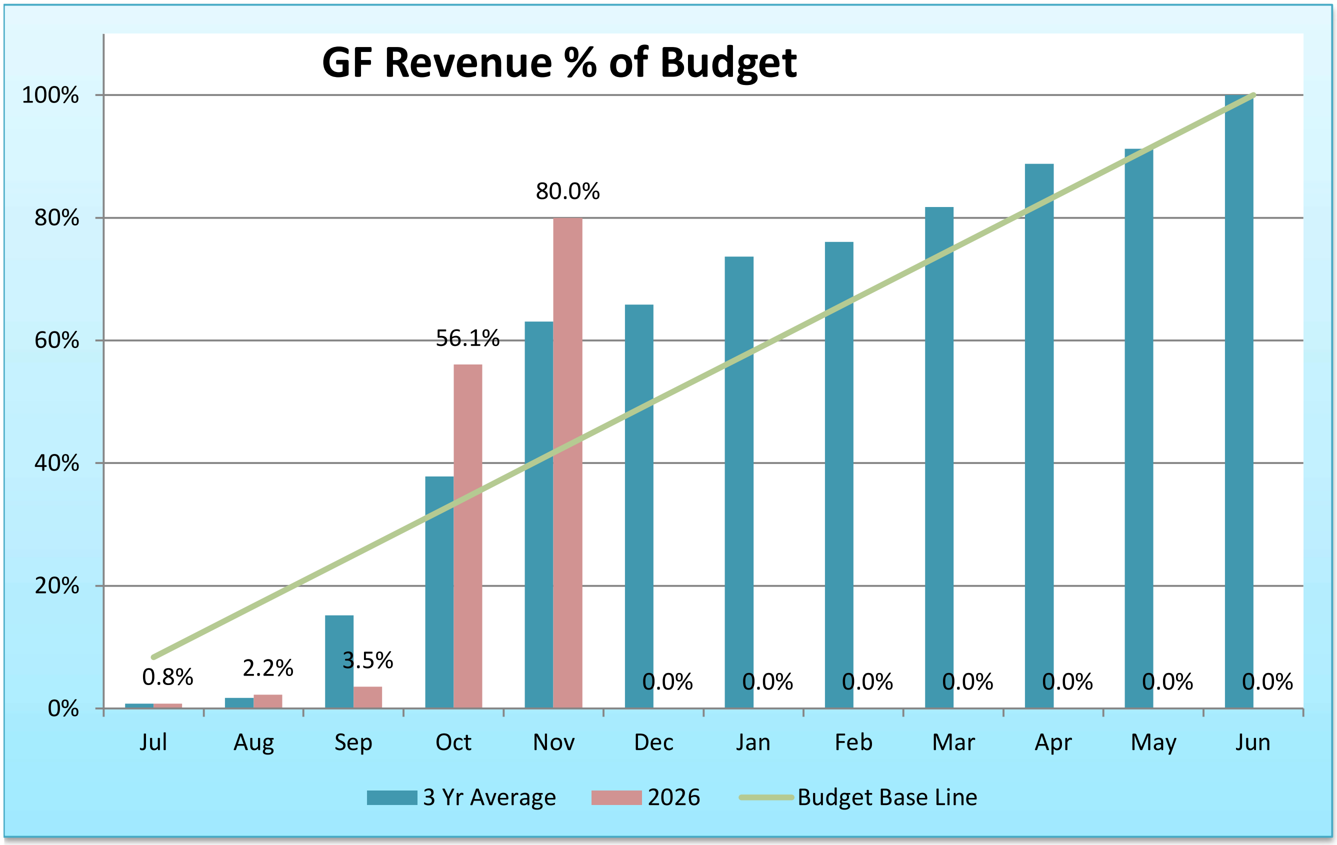
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	476,419	76,286	16.0%	
Parks & Recreation	476,419	76,286	16.0%	
Fire	2,808,489	945,837	33.7%	
Code Enforcement	248,976	47,850	19.2%	
Police	6,004,047	1,879,001	31.3%	
Public Safety Total	9,061,512	2,872,688	31.7%	
Administration	638,385	224,607	35.2%	
City Council	31,857	6,469	20.3%	
Business Registration	1,100	107	9.8%	
Cemetery	140,823	70,411	50.0%	Jacobs contract prepaid
Finance	286,138	106,695	37.3%	
Technology	303,774	95,099	31.3%	
		-		
General Government Total	1,402,077	503,388	35.9%	
Community development	174,421	69,657	39.9%	
Community Development	174,421	69,657	39.9%	
Administrative Overhead	1,009,600	360,829	35.7%	
Non-Departmental Contributions	454,500	24,871	5.5%	
Other Total	1,464,100	385,700	26.3%	
Operating Transfers Out	1,090,544	-	0.0%	
GENERAL FUND TOTALS	$ 13,669,073	$ 3,907,719	28.6%	
YTD BUDGET BENCHMARK			***41.7%***	13.1%

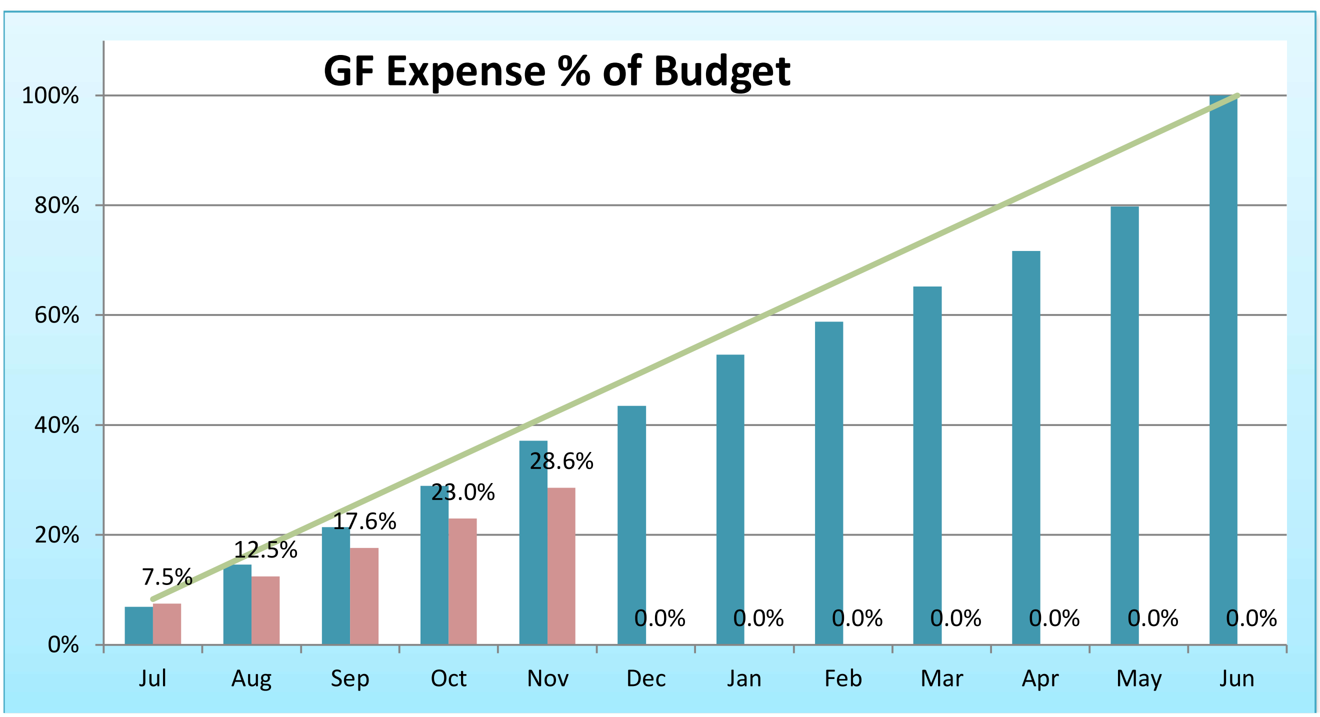
CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
NOVEMBER 30, 2025





CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
NOVEMBER 30, 2025





CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
NOVEMBER 30, 2025

DEPARTMENT/FUND	REVENUES BUDGET	REVENUES ACTUAL	% REALIZED		EXPENDITURES BUDGET	EXPENDITURES ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	31,549	22,495	71.3%		31,549	-	0.0%
010 Grant Fund	1,200,977	376,891	31.4%		1,200,977	129,115	10.8%
027 Building Fund	957,103	1,196,071	125.0%		239,537	123,741	51.7%
030 Capital Projects Fund	6,144,414	6,104,433	99.3%		6,025,437	255,779	4.2%
031 SDC Fund	1,020,771	1,000,504	98.0%		1,020,771	-	0.0%
045 Street Fund	5,452,772	3,283,643	60.2%		5,452,772	1,440,441	26.4%
050 Trust Funds	1,452,158	1,099,978	75.7%		1,452,158	140,723	9.7%
055 Reserve Funds	4,401,625	4,211,060	95.7%		3,721,138	245,724	6.6%
060 Revolving Loan Fund	313,857	300,148	95.6%		313,857	50,000	15.9%
105 Water Fund	6,814,691	5,199,322	76.3%		5,557,324	2,007,379	36.1%
110 Sewer Fund	5,729,717	4,435,734	77.4%		4,613,711	1,680,526	36.4%
115 Storm Sewer Fund	492,466	435,406	88.4%		173,999	63,010	36.2%
120 Airport Fund	273,791	485,500	177.3%		273,791	263,160	96.1%
125 Aquatic Fund	1,029	1,029	100.0%		1,029	-	0.0%

Comments:

YTD BUDGET BENCHMARK	***41.7%***

ONTARIO FIRE & RESCUE

2ND QUARTER (October-December) 2025

PERSONNEL / STAFFING

- OF&R currently operates with a minimum of two firefighter/EMTs per 24-hour shift.
- Our three newly hired career firefighter/EMTs started shiftwork in October of 2025.
- Recent staffing changes include:
  - Career firefighter/EMT Francisco Barrera resigned to move to Medford, OR.
  - Parttime firefighter/EMT Charlotte Rico took a parttime position at Fruitland Fire Department where she currently resides.
  - Parttime probationary firefighter Henry Solis resigned due to difficultly fitting in the fire department, work, school, and the National Guard.

- PROB = Probationary firefighters who are not certified to go interior.
- Junior = High school
- 33% of PT Staff are working towards their NFPA FF1 (interior firefighting certification)

ONTARIO FIRE RESCUE DEPARTMENT

ORG CHART FEBRUARY 2026

14 Full-Time Employees

24 Part-Time Employees

CHIEF BENSON

ADMIN. ASSISTANT BRITTANY WARD

CPT. GAMMAGE

CAREER STAFF

LT. RICO (A SHIFT)	LT. JUSTUS (B SHIFT)	LT. GRIMALDO (C SHIFT)
WATTS	ERVIN	MCLEAN
CRUISE	FINDLING	SAITO
GRAZIANO	ROMAYOR	

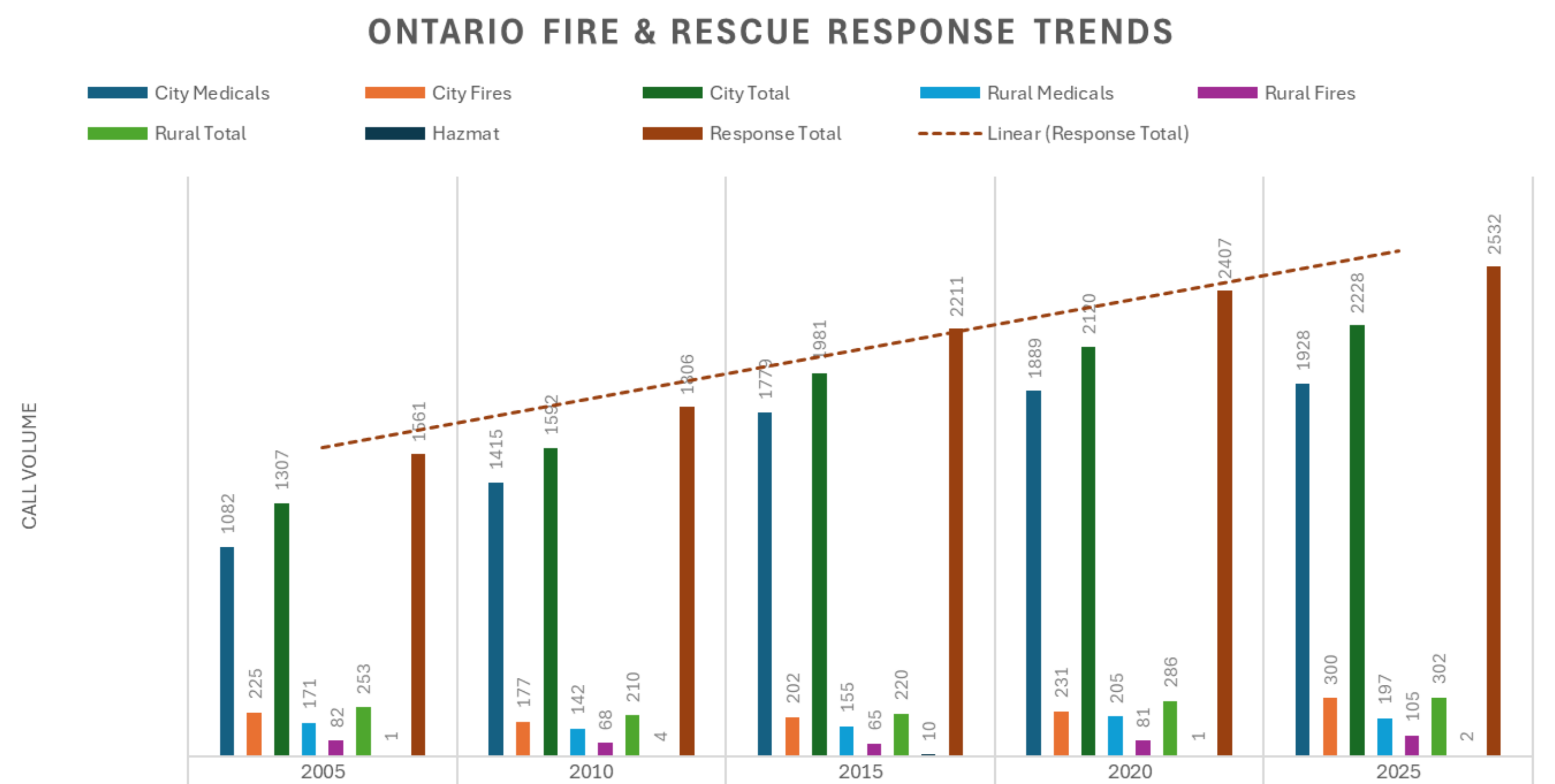
PAID ON-CALL

LT. SMITH	LEHMAN	LEAVITT
DAVIS	LOCK	DOMBY
MONDRAGON	MENDOZA	FORTNER
REEVER	WADDELL	T. GAMMAGE
TOLMAN	HUNSAKER - PROB	WILBER
GUTIERREZ	MARTINEZ – PROB	WICK
TORRES - PROB	L. RICO (JUNIOR)	GONZALEZ –PROB
SHOEMAKER - PROB		PEACH (JUNIOR)
WARD - PROB		

STATISTICAL SUMMARY

SECOND QUARTER 2025 Calls for Service	City	Rural	Total	
Medical Emergencies	379	45	**424**	
Tiered Medical Calls (Non-Emergency)	51	2	**53**	11%
Fire Related Calls	75	15	**90**	16%
Hazmat	0	0	**0**	
Generals	5	6	11	
Mutual Aid Given	2	3	5	
Overdoses	5	2	7	
Total	**505**	**62**	**567**	
	89%	11%		

- 62% Increase in overall call volume since 2005



	2005	2010	2015	2020	2025
City Medicals	1082	1415	1779	1889	1928
City Fires	225	177	202	231	300
City Total	1307	1592	1981	2120	2228
Rural Medicals	171	142	155	205	197
Rural Fires	82	68	65	81	105
Rural Total	253	210	220	286	302
Hazmat	1	4	10	1	2
Response Total	1561	1806	2211	2407	2532

SIGNIFICANT INCIDENTS

- November 24, 2025 – OF&R sent Engine 101 with a crew of four to assist New Plymouth Fire Department at the Double Diamond fire.
- November 28, 2025 – OF&R dispatched to Simplot (Ore-Ida) for a fire on the roof. Crews found a large rooftop unit with active fire inside. Crews were able to extinguish the fire using an 1-3/4” hose line.
- December 16, 2025 – OF&R responded to a structure fire inside of a split-level three-story residence. Engine 103 had a crew of four and was able to immediately make an aggressive interior attack and extinguish the fire.
- December 23, 2025 – Motor vehicle crash with one occupant entrapped. Engine 103’s crew was able to extricate the uninured occupant of the armored vehicle.

FIRE PREVENTION & PUBLIC EDUCATION

- Pre-fire planning – conducted weekly with a focus on target hazards listed in the 2025 CRA/SOC.
- Chief Benson conducts plan reviews with a focus on access and water supply.
- Fire Safety Inspections – fire department staff teams up with the Ontario Building Department (projects under construction) and the Oregon State Fire Marshall’s Office (fire & life safety inspections in occupied commercial buildings).
- Regular social media posts regarding fire safety.
- Public education through community engagement – community events, fire station tours, school visits, social media, press releases, smoke detector installs.

SECOND QUARTER PRE-INCIDENT PLANS

- Fire Station 2
- Ontario Public Safety Training Center
- Ontario City Hall
- Wastewater Treatment Plant
- Red Apple Marketplace
- Water Treatment Plant

FACILITIES

- Fire Station 1 / City Hall Dorm Privacy Project – Out to bid
- Fire Station 1 Locker Project – Free standing units installed
- Personal Protective Equipment Storage (Apartment #3) – two rooms in apartment #3 have been set up and organized for secure PPE storage – 100% complete
- Training Center Class A Burn Cell Project – Out to bid
- Fire Station 2 Living Quarters Addition – Design out to bid
- Crews are working daily to make room in preparation of losing Bay #1.

TRAINING AND PROFESSIONAL DEVELOPMENT

- Tabletop Tuesdays
- Tuesday evenings are our department-wide weekly training (drill).
- Career firefighters train every shift.
- Hazmat Team trains together once a month
- Three career firefighters are working through Blue Card this FY.

FLEET

CITY OF ONTARIO	RURAL DISTRICT
Rescue 1 (Type 3)	Pumper/Tender 155
Engine 103 (Type 1)	Brush 156
Engine 101 (Type 1)	Brush 157
Tower 199	Tender 158
Command 105	Tender 159
Captain 106	
Brush 102	
Support/UAV 125	
UTV 151	

STRATEGY – LOOKING AHEAD

- Staffing – Minimum daily staffing from 2 to 3 FF/EMTs per shift.
- Facilities – Station 1 remodel; Station 2 addition.
- Staffing – Station 2 addition will require a move from a minimum of 2 to 4 FF/EMTs per shift. Explore college sleeper and apprenticeship programs.
- Fleet – Work with City and Rural District to share fleet. Continue work on the fleet reduction plan. Support 125 replacement plan.
- Deployment – Find the most effective and affordable model for deploying out of Station 1 (currently) and out of both stations.
- Technology – Explore technology that will help improve operations and analysis.
- Equipment – Station 2 exhaust removal system ($150K), air trailer ($150K).
- Stakeholder and Community Input and Involvement
- Firefighter Health & Wellness – “Fit for Duty” physicals ($1000/each) $14K

Thank you for your support!

ONTARIO
FIRE
RESCUE
DEPARTMENT

Ontario Municipal Airport
444 SW 4th Street | Ontario, OR 97914
P: (541) 709-7651 | F: (541) 889-7121
andy.wood@ontariooregon.org

"The Gateway to Adventure"

Airport Committee Meeting Minutes

January 5, 2026

The committee meeting was called to order by Chairman Shawn Coleman at 6:00 pm.

1) **Roll Call**: Bill Hager-present, John Freeburg-present, Pete Morgan-present, Charlotte Hatch-present after 6:14, Michael Franks-present, Rick Todd-present, Chairman Shawn Coleman-present, Alternate Jim Beaumont- present.

Ex Officio members: Ken Hart (City Council)-present, Dan Cummings (City Manager)-present.

Airport Manager: Andy Wood-present

FBO: Silverhawk: Absent

2) **PLEDGE OF ALLEGIANCE:** Led by Chairman.

3) **MOTION TO ADOPT THE AGENDA**: *Pete Morgan moved to adopt the agenda as presented. John Freeburg second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-out, Mike-yes, Rick-yes, Shawn-yes, and Jim-yes. *Motion carried 7/0/1.*

4) **APPROVAL OF MINUTES**: *Bill Hager moved to approve the minutes from 12/1/2025. Jim Beaumont second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-out, Mike-yes, Rick-yes, Shawn-yes, and Jim-yes. *Motion carried 7/0/1.*

5) **NEW BUSINESS**
   A) *2026 Officers Elections:* Shawn Coleman nominated Rick Todd as Chairman. Rick Todd declined. *Rick Todd moved that all committee members keep their current positions. Pete Morgan second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/1.*

6) **HAND-OUTS/DISCUSSION ITEMS**
   A) *Airport Budget Status October 2025 Report:* Andy Wood stated that the official Budget Status for October 2025 did not come through this month, so he agreed to check on that. Andy mentioned that the official end of year reports from the previous fiscal year are being wrapped up but he estimates that the airport stayed mostly within budget.

   B) *Airport City-Owned Staged Hangar Project*: Andy Wood presented the possible additional of a hangar project to the airport's Capital Improvement Plan. This project

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"The Gateway to Adventure"

would consist of city-owned hangars, either one 25-hangar build or split it into three stages, to increase the airport's revenue and increase its financial independence.

Discussion ensued about the pros and cons of undertaking such a project. Pete Morgan suggested that the airport prioritize infrastructure, Rick Todd agreed. Toby Epler from JUB Engineering mentioned that Caldwell Executive Airport has no city-owned hangars, but Nampa Municipal Airport owns several but has four staff assigned to manage it. Toby recommended developing infrastructure before prioritizing hangar building. Rick Todd suggested the committee table this issue and for Andy Wood to bring in the list of items the committee agreed to add to the Capital Improvement Plan previously to the next meeting for continued discussion.

7) **CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS**

A) *Helicopter Parking Pad Project Updates:* Lee Unterwegner from JUB Engineering updated the committee that the city is still waiting on an independent estimate to compare with JUB Engineering's estimate. The safety plan for the parking pad will be sent to the FAA and shortly after, JUB will start on design. Lee estimated that they would start bidding in March.

Project cost and immediate need was discussed again. Rick Todd reiterated that the main purpose of the parking pad is to provide a place for helicopter traffic to park away from airplanes on the ramp. Shawn Coleman concluded that the committee had voted for the pad and there was a need, so JUB will continue to move forward with the project.

Pete Morgan questioned what other projects were being prioritized. Ken Hart answered that he and Dan Cummings have been looking into the process of putting in a new fuel farm at the airport.

8) **ADJOURN** *Moved by Bill Hager. Second by Rick Todd.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/1.*

The meeting was adjourned at 7:30 pm.

Next meeting: Monday, February 2, 2026, at 6 pm at Ontario City Hall.

Shawn Coleman - Chairman

Charlotte Hatch - Secretary

MALHEUR COUNTY COURT MINUTES

January 21, 2026

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in person. Present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Coordinator Taylor Rembowski. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # 2026-0341

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of January 14, 2026 as written. Commissioner Mendiola seconded and the motion passed unanimously.

SPECIAL MEETING MINUTES

Commissioner Mendiola moved to approve Special Meeting Minutes of January 12, 2026 as written. Commissioner Jacobs seconded and the motion passed unanimously.

LETTER OF SUPPORT – GRASSY MOUNTAIN MINE

Commissioner Jacobs moved to sign a letter of support for the Grassy Mountain Mine project. Commissioner Mendiola seconded and the motion passed unanimously. Oregon Department of Geology and Mineral Industries (DOGAMI) has published a draft consolidated permit for the project and is accepting public comments. See instrument # 2026-0342

GRAZING LEASE AMENDMENT – JOHNSON

Commissioner Jacobs moved to approve Second Amendment to Lease of Land for Grazing Purposes Recorded with the Malheur County Clerk as Instrument Number 2015-1432; First Amendment Recorded with the Malheur County Clerk as Instrument Number 2020-4417. Commissioner Mendiola seconded and the motion passed unanimously. The lease terminates December 31, 2030. See instrument # 2026-0343

AOC DUES

Commissioner Jacobs moved to approve payment of Association of Oregon Counties (AOC) 2026 membership dues in the amount of $22,995.93. Commissioner Mendiola seconded and the motion passed unanimously.

PUBLIC COMMENTS

Judge Joyce asked for comments from the public; no public comments were received.

COURT ADJOURNMENT

Commissioner Jacobs moved to adjourn the meeting. Commissioner Mendiola seconded and the motion passed unanimously.