city of REDMOND oregon

CITY HALL
411 SW 9th STREET
REDMOND, OR 97756
541.923.7710
FAX: 541.548.0706
www.ci.redmond.or.us

CITY COUNCIL

February 25, 2020
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

George Endicott
Mayor

Jay Patrick
Council President

Jon Bullock
Councilor

Joe Centanni
Councilor

Krisanna Clark-Endicott
Councilor

Camden King
Councilor

Ginny McPherson
Councilor

FEBRUARY 25, 2020 REGULAR MEETING AGENDA 6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Pastor Andrew Hoeksema, Community Presbyterian Church

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS FROM CITIZENS AT THE MEETING

V. PRESENTATIONS

A. 2020 Census Update

B. Stroke Awareness Oregon

C. Smart Cities Presentation

VI. BID AWARDS / BID REJECTIONS

A. Award Services Contract for the City Backflow Testing Program for up to Five Years and up to $500,000

VII. PUBLIC HEARINGS

A. Ord. #2020-02 - An ordinance amending Ord. #2019-05 relating to the City of Redmond's exclusive solid waste franchise with Allied Waste Transfer Services of Oregon, LLC dba Republic Services, to expand service frequency options for customers.

VIII. ACTION ITEMS

A. SPIRE Grant Acceptance - 700-gallon Mobile Fuel Tank

B. Special Event Street Closure: Wild Ride Classic Car Show, April 25, 2020

C. Special Event Street Closure: Redmond Street Festival, June 27 - 28, 2020

IX. MAYOR'S COMMENTS

X. COUNCIL COMMENTS

XI. CITY MANAGER COMMENTS

XII. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

XIII. ADJOURN

Regular Council meetings are broadcast live on COTV11 – BendBroadband Channel 11 beginning at 6:00 p.m. on the 2nd and 4th Tuesdays of each month. Rebroadcasts are scheduled for the non-meeting Tuesdays at 6:00 p.m.
The City of Redmond encourages all citizens to participate in its programs and activities. This meeting location is accessible to people with disabilities. Requests for accommodation may include sign language interpreter service, assistive listening devices, materials in an alternate format or any other accommodation. If any accommodations are needed, please contact the ADA Coordinator at 541-504-3036 or access@ci.redmond.or.us. Requests should be made as soon as possible, but at least 3 business days prior to the scheduled meeting.
The City of Redmond does not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in, its programs or activities

2020 CENSUS OFFICES

Oregon

Job Opportunities

One application for all positions!
Positions include:

Census Field Supervisors **Supervises a Team of Enumerators.**	**$17.50 per hour**
Enumerators (Census Takers) **Visit households to validate address and follow-up on Census questionnaire.**	**$16.00 per hour**
Recruiting Assistants **Promote Census Jobs. Local grassroots recruiting.**	**$17.50 per hour**

LOCAL AREA CENSUS OFFICES NOW OPEN

Salem Area Census Office
4760 Portland Road NE
Suite 1010
Salem, OR 97305

Deschutes County

2020 Timeline information
www.2020census.gov/en/important-dates

Other Jobs available
www.census.gov/fieldjobs
look for
Decennial
Employment Opportunities

Request an application workshop.
Contact your local Recruiting Manager
1-855-562-2020

Apply online
www.2020census.gov/jobs
1-855-562-2020

Basic Qualifications
- Must have valid email address
- U.S. Citizenship required
- Must be 18 years of age or older.

The U.S. Census Bureau is an Equal Opportunity Employer

Connect with us
@uscensusbureau
Connect with us
@uscensusbureau
For more information:
2020CENSUS.GOV
For more information:
2020CENSUS.GOV
D-XX-XX-XX-###

Federal Relay Service
800-877-8339 TTY/ASCII
www.gsa.gov/fedrelay

Shape your future START HERE >

United States Census 2020

HOW DO I APPLY FOR A 2020 CENSUS JOB?

Applying is easy.

Click on Apply Now at 2020census.gov/jobs

As part of the application process, you will be asked to respond to questions that relate to your educational, work, and other experience.

If you need help, just call 1-855-562-2020 or use the Federal Relay Service at 1-800-877-8339 for TTY/ASCII.

JOIN THE 2020 CENSUS TEAM AND **BE A CENSUS TAKER**

WHAT WILL THE WORK BE LIKE?

What can I expect my work schedule to be like?

If hired, your work schedule will depend on your position. Generally, hours for field positions are flexible. Some field positions require you to work during the day. Other positions require evening and weekend work interviewing the public.

Supervisory positions require employees to be available for certain day, evening, and/or weekend shifts.

Where will I work?

The Census Bureau is committed to hiring census takers to work in their own communities.

HOW WILL I GET PAID?

How often will I be paid?

Employees are paid weekly and can expect to receive their first paycheck approximately ten to fourteen days after their first day of work.

Will I be reimbursed for work-related expenses?

Field employees will be reimbursed for authorized work expenses, like mileage, incurred while conducting Census work.

Will I be paid during training?

You will be paid during training at a slightly lower rate than your regular hourly rate.

APPLY IF:

- You are at least 18 years old.
- You have a valid Social Security number.
- You are a U.S. citizen.
- You have a valid email address.
- You are registered with the Selective Service System, or have a qualifying exemption, if you are male and were born after Dec. 31, 1959.

IF OFFERED A JOB:

- You must pass a criminal background check and review of criminal records (including fingerprinting).
- You must be available to work flexible hours, including days, evenings, and weekends.

MOST JOBS REQUIRE EMPLOYEES TO:

- Have access to a vehicle and a valid driver's license, unless public transportation is readily available.
- Have access to a computer with Internet (to complete training).

BECOME A CENSUS TAKER AND GET PAID TO HELP YOUR COMMUNITY

Learn how you can help collect important data that will determine your state's representation in Congress, as well as how funds are spent in your community on things like roads, schools, and hospitals.

For more information or to apply online, visit **2020census.gov/jobs** or call **1-855-JOB-2020.**

Federal Relay Service:
1-800-877-8339 TTY/ASCII
www.gsa.gov/fedrelay

The U.S. Census Bureau is an Equal Opportunity Employer.

BE A CENSUS TAKER

APPLY ONLINE!

2020census.gov/jobs

2020 Census jobs provide:

- ✓ Great pay
- ✓ Flexible hours
- ✓ Weekly pay
- ✓ Paid training

$16.00 -- $17.50 per hour

United States Census 2020

2020 CENSUS:

FREQUENTLY ASKED QUESTIONS

Why should someone choose to work as a Census Taker?
Census positions provide the perfect opportunity to earn extra income while helping your community. The results of the 2020 Census will help determine your state's representation in Congress, as well as how certain funds are spent for schools, hospitals, roads, and more. This is your chance to play a part in history and help ensure everyone in your community is counted!

What are the benefits of working as a Census Taker?
In addition to supporting your community, census jobs offer great pay every week, flexible hours, and paid training.

How does someone apply for a 2020 Census job?
Applying is easy. Visit **2020census.gov/jobs** to learn more, then click on Apply Now. Potential applicants can also call 1-855-JOB-2020 (562-2020) or use the Federal Relay Service at 800-877-8339 for TTY/ASCII to learn more or for assistance.

What are the application requirements?
People can apply for 2020 Census work if they are at least 18 years old, a U.S. Citizen, and if they have a valid Social Security number and email address. Males born after Dec. 31, 1959, must also be registered with the Selective Service System or have a qualifying exemption. Please visit **2020census.gov/jobs** to learn more about specific application requirements.

When someone does apply for a 2020 Census job, what sorts of questions are asked?
As part of the application process, applicants will be asked questions related to their educational, work, and other experiences.

$16.00 -- $17.50 per hour

What happens once someone is offered a 2020 Census job?
Potential employees must pass a criminal background check and review of criminal records (including fingerprinting). Once these steps are completed, potential employees will receive information about training.

What is required of most 2020 Census employees?
Employees should have access to a vehicle and a valid driver's license, unless public transportation is readily available. Employees should also have access to an Internet-connected computer (to complete the training process).

What can people expect their 2020 Census work schedule to be like?
Work schedules depend on individual positions. Generally, hours for field positions are flexible. Some positions require work during the day, and other positions require evening and weekend work interviewing the public. In addition, supervisory positions require employees to be available for certain day, evening, and/or weekend shifts.

Where will most people work?
The Census Bureau is committed to hiring Census Takers to work in their own communities.

How often will 2020 Census employees be paid?
Employees are paid weekly, and can expect to receive their first paycheck approximately 10 to 14 days after their first day of work.

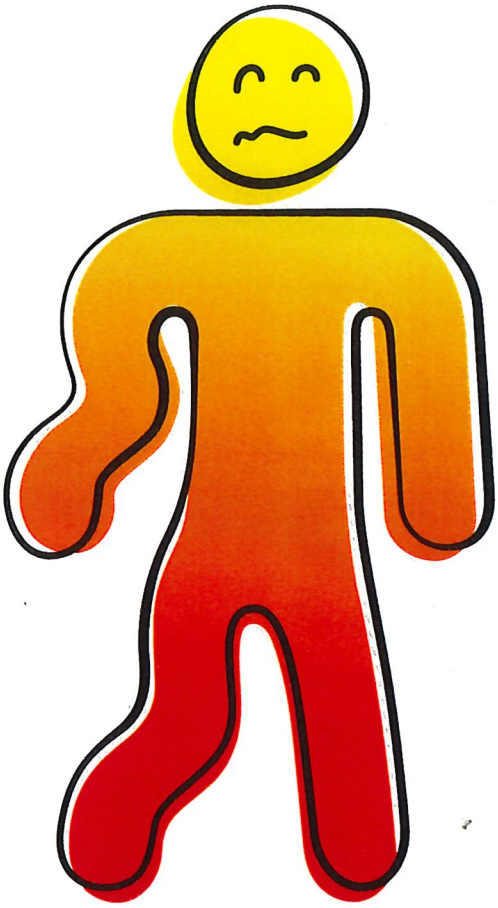
Will 2020 Census employees be reimbursed for work-related expenses?
Field employees will be reimbursed for authorized work expenses, like mileage, while conducting 2020 Census work.

Will 2020 Census employees be paid during training?
Yes, 2020 Census employees will be paid during training at a slightly lower rate than their regular hourly rate.

United States Census 2020

SPOT A STROKE

F.A.S.T. is an acronym used to remember symptoms of a stroke. The acronym stands for **F**acial drooping, **A**rm weakness, **S**peech difficulties and **T**ime to call 9-1-1.



F A S T

FACE
DROOPING

ARM
WEAKNESS

SPEECH
DIFFICULTY

TIME
TO CALL 911

SAO

541-323-5641

www.StrokeAwarenessOregon.org

Stroke is a Brain Attack!
But Preventable

While stroke is the leading cause of adult disability in the United States, 80% of strokes can be prevented.

To learn more, please visit
StrokeAwarenessOregon.org

- Educational material
- Resource directory
- Local support groups

Stroke Awareness Oregon has partnered with the following Central Oregon Community Partners:

SAO

St. Charles HEALTH SYSTEM

OREGON VASCULAR SPECIALISTS

HIGH LAKES Health Care

CORA

DESCHUTES COUNTY RURAL FIRE PROTECTION

BEND FIRE & RESCUE EST 1905

411 SW 9th STREET
REDMOND, OR 97756
541.923.7710
FAX: 541.548.0706
www.ci.redmond.or.us

STAFF REPORT

DATE: February 25, 2020
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Joshua Wedding, Water Utilities Manager
SUBJECT: Award Services Contract for the City Backflow Testing Program for up to Five Years and up to $500,000

Addresses Council Goal:
Goal 1B: Increase the efficiency and/or effectiveness with which the City provides public services.

Report in Brief:
The Water Division requests City Council approval to enter into a contract with Olson LLC to provide testing of residential irrigation backflow assemblies in the amount not to exceed $100,000 per year. The contract has an initial term of three years with the option for two additional one-year terms for a total contract price not to exceed $500,000.

Background:
The Oregon Health Authority under OAR 333-061-0070 requires cities to administer an active Cross Connection Control Program. The program is intended to protect public water systems from contamination by identifying, eliminating or controlling existing and potential cross connections. A cross connection is any point in a plumbing system where a drinking water system is directly connected, or has the potential to be connected, to a non-potable water source or substance that is not part of the public drinking water supply.

The Water Division maintains this program that includes tracking the installation and annual testing of all known backflow assemblies within the City's jurisdiction. The City utilizes a private contractor to perform the testing of all residential irrigation backflow assemblies at a cost-effective rate per unit. Costs associated with the contract are included in monthly utility bills for those customers with approved assemblies. Using a City managed contract for this service relieves the customer of the responsibility to individually solicit testing services and provide documentation to the City.

Discussion:
The City of Redmond publicly advertised a formal solicitation for services per ORS Section 279B. Olson LLC was the only firm that responded. Interested parties had more than a month to submit a bid. Olson's bid was publicly read on January 29, 2020.

Olson LLC is the incumbent contractor and has satisfactorily met the needs of the City over the previous two years. The contract has an initial term of three years with the option for two additional one-year terms.

The contractor's unit pricing will hold firm over the first three years with the opportunity to renegotiate prior to exercising the two additional one-year terms

Price Breakdown:

Olson LLC

Service Provided	Estimated Quantity	Unit Cost	Total Cost
Backflow Tests	6000	$13.25	$74,500
Backflow Repairs 3%	180	$22.50	$4,050
Backflow Retest	180	$8.00	$1,440

Total Cost-Annually	**$84,990**

Notice of Intent to Award was issued February 5, 2020.

Fiscal Impact:
Based on the unit price and estimated quantities, the annual cost of the residential irrigation backflow testing program will be approximately $84,990. This is lower than the City estimate of approximately $88,300 per year. The resulting cost allocated to customers with backflow assemblies is $1.18/month, an increase from the current fee of $1.16/month.

Funding for this program and the update to the fee schedule to reflect the new pricing will be included in the FY 2020/2021 budget process. A not to exceed amount of $100,000 per year is established for the contract price to account for potential growth in the number of assemblies to be tested.

Alternative Courses of Action:
1. Award backflow testing contract to Olson LLC.
2. Reject the bid.
3. Request additional information.

Recommendation / Suggested Motion:
“I move to authorize the City Manager to sign a three-year service contract with the option for two additional one-year terms for residential backflow testing with Olson LLC in the not to exceed amount of $100,000 per year.”

Olson LLC
PO Box 907
Newberg OR 97132

Backflow Assembly Testing
City of Redmond
411 SW 9th St.
Redmond Oregon 97756

January 26, 2020

Introductory letter

Olson LLC understands that the City of Redmond is requesting quotations for a contract tester to fulfill the testing requirements as stated in the Quotation Request for Services, and is pleased to present this quotation for Testing of Residential Irrigation System Backflow Assemblies.

Olson LLC currently has several contracts similar to this proposal to the City of Redmond. Olson LLC is the contract tester for the City of Bend, City of Hines, Junipine Acres, City of Sisters, Deschutes Valley Water, and others outside of the area. We understand the process very well and believe that we are making a positive change in the backflow testing industry by encouraging water systems to take this approach to Cross Connection Protection.

Locally owned, Olson LLC is a family owned company with 15 years experience in the contract backflow testing industry. Micah and Christine Olson won their first contract with the City of Bend in 2005. Since then, Olson LLC has become the contract tester for many water systems in the Central Oregon area. As we grow, we are constantly seeking qualified employees to better our capabilities and be able to handle larger contracts with the efficiency and quality that our clients have come to expect.

Full Time employees include Jon Parks, Brock Allen, Leland Smith, and Micah Olson. Other employees that are available more in the summer months include Ethan Olson, Seth Olson, Christine Olson and Logan Borg. This many employees gives us the flexibility to put as many people on the job to get the backflow assemblies tested and meet deadlines as needed. These employees are available for testing for the foreseeable years to come.

Our approach is relatively simple. We are able to take the spreadsheet given to us by the City, and import it into a database with assigned sections to each address. These section are printed out by street in numerical order to give the tester an organized route to follow and complete the testing with the least amount of travel time as possible. As the testing is completed, those with the proper licenses will repair failed assemblies as they are found. While the goal is for all of our testers to obtain their LCB irrigation endorsement, that is a work in progress. After results are entered, the list is reprinted showing the assemblies that still need repair. Then one of

the testers with the proper endorsement will return to repair the assembly and retest it for completion.

Once the results have been entered, they are uploaded into a spreadsheet for the City to import into their backflow management program. We understand that great care must be taken as to not duplicate test reports, keep the spreadsheets in the proper format, and not miss any assemblies that need to be tested. Assemblies that cannot be tested are marked with a note and given to the City in a separate spreadsheet to let City crews resolve the problem with those assemblies. Also, assemblies that are not on the list, but fit the description of those that should be included in the contract are added to the list and given to the City in a separate spreadsheet. Assemblies are returned to the same condition or better than found by replacing insulation, lids, and test port caps or plugs. If caps or plugs are missing, they are installed by the tester performing the test.

Communication is vital to the success of this project. As such, usually Micah or Jon will be available by cell as needed during the duration of the testing season. We are flexible in scheduling times with customers to be able to test as many assemblies as possible. This includes weekend and evening appointments. As in the past, three door hangers will be left for the homeowner before the address is sent to the City as unable to be tested.

Micah Olson will be the main contact and authorized person to represent the company. Christine Olson will be the second person to contact, and is authorized to represent the company in the event that Micah is unavailable.

Thank you for the opportunity to bid on this project.

Sincerely,

Micah Olson

Micah and Christine Olson
Olson LLC
541-948-2888
971-563-3128

cc. Silas Olson

Attachment A: Quote Checklist, City of Redmond Backflow Services

☒ QUOTE

Contractor (Company) Name: OLSON, LLC

CCB#: 164970 **LCB#:** 8575

Authorized Representative (Please Print): MICAH OLSON

Authorized Signature: Micah Olson **Date:** 1/26/20

Contractor will submit detailed, monthly invoices identifying the number of tests performed and amount due for backflow assembly repairs. Upon verification of services, the City agrees to pay each invoiced amount within 15 days from invoice date. Please complete the Unit Rate for requested services in the table below:

QUANTITY	DESCRIPTION OF SERVICES	QUANTITY	UNIT RATE
1	Assembly Test	EACH	$ 13.25
1	Assembly Repairs	EACH	$ 22.50
1	Assembly Retest	EACH	$ 8.00
1	Other:		$
1	Other:		$

☒ SUBCONTRACTORS – NONE

Subcontractor(s) used by Contractor must be identified in the Quote. Subcontractors must be approved by the City of Redmond in advance of services. Please list any subcontractors associated with this quote:

Company Name & CCB/LCB #

1. _____
2. _____
3. _____
4. _____

☒ INTRODUCTORY LETTER

Please attach an Introductory Letter. Introductory Letter shall include information about the service provider, such as company history, staff, firm capabilities, project understanding, project approach, communication, and availability.

Attachment A: Quote Checklist, City of Redmond Backflow Services

☒ LICENSING & BONDING

Please attach proof of registration with the Oregon Construction Contractor's Board and/or license with Landscape Contractor's Board as required by ORS 448.279(2).

☒ SUBMISSION REQUIREMENTS

Quotes must be received by the City Recorder, 411 SW 9th St, Redmond, OR, 97756, 2:00 p.m. on January 29, 2020 to be considered.

- One copy with ORIGINAL signature must be submitted
- One (1) ORIGINAL Quote, plus two (2) additional copies, shall be submitted in a sealed envelope to the City Recorder with the following information clearly displayed on the front of the envelope:
    1. Name of Contractor
    2. RFQ Title: "Residential Irrigation System Backflow Testing"
- One (1) digital copy of quote packet, flash drive or CD form acceptable. Emails are not accepted.

STATE OF OREGON

CONSTRUCTION CONTRACTORS BOARD

LICENSE CERTIFICATE

LICENSE NUMBER: 164970

This document certifies that:

OLSON LLC
PO BOX 907
NEWBERG OR 97132

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

License Details:

EXPIRATION DATE: 07/09/2021
ENTITY TYPE: Limited Liability Company
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: $20,000
COMMERCIAL BOND: $20,000
INSURANCE: $1,000,000 / $2,000,000
RMI: MELVIN ROGER OLSON
HOME INSPECTOR CERTIFIED: NO

STATE OF OREGON LANDSCAPE CONTRACTORS BOARD

CERTIFICATE OF LICENSE

This certifies that the person named hereon is licensed as provided by law as a

ACTIVE

LANDSCAPE CONTRACTING BUSINESS

Irrigation Only
Plus Backflow

License Number: 8575
Expires: 07/31/2020

OLSON, LLC
PO BOX 1776
REDMOND, OR 97756

Micah Olson
SIGNATURE OF REGISTRANT

STATE OF OREGON LANDSCAPE CONTRACTORS BOARD

CERTIFICATE OF LICENSE

This certifies that the person named hereon is licensed as provided by law as a

ACTIVE

LANDSCAPE CONSTRUCTION PROFESSIONAL

Irrigation Only
Plus Backflow

License Number: 15113
Expires: 07/31/2020

MICAH B OLSON
700 N COLLEGE ST
NEWBERG, OR 97132

Micah Olson
SIGNATURE OF REGISTRANT

PUBLIC HEALTH DIVISION
Center For Health Protection, Drinking Water Services
Kate Brown, Governor

Oregon Health Authority

800 NE Oregon St, Suite #640
Portland, OR 97232-2162
(971) 673-0405
(971) 673-0694 - FAX
www.healthoregon.org/crossconnection

February 06, 2019

Logan M. Borg
Olson LLC
PO Box 907
Newberg, OR 97132

THIS CERTIFICATE EXPIRES 12/31/2020

This is your receipt. Two copies of your certification card are located at the bottom of this page. Contact Drinking Water Services (DWS) if there are any errors on your certificate: cross.connection@state.or.us 971-673-0405

			Amount	PaidDate
Certificate Issued On:	02/06/2019	Late Fee	$50.00	02/01/2019
Certificate Expires:	12/31/2020	Certification Payment	$195.00	02/01/2019
Certificate #:	6256	Validation #:	82818118	

Your Certification Number is: 6256

Health — Cross Connection & Backflow Prevention

Logan M. Borg
PO Box 907
Newberg, OR 97132

Certification # 6256
Certified as: Backflow Assembly Tester

Expires: 12/31/2020

Health — Cross Connection & Backflow Prevention

Logan M. Borg
PO Box 907
Newberg, OR 97132

Certification # 6256
Certified as: Backflow Assembly Tester

Expires: 12/31/2020

PUBLIC HEALTH DIVISION
Center For Health Protection, Drinking Water Services
Kate Brown, Governor

Oregon Health Authority

800 NE Oregon St, Suite #640
Portland, OR 97232-2162
(971) 673-0405
(971) 673-0694 - FAX
www.healthoregon.org/crossconnection

January 22, 2020

Micah B. Olson

PO Box 907
Newberg, OR 97132

THIS CERTIFICATE EXPIRES 12/31/2021

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			Amount	PaidDate
Certificate Issued On:	01/22/2020	Late Fee		
Certificate Expires:	12/31/2021	Certification Payment	$305.00	01/20/2020
Certificate #:	3249	Validation #:	96248860	

Your Certification Number is: 3249

Oregon Health Authority

Cross Connection & Backflow Prevention

Micah B. Olson
PO Box 907
Newberg, OR 97132

Certification # 3249

Certified as: Backflow Assembly Tester
Cross Connection Specialist

Expires: 12/31/2021

Oregon Health Authority

Cross Connection & Backflow Prevention

Micah B. Olson
PO Box 907
Newberg, OR 97132

Certification # 3249

Certified as: Backflow Assembly Tester
Cross Connection Specialist

Expires: 12/31/2021

PUBLIC HEALTH DIVISION
Center For Health Protection, Drinking Water Services
Kate Brown, Governor

Oregon Health Authority

800 NE Oregon St, Suite #640
Portland, OR 97232-2162
(971) 673-0405
(971) 673-0694 - FAX
www.healthoregon.org/crossconnection

January 22, 2020

Christine Olson
Olson LLC
PO Box 907
Newberg, OR 97132

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			Amount	PaidDate
Certificate Issued On:	01/22/2020	Late Fee		
Certificate Expires:	12/31/2021	Certification Payment	$195.00	01/20/2020
Certificate #:	4288	Validation #:	96248108	

Your Certification Number is: 4288

Oregon Health Authority

Cross Connection & Backflow Prevention

Christine Olson
PO Box 907
Newberg, OR 97132

Certification # 4288
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

Oregon Health Authority

Cross Connection & Backflow Prevention

Christine Olson
PO Box 907
Newberg, OR 97132

Certification # 4288
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

PUBLIC HEALTH DIVISION
Center For Health Protection, Drinking Water Services
Kate Brown, Governor

Oregon Health Authority

800 NE Oregon St, Suite #640
Portland, OR 97232-2162
(971) 673-0405
(971) 673-0694 - FAX
www.healthoregon.org/crossconnection

January 22, 2020

Seth Olson
Olson LLC
PO Box 907
Newberg, OR 97132

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			Amount	PaidDate
Certificate Issued On:	01/22/2020	Late Fee		
Certificate Expires:	12/31/2021	Certification Payment	$195.00	01/20/2020
Certificate #:	5215	Validation #:	96248992	

Your Certification Number is: 5215

Oregon Health Authority

Cross Connection & Backflow Prevention

Seth Olson
PO Box 907
Newberg, OR 97132

Certification # 5215
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

Oregon Health Authority

Cross Connection & Backflow Prevention

Seth Olson
PO Box 907
Newberg, OR 97132

Certification # 5215
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

PUBLIC HEALTH DIVISION
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Oregon Health Authority

800 NE Oregon St, Suite #640
Portland, OR 97232-2162
(971) 673-0405
(971) 673-0694 - FAX
www.healthoregon.org/crossconnection

January 22, 2020

Leland Smith
Olson, LLC
PO Box 907
Newberg, OR 97132

THIS CERTIFICATE EXPIRES 12/31/2021

This is your receipt. Two copies of your certification card are located at the bottom of this page. Contact Drinking Water Services (DWS) if there are any errors on your certificate: cross.connection@state.or.us 971-673-0405

			Amount	PaidDate
Certificate Issued On:	01/22/2020	Late Fee		
Certificate Expires:	12/31/2021	Certification Payment	$195.00	01/20/2020
Certificate #:	272967	Validation #:	96248660	

Your Certification Number is: 272967

Oregon Health Authority — Cross Connection & Backflow Prevention

Leland Smith
PO Box 907
Newberg, OR 97132

Certification # 272967
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

Oregon Health Authority — Cross Connection & Backflow Prevention

Leland Smith
PO Box 907
Newberg, OR 97132

Certification # 272967
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

PUBLIC HEALTH DIVISION
Center For Health Protection, Drinking Water Services

Kate Brown, Governor

Oregon Health Authority

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January 22, 2020

Ethan C. Olson
Olson, LLC
PO Box 907
Newberg, OR 97132

THIS CERTIFICATE EXPIRES 12/31/2021

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			Amount	PaidDate
Certificate Issued On:	01/22/2020	Late Fee		
Certificate Expires:	12/31/2021	Certification Payment	$195.00	01/20/2020
Certificate #:	456013	Validation #:	96248056	

Your Certification Number is: 456013

Oregon Health Authority

Cross Connection & Backflow Prevention

Ethan C. Olson
PO Box 907
Newberg, OR 97132

Certification # 456013
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

Oregon Health Authority

Cross Connection & Backflow Prevention

Ethan C. Olson
PO Box 907
Newberg, OR 97132

Certification # 456013
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

PUBLIC HEALTH DIVISION
Center For Health Protection, Drinking Water Services
Kate Brown, Governor

Oregon Health Authority

800 NE Oregon St, Suite #640
Portland, OR 97232-2162
(971) 673-0405
(971) 673-0694 - FAX
www.healthoregon.org/crossconnection

January 22, 2020

Jon H. Parks
Olson, LLC
PO Box 907
Newberg, OR 97132

THIS CERTIFICATE EXPIRES 12/31/2021

This is your receipt. Two copies of your certification card are located at the bottom of this page. Contact Drinking Water Services (DWS) if there are any errors on your certificate: cross.connection@state.or.us 971-673-0405

			Amount	PaidDate
Certificate Issued On:	01/22/2020	Late Fee		
Certificate Expires:	12/31/2021	Certification Payment	$195.00	01/20/2020
Certificate #:	6042	Validation #:	96248920	

Your Certification Number is: 6042

Oregon Health Authority

Cross Connection & Backflow Prevention

Jon H. Parks
PO Box 907
Newberg, OR 97132

Certification # 6042
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

Oregon Health Authority

Cross Connection & Backflow Prevention

Jon H. Parks
PO Box 907
Newberg, OR 97132

Certification # 6042
Certified as: Backflow Assembly Tester

Expires: 12/31/2021

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	Micah Olson
Business Phone:	541-948-2888
Cell Phone:	971-563-3128

Gauge ID #:	01081803
Make:	Mid West
Model:	845-3

ADJUSTMENT REQUIRED	Low	
	High	0.4
	None	

Repairs or Comments: Calibrated for accuracy

Calibrators Name	Date of Calibration
Terry Penhollow	8/29/2019

Calibrators OSHD#	Next Calibration Date
003	8/29/2020

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	Micah Olson
Business Phone:	541-948-2888
Cell Phone:	971-563-3128

Gauge ID #:	06050727
Make:	Mid West
Model:	845-3

ADJUSTMENT REQUIRED	Low	
	High	0.2
	None	

Repairs or Comments: Calibrated for accuracy

Calibrators Name	Date of Calibration
Terry Penhollow	8/29/2019

Calibrators OSHD#	Next Calibration Date
003	8/29/2020

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	Micah Olson
Business Phone:	541-948-2888
Cell Phone:	971-563-3128

Gauge ID #:	020991
Make:	Conbraco
Model:	845-3

ADJUSTMENT REQUIRED	Low	
	High	
	None	X

Repairs or Comments: Calibrated for accuracy

Calibrators Name	Date of Calibration
Terry Penhollow	8/29/2019

Calibrators OSHD#	Next Calibration Date
003	8/29/2020

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	Micah Olson
Business Phone:	541-948-2888
Cell Phone:	971-563-3128

Gauge ID #:	07102561
Make:	Mid West
Model:	845-5

ADJUSTMENT REQUIRED	Low	0.2
	High	
	None	

Repairs or Comments: Calibrated for accuracy

Calibrators Name	Date of Calibration
Terry Penhollow	8/27/2019

Calibrators OSHD#	Next Calibration Date
003	8/27/2020

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	John Park
Business Phone:	541-948-2888
Cell Phone:	503-474-8826

Gauge ID #:	05172589
Make:	Mid West
Model:	845-5

ADJUSTMENT REQUIRED	Low	
	High	0.2
	None	

Repairs or Comments: Calibrated for accuracy

Calibrators Name	Date of Calibration
Terry Penhollow	8/27/2019

Calibrators OSHD#	Next Calibration Date
003	8/27/2020

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	Micah Olson
Business Phone:	541-948-2888
Cell Phone:	971-563-3128

Gauge ID #:	04030881
Make:	Mid West
Model:	844-P

ADJUSTMENT REQUIRED	Low	
	High	
	None	X

Repairs or Comments: Calibrated for accuracy

Calibrators Name	Date of Calibration
Terry Penhollow	11/18/2019

Calibrators OSHD#	Next Calibration Date
003	11/18/2020

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	Micah Olson
Business Phone:	541-948-2888
Cell Phone:	503-437-5443

Gauge ID #:	01102040
Make:	Mid West
Model:	845-5

ADJUSTMENT REQUIRED	Low	
	High	
	None	X

Repairs or Comments: Calibrated for accuracy / gauge would not zero / disassembled and rebalanced diaphragm assembly rod /

Calibrators Name	Date of Calibration
Terry Penhollow	8/27/2019

Calibrators OSHD#	Next Calibration Date
003	8/27/2020

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	Micah Olson
Business Phone:	541-948-2888
Cell Phone:	971-563-3128

Gauge ID #:	01091493
Make:	Mid West
Model:	845-5

ADJUSTMENT REQUIRED	Low	
	High	
	None	X

Repairs or Comments: Calibrated for accuracy / needle stuck would not move / both the magnets for the needle where stuck / disassembled cleaned.

Calibrators Name	Date of Calibration
Terry Penhollow	8/21/2019

Calibrators OSHD#	Next Calibration Date
003	8/21/2020

OREGON DIFFERENTIAL GAUGE CALIBRATION REPORT

Business Name:	Olson LLC
Business Address:	PO Box 1776
Street Address:	
City:	Redmond
Zip:	97756
Email Address:	olsonllc@yahoo.com
Contact Name:	Micah Olson
Business Phone:	541-948-2888
Cell Phone:	971-563-3128

Gauge ID #:	04030881
Make:	Mid West
Model:	844-P

ADJUSTMENT REQUIRED	Low	
	High	
	None	X

Repairs or Comments: Calibrated for accuracy

Calibrators Name	Date of Calibration
Terry Penhollow	11/18/2019
Calibrators OSHD#	Next Calibration Date
003	11/18/2020

Request for Quotes (RFQ)

RESIDENTIAL IRRIGATION SYSTEM BACKFLOW TESTING

City of Redmond Public Works, Water Division

DATE OF ISSUE: January 15, 2020

CLOSING DATE/TIME: January 29, 2020 at 2:00 p.m.

Single Point of Contact (SPC): Ryan O'Connor
Phone: (541) 504-2000
Email: ryan.o'connor@ci.redmond.or.us

RFQ Address: City of Redmond
Attn: City Recorder, Kelly Morse
411 SW 9th St
Redmond, OR 97756

SUMMARY OF REQUESTED SERVICES

The City of Redmond Public Works Water Division is requesting quotes from qualified and experienced backflow testing contractors to provide annual backflow assembly testing for the Cross-Connection Control Program in compliance with OAR 333-061-0070. The City currently monitors approximately 6,000 residential irrigation backflow devices, with an anticipated annual growth rate of 3- 5%.

As a result of this RFQ, the City intends to award one Contract for the services described in this Solicitation Document. The initial term of the Contract is anticipated to be three years, from March 1, 2020 to December 31, 2022. Contractor shall hold prices firm for three years. Upon mutual agreement, parties may elect to renew, by amendment, the term of the Contract for two additional one-year terms. The maximum term of the Contract, including Amendments, shall not exceed a total of five (5) years. City and selected contractor may renegotiate as industry prices change. It is anticipated that the Contract will be awarded by Redmond's City Council on Tuesday, February 25, 2020 at 6:00 p.m. The total value of this contract is anticipated to be approximately $265,000.00 for the first three-year period.

SCOPE OF WORK

The City intends to purchase the following services for the City of Redmond Public Works Water Division:

1. Perform Backflow Assembly Tests

Contractor will perform annual test of backflow assemblies connected to privately owned, residential lawn sprinkler systems for those water customers residing inside the City of Redmond Urban Growth Boundary and connected to the City of Redmond water system. Contractor, contractor staff, or subcontractors working for contractor, must possess any or all licenses and/or certifications necessary to perform backflow tests. This contract covers single family and duplex, residential water customers only. A list will be supplied to the Contractor by the City which details the following:

- Assembly Address
- Size
- Manufacturer
- Model Number
- Serial Number
- General Location of Assembly

2. Backflow Assembly Repair

Contractor will perform repairs on assemblies that fail initial test, after repairs are made, contractor will retest backflow assembly, prepare and deliver necessary reports to City of Redmond staff. Contractor, contractor staff, or subcontractors working for contractor, must possess any or all licenses and/or certifications required to perform assembly repair. Repair rate of monitored backflow assemblies within the City is anticipated to be 3-5% of existing assemblies. Contractor will supply all necessary repair parts. Repairs include the following:

- Flushing and cleaning of debris from assembly.
- Replacement of worn or damaged assembly components.
- Contractor will supply all necessary repair parts.

- Repair does not include replacement of assembly.

3. Plug Installation

Contractor will install water tight fitted plugs in test cocks of all backflow assemblies not currently fitted with plugs (as required by OAR333-061-71 (3) (c)).

- Threaded plugs will be provided by the Contractor

4. Complete Test Report Forms

Contractor will submit test reports in a format provided by City of Redmond staff. The reporting format provided by City of Redmond staff is necessary to ensure proper database management associated with the current tracking software. Test results will be submitted monthly.

5. Maintain Assembly Cross Reference List

Contractor will maintain a backflow assembly cross-reference list. In the course of testing, backflow assemblies may be found that meet the criteria for residential testing but are not contained in the data base or on the scheduled testing list. Such assemblies will be added to the list, tested and/or repaired at the per assembly unit bid price. It will be necessary to maintain a list of the backflow assemblies encountered to ensure such assemblies are added to the data base and that assemblies are eligible for payment under the terms of the contract.

TESTING TIME SCHEDULE

Testing of residential irrigation system backflow assemblies must be timed to coincide with established city code pertaining to the irrigation season. Initial testing will commence on or about June 1 of each year and **must** be completed on or about August 31 of each year.

Assemblies requiring repair and retesting must be completed by October 1 of each year. Testing cannot start until after lawn irrigation systems have been activated in the spring and must be completed before the systems are winterized in the fall.

The selected contractor will be required to meet the highest standards prevalent in the industry.

PAYMENT

Payment for testing will be made on a per-assembly basis. If assembly repair is required, payment for repairs will be made on a per-assembly basis. Each assembly repaired must be retested after repairs have been completed. Retested assemblies will be paid on a per assembly basis. Contractor shall invoice City monthly for services performed.

SUBCONTRACTORS

Any subcontractor(s) used by Contractor must be identified in the bid. Subcontractors must be approved by the City of Redmond prior to employment by contractor.

SPECIAL CONDITIONS AND CONSIDERATIONS

Contractor is not an employee or agent of the City of Redmond. A significant number of backflow assemblies are located on private property and not in the right of way. Testers shall try to contact resident of property prior to entering private property to perform test. Testers must be clearly identified as "contract testers" and will be expected to perform work in a courteous professional manner. Appropriate attire shall always be worn. All testers are required to have in their possession identification provided by the City of Redmond.

EVALUATION CRITERIA

Quotes will be evaluated and ranked on the criteria below that best fits the City's needs.

1. Responsiveness: A quote received by the City Recorder prior to closing will be reviewed for completion.
2. Responsibility Determination: City will determine if an apparent successful Contractor is Responsible prior to award and execution of the Contract. Selected Contractor shall sign a Reference Inquiry form upon City's request, if applicable.
3. City shall award the Contract to the quote that substantially complies with the requirements of the Scope of Work.

QUALIFICATIONS

1. Established contractor(s) must have a minimum of five (5) years of experience.
2. Contractor(s) shall have a current, valid Construction Contractor's Board and/or Landscape Contractor's Board license issued pursuant to ORS 448.279(2).
3. Individual(s) performing backflow tests must possess a current Oregon Department of Human Services, Backflow Assembly Tester certification.
4. Contractor shall obtain and maintain a policy of professional liability insurance against any loss or liability caused by error, omission, or negligent act arising from or relating to the professional services provided in this agreement. Such insurance shall be in an amount of not less than $1,000,000 per occurrence, $2,000,000 aggregate and shall name the City of Redmond as additional insured prior to Contract award.

ADDITIONAL INFORMATION

1. This procurement and contract are pursuant to ORS 279A and the City of Redmond's procurement rules.

2. The City of Redmond reserves the right to:
    a. Reject any and all quotes if it is in the City's best interest to do so
    b. Amend the quote solicitation
    c. Not to award a contract for requested services
    d. Award a contract to more than one contractor
    e. Extend the deadline for submission of quote
    f. Waive any irregularities or informalities in any quote
    g. Accept the quote(s) determined to be the most beneficial to the public and City of Redmond
    h. Negotiate the final statement of work

3. By submitting a quote, contractor shall accept all terms and conditions of Attachment B, "Sample Contract for Services with the City of Redmond."

4. Contractor must hold any necessary licenses or certificates required by federal, state and local governments to perform requested services.

QUOTE SUBMISSION REQUIREMENTS

1. Contractor shall submit completed and signed Attachment A, "Quote Checklist."
2. Contractor shall attach an Introductory Letter. Introductory Letter shall include information about the service provider, such as company history, staff, firm capabilities, project understanding, project approach, communication, and availability.
3. Contractor shall attach proof of registration with the Oregon Construction Contractor's Board and/or license with Landscape Contractor's Board as required by ORS 448.279(2).
4. Contractor is solely responsible for ensuring that quote is received by the City by the closing date and time, at the location specified on the cover page. Quotes submitted by FAX or email will be rejected.
5. One quote with original signature must be submitted on or before the closing date and time.
6. The Quote, plus two (2) additional copies, shall be submitted in a sealed envelope to the City Recorder with the following information clearly displayed on the front of the envelope:
    a. Name of Contractor
    b. RFQ Title: "Residential Irrigation System Backflow Testing"
7. One (1) digital copy of quote packet, flash drive or CD form acceptable. Emails are not accepted as a digital copy.
8. If a contractor wishes to withdraw its quote, the quote must be withdrawn prior to the closing date and time. The withdrawal must be made in writing and signed by the authorized representative and received by the SPC prior to the closing date and time.
9. Late quotes will not be accepted or reviewed.

10. The quote must be signed by the person(s) legally authorized to bind the contractor to the quote and the contract resulting from this RFQ. Upon request of the City, any representative submitting a quote on behalf of the Contractor shall provide a current document certifying authority to bind the Contractor.

CONTRACT EXECUTION

After submission of required information and insurances identified in Attachment B, City will proceed with awarding the Contract. Contractor(s) shall not commence work under the Contract until the Contract has been executed and the City has notified Contractor that work may begin.

QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification related to this solicitation must:

1. Be submitted in writing via email to the SPC identified on RFQ Cover Page. Questions by telephone are not accepted.
2. Be received prior to the due date for questions and clarifications.

Attachment A: Quote Checklist, City of Redmond Backflow Services

☐ QUOTE

Contractor (Company) Name: _____

CCB#: _____ **LCB#:** _____

Authorized Representative (Please Print): _____

Authorized Signature: _____ **Date:** _____

Contractor will submit detailed, monthly invoices identifying the number of tests performed and amount due for backflow assembly repairs. Upon verification of services, the City agrees to pay each invoiced amount within 15 days from invoice date. Please complete the Unit Rate for requested services in the table below:

QUANTITY	DESCRIPTION OF SERVICES	QUANTITY	UNIT RATE
1	Assembly Test	EACH	$
1	Assembly Repairs	EACH	$
1	Assembly Retest	EACH	$
1	Other:		$
1	Other:		$

☐ SUBCONTRACTORS

Subcontractor(s) used by Contractor must be identified in the Quote. Subcontractors must be approved by the City of Redmond in advance of services. Please list any subcontractors associated with this quote:

Company Name & CCB/LCB #

1. _____
2. _____
3. _____
4. _____

☐ INTRODUCTORY LETTER

Please attach an Introductory Letter. Introductory Letter shall include information about the service provider, such as company history, staff, firm capabilities, project understanding, project approach, communication, and availability.

☐ LICENSING & BONDING

Please attach proof of registration with the Oregon Construction Contractor's Board and/or license with Landscape Contractor's Board as required by ORS 448.279(2).

☐ SUBMISSION REQUIREMENTS

Quotes must be received by the City Recorder, 411 SW 9th St, Redmond, OR, 97756, 2:00 p.m. on January 29, 2020 to be considered.

- One copy with ORIGINAL signature must be submitted
- One (1) ORIGINAL Quote, plus two (2) additional copies, shall be submitted in a sealed envelope to the City Recorder with the following information clearly displayed on the front of the envelope:
    1. Name of Contractor
    2. RFQ Title: "Residential Irrigation System Backflow Testing"
- One (1) digital copy of quote packet, flash drive or CD form acceptable. Emails are not accepted.

CITY OF REDMOND SERVICES CONTRACT
CONTRACT NO. 2020-01

This Contract is between The City of Redmond (City) and _____ (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be March 1, 2020, or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be December 31, 2022.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. City agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes this cover document, contract pages 2-8 and Exhibits 1, 1A, 2, 3, and 4.

CONTRACTOR DATA AND SIGNATURE

Contractor Address (remit payment and notices):_____

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? ☐ Yes ☐ No

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation-for profit ☐ Corporation-non-profit ☐ Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4.

_____ _____
Signature Title

_____ _____
Name (please print) Date

CITY OF REDMOND SIGNATURE

Contracts are not valid and not binding on the City until signed by the appropriate City Representative (Delegation of Signing Authority- Policy FIN 100).

Dated this _____ of _____, 2020

CITY OF REDMOND DEPARTMENT HEAD

_____
By:
Title:
CITY OF REDMOND ASSISTANT CITY MANAGER
OR PUBLIC WORKS DIRECTOR

_____
By:
Title:

Dated this _____ of _____, 2020

CITY MANAGER
CITY OF REDMOND

_____

REDMOND LOCAL CONTRACT REVIEW
BOARD

_____
By:
Title:

INSURANCE REVIEWED _____ _____

Rev 4/15

CITY OF REDMOND SERVICES CONTRACT No. 2020-01

THIS AGREEMENT, made and entered into this 1st day of March, 2020 by and between the **CITY OF REDMOND**, a municipal corporation of the state of Oregon, hereinafter referred to as "CITY", and _____, operating as an independent contractor, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

The signing of this Agreement by CITY and CONTRACTOR authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth in this Agreement.

1. **EFFECTIVE DATE AND DURATION.** This Agreement is effective March 1, 2020. Except as otherwise provided in this agreement, this Agreement terminates on December 31, 2022.

2. **PROJECT.** Contractor's work will be limited to the projects described below. Work on any additional projects will require written authorization from City. Contractor will be working on the following projects:

   2.1 Residential irrigation backflow assembly testing and repair services.

3. **SCOPE OF SERVICES.** Contractor agrees to provide the following services:

   3.1 **Duties.** Detailed under Exhibit 1 of this agreement.

   3.2 **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

   3.3 **City Project Representative.** Contractor shall coordinate services, progress reports and this agreement through the following authorized City Employee:

   Name: Ryan O'Connor Contact Phone Number: (541) 504-2010

   3.4 **Records.** Contractor shall maintain all of its records relating to the Scope of Services on a generally recognized accounting basis and allow City the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by Contractor for three years after City makes final payment and all other pending matters between City and Contractor are closed.

   3.5 **Compliance with Laws.** Contractor shall comply with all federal, state and local laws and ordinances applicable to public contracts including but not limited to all applicable Oregon Statutes governing public contracts. ORS 279a, 279b and 279c are incorporated by reference and deemed part of this contract as if fully set.

   3.6 **Contract Documents**. In the event of a conflict between or among the terms of this Agreement and any proposal, bid documents, standards and specifications and/or

request for proposals, the following order of precedence shall prevail: (a) this instrument; (b) the Attachments to this Instrument; (c) the request for proposal; (d) the proposal and/or bid documents. Nothing in this Agreement shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms contained in this Agreement and Attachments or in the City's request for bids or proposals.

4. RESTRICTIONS.

4.1 Contractor shall make prompt payments as due to all persons supplying labor or materials to contractor for the work provided under this Agreement. Contractor shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor, services or material furnished to Contractor or a subcontractor in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or material and charge the amount of the payment against funds due or to become due to contractor under this Agreement.

4.2 During the course of this Agreement Contractor may have access to confidential information of City and may participate in confidential discussions with City. Contractor shall not disclose confidential City information to any third party during the term of this Agreement or after its termination except as required by a court of competent jurisdiction or with the consent of City.

5. FEE FOR SERVICES.

5.1 City shall pay Contractor _____. Payments shall be made upon invoice. Fee for the Services shall not exceed $_____. See Exhibit 1 for payment details and required contractor documentation.

5.2 In the event that a dispute arises regarding Contractor's billing, City shall pay any amounts it agrees it owes and shall withhold payment of disputed amounts pending resolution of those disputes. Contractor shall provide any necessary documentation to support its billing to City.

6. STANDARD OF PERFORMANCE/LIMITED WARRANTY. Contractor warrants that its findings, recommendations, specifications or professional advice provided hereunder will be prepared and presented in accordance with the local standards of irrigation professions in effect at the time the Services are performed. Contractor makes no other warranty or representation, express or implied, and City accepts said limited warranty.

7. INDEPENDENT CONTRACTOR. Contractor, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, Contractor agrees as follows:

7.1 Contractor will be solely responsible for payment of Federal or State taxes required as a result of this Agreement;

7.2 Contractor is not entitled to any benefits generally granted to City employees;
Contractor is solely liable for any Workers Compensation coverage under this contract.

7.3 If Contractor has the assistance of other persons in the performance of this contract, Contractor shall qualify and remain qualified for the term of this contract as a direct responsibility employer under Oregon Workers' Compensation law.

7.4 Contractor shall comply with the requirements of a contractor under Oregon Revised Statutes.

8. **CONTRACTOR NOT AN AGENT OF CITY.** It is agreed by and between the parties that Contractor is not carrying out a function on behalf of City, and City does not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor. Contractor is not an officer, employee or agent of City as those terms are used in ORS 30.265.

   8.1 This Agreement is not intended to entitle the Contractor nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Agreement.

9. **PARTNERSHIP.** City is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

10. **INSURANCE.** Requirements are detailed in Exhibit 2.

11. **FAILURE TO SECURE.** If Contractor at any time during the term hereof should fail to secure or maintain insurance required in Exhibit 2, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

12. **PROTECTION OF PROPERTY AND RESPONSIBILITY OF DAMAGE.** Due care shall be exercised to avoid injury to property and infrastructure, including but not limited to, legally parked vehicles, signs, and adjacent property. The Contractor shall notify the City Project Manager as soon as practical but within 24 hours of any incidents, accidents or damage resulting from work under this agreement.

    Contractor shall repair all damage resulting from Contractor's work under this Agreement. Repair work must be completed within a two-week period after written notification by City representative. An extension of time maiy be approved in excess of the two-week period if requested in writing by Contractor. The request shall state the reasons and period of time for the request. Any repair work not completed by Contractor within the designated time perioed may be done by the City and the cost deducted from monies due Contractor.

    This shall not be construed as to relieve the Contractor of responsibility for damage to private facilities.

13. **INDEMNIFICATION HOLD HARMLESS.** Contractor shall defend, save, hold harmless and indemnify the City and its officers, directors, agents, employees and volunteers from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature

resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, directors, agents, employees and volunteers under this Contract. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this contract. Neither party shall be liable for any damages of any sort arising solely from the rightful termination of this contract or any part hereof in accordance with its terms.

14. **SUBROGATION WAIVER**:Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide commercial general and automotive liability insurance, Contractor shall look solely to its own insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing commercial general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

15. **PERMITS AND LICENSES**:
Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, which may be required in connection with the performance of services hereunder.

16. **PREFERENCE FOR RECYCLED MATERIALS (ORS 279A.125).** Contractor will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

17. **DRUGS AND ALCOHOL.** Contractor shall enforce a zero tolerance as to dealing, possession, or use of drugs or alcohol by Contractor or its employees, subcontractors and agents while performing work under this contract.

18. **CRIMINAL BACKGROUND INVESTIGATIONS**. Contractor understands that Contractor is subject to periodic criminal background investigations by City and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and City may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City.

18. **DELEGATION, SUBCONTRACTS AND ASSIGNMENT.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of City.

18.1 Any delegation, subcontract, assignment, or transfer without prior written consent of City shall constitute a material breach of this contract.

18.2 Any such assignment or transfer, if approved, is subject to such conditions and provisions as the City may deem necessary.

18.3 No approval by the City of any assignment or transfer of interest shall be deemed to create any obligation of the City to increase rates of payment or maximum Contract consideration.

18.4 Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.

18.5 Any subcontracts that the City may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

19. NON-DISCRIMINATION. Contractor agrees that it shall not discriminate on the grounds of race, color, creed, national origin, sex, marital status, age, or disability in Contractor's performance of this Agreement. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

20. TERMINATION.

The parties may terminate this Agreement as follows:

20.1 This Agreement may be terminated at any time by mutual consent of both parties.

20.2 City may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

20.3 City may terminate this Agreement, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City under any of the following conditions:

20.3.1 City funding is not obtained and continued at levels sufficient to pay for Contractor's Work. The Agreement may be modified to accommodate a reduction in funds.

20.3.2 If federal, state or City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

20.3.3 If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

20.3.4 Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

20.3.5 The City by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:

20.3.5.1 If the Contractor fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or

20.3.5.2 If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and alter receipt of written notice from the City, fails to correct such failures within 10 days or such longer period as the City may authorize.

20.4 Contractor may terminate this Agreement upon 30 days' written notice to City if City fails to pay Contractor pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in the notice.

21. ACCESS TO RECORDS. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

21.1 All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, which ever is later. If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

21.2 City and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. These records also include licensed software and any records in electronic form. City shall reimburse Contractor for Contractor's cost of preparing copies. At Contractor's expense, the City, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcriptions.

22. OWNERSHIP OF WORK. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of City. City and Contractor intend that such Work Product be deemed "work made for hire" of which City shall be deemed author. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to City all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. City shall have no rights in any pre-existing work product of Contractor provided to City by Contractor in the performance of this Contract except to copy, use and re-use any such work product for City use only. If this Contract is terminated prior to completion, and the City is not in default, City, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

23. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes City for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. FORCE MAJEURE. Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays

that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

25. **NOTICE.** Any notices required under this Agreement shall be effective when received at the following addresses:

City: 411 SW 9th St, Redmond, OR 97756

Contractor:

26. **WAIVER.** City's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

27. **ATTORNEY FEES.** If a suit or action is filed to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney's fees.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CONTRACTOR

_____

By:_____

CITY OF REDMOND

_____

By: Keith Witcosky, City Manager

ATTEST:

_____

By: Kelly Morse, City Recorder

EXHIBIT 1

CITY OF REDMOND SERVICES CONTRACT
Contract No. 2020-01
STATEMENT OF WORK, COMPENSATION and PAYMENT TERMS

1.Contractor shall perform the following work:

A. Residential Backflow Assembly Testing
B. Backflow Assembly Repairs
C. Backflow Assembly Retesting
D. Complete Assembly Test Reports
E. Maintain Assembly Cross Reference List

Refer to Exhibit 1A, for additional details.

2.CITY Services. City shall provide Contractor, at City's expense, with material and services described as follows:

A. Approved spreadsheet format for uploading data to tracking program.

Refer to Exhibit 1A, for additional details.

3. Consideration.

Contractor is not an employee or agent of the City of Redmond. City shall pay Contractor in accordance with Exhibit 1A. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 1A.

4. The maximum compensation.

a. The maximum compensation under this contract, including expenses, is not to exceed $_____.
b. Contractor shall not submit invoices for, and City shall not pay for any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment. Contractor shall notify City in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

EXHIBIT 2

INSURANCE and BOND
CITY OF REDMOND SERVICES CONTRACT

Insurance Assigned _____

The Contractor shall at all times maintain, in force, at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary and non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by the City of Redmond.

Contractor Name_____ **Contract No. 2020-01**

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Employers' Liability Insurance with coverage limits of not less than $500,000 must be included.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
___$500,000	___$500,000
___$1,000,000	___$1,000,000
___$2,000,000	___$2,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this contract is completed.

☐ Required by City ☑ **Not required by City**

Commercial General Liability insurance with a combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
☑ **$1,000,000**	☐ $1,000,000
☐ $2,000,000	☑ **$2,000,000**
☐ $3,000,000	☐ $3,000,000
☐ $4,000,000	☐ $5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual damages. ***By separate endorsement,*** the policy shall name ***The City of Redmond, its agents, directors, officers, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the City are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis.

☑ Required by City ☐ Not required by City
☐ Per Location or Project required

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence
___$500,000
☑ **$1,000,000**
___$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

☑ Required by City ☐ Not required by City

Additional Requirements: Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's insurance coverage will be primary in the event of loss. Contractor's insurance policy must provide a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the City with the signed Contract. Contractor shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Contractor to the City. The Certificate shall also state the deductible or, if applicable, the self-insured retention level.

No contract shall be effective until the required certificates have been received and approved by the City of Redmond. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the City of Redmond 10 days prior to coverage expiration.

For commercial general liability coverage, the Certificate shall also provide, ***by policy endorsement***, that ***The City of Redmond, its agents, directors, officers, employees and volunteers are additional insureds*** with respect to Contractor's services provided under this Contract. The endorsement must provide primary and non-contributory coverage. All endorsements must be in a format acceptable to The City of Redmond.

Insurance Carrier Acceptability: Insurance coverage provided to the City of Redmond by the contractor will be in an acceptable form and underwritten by an insurance company deemed acceptable by the City of Redmond. The City of Redmond reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. The City of Redmond has the sole authority and discretion to determine the acceptability of an insurance carrier's financial rating and the form of policies and endorsements.

If requested, complete copies of the contractor's insurance policies shall be provided to the City.

All bonds will be in a format acceptable to the City and be provided by a company authorized to do business in Oregon.

_____ _____

Contractor Signature Date

EXHIBIT 3

Contract No. 2020-01

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

*******NOTE: Contractor Shall Complete A *or* B (but NOT both) in addition to C below*******

A. CONTRACTOR IS A CORPORATION, LLC, OR A PARTNERSHIP; (fill out A and skip to C)

I certify under penalty of perjury that Contractor is a [check one]:

☐ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

_____ _____ _____

Signature Title Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**

2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**

3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least four (4) - to establish that you are an Independent Contractor.

____ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.

____ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

____ C. My business telephone listing is separate from my personal residence telephone listing.

____ D. I perform labor or services only under written contracts.

____ E. Each year I perform labor or services for at least two different persons or entities.

____ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

_____ _____

Contractor Signature Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this Contract;

2. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

3. The services under this Contract shall be performed in manner consistent with and in accordance with the professional standards of the industry and in a timely manner using the schedule, materials, plans and specifications approved by City; and

4. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the services.

5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),

6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this Contract; and

7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

_____ _____

Contractor Signature Date

City of Redmond
Contract No. 2020-01

Workers' Compensation Coverage

Contractor provides Workers' Compensation coverage for employees performing under this contract as provided under ORS Chapter 656. Insurer _____ Policy # _____

Contractor Printed Name | Contractor Signature

Contractor Title | Date

Workers' Compensation Exemption

If contractor is exempt from obtaining Workers' Compensation insurance for the following reason *(check the appropriate box):*

☐ **SOLE PROPRIETOR**
- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

☐ **CORPORATION - FOR PROFIT**
- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

☐ **CORPORATION - NONPROFIT**
- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

☐ **PARTNERSHIP**
- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

☐ **LIMITED LIABILITY COMPANY**
- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

Contractor Printed Name | Contractor Signature

Contractor Title | Date

# OF ASSEMBLIES	6000	$13.25	$79,500.00
# OF FAILURES	90	$22.50	$2,025.00
# OF RETESTS	90	$8.00	$720.00

$82,245.00

YEAR 1- ASSUMES A FAILURE RATE OF 1.5%

# OF ASSEMBLIES	6180	$13.25	$81,885.00
# OF FAILURES	93	$22.50	$2,092.50
# OF RETESTS	93	$8.00	$744.00

$84,721.50

YEAR 2- ASSUMES A FAILURE RATE OF 1.5% AN

# OF ASSEMBLIES	6365	$13.25	$84,336.25
# OF FAILURES	96	$22.50	$2,160.00
# OF RETESTS	96	$8.00	$768.00

$87,264

YEAR 3- ASSUMES A FAILURE RATE OF 1.5% AN

# OF ASSEMBLIES	6555	$13.78	$90,327.90
# OF FAILURES	98	$22.50	$2,205.00
# OF RETESTS	98	$8.32	$815.36

$93,348.26

YEAR 4- ASSUMES A FAILURE RATE OF 1.5%, 3%

# OF ASSEMBLIES	6752	$13.78	$93,042.56
# OF FAILURES	102	$22.50	$2,295.00
# OF RETESTS	102	$8.32	$848.64

$96,186

YEAR 5- ASSUMES A FAILURE RATE OF 1.5%, 3%

# OF ASSEM	6000	$13.25	$79,500.00
# OF FAILUF	180	$22.50	$4,050.00
# OF RETEST	180	$8.00	$1,440.00

$84,990.00

YEAR 1- ASSUMES A FAILURE RATE OF 3%

# OF ASSEM	6180	$13.25	$81,885.00
# OF FAILUF	185	$22.50	$4,162.50
# OF RETEST	185	$8.00	$1,480.00

$87,527.50

YEAR 2- ASSUMES A FAILURE RATE OF 3% AND

# OF ASSEM	6365	$13.25	$84,336.25
# OF FAILUF	192	$22.50	$4,320.00
# OF RETEST	192	$8.00	$1,536.00

$90,192

YEAR 3- ASSUMES A FAILURE RATE OF 3% AND

# OF ASSEM	6555	$13.78	$90,327.90
# OF FAILUF	197	$22.50	$4,432.50
# OF RETEST	197	$8.32	$1,639.04

$96,399.44

YEAR 4- ASSUMES A FAILURE RATE OF 3% , 3%

# OF ASSEM	6752	$13.78	$93,042.56
# OF FAILUF	203	$22.50	$4,567.50
# OF RETEST	203	$8.32	$1,688.96

$99,299.02

YEAR 5- ASSUMES A FAILURE RATE OF 3%, 3%

# OF ASSEMBLIES	6000	$13.25	$79,500.00	YEAR 1- ASSUMES A FAILURE RATE
# OF FAILURES	300	$22.50	$6,750.00	
# OF RETESTS	300	$8.00	$2,400.00	

$88,650.00

# OF ASSEMBLIES	6180	$13.25	$81,885.00	YEAR 2- ASSUMES A FAILURE RATE
# OF FAILURES	309	$22.50	$6,952.50	
# OF RETESTS	309	$8.00	$2,472.00	

$91,309.50

# OF ASSEMBLIES	6365	$13.25	$84,336.25	YEAR 3- ASSUMES A FAILURE RATE
# OF FAILURES	318	$22.50	$7,155.00	
# OF RETESTS	318	$8.00	$2,544.00	

$94,035

# OF ASSEMBLIES	6555	$14.05	$92,097.75	YEAR 4- ASSUMES A FAILURE RATE
# OF FAILURES	328	$22.50	$7,380.00	
# OF RETESTS	328	$8.48	$2,781.44	

$102,259.19

# OF ASSEMBLIES	6752	$14.05	$94,865.60	YEAR 5- ASSUMES A FAILURE RATE
# OF FAILURES	338	$22.50	$7,605.00	
# OF RETESTS	338	$8.48	$2,866.24	

$105,336.84

411 SW 9th STREET
REDMOND, OR 97756
541.923.7710
FAX: 541.548.0706
www.ci.redmond.or.us

STAFF REPORT

DATE: February 25, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: Brooks Slyter, Accounting & Financial Reporting Director
SUBJECT: Ord. #2020-02 - An ordinance amending Ord. #2019-05 relating to the City of Redmond's exclusive solid waste franchise with Allied Waste Transfer Services of Oregon, LLC dba Republic Services, to expand service frequency options for customers.

Addresses Council Goal:
1. SUSTAIN OPERATIONS: Provide or enhance current levels of operations in all facets of municipal service delivery.

Report in Brief:
This action seeks City Council authorization to amend the existing solid waste franchise rights with Allied Waste Transfer Services of Oregon, LLC dba Republic Services of Oregon (Republic), by increasing the minimum service options for customers from one pickup per week to one pickup every two weeks.

Background:
In April 2019, through an exclusive franchise agreement, Republic became the provider of solid waste collection services for the City of Redmond. This action was subsequent to a March 6, 2019, announcement that Republic would be purchasing Bend Garbage & Recycling/High Country Enterprises.

The City had a relatively unchanged agreement with High Country Enterprises for decades. Time has brought change to the solid waste industry. More people are recycling, using compost and generally generating less waste.

With the change in service provider, some customers expressed an interest in having service options that include less frequent solid waste pickup which aligns with the amount of trash their properties generate.

One popular option, available to customers in the City of Bend and Deschutes County, is a minimum service level of trash pickup every 14 days. Redmond's current ordinance requires trash pickup every seven days which is more frequent than needed for some customers. In addition to various can size options, with an ordinance change, Republic can offer customers a selection of weekly service, every other week service, as well as having the options to receive additional on-call service as needed.

Customers retain the ability to postpone service when leaving for a period of more than a four weeks. In Redmond we have many customers, often referred to as snowbirds, who will leave for the winter months. These customers will continue to be able to stop service and billing when they are gone for extended periods of time.

Discussion:
This action requests City Council amend Ord. No. 2019-15 to change the the minimum frequency of waste removal from at least every seven days to at least every fourteen days.

This ordinance is necessary to allow a change in service options available to Redmond customers for waste removal by Republic.

Ord. No. 2020-02 amends the exclusive solid waste removal franchise rights with Republic to allow for additional service frequency options.

Fiscal Impact:
The changes to the ordinance will have negligible effects on the budget or franchise fee revenues.

Alternative Courses of Action:
1. Approve the ordinance.
2. Do not approve the ordinance.
3. Request more information.

Recommendation / Suggested Motion:
“I move to have a first and second reading of Ord. No. 2020-02, by title only” (Voice vote)

(City Attorney will read ordinance by title only.)

“I move to approve Ord. No. 2020-02.” (Roll call vote)

CITY OF REDMOND
ORDINANCE NO. 2020-02

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-05 RELATING TO THE CITY OF REDMOND'S EXCLUSIVE SOLID WASTE FRANCHISE WITH ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC DBA REPUBLIC SERVICES, TO EXPAND SERVICE FREQUENCY OPTIONS FOR CUSTOMERS.

WHEREAS, the City of Redmond entered into an exclusive solid waste franchise agreement with Allied Waste Transfer Services of Oregon, LLC dba Republic Services (Franchisee) in 2019; and

WHEREAS, the City of Redmond seeks to expand service frequency options for customers.

NOW, THEREFORE, THE CITY OF REDMOND ORDAINS AS FOLLOWS:

SECTION ONE: AMENDMENT

Ordinance 2019-05 is amended as follows (provisions in **bold and underlined** are added):

> **Section 4.A (16)** Every person who generates or produces wastes shall remove or have removed all putrescible wastes at least every ~~seven~~ **fourteen** days. More frequent removal may be required where facility or service involves the public health. All wastes shall be removed at sufficient frequency as to prevent health hazards, nuisances or pollution.

PASSED by the City Council and **APPROVED** by the Mayor this 25th day of February 2020.

_____
George Endicott, Mayor

ATTEST:

_____
Kelly Morse, City Recorder

FRANCHISE AMENDMENT
Accepted by:

_____
Allied Waste Transfer Services of Oregon, LLC, dba Republic Services, Franchisee

411 SW 9th STREET
REDMOND, OR 97756
541.923.7710
FAX: 541.548.0706
www.ci.redmond.or.us

STAFF REPORT

DATE: February 25, 2020
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Julie Lovrien, Administrative Services Supervisor
SUBJECT: SPIRE Grant Acceptance - 700-gallon Mobile Fuel Tank

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Addresses Council Goal:
Goal #1 C: Explore opportunities to augment revenues to support existing operations and infrastructure maintenance.

Goal #7 D: Work with partners on Emergency Management and Preparedness.

Report in Brief:
This item requests City Council approve the State Preparedness and Incident Response Equipment (SPIRE) grant award of one 700-gallon mobile fuel tank from the Oregon Military Department Office of Emergency Management (OEM).

Background:
Oregon House Bill 2687, which became effective in 2017, established a grant program to distribute emergency preparedness equipment to local governments with the intent to decrease risk to life and property resulting from an emergency.

In September 2018, Deschutes County Sheriff's Office (DCSO) Emergency Management developed a Guide to Disaster Fuel Operations that establishes procedures for the procurement of fuel for each of the most critical agency types in the county.

These agencies include:
- Fire, Law Enforcement and Public Works (public safety agencies)
- Radio tower sites
- Health care facilities
- Water utilities
- School and special operations districts.

The largest gap identified in the fuel guide was the need for equipment to transport and provide short-term storage of fuel at key locations across Deschutes County. Public Works is one of 13 potential fuel distribution sites.

In February 2019, the City of Redmond submitted a grant to OEM in coordination with DCSO and other Central Oregon agencies. The grant requested two 700-gallon trailer-mounted fuel tanks and one 296-watt portable LED light tower. On January 28, 2020 the City was notified we were approved for one 700-gallon trailer-mounted fuel tank.

Discussion:
Under the terms and conditions of Grant Agreement 18-087, OEM will be responsible for providing the equipment (fuel tank) to the City for use solely to decrease risks to life and property resulting from an emergency. OEM will retain ownership and may reclaim the fuel tank at any time.

The City will be responsible for the operation and maintenance costs of the tank and will be required to submit an annual report to OEM.

Fiscal Impact:
OEM will retain ownership of the equipment. As such, there is no financial gain to the City and annual operating costs are expected to be primarily related to storage.

Alternative Courses of Action:
1. Accept the grant award.
2. Reject the grant award.
3. Request additional information.

Recommendation / Suggested Motion:
“I move to accept the State Preparedness and Incident Response Equipment (SPIRE) Grant award for a 700-gallon mobile fuel tank.”

MOBILE REFUELING MADE EASY

TRANS CUBE

INTRODUCING THE TRANSCUBE CAB MOBILE REFUELER

INCREASE UPTIME

Job sites can consume a significant amount of fuel. Waiting for a fuel delivery stops your machinery & staff from continuing to work, & if not timed correctly can cause serious delays. With an TransCube Cab mobile refueler, you can quickly & efficiently refuel machinery around your site & facility. The TransCube Cab UN DOT approved design allows for quick, compliant & safe transport to & from locations.

STRENGTH & SAVINGS

We understand the need for quality equipment that performs seamlessly & lasts a long time. The TransCube Cab all steel construction & access manway enable durability & easy access to the inner tank. This access allows for hassle-free routine maintenance that ensures a long life for your tank & ultimately saves you money.

SAFETY & PEACE OF MIND

Transporting & handling fuel requires reliable & environmentally friendly storage equipment. One spill can cause serious fines & depending on the severity, can even hurt your company's reputation. The TransCube Cab double-walled, 110% contained design & integral equipment cabinet effectively capture & contain any potential drips or spills that could occur.

BUILT-IN SECURITY

Standard tanks with externally mounted pumps & equipment leave you vulnerable to theft & vandalism. With the TransCube Cab large lockable equipment cabinet, you can be sure that all of your pumping & dispensing equipment is fully secured. This added protection helps to minimize the risk of equipment or fuel theft & protect your investment.

WESTERN GLOBAL

WESTERN GLOBAL CANADA
INFO@WESTERN-GLOBAL.CA
+1 866 588 2687

WESTERN GLOBAL CANADA
INFO@WESTERN-GLOBAL.US.COM
+1.866.814.2470

FUEL STORAGE – TRANSPORTABLE

TRANSCUBE CAB MOBILE REFUELER

258-739 GALLONS | 976 - 2,751 Liters

FEATURES

LARGE LOCKABLE CABINET
Integral equipment cabinet that secures all equipment & ports while capturing any accidental drips or spills.

ACCESS MANWAY
Allows access to inner tank for easy routine maintenance & inspection.

REMOVABLE INNER TANK
For routine cleaning, maintenance and inspection

LIFTABLE CORNER BRACKETS
Liftable by crane and easily stackable:
2 high full and
3 high empty.

INTERNAL BAFFLES
Designed to maximize stability when handling the tank full of fuel.

DOT APPROVED
The TransCube Cab fully galvanized trailer is fully compliant with DOT standards & features backlights & electric brakes for ease of use.

DOUBLE WALLED, 110% CONTAINMENT
Weather proof secondary containment ensures safe & environmentally compliant transport & storage.

FOUR WAY FORKLIFT POCKETS
Quick & easy maneuvering when detached from trailer.

SPECIFICATIONS*	10TCGCAB	20TCGCAB	27TCGCAB
CAPACITY	258 US GAL. 976 LITRES 215 IMP GAL.	483 US GAL. 1,830 LITRES 403 IMP GAL.	727 US GAL 2,751 LITRES 605 IMP GAL.
DIMENSIONS (LXWXH)	61 x 46 x 52 IN 1,549 x 1,166 x 1,328 MM	91 x 47 x 52 IN 2,318 x 1,196 x 1,328 MM	91 x 69 x 52 IN 2,318 x 1,761 x 1,324 MM
WEIGHT (LBS)	1,422 / 3,466 LBS 645 / 1,572 KG	1,744 / 5,577 LBS 791 / 2,530 KG	2,425 / 8,187 LBS 1,100 / 3,713 KG
TANK WITH TRAILER PACKAGE	H10TCGCAB-EB	H20TCGCAB-EB	H27TCGCAB-EB

*Dimensions and weight do not include trailer. Combined tank & trailer specifications can be provided upon request.

142 LISTED FOR FUEL STORAGE · NFPA · 31A/Y/ DOT PERFORMANCE CERTIFICATION · Transport Canada

OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE PREPAREDNESS AND INCIDENT RESPONSE GRANT
City of Redmond
Fuel Transportation
Grant No: 18-087

This Agreement is made and entered into by and between the **State of Oregon,** acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **City of Redmond,** hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

1. **EFFECTIVE DATE.** This Agreement shall become effective on the date this agreement is fully executed and approved as required by applicable law. This Agreement, and OEM's obligation to provide the Equipment (as that term is defined in Section 3) under this Agreement, shall terminate as provided in Section 8.

2. **AGREEMENT DOCUMENTS.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

   Exhibit A: **Equipment Schedule**

3. **EQUIPMENT.** In accordance with the terms and conditions of this Agreement, OEM shall provide Recipient the item(s) of emergency response vehicles, equipment, and other personal property identified in Exhibit A (collectively, the "Equipment"). Recipient shall use the Equipment solely to decrease risks to life and property resulting from an emergency, as defined in ORS 401.025.

4. **MAINTENANCE; ANNUAL SUSTAINMENT REPORTS.**

   a. Recipient must maintain, repair, perform upkeep on, and otherwise keep the Equipment in good working condition.

   b. Recipient shall submit annual sustainment reports using a form provided by OEM. The sustainment reports will summarize Recipient's maintenance and use of the Equipment during the preceding calendar year.

   c. Recipient must submit sustainment reports to OEM annually on or before January 31st.

   d. Recipient may request from OEM prior written approval to submit a sustainment report after its due date. OEM may approve or deny the request in its sole discretion.

   e. Failure of Recipient to timely submit an annual program sustainment report may result in termination of this Agreement.

5. RECORDS MAINTENANCE AND ACCESS; EQUIPMENT INSPECTIONS.

a. Records, Access to Records. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement or the Equipment for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.

c. Equipment Inspections. Recipient shall permit authorized representatives of OEM to periodically inspect the Equipment, with or without notice.

6. OPERATION AND MAINTENANCE EXPENSES. Recipient shall be solely responsible for the costs of operating, maintaining, licensing, and insuring the Equipment and the costs, if any, to acquire and install any parts, accessories, or attachments for the Equipment (collectively, the "Operating Expenses"). OEM shall not be responsible for any Operating Expenses while the Equipment remains in Recipient's possession, custody, or control.

7. OWNERSHIP. The OEM will retain ownership of the Equipment and can reclaim any or all of the item(s) of Equipment at any time and for any duration based on Recipient's failure to meet requirements of this Agreement, community needs, or any other purpose, as determined by OEM in its sole discretion. Upon the Equipment being fully depreciated under governmental accounting principles, OEM may elect to sell the Equipment to Recipient at its fair market value.

8. TERMINATION.

a. Termination by OEM. OEM may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by OEM in such written notice, if:

i. Recipient fails to follow grant agreement requirements or standard or special conditions; or

ii. Recipient fails to adequately maintain the Equipment; or

iii. Recipient fails to submit required reports; or

iv. Recipient fails to comply with inspections for any reason; or

v. Recipient files a false certification in this application or other report or document, including correspondence with OEM by any medium; or

vi. OEM determines that the Equipment could be of greater use to the community elsewhere.

b. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:

i. Recipient no longer needs the Equipment; or

ii. The Equipment is beyond its useful life.

c. Termination by Either Party. Either Party may terminate this Agreement upon at least ten business days' notice to the other Party.

d. OEM's Rights Upon Termination. Upon termination under this Section 8:

i. OEM may repossess the Equipment from Recipient and, if Recipient has failed to adequately maintain the Equipment as required by Section 4(a), require Recipient to reimburse OEM the cost of repairing the Equipment; or

ii. Where Recipient has failed to adequately maintain the Equipment as required by Section 4(a), OEM may require Recipient to pay OEM an amount equal to the Equipment's fair market value assuming proper maintenance and repair.

9. REPRESENTATIONS AND COVENANTS REGARDING THE TAX-EXEMPT STATUS OF BONDS.

a. Recipient acknowledges that the State of Oregon may issue certain bonds (the "Bonds") in part to fund this grant and that the interest paid on the Bonds is excludable from gross income for federal income tax purposes. Recipient further acknowledges that the uses of the Equipment by Recipient during the term of the Bonds may impact the tax-exempt status of the Bonds. Accordingly, Recipient agrees to comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations, (the "Code") necessary to protect the exclusion of interest on the Bonds from federal income taxation.

b. Recipient shall not, without prior written consent of OEM, permit more than five percent (5%) of the Equipment to be used in a "private use" by a "private person" (as defined in the Code) if such private use could result in the State of Oregon, receiving direct or indirect payments or revenues from the portion of the Equipment to be privately used.

c. This subsection 9 shall survive any expiration or termination of this Agreement.

10. GENERAL PROVISIONS.

a. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless the State of Oregon, OEM and each of their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or

arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 10.b.

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

d. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Recipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

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

f. Compliance with Law. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project.

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

h. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

City of Redmond

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Recipient)

By _____
Recipient's Legal Counsel

Date _____

Recipient Program Contact:
Julie Lovrien
Administrative Services Supervisor, Public Works
City of Redmond
243 E Antler Ave
Redmond, OR 97756
(541) 504-2024
julie.lovrien@ci.redmond.or.us

Recipient Fiscal Contact:
Wendy England
Accountant
City of Redmond
411 SW 9th St
Redmond, OR 97756
(541) 923-7734
wendy.england@ci.redmond.or.us

State of Oregon, acting by through its Oregon Military Department Office of Emergency Management

By _____

Clint Fella
Mitigation and Services Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Sam Zeigler via email
Senior Assistant Attorney General

Date: August 8, 2019

OEM Program Contact:
Jim Jungling
Program Coordinator, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
jim.jungling@state.or.us

OEM Fiscal Contact:
Nicki Powers
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
nicki.powers@mil.state.or.us

EXHIBIT A

Equipment Schedule

Description	Make	Model	Serial No.

SPIRE Grant acceptance

700-gallon mobile fuel tank

City Council meeting

February 25, 2020

State preparedness incident response equipment

7

Created in 2017 by HB 2687

$5 million available statewide

U

Distribute emergency preparedness equipment

State retains ownership of the equipment

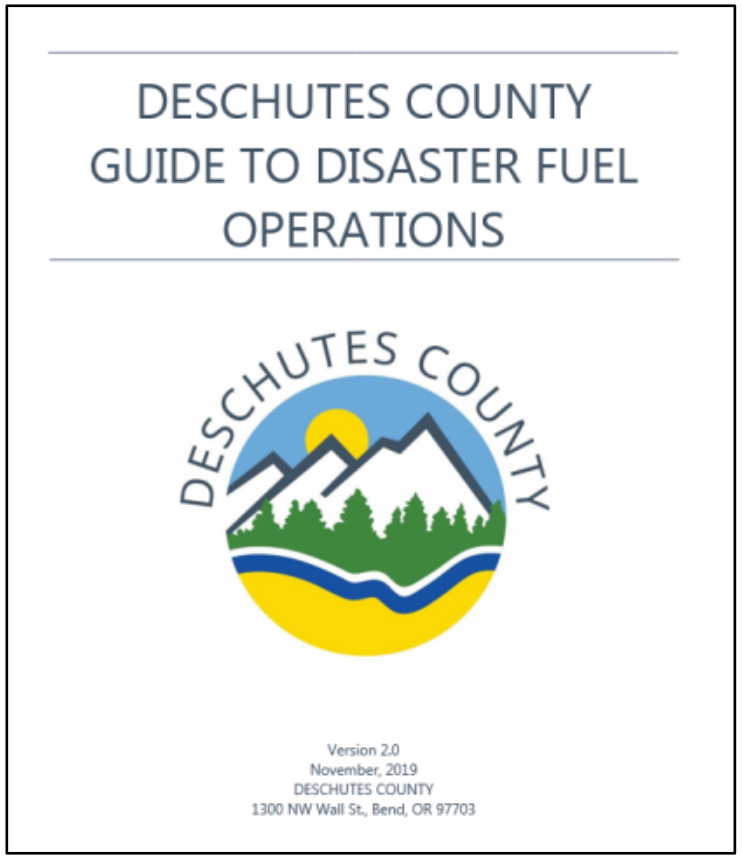
m

Requests made from specific equipment list

Save/Sustain Lives; Obtain/Maintain Situational Awareness; Incident Stabilization; Initiate Recovery

DCSO Emergency Management

Fuel



- Estimates agency fuel needs
- Establishes distribution points
- Identifies priority routes

Equipment provided

- 700-gallon mobile refueler
- Improves capability to fuel emergency generators for utilities and communication systems

Questions?

State Preparedness incident response equipment

Save/sustain lives

Obtain/maintain situational awareness

Incident stabilization

Professional Service

Slide 6

411 SW 9th STREET
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541.923.7710
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www.ci.redmond.or.us

STAFF REPORT

DATE: February 25, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Jackie Abslag, CDD Programs Coordinator
SUBJECT: Special Event Street Closure: Wild Ride Classic Car Show, April 25, 2020

Addresses Council Goal:
6. Community Enhancement: Create an image and identity that generates a sense of community pride, ensures a high quality of life and safety for our citizens, and attracts new residents and businesses and facilitates opportunities for success.

Report in Brief:
This item requests City Council approve a Public Assembly Permit for the Wild Ride Classic Car Show, scheduled for April 25, 2020. The event is organized by Mooney Marketing and sponsored by Wild Ride Brewing. Permit issuance is dependent upon all fees and other terms and requirements being met.

Map:
Attached is the map identifying the planned street closures and detour routes.

Background:
Specific special events that apply to the City for permits, which involve closure of any portion of 5th and 6th Streets, require approval from Council.These streets serve as the spine of Redmond's primary commercial and downtown corridor and closure could have unanticipated impacts. Therefore, any request for closure is viewed as meriting a public hearing as it provides an opportunity for greater public awareness and for the general public and stakeholders to provide input.

Discussion:
Public assembly permit applications are reviewed for compliance with City Code to ensure public safety, transportation, parking, sanitation, trash removal, marketing, fire protection, medical services and public notice concerns are addressed. Each application is routed to impacted City departments and partner agencies for comments. Fees are established per the City of Redmond Fee Schedule to recover City costs for supporting the event.

This will be the second year for the Wild Ride Classic Car Show. The permit requests closure of SW 5th Street from Black Butte Avenue to Forest Avenue. The duration of the closure will be from 6:00 a.m., Saturday, April 25, 2020 through 5:00 p.m. on Saturday, April 25, 2020.

There will be two detour options around the street closure:
1) 4th Street will remain open for fire/medical emergency response and allow through traffic from Forest Avenue to Black Butte Avenue, and
2) 7th Street will remain open for through traffic. The event will involve multiple vendors and approximately 500 classic cars.

Below is a matrix of items evaluated per City Policy CM 101 (which governs Special Events):

Review Item from Policy	Staff Assessment
Who benefits or is adversely impacted from the event – business frontage, general community, special event organizer.	*Benefits: Business frontage and general community.*
The opportunities/benefits (increased pedestrian traffic; increased exposure, etc.) and impacts (restricted or reduced access, etc.) to the general area where the event is being held.	*Opportunities: Increased pedestrian traffic, increased exposure for businesses on frontage, community gathering.* *Impacts: Restricted access to four primary blocks in downtown Redmond on SW 5th Street for a Saturday.*
Whether or not there is another event with a scheduled street closure on the same street or in the same general area during the same month.	*No other event is currently scheduled in the same general area or street during the month of April.*
If at all possible, avoid closing 5th or 6th streets more than twice a month; avoid closures on consecutive weekends; and aside from use of designated Festival Streets, avoid street closures which affect the same general area.	*No other event currently closes 5th or 6th streets during April 2020.*
Suggested minimum attendance for street closure durations are recommended per the following: If the event is between 4 – 12 hours, then at least 500 people should be expected. If the event is between 12 – 24 hours, then at least 1000 people should be expected. If the event is greater than 24 hours, then at least 2500 people should be expected.	*The request is for 11 hours and at least 1,000 people are anticipated.*
Whether or not the event is for a non-profit organization or for a private commercial organization and the overall community benefit of the event.	*Event is sponsored by a private commercial business. 1,000 spectators are anticipated to visit the downtown core.*
All permit requirements, in accordance with the City Manager's discretion, by the Redmond City Code have been met.	*All requirements have been met.*

Fiscal Impact:
Fees per City of Redmond Fee Schedule are recommended to help recover City costs for supporting the event. Those fees are as follows:

Permit Fee: Street Closure	$200.00
Public Works Fee – Traffic Control	$240.00
Deposit (Deposit is refundable after the event)	$250.00
TOTAL:	**$690.00**

Alternative Courses of Action:
1. Approve the Public Assembly Permit for the Wild Ride Classic Car Show.
2. Request more information.
3. Deny the Public Assembly Permit.

Recommendation / Suggested Motion:
"I move to approve the Public Assembly Permit for the Wild Ride Classic Car Show, maintaining the fee schedule as shown."

Manifest

- 18 x Type II Barricade
- 15 x Barrier
- 7 x Road Closed
- 4 x Detour Right
- 2 x Detour Left
- 2 x Detour Left Right
- 2 x Road Closed Ahead
- 2 x Special Event Ahead
- 1 x SC9 (FWY) DETOUR with Arrow
- 1 x Titlebox
- 1 x W20-3 Road Closed

Legend

www.invarion.com

- Barrier
- Detour Left
- Detour Left Right
- Detour Right
- Road Closed
- Road Closed Ahead
- Special Event Ahead
- Titlebox
- Type II Barricade
- W20-3 Road Closed

DATE: 19/12/2019 AUTHOR: ANTHONY ORTGIES PROJECT: WILD RIDE CAR SHOW 2020

COMMENTS:

SEE ATTACHED PERMIT FOR DETAILS.

city of REDMOND oregon

411 SW 9th STREET
REDMOND, OR 97756
541.923.7710
FAX: 541.548.0706
www.ci.redmond.or.us

STAFF REPORT

DATE: February 25, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Jackie Abslag, CDD Programs Coordinator
SUBJECT: Special Event Street Closure: Redmond Street Festival, June 27 - 28, 2020

Addresses Council Goal:
6. Community Enhancement: Create an image and identity that generates a sense of community pride, ensures a high quality of life and safety for our citizens, and attracts new residents and businesses and facilitates opportunities for success.

Report in Brief:
This item requests City Council approve a Public Assembly Permit for the Central Oregon Shows, Redmond Street Festival scheduled for June 27 - 28, 2020. Permit issuance is dependent upon all fees and other terms and requirements being met.

Background:
Specific special events that apply to the City for permits, which involve closure of any portion of 5th and 6th Streets, require approval from Council.These streets serve as the spine of Redmond's primary commercial and downtown corridor and closure could have unanticipated impacts. Therefore, any request for closure is viewed as meriting a public hearing as it provides an opportunity for greater public awareness and for the general public and stakeholders to provide input.

Discussion:
Public assembly permit applications are reviewed for compliance with City Code to ensure public safety, transportation, parking, sanitation, trash removal, marketing, fire protection, medical services and public notice concerns are addressed. Each application is routed to impacted City departments and partner agencies for comments. Fees are established per the City's Fee Schedule to recover a portion of City costs for supporting the event.

This will be the eighth year for the Redmond Street Festival. The permit requests closure of SW 6th Street from Black Butte Avenue to Forest Avenue (map attached). The duration of the closure will be from 4:00 p.m., Friday, June 26, through 9:00 p.m. on Sunday, June 28, 2020.

The event will involve approximately 70 street vendors, which will line 6th Street with arts, crafts and antiques. The event will also include a stage for live music, food and beer garden and a game area for kids of all ages.

Below is a matrix of items evaluated per City Policy CM 101 (which governs Special Events):

Review Item from Policy	Staff Assessment
Who benefits or is adversely impacted from the event – business frontage, general community, special event organizer.	*Benefits: Business frontage and general community.*
The opportunities/benefits (increased pedestrian traffic; increased exposure, etc.) and impacts (restricted or reduced access, etc.) to the general area where the event is being held.	*Opportunities: Increased pedestrian traffic, increased exposure for businesses on frontage, community gathering.* *Impacts: Restricted access to four primary blocks in downtown Redmond on SW 6th Street for a Saturday.*
Whether or not there is another event with a scheduled street closure on the same street or in the same general area during the same month.	*No other event is currently scheduled in the same general area or street during the month of June.*
If at all possible, avoid closing 5th or 6th streets more than twice a month; avoid closures on consecutive weekends; and aside from use of designated Festival Streets, avoid street closures which affect the same general area.	*No other event currently closes 5th or 6th streets during June 2020.*
Suggested minimum attendance for street closure durations are recommended per the following: If the event is between 4 – 12 hours, then at least 500 people should be expected. If the event is between 12 – 24 hours, then at least 1000 people should be expected. If the event is greater than 24 hours, then at least 2500 people should be expected.	*The request is for 48 hours, but at least 2500 people are anticipated to participate.*
Whether or not the event is for a non-profit organization or for a private commercial organization and the overall community benefit of the event.	*Event is sponsored by a private commercial business. It is one of the larger events in downtown Redmond that attracts pedestrian traffic to the downtown core.*
All permit requirements, in accordance with the City Manager's discretion, by the Redmond City Code have been met.	*All requirements have been met.*

Fiscal Impact:
Fees per the City of Redmond Fee Schedule are established to help recover City costs for supporting events and are as follows:

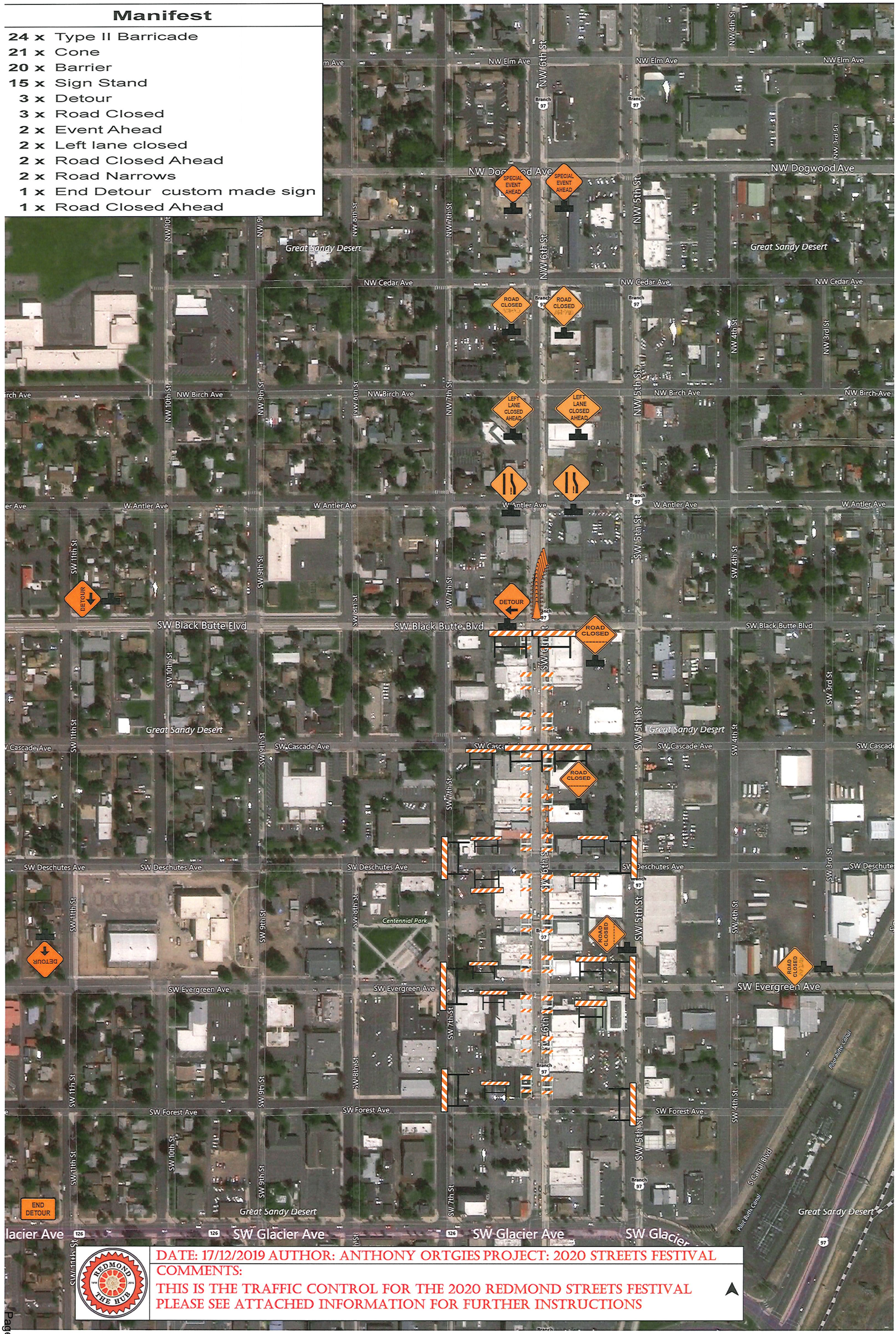
Permit Fee: Street Closure	$200.00
Public Works Fee – Traffic Control	$240.00
Deposit (Deposit is refundable after the event)	$250.00
TOTAL:	**$690.00**

Alternative Courses of Action:
1. Approve the Public Assembly Permit for the Redmond Street Festival.
2. Request more information.
3. Deny the Public Assembly Permit.

Recommendation / Suggested Motion:
"I move to approve the Public Assembly Permit for the Redmond Street Festival, maintaining the fee schedule as shown."

Manifest

24 x	Type II Barricade
21 x	Cone
20 x	Barrier
15 x	Sign Stand
3 x	Detour
3 x	Road Closed
2 x	Event Ahead
2 x	Left lane closed
2 x	Road Closed Ahead
2 x	Road Narrows
1 x	End Detour custom made sign
1 x	Road Closed Ahead



DATE: 17/12/2019 AUTHOR: ANTHONY ORTGIES PROJECT: 2020 STREETS FESTIVAL

COMMENTS:

THIS IS THE TRAFFIC CONTROL FOR THE 2020 REDMOND STREETS FESTIVAL
PLEASE SEE ATTACHED INFORMATION FOR FURTHER INSTRUCTIONS

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