



MADRAS MRC-CITY COUNCIL MEETING

Tuesday, February 27, 2024 at 5:30 PM

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Telephone (541) 475-2344 www.ci.madras.or.us

This meeting is open to the public. Audio/Video of the meeting will be available on our website within 24 hours following the meeting. This agenda includes a list of the principal subjects anticipated to be considered at the meeting. However, the agenda does not limit the ability of the Council to consider additional subjects. Meetings may be canceled without notice. The chat feature in Zoom is only available during Public Comments portions of the meeting. Zoom participants should use the "raise your hand" feature during these times to alert the moderator that they would like to speak.

Join via Zoom:

<https://us02web.zoom.us/j/2912614668?pwd=MIJ3ZzhOYzg0ZkhwOTZ0REgrWTFYdz09>

Passcode: **5414752344**

Join via teleconference:

From a cell phone: **971-247-1195**

From a land line phone: **1-877-853-5257**

Meeting ID: **291 261 4668#**

Participant ID: **#**

Passcode: **541 475 2344#**

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

II. Pledge of Allegiance and Prayer

III. Roll Call

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

V. Amend or Accept MRC Agenda

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Approve MRC Meeting Minutes for January 23, 2024
2. Approve MRC Meeting Minutes for January 9, 2024
3. Approve MRC Meeting Minutes for November 14, 2023
4. MRC Bank Signature Card Updates
5. MRC Vouchers January 2024
6. Capital Expenditures January 2024

VII. Regular Agenda

1. MRC - Government Debt Financing Presentation

Kate Knop, Finance Director

2. Intergovernmental Agreement for Grant and Loan Administration
Nicholas Snead, Community Development Director
3. Authorization for Submission of Business Oregon Grant Applications and MRC funding
Nicholas Snead, Community Development Director

VIII. Additional Discussion

IX. Adjourn Commission Meeting

CITY COUNCIL AGENDA

I. Call Meeting to Order

II. Roll Call

III. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

IV. Amend or Accept Regular Agenda

Add after Visitor Presentations a Public Hearing for City of Madras Comprehensive Plan and Development Code Text Amendment to implement the maximum residential density standard.

V. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Approve Executive Session Minutes for February 13, 2024
2. Approve City Council Meeting Minutes for February 13, 2024
3. Approve Work Session Minutes for January 31, 2024
4. Approve City Council Meeting Minutes for January 23, 2024
5. City Vouchers - January 2024

VI. Visitor Presentation(s)/Proclamations

1. Chamber Director Monthly Updates

VII. Public Hearing

1. **City of Madras Comprehensive Plan and Development Code Text Amendment to implement the maximum residential density standard.**

A. Mayor Opens Public Hearing

B. Declaration of Conflicts of Interest: Does any Councilor have any actual economic conflict of interest to disclose?

C. Staff Report / Applicant Testimony

D. Public Testimony

E. Staff Comments

F. Deliberation (Motion to recommend approval, modification, denial, or continue the public hearing to a date and time certain)

Nicholas Snead, Community Development Director

VIII. Regular Agenda

1. Shelter Services Center Operating and Lease Agreement
Jeff Hurd, Public Works Director
2. Information Technology Services Agreement Extension
Nicholas Snead, Community Development Director
3. Hoffman Park - Greenworks P.C. Design Contract
Michele Quinn, Public Works Manager
4. Helipad Access Road
Michele Quinn, Public Works Manager
5. COAR Grant 2024-S33-00003 - Apron Improvements
6. Oregon Department of Aviation - COAR Grant Award Helipad Project

IX. Department Reports / Committee Updates

X. Adjourn Council Meeting

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, January 23, 2024

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

Chair Soliz called the meeting to order at 5:30 pm.

II. Pledge of Allegiance and Prayer

Commissioner O'Daniel led the Pledge of Allegiance and Commissioner Spencer led the prayer.

III. Roll Call

Commission:

Chair Soliz was present.

Commissioners Beaver, Lepin, O'Daniel, Seibold, Soliz, Spencer, and Weidner were present. Commissioners Potter, Townsend, Yoder, and Walker were excused.

Staff:

City Administrator Will Ibershof via Zoom

Police Chief Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Airport Administrator Lorraine Martinelli

Sergeant Detective Steve Webb

Visitors in Person:

Andre Jackson

Angela Rhodes

Jane Innis

Star Todd

Jeff Rasmussen

Rick Allen

Raul Aguilar

Visitors on Zoom:

Kate Knop

Joe Morgan

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

Star Todd and Jane Innes of the Jefferson County Library District took a moment to invite the Commission and Council to an open house at the library, Thursday February 25, 2024 at 11:30am or 5:30pm, where they will be discussing the Library Expansion project. They would like as much community feedback as possible.

V. Amend or Accept MRC Agenda

There were no changes to the MRC agenda.

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. 12-12-23 MRC Meeting Minutes

Motion:	That the consent agenda be approved as submitted.			
Moved:	Seibold			
Seconded:	Spencer			
Ayes:	Lepin, Seibold, Soliz, Spencer, O'Daniel, Beaver, Weidner			
Nays:	None			
Absences:	Potter, Townsend, Yoder, Walker	Nays: 0	Absent: 4	Recused: 0
Passed:	7/0			

VII. Regular Agenda

1. **MRC Vouchers October - December 2023**

Rose Vanderschaegen, Interim Finance Director, advised that vouchers were coming to them for October through December as there was no second meeting of the month for November or December. At this meeting she is asking for the MRC to accept the vouchers.

Motion:	I move that we accept the MRC Vouchers October - December 2023 as presented.			
Moved:	Seibold			
Seconded:	Lepin			
Ayes:	Beaver, Lepin, O'Daniel, Seibold, Soliz, Spencer, Weidner			
Nays:	None			
Absences:	Potter, Townsend, Yoder, Walker	Nays: 0	Absent: 4	Recused: 0
Passed:	7/0			

2. **Second Quarter Financial Update**

Rose Vanderschaegen, Interim Finance Director, advised that this is the second biennial budget for the Madras Urban Renewal Agency. City staff are working with outside bond counsel to determine the best plan for obtaining long-term funding which will be used to pay off the Lines of Credit and provide a more affordable funding source for projects.

3. **Interview of Candidate for Commission Vacancy**

City Recorder Pollock advised that there is one final vacancy on the Madras Redevelopment Commission. Angela Rhodes has submitted an application to be considered for the vacancy. Ms. Rhodes was invited up to the microphone. Commissioners had four questions for the applicant and the commissioners rotated through each, asking the applicant one question at a time.

Motion:	That the Commission make a recommendation to the City Council to appoint Angela Rhodes to fill a vacant position on the Madras Redevelopment Commission term beginning 1/23/2024 and ending 12-31-2026.			
Moved:	Lepin			
Seconded:	Spencer			
Ayes:	Beaver, Lepin, O'Daniel, Seibold, Soliz, Spencer, Weidner			

Nays:	None			
Absences:	Potter, Townsend, Yoder, Walker	Nays: 0	Absent: 4	Recused: 0
Passed:	7/0			

4. Lincoln Capital Management Loan Subordination Request for the MRC’s Loan to J and C 5th Street, LLC for The Spot Project

Director Snead informed the commission that there is a request for the MRC to subordinate their loan to Lincoln Capital Management. On October 25, 2022, the MRC approved a \$450,000 loan and a \$60,000 grant to the J and C 5th Street, LLC for The Spot redevelopment project. J and C 5th Street, LLC has a construction loan from Harvest Small Business Finance for the project and is working on securing permanent financing from Lincoln Capital Management. J and C 5th Street, LLC seeks to secure a \$1,389,000 loan from Lincoln Capital Management for which the proceeds will be used to repay the construction loan from Harvest Small Business Finance. In so doing, Lincoln Capital Management has requested the MRC authorize the Subordination Agreement that will allow J and C 5th Street, LLC to secure permanent financing for the project. However, it will require the MRC’s \$450,000 to take second place position on the property (i.e. subordinate lien position). The risk to the MRC is that by taking second position on the property, it increases the chances of the loan not being repaid in full in the event of default by the borrower. While staff doesn’t anticipate the borrower defaulting on the loan, it is a possibility. Therefore, in the effort to provide full disclosure and provide context to the MRC’s risk, it is staff’s duty to report the ramifications of the MRC accepting a second position on the property for their loan.

Andre Jackson, owner of J and C 5th Street, LLC, explained his need for the loan, his future funding planning and therefore the need for a subordination from the MRC. Mr. Jackson also presented an additional event space that will be added to the development.

Staff and the Commission discussed the potential need in the future for a policy that addresses subordination and/or lien position when the MRC approves loan funding.

Commissioner Soliz discussed that he has concerns subordinating the MRC loan and taking a second lien position as there has been recent denial of another business due to not wanting to be in a secondary lien position. Also, the concern with default as the property is undeveloped, should the MRC subordinate, would not have the value to cover the new loan as well as the MRC loan. Commissioner Lepin was in agreement with Commissioner Soliz.

Commissioner Seibold, Beaver, Weidner, O’Daniel and Spencer were in favor of the subordination agreement as the project has already been approved. There may need future discussion to develop policy in regards to lien position.

Motion:	I move that the MRC approve the Loan Subordination Agreement as presented.			
Moved:	Seibold			
Seconded:	Spencer			
Ayes:	Beaver, O’Daniel, Seibold, Spencer, Weidner			
Nays:	Soliz			
Abstain:	Lepin			
Absences:	Potter, Townsend, Yoder, Walker	Nays: 1	Absent: 4	Abstain: 1 Recused: 0

5. Harriman Building and Rio Restaurant Project Updates and Deferral Considerations

Director Snead advised the commission that on December 13, 2022 the MRC approved funding for both the Harriman Building and the Rio Restaurant projects. In light of the MRC directing staff to pursue refinancing the Line of Credit through bond issuance in the next 6 months, which may constrain the ability of the MRC to approve funding for new projects while bonds are being issued. The MRC was concerned that there may not be capital available to approve funding for new projects during the bond issuance process. The MRC asked staff to determine options that would allow capital to be available to fund projects while the bond issuance process takes place. Staff has identified that the Harriman Building and Rio Restaurant projects haven't started construction and that these projects may likely be able to be delayed so that their approved funding (capital) could be use to approve other projects within the MURD while bonds are being issued.

Staff has informally discussed the need to delay these projects with representatives from each project. Rick Allen of the Harriman Building project is open to the idea of delaying the project, however additional details are needed. Raul Arriaga of the Rio Restaurant project is also open to delaying the project but only for one year. He would like to start construction in 2025.

Rick Allen of the Harriman Building project gave the commissioners a handout for their review. He presented the history of the property and the future plans for the development. He advised that they intend to do the project. They believe they will begin their renovations within the next couple of years. They would be open to delaying funding to assist the MRC. Commissioner Soliz asked if they would delay their project, at the time that they begin needing funding, would they be open to adjusting their interest rate for the time they begin their renovations? Mr. Allen advised that they would be open to discussion when the time comes for their funding.

Raul Arriaga of the Rio Restaurant updated the commission of his plan for his renovation. He advised of the upgrades they hope to make and reasons for the delay. He has asked to delay funding for his project. Mr Arriaga would like to wait for their renovations until after The Spot is developed as that may alter their design plans.

No action was needed at this time. Staff and the borrowers may need to bring documents back to formalize the amendments needed for the delay; these would be presented at a future meeting, if needed.

6. Report on 15 NE 7th Street

Director Snead reported that at the January 9, 2024 MRC meeting Commissioner Spencer asked if the property located at 15 NE 7th Street was located within the Madras Urban Renewal District (MURD). In so doing, Commissioner expressed concern about the location of the structure located on the property that created an unsafe traffic condition. Director Snead informed the commission of the status of the property: it is in the district, property owner information, zoning information, etc.

Commissioners asked staff to seek what options could be made with the property. Director Snead advised that he would look into options and come back to a future meeting with the findings.

VIII. Additional Discussion

Director Snead advised that the new commissioner's laptops would arrive soon.

Director Snead reported that the two properties that the MRC owns, he has a proposal from the consultant that suggests the MRC seek grant funding for potential development. He is working towards that and will come back to the MRC for formal action at a future meeting.

IX. Adjourn Commission Meeting

Meeting adjourned at 6:46 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, Executive Director

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, January 9, 2024

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

Chair Soliz called the meeting to order at 5:31 pm.

II. Pledge of Allegiance and Prayer

Commissioner Townsend led the Pledge of Allegiance and Commissioner Walker led the prayer.

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

Commissioners Lepin, Potter, Seibold, Spencer, Townsend, Beaver, O'Daniel, Weidner and Walker were present.

Commissioner Yoder was excused.

Staff:

Police Chief Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Interim Airport Administrator Lorraine Martinelli

Visitors in Person:

Debbie Taylor, Jefferson County Chamber Director

Courtney Snead, Madras Aquatic Center

Jinnell Lewis, Madras Aquatic Center

Deana Seibold, Madras Aquatic Center

Jean McCloskey, Madras Aquatic Center

Star Todd

Gary Buss, Faith Based Network

Tony Mitchell, Faith Based Network

Kate Knop

Visitors on Zoom:

Mae Huston

Pat Kruis

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

V. Amend or Accept MRC Agenda

1. Remove items 1-3 on the Consent Agenda due to an issue with the items not posted within packet materials.

Motion:	Accept the agenda with changes as stated.			
Moved:	Seibold			
Seconded:	Lepin			
Ayes:	Lepin, Potter, Seibold, Soliz, Spencer, Townsend, Walker, Beaver, O'Daniel, Weidner			
Nays:	None			
Absences:	Yoder	Nays: 0	Absent: 1	Recused: 0
Passed:	10/0			

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- 1. ~~Madras Redevelopment Commission Meeting Minutes – November 14, 2023~~
- 2. ~~Madras Redevelopment Commission Work Session Minutes – December 7, 2023~~
- 3. ~~Madras Redevelopment Commission Meeting Minutes – December 12, 2023~~

VII. Regular Agenda

1. Authorization to Proceed with Long-Term Financing for MRC Debt

Director Snead and Interim Director Vanderschaegen provided an overview of the MRC’s current debt obligations, identified three re-financing options, and requested that the MRC take formal action to identify which refinancing option staff will pursue. Specifically, staff recommends that the MRC authorize staff to begin the process of issuing a bond or bonds to refund all or a portion of its \$1,900,000 MURD line of credit promissory note and \$1,000,000 HURD line of credit promissory note plus secure additional funds as deemed appropriate by MRC. Staff advised that the MRC’s current LOC (\$1.9 million, 7.5% interest) that has funded MRC projects is anticipated to run out in June 2024. In the past, the MRC has converted their LOC into long-term debt issuance (tax-exempt bonds). Staff reviewed with the commission three financing options (graphs available in the meeting packet).

Refinancing the \$1.9 million LOC with tax-exempt bonds (Opt. 2, Table 1 of the meeting packet) is recommended by staff and the City’s financial advisor. Staff needs direction from the commission on their desired path to pursue.

Previously, Commissioners expressed concerns about not having the financial ability to fund new projects during calendar year 2024. In response, staff has determined that they may be able to delay funding available from two previously approved projects and use that funding included in the \$1.9 million LOC to fund other projects in the meantime. Staff has identified that the Harriman Building Patio Renovation and Rio Building and Patio Renovation projects haven’t started construction. Staff met with each of the property owners and discussed the desire to put their projects on hold for 3 years (January 2027) and allow them to draw funds for the projects in 2027. Both property owners were open to that. This would provide the MRC about \$500,000 of funding that is being financed in this current refinance effort, to be reallocated to other projects during calendar years 2024 and 2025. It would require the MRC and the property owners for each project to mutually agree to amended terms in their respective grant and loan documents accordingly. If this is of interest to the MRC, staff would organize a report to the MRC from each property owner on their respective project at a January MRC meeting at which time the amended terms of their agreement would be

discussed and hopefully agreed upon by both parties. Thereafter, staff would work with the City Attorney to prepare the necessary amending grant and loan documents that the MRC would consider approving at a meeting in February or March of 2024.

Commissioner Townsend asked if the interest rate is locked in for the current approved projects and if the projects were to delay, would we be able to determine a more fitting interest rate to fairly match what the MRC is charged. Director Snead advised that would be something to be negotiated with the property owners when discussions for delaying are had.

Motion:	I move that the MRC authorize staff to begin the process of issuing a bond or bonds to refund all or a portion of its \$1,900,000 MURD line of credit promissory note and \$1,000,000 HURD line of credit promissory note plus secure additional funds as deemed appropriate by MRC.		
Moved:	Townsend		
Seconded:	Spencer		
Ayes:	Beaver, Lepin, O'Daniel, Potter, Seibold, Soliz, Spencer, Townsend, Walker, Weidner		
Nays:	None		
Absences:	Yoder	Nays: 0	Absent: 1
Passed:	10/0		

VIII. Additional Discussion

Public Works Director Hurd reported that storm water project for Cedar Street, bids have been collected for the City's portion of the project. Dry Canyon Construction was the low bid and has been secured.

Director Snead reported that the MRC owned properties have been discussed with a consultant. They have intentions of working with DEQ to see what kind of funding may be available for ground work clean-up. They would like to demonstrate some conceptual ideas of displaying how the properties may be used and secure grant funding to produce these plans.

Commissioner Spencer brought up safety concerns about the building at the corner of 7th St and B St because it causes visual issues on a heavily traveled street. Director Snead advised that the building does not meet visual requirements per today's standards. He said he would look into options and would report back at the next meeting.

City Recorder Pollock advised that at the December meeting we filled three of the four vacant positions, it was decided to hold one position for the candidates who were unable to attend. City Recorder Pollock would like direction from the Commission on if they'd like her to solicit for additional applicants or bring in the one remaining applicant at the next MRC meeting to be considered. Commissioners advised they would like to bring in the one remaining applicant to be interviewed and considered for the final vacant seat on the commission.

IX. Adjourn Commission Meeting

Meeting adjourned at 5:56 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, Executive Director

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, November 14, 2023

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

Chair Soliz called the meeting to order at 5:32 pm.

II. Pledge of Allegiance and Prayer

Commissioner Seibold led the Pledge of Allegiance and Commissioner Spencer led the prayer.

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

Commissioners Lepin, Potter, Seibold, Spencer, Townsend, Yoder and Walker were present.
Commissioner Reynoso was absent.

Staff:

Community Development Director Nick Snead
Interim Finance Director Rose Vanderschaegen
HR & Administrative Director Charo Miller
Public Works Director Jeff Hurd
Public Works Manager Michele Quinn
City Recorder Keli Pollock

Visitors in Person:

Melanie Widmer
Ray & Alisha Soliz
Lacey Solero
George Neilsen
Daleena Green
Zak Boone, COCC
Jeremy Green, COCC
Mike Williams

Visitors on Zoom:

None

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

V. Amend or Accept MRC Agenda

There were no changes or amendments to the MRC Agenda.

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

Motion:	That the consent agenda be approved as submitted.		
Moved:	Seibold		
Seconded:	Walker		
Ayes:	Lepin, Potter, Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Nays:	None		
Absences:	Reynoso	Nays: 0	Absent: 1
Passed:	8/0		

VII. Regular Agenda

1. Wild Winds Ranch, LLC Stormwater Grant Agreement

On October 10, 2023 the Madras Redevelopment Commission took formal action to authorize \$49,000 of MURD funding for stormwater mitigation at the Wild Winds Station (restaurant) for the Wild Winds Ranch, LLC (business). The City Attorney has prepared a Stormwater Grant Agreement to formalize the approval of MRC funding and the conditions for how said funds are to be used. Staff notes that Section 3 and 4 of the Agreement establish the disbursement conditions and grantee obligations for disbursed funds. Director Snead presented the Stormwater Grant Agreement to the MRC to consider approving.

Public Works Director Hurd and Director Snead discussed with the Commissioners concerns they had over the terms, indemnification, the city's role and other discussion points at which time the commission was in agreement to make a motion.

Motion:	I move that the MRC approve the Wild Winds Ranch, LLC Stormwater Grant Agreement.		
Moved:	Townsend		
Seconded:	Lepin		
Ayes:	Lepin, Potter, Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Nays:	None		
Absences:	Reynoso	Nays: 0	Absent: 1
Passed:	8/0		

2. First Interstate Bank - Money Market Account Proposal

Staff recommends that Council approve establishing a stand-alone Money Market Account rather than a Money Market Sweep Account at First Interstate Bank. The Finance Director will be able to manually transfer funds into the Money Market account from the checking account in order to save bank fees that we would be charged for setting up the Sweep Account.

Motion:	That Council approve the creation of a new stand-alone Money Market Account through First Interstate Bank for the MRC.		
Moved:	Seibold		
Seconded:	Spencer		
Ayes:	Lepin, Potter, Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Nays:	None		
Absences:	Reynoso	Nays: 0	Absent: 1
Passed:	8/0		

VIII. Additional Discussion

Commissioner Spencer would like a packet that summarizes project status, funding, and other details at each meeting. Director Snead advised that he intends to provide a quarterly report on projects, if she needs any additional detail in those quarterly summaries to let him know.

City Recorder Pollock advised that there were four applications submitted for interest in the MRC vacancies. We will move forward with interviewing the candidates at the December meeting.

IX. Adjourn Commission Meeting

Meeting adjourned at 5:46 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, Executive Director

Approved by Council on: _____

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: February 27, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator
Subject: **BANK SIGNATURE CARD UPDATES**
First Interstate Bank MRC Account

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council authorize First Interstate Bank to make the changes outlined below.

OVERVIEW:

Upon review of signature holders at First Interstate Bank MRC Account, it became evident that the signature holders needed to be updated.

STAFF ANALYSIS:

The following changes need to be made to the signers for the City of Madras MRC account:

The authorized signers for the account now include:

- Nick Snead
- Jennifer Townsend
- Gabriel Soliz
- William Ibershof

FISCAL INFORMATION:

NA

SUPPORTING DOCUMENTATION:

NA

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: February 27, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator
Subject: **MRC VOUCHERS OCTOBER - DECEMBER 2023**

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

OVERVIEW:

STAFF ANALYSIS:

FISCAL INFORMATION:

See attachment

SUPPORTING DOCUMENTATION:

October - December 2023 MRC Vouchers

Report Criteria:

Report type: Summary
 Bank.Bank number = 2

GL Period	Check Issue Date	Check Number	Payee	Description	Check Amount
01/24	01/16/2024	4481	All American LLC	Initiative Brewing	29,920.00
01/24	01/16/2024	4482	C Potterf Construction Inc	Initiative Brewing	12,922.50
01/24	01/16/2024	4483	Elite Construction Contracting LLC	Initiative Brewing	20,000.00
01/24	01/16/2024	4484	J and C 5th Street LLC	The Spot - Design Agreement/Bargree Ellingson	1,650.00
01/24	01/16/2024	4485	O Brien and Company LLC	J and C street LLC Draw #5	16,615.51
01/24	01/16/2024	4486	Tiberius Solutions LLC	Project 0158 June-December 2023	4,787.50
01/24	01/31/2024	4487	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	722.50
01/24	01/31/2024	4488	Government Ethics Commission	Annual Ethics Commission billing FY 23-24	945.68
Grand Totals:					87,563.69

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>	
12/5/2023	MADRAS PAINT & GLASS INC	Madras Paint and Glass Inc.- Paint Improvement Grant	\$1,083.40	
			MRC TOTAL	1,083.40

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: February 27, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator
Subject: **CAPITAL EXPENDITURES JANUARY 2024**
Review of Capital Expenditures for January 2024

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

NA

OVERVIEW:

These are the Capital Expenditures for the City through the month of January 2024

STAFF ANALYSIS:

The Capital Expenditures are provided to City Council for their review.

FISCAL INFORMATION:

See Capital Expenditures

SUPPORTING DOCUMENTATION:

January 2024 Capital Expenditures

City of Madras
Capital Project List

As of 1/31/24		FY 2023-2024				
		Budget	Actual	Variance	% Complete	
General Fund - Police Department						
Equipment Purchases	101-106-540-1401	\$ -	\$ 11,848	\$ (11,848)	0%	
PD Radios	101-106-540-1402	\$ 12,737	\$ 12,737	\$ 0	100%	
PD Body Cameras	101-106-540-1403	\$ 40,000	\$ -	\$ 40,000	0%	
PD Total		\$ 52,737	\$ 24,585	\$ 28,152		
General Fund - Other						
Homeless Shelter	101-109-540-1702	\$ 2,965,804	\$ 2,683,476	\$ 282,328	90%	
Server at City Hall	101-109-540-1705	\$ 22,068	\$ 22,068	\$ 0	100%	
General Fund - Other Total		\$ 2,987,872	\$ 2,705,543	\$ 282,329		
TOF Fund						
J Street Bridge	204-040-540-1325	\$ 100,000	\$ 56,845	\$ 43,155	57%	
MTEP Culver Hwy/Hall Road/J Street	204-040-540-3003	\$ 1,250,000	\$ 1,254	\$ 1,248,746	0%	
Cedar Street Storm Improvements	204-040-540-1334	\$ -	\$ 13,730	\$ (13,730)	0%	
Pave 10th Street - J to Buff Street	204-040-540-1331	\$ 400,000	\$ -	\$ 400,000	0%	
Cleveland, Birch & 3rd Street	204-040-540-1332	\$ 175,000	\$ -	\$ 175,000	0%	
Oak Street Improvements	204-040-540-1333	\$ 250,000	\$ -	\$ 250,000	0%	
TOF Fund Total		\$ 2,175,000	\$ 221,829	\$ 1,953,171		
Parks Fund						
Willowbrook Park Irrigation	101-105-540-1303	\$ 10,000	\$ -	\$ 10,000	0%	
Bean Park Equipment Rehab	101-105-540-1306	\$ 65,000	\$ 67,379	\$ (2,379)	104%	
Parks Fund Total		\$ 75,000	\$ 67,379	\$ 7,621		
Golf Course Fund						
Willowbrook Cart Path	208-208-540-1305	\$ 40,000	\$ -	\$ 40,000	0%	
Golf Course Fund Total		\$ 40,000	\$ -	\$ 40,000		
Improvement Fee Fund						
Improvement Projects	409-409-540-2901	\$ 320,000	\$ -	\$ 320,000	0%	
Improvement Fee Fund Total		\$ 320,000	\$ -	\$ 320,000		
Water Fund						
G Street Water Line Replacement	502-020-540-3203	\$ 42,337	\$ 42,337	\$ 0	0%	
Water Fund Total		\$ 42,337	\$ 42,337	\$ 0		
Wastewater Fund						
Equipment Purchases	503-030-540-1401	\$ 80,000	\$ -	\$ 80,000	0%	
Sewer Improvement Econ Development	503-030-540-2814	\$ 85,000	\$ -	\$ 85,000	0%	
Highway 97 Sewer Upgrade	503-030-540-2818	\$ 40,000	\$ -	\$ 40,000	0%	
Mountain View Estates	503-030-540-2819	\$ -	\$ -	\$ -	0%	
Culver Highway Sewer	503-030-540-2820	\$ 1,000,000	\$ 11,627	\$ 988,373	1%	
Odor Control	503-030-540-2821	\$ 300,000	\$ 296,210	\$ 3,791	99%	
Demers Pumpstation Upgrade	503-030-540-2823	\$ 1,250,000	\$ -	\$ 1,250,000	0%	
Sewer Effluent Irrigation Project	503-030-540-2824	\$ 1,000,000	\$ -	\$ 1,000,000	0%	
Hall Road Sewer Extension	503-030-540-2825	\$ 1,000,000	\$ -	\$ 1,000,000	0%	
RV Dump/Fairgrounds	503-030-540-2826	\$ 20,000	\$ 10,000	\$ 10,000	50%	
Heliclean	503-030-540-2827	\$ 100,000	\$ -	\$ 100,000	0%	
SWWTP Blowers	503-030-540-2828	\$ 200,000	\$ -	\$ 200,000	0%	
Sludge Pump #1 & #2	503-030-540-2829	\$ 90,000	\$ -	\$ 90,000	0%	
Wastewater Fund Total		\$ 5,165,000	\$ 317,837	\$ 4,847,163		
Airport Fund						
Airport Improvements	509-090-540-1001	\$ 80,000	\$ -	\$ 80,000	0%	
Helipad	509-090-540-1009	\$ 189,000	\$ 550	\$ 188,450	0%	
Aeroair Roof Repair	509-090-540-1014	\$ 50,000	\$ 6,917	\$ 43,083	14%	
Apron and Fencing Improvements	509-090-540-1015	\$ -	\$ 58,234	\$ (58,234)	0%	
Airport Fund Total		\$ 319,000	\$ 65,701	\$ 253,299		
Public Works - Fleet Fund						
Equipment Purchases	803-102-540-1401	\$ 75,000	\$ 13,205	\$ 61,795	18%	
Equipment Lease	803-102-540-1404	\$ 97,000	\$ 97,553	\$ (553)		
Public Works - Fleet Fund		\$ 172,000	\$ 110,758	\$ 61,242		
Grand Totals		\$ 11,348,946	\$ 3,555,969	\$ 7,792,977		

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: February 27, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator
Subject: **MRC - GOVERNMENT DEBT FINANCING PRESENTATION**

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

N/A

OVERVIEW:

Provide information on government debt financing including short and long-term financing instruments with additional information from DA Davidson.

STAFF ANALYSIS:

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:



MADRAS
REDEVELOPMENT
COMMISSION (MRC)

Government Debt Financing

Kate Knop
Finance Director
February 27, 2024





INTRODUCTION

Government debt financing can be as simple as a loan from a bank or as complex as a bond issued and marketed to investors in the open market.

“One of the most important responsibilities of state and local governments is to meet capital needs.”

TYPES OF MUNICIPAL DEBT

LONG – TERM

Long-term debt is a legal obligation that typically does not mature for over a decade. The funding mechanism used can vary widely depending on the capital project.

Types

- Municipal Bonds
- Bank Loans or Direct Placements

SHORT-TERM

A type of loan used to support a temporary business capital need.

In most cases, it must be paid off within six months to a year, a maximum of 18 months.

Used to meet operating expenses in anticipation of receiving future money.

Types

- Notes or Warrants
- Lines of Credit



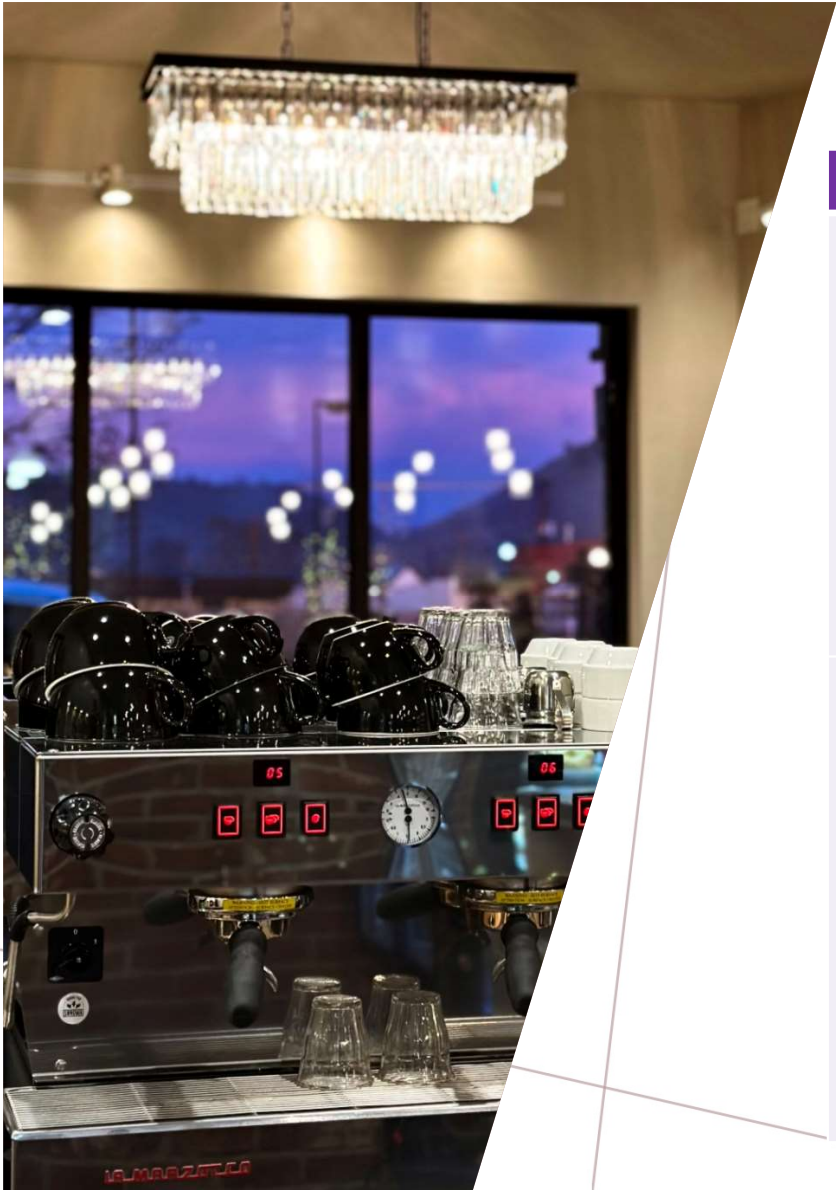


LONG TERM DEBT

TYPES

Municipal bonds are long-term debt obligations of states, local governments, and their authorities and agencies.

1. General Obligation (GO) Bonds
 1. Non-Self-Supporting GO Bonds
 2. Self-Supporting GO Bonds
2. Full Faith and Credit Obligations
 1. Non-Full Faith & Credit (non-self-supporting)
 2. Full Faith & Credit (self-supporting)
3. Revenue Obligations and Bonds
4. Private Activity Bonds



LONG TERM DEBT – CONT.

TYPES	ADVANTAGES	DISADVANTAGES
Bonds	<ol style="list-style-type: none"> 1. Favorable fixed rates. 2. Eligible for tax-exempt status. 3. Transparency. 	<ol style="list-style-type: none"> 1. The difficulty of balancing local budget realities with increased service demands. 2. The dramatic cost of infrastructure and associated costs. 3. Compliance requirements.
Bank Loans/Direct Placements	<ol style="list-style-type: none"> 1. Simpler than a publicly offered bond issues 2. Have lower issuance costs, and 3. Fewer ongoing compliance requirements. 4. Conform to specific project or repayment considerations. 	<ol style="list-style-type: none"> 1. Proposed interest rate(s), fees, and terms are less competitive. 2. Typically, it is shorter (up to 10 years).

SHORT-TERM DEBT

TYPES

- Notes or Warrants
- Lines of Credit



SHORT TERM DEBT – CONT.



MRC – Debt Financing

TYPES	ADVANTAGES	DISADVANTAGES
Notes/Warrants	<ol style="list-style-type: none"> 1. Lower upfront costs. 2. Interim financing solution. 	<ol style="list-style-type: none"> 1. Higher interest rates. 2. Shorter terms.
Lines of Credit	<ol style="list-style-type: none"> 1. Used to meet interim financing needs if the project's full cost is unknown. 2. Alleviate cash flow situation in which collections do not coincide with expenditure needs. 	<ol style="list-style-type: none"> 1. The difficulty of balancing local budget realities with increased service demands. 2. Variable interest rates. 3. Transparency.



MRC – Debt Financing



D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS

PLACEHOLDER FOR DISCUSSION

SUMMARY

The MRC has financing options.

Short-term lines of credit offer variable interest rates that help meet interim financing needs.

Long-term debt financing assists MRC in meeting short and long-term goals.

Request more information on long-term debt financing terms.





MRC – Debt Financing

THANK YOU

Kate Knop

Finance Director

kknop@cityofmadras.us

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: February 27, 2024
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director
Through: Will Ibershof, City Administrator
Subject: **INTERGOVERNMENTAL AGREEMENT FOR GRANT AND LOAN ADMINISTRATION**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the MRC approve the Intergovernmental Agreement for Grant and Loan Administration with COIC as presented and authorize a \$250.00 loan origination and amendment fees for all MRC programs utilizing MRC loan funding, effective immediately.

OVERVIEW:

On October 3, 2024, the MRC approved changes to existing programs and established a few new programs. The Building Improvement, Adaptive Reuse, and potentially the Redevelopment/New Development programs will likely involve loan funding from the MRC to applicants. The changes to these programs on October 3, 2023 include a financial review of the business and/or project for which the Commission can consider when deciding on whether to approve funding for project. City staff does not have the expertise or capacity to provide loan administration reviews that may include, but is not limited to, review financial records, proforma, credit history, proposed financing, etc. and provide a report to the MRC regarding the applicant's proposed funding request to be considered when conducting the associated MRC public hearings. As such, staff reached out to the Central Oregon Intergovernmental Council (COIC) to determine if they would be interested in providing such services to the City for which they already provide for their own lending programs. COIC has agreed to provide such services for the MRC at a cost of \$125.00 per hour. Additionally, staff is recommending that a \$250.00 loan origination and modification fee be established to in part recover cost for services from COIC. Accordingly, City and COIC staff have negotiated an Intergovernmental Agreement (IGA) as authorized by ORS 190.010. At the February 27, 2024 MRC meeting, staff will request that the Commission take formal action to approve the Intergovernmental Agreement for Grant and Loan Administration with COIC as presented and authorize a \$250.00 loan origination and amendment fees for all MRC programs utilizing MRC loan funding, effective immediately.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

The MRC will incur a cost of \$125 per hour from COIC to perform services. The proposed \$250.00 loan origination fee is intended to cover some, but not all, of the cost for the needed services per application from COIC. The cost for services is to be paid from Professional Services in either the Commercial Project Fund (704) or the Housing Project Fund (708), depending on the if a project is in the MURD or HURD.

SUPPORTING DOCUMENTATION:

IGA for Grant and Loan Administration

**INTERGOVERNMENTAL AGREEMENT FOR
GRANT AND LOAN ADMINISTRATION**

This Intergovernmental Agreement for Grant and Loan Administration (this “Agreement”) is dated January ___, 2024, but made effective for all purposes as of the Effective Date (as defined below), and is entered into between Urban Renewal Agency of the City of Madras (“Agency”), acting by and through the Madras Redevelopment Commission (“MRC”), whose address is 125 SW E Street, Madras, Oregon 97741, and Central Oregon Intergovernmental Council (“COIC”), an intergovernmental entity organized under ORS chapter 190, whose address is 1250 NE Bear Creek Road, Bend, Oregon 97701.

RECITALS:

A. Agency provides certain urban renewal grant and loan funding to qualified individuals and businesses. COIC provides grant and loan administrative services for itself and other local governmental agencies. Agency and COIC are entering into this Agreement to describe the terms and conditions under which COIC will provide certain grant and loan administration services for and on behalf of Agency.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform. It is not the intent of either party that this Agreement be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant and Loan Administration.

1.1 Subject to the terms and conditions contained in this Agreement, COIC will provide and perform the following grant and loan administration and related services for and behalf of Agency (collectively, the “Services”): (a) those grant and loan servicing services described in the attached Schedule 1; (b) all other necessary or appropriate services customarily provided by COIC in connection with its performance of those services identified in Schedule 1; and (c) such other grant and loan servicing and related services requested by Agency from time to time. COIC will perform the Services diligently, in good faith, and in a professional manner, consistent with the degree of care and skill ordinarily exercised by the same or similar loan servicing professionals, and consistent with the terms and conditions contained in this Agreement.

1.2 COIC will perform the Services diligently, in good faith and in a professional manner, consistent with the degree of care and skill ordinarily exercised by a loan officer practicing in Oregon, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with all applicable federal, state, and local laws, regulations, and ordinances. COIC will make all decisions called for promptly and without unreasonable delay.

2. Compensation. Subject to the terms and conditions contained in this Agreement, Agency will pay COIC \$125.00 per hour (the “Fee(s)”) in consideration of COIC’s timely performance of the Services in accordance with this Agreement. COIC will submit monthly invoices to Agency concerning the Services performed by COIC during the immediately preceding month, if any (each an “Invoice”). Each Invoice will contain the following information: (a) a summary of the Services performed by COIC (and by whom); (b) the number of hours (or fraction thereof to the 10th of an hour) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by Agency. Agency will pay the amount due under each Invoice within thirty (30) days after Agency has reviewed and approved the Invoice. No compensation will be

paid by Agency for any portion of the Services not performed. Agency's payment will be accepted by COIC as full compensation for performing the Services.

3. Indemnification. To the fullest extent permitted by law, each party (the "Indemnifying Party") will defend, indemnify, and hold the other party (the "Indemnified Party") and the Indemnified Party's directors, officers, employees, agents, volunteers, and representatives harmless for, from, and against all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, attorney fees and costs, arising out of or related to the following: (a) the Indemnifying Party's (and/or its directors, officers, employees, agents, volunteers, and/or representatives) performance of its obligations under this Agreement; (b) the Indemnifying Party's breach and/or failure to perform the Indemnifying Party's representations, warranties, obligations, and/or covenants under this Agreement; and/or (c) the Indemnifying Party's negligent and/or otherwise wrongful conduct. The Indemnified Party will promptly notify the Indemnifying Party of a claim. The Indemnifying Party will have the right to retain counsel of its choosing and will control the defense and settlement of the claim; provided, however, the Indemnifying Party will not make any settlement or take any other action which may be deemed to confess wrongdoing by the Indemnified Party, could reasonably be expected to have a negative effect on the Indemnified Party, and/or provide for injunctive or other non-monetary relief adverse to the continuing interest of the Indemnified Party without the Indemnified Party's prior written consent.

4. Confidential Information. During the term of this Agreement, and at all times thereafter, COIC will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that COIC may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if COIC promptly notifies Agency of the order and complies with any applicable protective or similar order. COIC will promptly notify Agency of any unauthorized use, communication, and/or disclosure of any Confidential Information and will assist Agency in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by COIC and will exert COIC's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of Agency's request or the termination of this Agreement, COIC will immediately return to Agency all documents, instruments, and/or materials containing any Confidential Information accessed or received by COIC, together with all copies and summaries of such Confidential Information. If requested by Agency, COIC will execute a written certification satisfactory to Agency pursuant to which COIC will represent and warrant that COIC has returned all Confidential Information to Agency in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to COIC or any other person. For purposes of this Agreement, the term "Confidential Information" means all grant and loan documentation, information, and/or materials Agency provides COIC for purposes of rendering the Services in whatever form (e.g., hard and electronic copies, etc.); provided, however, the term "Confidential Information" does not include Agency's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Independent Contractor; No Agency.

5.1 Independent Contractor. COIC is an independent contractor of Agency. COIC (and its personnel/employees) is not an employee of Agency. Subject to the terms and conditions contained in this Agreement, COIC will be free from direction and control over the means and manner of performing the Services. This Agreement does not establish a joint venture or partnership between Agency and COIC.

5.2 No Agency. Agency will not withhold any taxes from any payments made to COIC. COIC will be solely responsible for paying all taxes arising out of or resulting from COIC's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes for all COIC personnel/employees. COIC will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. Each party will obtain and maintain workers' compensation insurance covering the party's employees in form and amount sufficient to satisfy the requirements of applicable

Oregon law.

6. Term; Termination.

6.1 Term. The term of this Agreement commenced on the Effective Date and will continue thereafter, subject to the terms and conditions contained in this Agreement, until December 31, 2025, unless sooner terminated in accordance with this Agreement. Subject to the terms and conditions contained in this Agreement, this Agreement may be terminated by either party for any reason or no reason upon thirty (30) days' prior written notice to the other party. This Agreement may be extended only by the parties' mutual written agreement.

6.2 Termination For Cause. Either party may terminate this Agreement (for cause) immediately upon written notice to the other party if the other party breaches and/or otherwise fails to perform any of the other party's representations, warranties, covenants, and/or obligations contained in this Agreement (each an "Event of Default").

6.3 Notice of Default. Prior to a party's termination of this Agreement due to an Event of Default, the non-defaulting party will provide the alleged defaulting party prior written notice of the Event of Default (the "Default Notice"), which Default Notice will specify with reasonable particularity the Event of Default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the Event of Default (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement will not (a) affect any obligations or liabilities accrued prior to such termination, and/or (b) constitute a waiver or termination of any rights, claims, and/or causes of action the non-defaulting party may have against the defaulting party.

7. Miscellaneous.

7.1 Coordination. The city administrator (or his or her designee) will administer this Agreement on behalf of Agency. The loan officer (or his or her designee) will administer this Agreement on behalf of COIC. The city administrator (or his or her designee) and loan officer (or his or her designee) will maintain adequate levels of communication to ensure maximum cooperation between Agency and COIC.

7.2 Non-Discrimination. COIC covenants that, in connection with COIC's performance of the Services, no person will, on the grounds of race, color, national origin, gender, religion, marital status, family relationship, sexual orientation, or age, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination related to this Agreement (and the Services provided hereunder). COIC will comply with Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990, ORS 659A.142, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

7.3 Expenses; Notices. Subject to the terms and conditions contained in this Agreement, each party will pay all wages and benefits due such party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

7.4 Severability; Remedies. Each provision contained in this Agreement will be treated as a

separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

7.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by Agency and COIC. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements.

7.6 Assignment; Binding Effect. Neither party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other party. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. The parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to secure their rights hereunder and to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

7.7 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

7.8 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party. For purposes of this Agreement, the term "Effective Date" means the date upon which this Agreement is fully executed by the parties.

7.9 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by Agency to prepare this Agreement and such attorneys represent only Agency in this matter. COIC has thoroughly reviewed this Agreement (and any document referenced herein) with counsel of COIC's choosing or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument will specifically not be applicable in the interpretation of this

Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

AGENCY:
Urban Renewal Agency of the City of Madras

COIC:
Central Oregon Intergovernmental Council

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

Dated: _____

Schedule 1

Grant and Loan Administration Services

COIC will perform the following grant and loan administration services for and on behalf of Agency:

- (a) Conduct a thorough review and evaluation of all loan and grant applications Agency may transmit to COIC from time to time (prior to commencing a review and evaluation of each loan and grant application, COIC will provide Agency an estimate of the Fees Agency will likely incur concerning the subject loan and/or grant application);
- (b) Provide recommendations and suggestions concerning all loan and grant applications Agency may transmit to COIC.

**MADRAS URBAN RENEWAL AGENCY
Request for Commission Action**

Meeting Date: February 27, 2024
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director
Through: Will Ibershof, City Administrator
Subject: **AUTHORIZATION FOR SUBMISSION OF BUSINESS OREGON GRANT APPLICATIONS AND MRC FUNDING**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the MRC authorizes up to \$27,000 of MRC funding for grant writing services and matching funds for the desired grants from Business Oregon for a brownfield inventory and environmental assessments of two properties within the MURD.

OVERVIEW:

City staff have learned that there is Integrated Planning Grants funding available to the City of Madras from Business Oregon. Staff would like to submit three (3) grant applications to Business Oregon to: 1) conduct a brownfield inventory; and 2) complete two (2) environmental assessments, including redevelopment concept plans, for two specific sites within the MURD. City staff is requesting the MRC authorize a total of \$27,000 of MRC funding for grant writing services and the required matching funds for the three (3) grant applications.

STAFF ANALYSIS:

In the MURD there are several vacant properties. There are two properties that staff believe are key redevelopment properties. The first being the Opportunity Foundation property (Figure 1 below). The second is the MRC's property adjacent to Mid Oregon Credit Union (Figure 2 below). Both properties have been vacant for over 15 years and staff has been looking for ways to encourage development. The Opportunity Foundation was the former Chevrolet dealership and garage. The MRC's property next to Mid Oregon Credit Union was the site of a former fuel station for which the MRC paid for the removal of the underground fuel storage tanks.

Because staff is not able to readily find documentation regarding the environmental clean-up for both properties, it adds a level of complexity for redevelopment and risk for developers. The proposed Business Oregon grants for each site would summarize the status of the property, identify what, if any, remediation is needed, and complete a conceptual redevelopment plan for each site. Staff finds value in both where the Phase I Environmental Assessment (ESA) report will allow the City to provide reliable information to the owner and other interested parties regarding the status of the properties. The value in the conceptual redevelopment plans for each site is that the City's development standards can be used to model new uses, the location of new buildings, access, and other considerations that will allow the City to identify potential uses and the building envelope to developers. This is helpful in communicating the desired uses that are permitted under City Code and how redevelopment may look. In effect, it would create a picture of what redevelopment may look like in hopes that it inspires opportunities for redevelopment of both sites. The collective benefit of the Phase I ESA report and conceptual development plans is

that it reduces uncertainty for each site for which may lead to redevelopment sooner than otherwise.

With regard to the Brownfield Inventory, currently the City does not have an inventory of sites and their related levels of environmental contamination or remediation. Staff is proposing obtaining grant funding to create such an inventory that would be in GIS format so that it can be accessible on the County's GIS web map and other public accessible locations. Again, staff finds value in having an authoritative inventory for which property owners and or developers can use to understand what level of environmental contamination or remediation on a property-by-property basis in the City.

CHA has prepared a proposal to prepare the three grant applications (\$4,500) and identified that each grant application has a 10% matching fund requirement. The grant awards range from \$25,000-\$75,000 and therefore the maximum grant cash match needed for all three grant projects would be \$22,500. Indirect expenses (staff time) can be used for matching funds and therefore the full \$22,500 will not likely be needed. The maximum amount of funding needed to prepare the grant applications and meet the matching funding requirements for three grants is \$27,000.00.

Figure 1. Opportunity Foundation Property.



Figure 2. MRC Property adjacent to Mid Oregon Credit Union.



FISCAL INFORMATION:

\$4,500 for grant writing services and up to \$22,500 of MRC funding for matching funds for the three grant applications. These expenses will come from Materials and Services in the MRC's Commercial Project Fund (704). A budget resolution will be needed in FY 23-24 to ensure there are sufficient resources allocated in Materials and Services to accommodate this expense.

SUPPORTING DOCUMENTATION:

See attached.



Thursday, February 8, 2024

Nicholas Snead, AICP
Community Development Director
City of Madras
125 SW E Street, Madras, Oregon 97741
nsnead@cityofmadras.us

Subject: Proposal: Business Oregon Integrated Planning Grant (IPG) Application Development (Revised February 8, 2024)

Dear Mr. Snead:

CHA Consulting, Inc. (CHA) is pleased to provide this proposal to assist the City of Madras, Oregon with the development of three (3) 2024 Business Oregon Integrated Planning Grant (IPG) applications. Per our discussion, the first IPG will fund the development of a City-wide Brownfield Program (IPG Application 1), while the subsequent IPGs will fund the completion of Phase I Environmental Site Assessments (ESAs), and the development of concept level reuse plans for Jefferson County parcel 111302-DD-01700 (IPG Application 2) and 111312-BC-03500 (IPG Application 3).

The overarching objective of this project will be to secure state funding to conduct community outreach, site inventory, environmental site assessment and planning activities relative to potential brownfield sites. This initial project will set the stage for subsequent opportunities to secure funding to complete a wide range of assessment, cleanup, and redevelopment projects within the City of Madras.

More specifically, our scope of work, schedule, and proposed project budget are presented in Exhibits A, B, and C respectively. All work will be completed on a lump sum basis in accordance with our attached Terms and Conditions.

Thank you for considering CHA for your environmental and engineering needs. Should you have any questions, please do not hesitate to contact the undersigned at 678-787-9576. If the terms of this proposal are acceptable, please sign the signature line of the terms and conditions on page 10 and return this contract to the undersigned.

Sincerely,

A handwritten signature in blue ink that reads "Keith J. Ziobron".

Keith J. Ziobron, PE
Associate Vice President
Brownfield Program Discipline Lead

Attachments

Exhibit A – Scope of Work
Exhibit B – Schedule
Exhibit C – Project Budget
Terms and Conditions

Exhibit A

SCOPE OF WORK

CHA understands that the City of Madras is interested in applying for three (3) Business Oregon Integrated Planning Grants (IPG) for brownfield-related services. Due to the potential complexities associated with priority brownfield sites (types, size, location, history, multiple stakeholders, etc.) and the tasks associated with completion of the three (3) IPGs, we anticipate it will take significant effort to process the information necessary to prepare a compelling grant application. Therefore, we recommend starting the process as soon as possible and establishing a series of meetings to initiate the data gathering, research, and stakeholder engagement activities.

CHA will assist with all facets of preparing your IPG applications, including:

- Working closely with city staff to obtain and process relevant background documents and conduct the research necessary to prepare all sections of the grant applications;
- Meetings with the City as needed throughout the grant application process;
- Preparing draft documents for Client review;
- Incorporate client comments/feedback;
- Assembling the final application packages for the City's submittal;

This initial project is an opportunity for the City to leverage CHA's expertise to secure the maximum amount of Business Oregon funding. In this instance, the grant value for each IPG will be \$25,000 for a total of \$75,000. A match of 10% will be required by the City which can be achieved through direct funds or in-kind services.

CHA will coordinate the preparation of the three (3) IPG applications. Our grant writers and technical staff have a successful track record in preparing IPG submissions and will employ that experience to prepare these submissions. Senior staff will provide expert level review and will ensure that grant applications align with Business Oregon requirements.

IPG Application I

The first of three IPG applications will be geared towards economic development and land use activities of potential Brownfield sites in the City. Activities to be included in the will be as follows:

- Community outreach and engagement through one public meeting and through meetings and interviews with property owners (as appropriate);
- A GIS-based city-wide Brownfield/Development Opportunity site inventory and corresponding maps;
- FY25 EPA Brownfield grant writing services, as applicable.

IPG Application II

The second IPG application will focus on activities related to Jefferson County parcel 111302-DD-01700 (site address: 14 N 5th St, Madras):

- Completion of a Phase I Environmental Site Assessment (ESA) for the site assemblage;
- Community engagement effort to be conducted in concert with the community engagement efforts associated with IPG 1;
- Concept level site-specific reuse planning for the afore-named parcels.

IPG Application III

The third IPG application will focus on activities related to Jefferson County parcel 111312-BC-03500 (site location between 5th St/US Hwy 97 and SE 6th St south of SE E St, Madras):

- Completion of a Phase I Environmental Site Assessment (ESA) for the site assemblage;
- Community engagement effort to be conducted in concert with the community engagement efforts associated with IPG 1;
- Concept level site-specific reuse planning for the afore-named parcels.

This project is an opportunity for the City to leverage CHA's expertise to position itself for future funding opportunities from both the US Environmental Protection Agency and Business Oregon.

Assumptions

Although CHA will take the lead on most of the grant application activities, the nature of the project requires a strong partnership between the City and CHA in working together to deliver a winning application. Therefore, we request the following support from city staff:

- Attend calls, as necessary, to assist in identifying necessary background information;
- Participate in stakeholder engagement activities as part of the grant and planning process;
- Provide timely responses to questions, reviews, and requested feedback throughout the project;
- Submit the final application packages via email to Business Oregon.

We find the best results come when the grantee is fully engaged in the grant application process.

Exhibit B

SCHEDULE

We have a team of staff prepared to begin working on the referenced applications immediately upon receiving a notice to proceed. The table below identifies a schedule for the grant preparation process. Immediately following the notice to proceed, CHA will schedule a kick-off call in order to streamline the City's involvement. We will collaborate to adjust this schedule to be responsive to the City's needs and staff schedules.

Tasks	Start Date and Anticipated Completion Date
Task 1: Grant application kick-off call and ongoing check-in calls.	We will work with the City to schedule a kick-off call within two weeks of receiving a notice to proceed. To streamline the kick-off process and reduce future requests for information, we will provide a list of questions and data requests for the City. We will also schedule check-in calls with the City through project completion.
Task 2: Complete three draft IPG applications with required attachments	We will start preparing the grant application immediately following the kick-off meeting. We expect to complete two versions for client review within four weeks from notice to proceed.
Task 3: Revision of materials based on client input	Immediately following receipt of comments from the City, CHA will incorporate client feedback and finalize the applications as well as all support documentation. Final clients will be delivered to clients within two weeks.
Task 4: Delivery of final materials	We will provide application packages to the City for submittal via email to Business Oregon within eight to ten weeks from execution of the attached agreement.

Exhibit C

FEE

CHA will perform the Scope of Work for a lump sum fee of \$4,500.00 (\$1,500 per application). One invoice will be issued upon of completion of the three applications.

CHA SHORT FORM AGREEMENT

THIS AGREEMENT is made this 8th day of February, 2024 by and between CHA Consulting, Inc. (hereinafter “CHA”) and The City of Madras, Oregon (hereinafter “Client”). The Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services”) attached and incorporated by reference.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client’s requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA’s work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA’s performance of the Services.

4. Compensation

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client’s notice to CHA. Client’s failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

6. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA’s property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise

affect CHA's reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA shall grant to the Client a nonexclusive license to use said instruments of service and shall provide the Client with reproducible copies of schematic design, design development and final bidding drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. If this Agreement shall be terminated prior to completion of CHA's services, the Client shall pay a licensing fee to CHA for the Client's continued use of CHA's drawings, plans or other documents for purposes of the project. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

7. Relationship of Parties

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

8. Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

9. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.

10. Insurance

CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim.

11. Indemnification

CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client subject to any limitations of liability contained in this Agreement.

12. Limitation on Liability

The total liability of CHA and its officers, directors, shareholders, partners, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

13. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement.

14. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

15. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non-payment of CHA's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

16. Other Agreements

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be

amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.


CHA

By: _____

Name: _____

Title: _____

Date _____



Keith J. Ziobron, PE

Associate Vice President

2/08/24

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, February 13, 2024

Executive Session Agenda

I. Call Executive Session to Order

Mayor Lepin called the Executive Session to order at 7:44 pm and read the following statement:

"The Madras City Council will now meet in executive session to consider and review attorney-client privileged communications. The executive session is held pursuant to ORS 192.660(2)(f) which allows the Council to hold an executive session to consider information or records that are exempt by law from public inspection. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session."

II. Attendance

City Recorder Pollock took attendance.

Council:

Mayor Lepin, Councilors Seibold, Soliz, Yoder, Walker were present.

Councilor Spencer attended via teleconference.

Councilor Townsend was excused.

Staff:

City Administrator Will Ibershof

Chief Tim Plummer

City Attorney Jeremy Green

City Recorder Keli Pollock

Media:

Kiva Hanson, Madras Pioneer

III. Executive Session Agenda

1. **ORS 192.660(2)(f) Attorney-Client Privileged Communications which permits the council to meet in executive session to consider information or records that are exempt by law from public inspection.**

City Attorney Green presented Council with a confidential memorandum for their review and discussion. No motions were made.

IV. Adjourn Executive Session

Executive Session adjourned at 8:04 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, February 13, 2024

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 5:30 pm.

II. Pledge of Allegiance and Prayer

Mayor Lepin led the Pledge of Allegiance and Councilor Yoder led the prayer.

III. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Yoder, and Walker were present.

Councilor Spencer was present via Zoom.

Councilor Townsend was excused.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Community Development Director Nick Snead

Finance Director Kate Knop

Public Works Director Jeff Hurd

Airport Administrator Lorraine Martinelli

Code Enforcement Officer Marco Mack

City Recorder Keli Pollock

Visitors in Person:

Mae Huston, Jefferson County Faith Based Network

Gary Buss, Jefferson County Faith Based Network

Tony Mitchell, Jefferson County Faith Based Network

Christy Abbe, Jefferson County Faith Based Network

Daleena Green, Bean Foundation

Visitors on Zoom:

Beth Goodman, ECONW

Director Snead introduced to Council Marco Mack, the city's new Code Enforcement Officer. His first day was February 12th and that staff is looking forward to picking back up with code enforcement efforts.

IV. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

Mae Huston, Board Member of Jefferson County Faith Based Network took a moment to thank the City Council and staff for all their efforts and support of the warming shelter.

Everyone looks forward to the partnership and serving the community.

V. Amend or Accept Regular Agenda

- Added:** 7. Appointment to South Madras Concept Area Refinement Plan Public Advisory Committee
 8. VFW Funding Request for Annual Luncheon

Motion:	I move that we accept the agenda as amended, adding the two additional items.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

VI. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Approve Work Session Meeting Minutes for January 22, 2024
2. Approve Work Session Meeting Minutes for January 8, 2024
3. LGIP Updates
4. Bank Signature Card Updates
5. City of Madras Safety Deposit Box Updates
6. Approve Liquor License for H&S Stations, LLC

Motion:	That the consent agenda be approved as submitted.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

VII. Public Hearing(s)

1. **City of Madras Comprehensive Plan and Map Amendments for the adjustment of the Madras Urban Growth Boundary to remove and add 40 acres +/-.**

A. Mayor Opens Public Hearing

Mayor Lepin opened the public hearing at 5:35 pm.

B. Declaration of Conflicts of Interest: Does any Councilor have any actual economic conflict of interest to disclose?

There were no declarations of conflicts of interest.

C. Staff Report / Applicant Testimony

Director Snead advised Council that Madras is proposing a UGB land exchange to remove residential land from the UGB and replace it with an equivalent amount of land. The land being removed and added to the UGB is owned by City of Madras and is part of the Yarrow Master Plan area. The area being removed from the UGB is designated as R-3 under the Madras Comprehensive Plan and the area being added to the UGB will similarly be planned as R-3. The area for removal from the UGB is part of the Yarrow Master Plan, planned for development of housing built around a golf course. This area has moderate

slopes that make it more difficult to build smaller, more affordable units, which is part of the rationale for developing this area around a proposed golf course. The area for addition to the UGB is directly west of the area proposed for removal. It is also part of the Yarrow Master Plan area. The plans for development of these two areas have changed over the years, along with the changes to development requirements in R-3. The Bean Foundation, owners of Yarrow, are focused on building a residential neighborhood with a mixture of housing types, affordable at a range of price points. As a result, the Bean Foundation are in the process of revising the Yarrow Master Plan, with the intention of including the area proposed to be brought into the UGB.

As identified in the Urban Growth Area Management Agreement for the City of Madras, the Madras Planning Commission, Jefferson County Planning Commission, Madras City Council, and Jefferson County Board of Commissioners are to each hold public hearings on the proposal. Ultimately, the Madras City Council and Board of Commissioners are to take formal action to approve the same proposal. The public hearings schedule is subject to change if the City Council and Board of Commissioners are not able to agree upon the same proposal.

Beth Goodman of ECONW reviewed her presentation and findings with Council on the specifics as to state laws and requirements that allow a land swap. She went over the criteria as to why the specific land was chosen for the swap and an analysis that was done to determine other potential properties and ultimately finding why the recommended parcels are best choice for meeting the needs of all parties.

Councilor Seibold asked if there are any negative consequences of this decision that may not be expressed in the report. Director Snead responded that he does not see any risks or opposition associated with the land swap. Beth Goodman advised that the incoming area of the swap would likely be less expensive for the future developer and city.

Councilor Spencer asked who may benefit from the land swap the most. Councilor Yoder said his opinion is that the City benefits from the swap as it increases the tax base. He commented that it also makes the land more marketable to builders when its less sloped.

D. Public Testimony

There was no public testimony.

E. Staff Comments

Director Snead advised that there are people who directly and indirectly benefit from the swap. The direct benefit is that the land being brought in is better for building and will be more marketable.

Councilor Soliz advised that the findings in the packet materials were in draft form. He would like to see the final version brought back before council. Director Snead asked if they'd like the findings finalized and brought back for approval which would delay/postpone the hearing for another night or would they like to issue the decision now and just have the findings brought back for final consent. Councilor Soliz and Director Snead clarified that the notes in the findings are things that can be marked final and that there are no other anticipated changes to the draft document. Councilor Soliz advised that while he is in support of the land swap, he would like to suggest that the decision be postponed as he would prefer staff adhere to the practice of only bringing finalized documents before council when decisions are to be made.

F. Deliberation (Motion to recommend approval, modification, denial, or continue the

public hearing to a date and time certain)

Councilor Seibold asked if there would be any repercussions if the decision was delayed. Director Snead advised that there wouldn't be any significant issues caused by delaying the decision. Councilor Spencer voiced that she is in support of moving forward with the decision. Councilor Yoder, Walker and Seibold were also in support of moving ahead with a decision tonight.

Councilor Soliz stated while he is in support of the land swap and has trust in the staffs work, he would like to see consistency with best practices of always presenting a final draft for decisions made by council. Therefore, if this moves to a decision he will choose to abstain.

Motion:	I move that the City Council approve the proposed City of Madras Comprehensive Plan map amendment and proposal to the City Council for consideration and direct staff to prepare the necessary adopting ordinance, contingent upon the Jefferson County Board of Commissioners taking commensurate action on the matter.				
Moved:	Seibold				
Seconded:	Walker				
Ayes:	Seibold, Spencer, Yoder, Walker				
Abstain:	Soliz				
Absences:	Townsend	Nays: 0	Absent: 1	Abstain:1	Recused: 0
Passed:	4/1				

2. City of Madras Request for Annexation (Boundary Change)

A. Mayor Opens Public Hearing

Mayor Lepin opened the public hearing at 6:00 pm.

B. Declaration of Conflicts of Interest: Does any Councilor have any actual economic conflict of interest to disclose?

There was no declaration of conflicts of interest.

C. Staff Report / Applicant Testimony

Director Snead advised that as a result of the hearing held before this one, it is recommended that Council take action to amend the Madras city limits (annexation) by removing 40 acres +/- from the city limits and replacing an equivalent amount of land to the Madras city limits. The land being removed and added to the city limits is owned by City of Madras and is part of the Yarrow Master Plan area. The area being removed from the city limits is zoned R-3 (City Zoning) and the area being added to the city limits will be zoned R-3. On January 3, 2024 the Planning Commission took formal action to make a recommendation to the City Council to approve the Annexation proposal to change the Madras city limits boundary.

Councilor Seibold asked if the R3 zoning is the best zoning choice and if it was considered to rezone the property for more effective use. Director Snead advised that it was discussed and that R3 zoning provides the most comprehensive use of the land and was the Bean Foundations preference.

D. Public Testimony

There was no public comment.

E. Staff Comments

Councilor Soliz asked Director Snead if it was a requirement to change the city limits as result of the land swap or would there be the option to leave the limits as it is and a portion of the land swap within the Urban Growth Boundary. Beth Goodman clarified that when you add or remove land from the city or the Urban Growth Boundary that you are required to remove it entirely as required by law.

F. Deliberation (Motion to recommend approval, modification, denial, or continue the public hearing to a date and time certain)

Motion:	I move that the City Council approve the proposed Annexation based on the findings provided and direct staff to prepare the necessary adopting ordinance, contingent upon the City Council and Jefferson County Board of Commissioners approve the related Urban Growth Boundary adjustment.				
Moved:	Seibold				
Seconded:	Walker				
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker				
Abstain	Soliz				
Absences:	Townsend	Nays: 0	Absent: 1	Abstain:1	Recused: 0
Passed:	4/1				

VIII. Regular Agenda

1. CDBG Amendment No. 2

Director Hurd advised that the Shelter Services Center (aka Madras Homeless Shelter and Services Center) is operational but not 100% complete. Items still remaining to complete are street paving, fencing, exterior painting, punch list items, and project closeout. CDBG has proposed extending the project until August 31, 2024 to allow additional time to complete the project. Public Works believes that is enough time needed for completion and recommends approval of the amendment.

Motion:	Council approves Amendment No. 2 to the Community Development Block Grant agreement for the Madras Homeless Shelter and Services Center.				
Moved:	Soliz				
Seconded:	Seibold				
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker				
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0	
Passed:	5/0				

2. Airport T Hangar Lease #1

Marv Garber gave notice to vacate T-Hangar unit No. 1 to be out by the end of January 2024. The Airport has a waiting list for T-Hangar space and Darrell Miller was first on the list and was offered the space. Darrell Miller has accepted the lease terms and has signed the lease. The base rent is an increase from current rents of \$194 per month. Bend charges \$245-\$390 per month, Redmond charges \$275-\$350 per month, and Prineville charges \$350-\$400 per month. The goal is to raise rents to be comparable to other Airports at a steady rate to be customer friendly.

The attached T-Hangar lease is a 5-year lease to Darrell Miller for storage of his aircraft. The lease becomes effective February 1, 2024, and expires December 31, 2028. The lease rate on the unit is \$225.00 per month plus a \$13.60 a month lighting and access fee. On

July 1, 2024, base rent increases to \$250.00 per month and the L/A fee escalates 3%. On July 1, 2025, and each year thereafter, rent and the L/A fee increase 3%.

Motion:	Council approves the Airport T Hangar Lease between the City of Madras and Darrell Miller.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

3. Shelter Services Center (Lease and Operating Agreement)

Director Hurd explained that this item is a bit of a change to the documents previously posted with the meeting materials. The Operating and Lease Agreement between the City and the Jefferson County Faith Based Network (JCFBN) has been in the works and parties are all in agreement with the terms. However, there was a slight issue that caused a delay in regard to details about insurance. They believe they have been resolved; there wasn't enough time to finalize the agreements before tonight's meeting. Therefore, staff has prepared an amendment to the existing Memorandum of Understanding between the parties to extend it to February 28th to allow parties time to finalize the documents and bring completed agreements before Council at their February 27, 2024 meeting.

Motion:	I move that the City Council approve Amendment #1 to the MOU between the City of Madras and Jefferson County Faith Based Network extending the agreement to February 28, 2024.			
Moved:	Soliz			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

4. Agreement Creating Land Use Restrictive Covenants for the Shelter Services Center

These land use restrictive covenants are a requirement of COIC as a condition of the grant funding the City received. The restrictive covenant's requires that the City enforce the stipulations of the grant for the Shelter Services Center for a period of 10 years. This means that the shelter must remain a shelter for 10 years and operate as such to include reporting to COIC and OHCS. The agreements between the City and JCFBN requires JCFBN to provide the reporting on the City's behalf.

Councilor Soliz asked if the responsibility would fall upon the city to operate the warming shelter should the JCFBN vacate the property. Director Hurd confirmed that would be the result if JCFBN chose to leave, the city would have to maintain operations or find another organization that would take over operations. Councilor Soliz would like to keep that worst-case scenario in mind, as staff work on budget should that scenario ever happen.

Councilor Spencer asked if there are any parameters or metrics measured for the community using the facilities. Is there a tracking of who is using the shelter, how long they are staying and if there's action tracking forward movement for the parties. Tony Mitchell of the JCFBN explained that it is a very complex environment to measure. The JCFBN is working towards tracking systems and data criteria so that they, in the future, can have

measurable metrics defining the success and provide findings for the Council.

Motion:	Council approves the agreement creating land use restrictive covenants for the Shelter Services Center.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

5. Community Project Grants for the Fiscal Year 2024-2025

Director Knop explained that the Community Project Grant application process has historically been included in the budget hearings for the committee to review and approve. The application packets were due to finance each year no later than March 1, 20XX, and required applicants to request a funding amount, provide a program or project description, explain how success is measured, and provide a budget. The budget committee awarded \$145,500 in grants to twenty-five recipients for the fiscal year 2023-2024. The appropriations for the awards are from #207 – Tourism/Economic Development (TED) Fund, and the funds distributed year-to-date are \$84,050.86, or 58% of the total appropriated awards. Each award must meet application requirements, including promoting economic development and annual reporting requirements.

The first concern is whether the award process efficiently uses the budget committee’s time during the budget hearings and whether oversight and using the TED Funds are better suited to be reviewed by the city council. The second concern is the current Community Project Grant application process and its deadlines. The finance department receives calls regarding the application process and important due dates. It is increasingly important to identify whether the council wants to award grants from the TED Fund, identify the total award amount, the important due dates, and application guidelines.

Director Knop recommends modifying the application process. City Administrator Ibershof stated that staff is seeking guidance from the Council on a few matters, so they know how to proceed in the coming months. First, does the Council want to proceed with issuance of Community Grant Funds for the 2024-2025 budget year. Second, do you want to shift the deciding body from the budget committees to the Council to decide. Lastly, do they wish to extend the deadline for the applications should they proceed with the grant funding.

Councilors and staff discussed the questions and recommendations. It was a consensus that overall Council was very favorable in proceeding with the Community Grant Fund and the decision body being moved to the Council rather than the budget committee as previously done. There will need to be further discussion on the amount funded so that there is a focus on giving back to the community while also being aware of the current city needs and priorities. It was a general consensus that they'd prefer the applicant define if their request is "social" or "economic" and further for the Council to potentially allocate different funds for "social" and "economic" awards. No motions or action was taken.

6. Planning Commission Appointment

The City's Planning Commission comprises five Commissioners. Per the By-Laws for the Planning Commission, the City Council is to make appointments to the Commission. On December 12, 2023, the City Council appointed Ashlyn Etter and Mary Kendall to the Planning Commission to terms commencing on January 1, 2024, to December 31, 2027. The terms of Planning Commissioner Melissa Irvine ended on December 31, 2023. Staff requests that the City Council re-appoint the Planning Commissioner that request to be

reappointed prior to their terms ending. Accordingly, staff will request the City Council take formal action to appoint Commissioner Irvine to the Planning Commission with terms commencing January 1, 2024 and ending on December 31, 2027.

Motion:	I move to appoint Melissa Irvine to the Planning Commission to a term commencing on January 1, 2024 to December 31, 2027.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

7. Appointment to South Madras Concept Area Refinement Plan Public Advisory Committee

Director Snead advised Council that the City of Madras and ODOT have jointly funded the South Madras Concept Area Refinement Plan. This is a transportation planning project that seeks to refine the planned state and local transportation system improvements in the City’s UGB south of Fairgrounds Road. This project has a Public Advisory Committee that is composed of property and business owners in the Project Focus Area, City Councilors, Planning Commissioners, and ODOT, DLCDC, County, and City staff. The City Council appointed City Councilors Soliz, Walker, and Yoder to serve on the Public Advisory Committee for the project to represent the City Council and their interests. Councilor Soliz has notified staff that he’s no longer able to serve on the Public Advisory Committee because the meeting occurs during the weekdays. There is one more Public Advisory Committee meeting planned in April of 2024. The City Council has the choice of replacing Councilor Soliz or leaving his position on Committee vacant. Should the Council want to appoint a replacement Councilor to the Committee, staff has provided a motion for Council action.

Motion:	I move that the City Council appoint Councilor Seibold to the South Madras Concept Area Refinement Plan Public Advisory Committee.			
Moved:	Soliz			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

8. VFW Funding Request for Annual Luncheon

City Administrator Ibershof advised Council that the VFW has submitted a funding request to support their annual luncheon held on March 30, 2024. Last year, the City awarded the organization \$500 for their luncheon out of the TED fund.

Motion:	I move that the City Council approve the authorization of \$500 to the Veterans of Foreign Wars (VFW) for their annual luncheon.			
Moved:	Soliz			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	Townsend	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

IX. Department Reports / Committee Updates

Police Department: Chief Plummer thanked the council for all their kind words and support. He thanked Public Works for their help during an incident that needed additional assistance to keep the community safe. ORPAT is going to be held at Deer Ridge to test the new applicants. Interviews for six candidates will be held on February 16th. Lease agreement for four new patrol vehicles will be coming soon.

Finance: Director Knop reported that there were a lot of orientations and meetings with all the partners and vendors. The audit is close to being done, pushing to be done before end of February. She has started meeting with department heads with a focus on the upcoming budget.

Community Development: Director Snead reported that he is working towards a shipping container to move forward with enforcing camping regulations.

Public Works: Director Hurd reported that the sewer projects have been moving forward. He presented reports from his COACT meeting on future ODOT funding. Congratulated one of the Public Works employees, he is a new daddy.

City Administrator: Administrator Ibershof reported that the budget committee has two openings. The EDCO lunch was a huge success. He will be attending upcoming Culver and Metolius council meetings to see what they may be able to contribute towards funding an EDCO position.

City Recorder: City Recorder Pollock had nothing to report.

Council:

Councilor Seibold would like the dates emailed to him for the new committee. He congratulated Will on the economic development work he is doing. He thanked Kate for the change in the budget process.

Councilor Soliz had nothing to report.

Councilor Yoder had nothing to report.

Councilor Spencer had nothing to report.

Councilor Walker had nothing to report. Thanked staff for all their hard work.

Mayor Lepin reported that the new Chamber Director is doing a great job.

X. Adjourn Council Meeting

Meeting adjourned at 7:36 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Wednesday, January 31, 2024

I. Call Work Session to Order

Councilor Soliz called the meeting to order at 5:31 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present via zoom.

Councilors Seibold, Soliz, Spencer, Yoder were present.

Councilors Townsend and Walker were excused.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Sergeant Steve Webb

Office Manager Lysa Vattimo

Community Development Director Nick Snead

Associate Planner Fatima Taha

Finance Director Kate Knop

Public Works Director Jeff Hurd

City Recorder Keli Pollock

III. Work Session Topic(s)

1. Redesign of the Budget Process

City Administrator Ibershof informed council that when he started with the city and met with the different Council members, one of the common goals that arose was the need to redesign the budget process. The goal of this retreat is to hear from the Councilors about their goals and then hear from staff about what they see are key goals for their respective departments. In preparation for the retreat, each Department Head met with their respective teams to identify 3-4 key goals; each of these goals, outlined in a separate document, does not have an investment tied to it. The reason for this is, staff wants to hear from the Council if they agree with the goals or if they have a different goal(s) for each department. Once staff has a consensus on the goals for each department, staff will attach an investment to each goal and at the next budget retreat, they will share these as they relate to the projected revenues, so collectively they can start to form a balanced budget.

2. Council Goals

City Administrator Ibershof asked each councilor to provide four goals they have for the city. Each councilor took time to discuss their goals with staff and council. City Administrator Ibershof reviewed the list of council goals and allowed time for staff to ask clarifying questions or provide feedback on the goals set by council.

3. Finance Department Goals

Director Knop reviewed the finance department goals with the council.

4. Administration Goals

City Recorder Pollock reviewed the administration goals with council.

5. Public Works Goals

Public Works Director Hurd discussed the Public Works departments goals with council.

6. Community Development Goals

Community Development Director Snead discussed the Community Development department goals with council.

7. Police Department Goals

Chief Plummer reviewed the Police Department goals with council.

8. Collective Selection of Key Goals from Council and Staff

Council and staff took the notations from the council goals and then the staff goals. They comprised a final list of collective goals to give staff a consensus of the items everyone would like to see included in the next steps of budget planning. There will be another budget retreat scheduled in the near future to discuss anticipated revenues for the 2024-2025 fiscal year, the collective goals with the investments attached to each item, and then to further define the end goals as the city approaches budget meetings.

IV. Additional Discussion

There was no additional discussion.

V. Adjourn Work Session

Meeting adjourned at 8:04 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

CITY OF MADRAS
Request for Council Action

Meeting Date: February 27, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject: **CITY VOUCHERS JANUARY 2024**

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

That Council approve the January 2024 City vouchers as submitted.

OVERVIEW:

These are the vouchers posted for the City in the month of January 2024

STAFF ANALYSIS:

These vouchers have been reviewed and approved by Directors and Finance staff.

FISCAL INFORMATION:

See vouchers.

SUPPORTING DOCUMENTATION:

January 2024 City vouchers.

STRATEGIC GOAL:

N/A

DISBURSEMENTS LIST - January 2024
For Council Review and Approval

101	General Fund	772,119.80
204	Transportation Operations Fund	191,616.78
205	Community Clean-up Fund	11,274.82
207	Tourism/Economic Development	1,809.26
208	Desert Peaks Golf Course Fund	21,039.62
502	Water Operations Fund	19,796.78
503	Wastewater Operations Fund	183,666.17
509	Airport Operations Fund	99,740.91
704	MURA Project Fund	1,083.40
801	Internal Services Fund-Information Technology	17,619.33
803	Internal Services Fund-Public Works Staff	63,485.88
999	Treasurer's Cash-Customer Refunds	345.31

GRAND TOTAL **1,383,598.06**

** Council Review and approval of payments made in the previous month**

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

Check Issue Date	Payee	Description	Check Amount
01/16/2024	2KG Contractors, Inc.	Homeless shelter	547,684.98
01/24/2024	Marcum & Sons LLC	retainage	114,565.86
01/16/2024	ORR INC	Construction Services WWTP Headworks Odor Control	86,500.00
01/31/2024	Ascent Aviation Group Inc	9571g Jet A Fuel	34,296.34 M
01/24/2024	Marcum & Sons LLC	J Street Bridge Expansion Project	30,833.30
01/16/2024	BERG AIR LLC	Berg Air commissions due- November 2023	29,544.50
01/03/2024	Compass Project Solutions Inc	Project Consultant - Warming Shelter	19,400.00
01/24/2024	PACIFIC POWER	Electric bill - December 2023	18,137.52
01/31/2024	CIS TRUST	January 2024 Insurance Report, Life & Salary Continuation-P	17,017.73 M
01/31/2024	CIS TRUST	January 2024 Insurance Report, Life & Salary Continuation-P	16,748.53 M
01/16/2024	DESCHUTES VALLEY WATER DISTRICT	December 2023 Water Bill	15,931.96
01/16/2024	N&S TRACTOR	'23 Boss Snowrator	13,204.84
01/08/2024	US Bank	MQ-Commercial Supply - beds, mattress for Warming Shelter	13,062.69 M
01/08/2024	US Bank	RV-Singerlewak - FY 22-23 City Audit	12,730.00 M
01/16/2024	JEFFERSON COUNTY SHERIFF	Dispatch Fees - January 2024	12,589.50
01/31/2024	Dry Canyon Construction & Excavation LLC	Cedar Street storm improvements	12,000.00
01/24/2024	JEFFERSON COUNTY FAIRGROUNDS	Jefferson County RV Park Dump	10,000.00
01/03/2024	COVE ELECTRIC INC.	PO#11629 Cove Electric-Project CMW1011	9,900.00
01/08/2024	US Bank	MQ-Butler Human Service - bar stools, Chair, Love seat for w	9,696.94 M
01/03/2024	Conсор North America Inc	Task Order #9 SWWTP headworks odor control	9,658.00
01/24/2024	GMP Consultants LLC	Human Resources Manager - Cindy Smith	9,135.00
01/24/2024	PACIFIC POWER	Electric bill - December 2023	8,469.66
01/08/2024	US Bank	RV-PO #11341 LOMR Filing Fee FEMA.gov	8,000.00 M
01/16/2024	BERG AIR LLC	Berg Air commissions due- October2023	7,529.69
01/08/2024	US Bank	MQ-Uline - miscellaneous furnishings for Warming shelter	7,230.42 M
01/16/2024	WinCan, LLC	PO# 11633 Annual license	6,950.00
01/31/2024	BERG AIR LLC	Monthly Airport Management- February 2024	6,820.00
01/03/2024	BERG AIR LLC	Monthly Airport Management- January 2024	6,820.00
01/16/2024	SAJ Architecture LLC	Madras Warming Shelter	6,663.10
01/24/2024	Axon Enterprise Inc	Taser 7 Basic Bundle	6,492.02
01/31/2024	OREGON DEQ	R62374 loan payment-principal	6,427.00
01/31/2024	CIS TRUST	January 2024 Insurance Report, Life & Salary Continuation- A	6,258.09 M
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Parks temp week ended 11/24/23	5,885.39 M
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	PD temp week ended 12/24/23	5,632.17 M
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	PD temp week ended 12/09/23	4,968.96 M
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	4,800.00
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	4,772.50
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	4,525.00
01/31/2024	OREGON DEQ	R62375 loan pmt - interest	3,875.00
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	3,775.00
01/08/2024	US Bank	CH-Cove Electric Inc - #5122	3,724.92 M
01/03/2024	Conсор North America Inc	Task Order #10 J Street Bridge Expansion	3,714.10
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - Misc Legal - December 2023	3,467.50
01/16/2024	Central Oregon Tree Service	PO 11348 Removal of 2 trees at City Hall	3,400.00
01/16/2024	Central Oregon Tree Service	PO 11348 Removal of 2 trees at PD Office	3,400.00
01/16/2024	NEIGHBOR IMPACT	CDBG Grant Svc. Homeless Service Center	3,347.00
01/03/2024	CivicPlus LLC	Web Open Annual Premium 10/01/23-09/30/2024	3,310.20
01/31/2024	CIS TRUST	January 2024 Insurance Report, Life & Salary Continuation	3,293.37 M
01/03/2024	GMP Consultants LLC	Finance Director Recruitment	3,250.00
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	DPGC temp week ended 11/24/23	3,231.07 M
01/08/2024	US Bank	CH-H.A. McCoy Engineering & Surveying LLC - fairgrounds R	3,140.00 M
01/16/2024	Nicole R Green	Finance Assistant 12/18/23-01/11/24	3,105.00

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/31/2024	N&S TRACTOR	PO# 12661 Rankin Aerator	3,037.21
01/16/2024	OWEN EQUIPMENT	PO 12657 - Repair Kit for Sweeper	3,019.48
01/08/2024	US Bank	MQ-Webstaurant Store - Misc. kitchen supplies warming shelt	2,918.53 M
01/16/2024	GENERAL EQUIPMENT COMPANY	PO 11350 Aqua Tee Completed	2,916.41
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Airport temp week ended 12/24/23	2,899.41 M
01/16/2024	THE WALLACE GROUP, INC.	Environmental analysis - Fairgrounds Road Sewer Extension	2,810.00
01/16/2024	IRA'S SALES & SERVICE	PO#11751 Barricade Blocks West end of Hall Rd	2,800.00
01/24/2024	GMP Consultants LLC	Human Resources Manager - Cindy Smith	2,771.81
01/31/2024	THE WALLACE GROUP, INC.	Fairgrounds Road Sewer Extension Project	2,741.75
01/24/2024	The Shed Center	PO 12659 Castle Mountain Shed deposit	2,595.50
01/31/2024	CIS TRUST	January 2024 Insurance Report, Life & Salary Continuation	2,593.30 M
01/08/2024	US Bank	CH-Madras Sanitary Service - November 2023	2,581.71 M
01/24/2024	Marcum & Sons LLC	Interest Earned on held Retainage	2,415.34
01/31/2024	CIS TRUST	January 2024 Insurance Report, Life & Salary Continuation-C	2,342.45 M
01/24/2024	Anderson Perry Assoc.	Survey/engineering	2,310.00
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Parks temp week ended 12/09/24	2,296.88 M
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Parks temp week ended 12/24/23	2,135.04 M
01/08/2024	US Bank	CF-Gills PointS - #48 Tires	2,108.68 M
01/08/2024	US Bank	CH-Central Electric November 2023	2,107.60 M
01/03/2024	ESRI, INC	ArcGIS license 7/19/24-03/04/2025	2,076.26
01/08/2024	US Bank	SB-Turf Star-Repairs and Maintenance	1,953.85 M
01/24/2024	PACIFIC POWER	Electric bill - December 2023	1,916.71
01/24/2024	PACIFIC POWER	Electric bill - December 2023	1,916.70
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Community Cleanup temp week ended 12/24/23	1,914.00 M
01/31/2024	OREGON DEQ	R62374 loan payment-interest	1,912.00
01/08/2024	US Bank	RV-Events by Design - Christmas party	1,889.48 M
01/08/2024	US Bank	GL-H.D. Fowler Company - 2' Valves, solenoid and sb T 1/2.	1,875.06 M
01/24/2024	PACIFIC POWER	Electric bill - December 2023	1,833.07
01/16/2024	JEFFERSON COUNTY PUBLIC WORKS	Dec 2023 fuel usage 447.10g UL & 120.1g Diesel	1,739.88
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Contract	1,699.27
01/31/2024	Greentek LLC	City Hall carpet cleaning	1,687.00
01/16/2024	TRAFFIC SAFETY SUPPLY CO INC	Road sign posts and anchors	1,681.67
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	DPGC temp week ended 12/24/23	1,674.09 M
01/31/2024	DLL Finance, LLC	Golf Cart Lease - January 2024	1,641.40 M
01/24/2024	Conсор North America Inc	J Street Bridge Expansion	1,629.01
01/08/2024	US Bank	SO-Consolidated Supply- Repair parts	1,624.04 M
01/16/2024	ZUMAR INDUSTRIES INC	Signage	1,577.40
01/16/2024	DESCHUTES VALLEY WATER DISTRICT	December 2023 Water Bill	1,537.47
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	DPGC temp week ended 12/09/23	1,530.13 M
01/08/2024	US Bank	RV-Caselle Inc. - Contract Support/ Maintenance - January 20	1,509.00 M
01/24/2024	PACIFIC POWER	Electric bill - December 2023	1,488.88
01/16/2024	Covenant Technology Solutions, Inc.	PD Cloud Services January 2024	1,446.00
01/16/2024	Mazama GIS Laboratories	GIS Services - December2023	1,440.00
01/16/2024	Mountain Sky Landscaping Inc	Fence rental	1,437.95
01/08/2024	US Bank	RC-Verizon - Dec 2023	1,423.68 M
01/31/2024	Greentek LLC	City Hall carpet cleaning	1,411.00
01/24/2024	Covenant Technology Solutions, Inc.	Homeless Camp - WAP Install Balance	1,400.00
01/16/2024	Meterreaders, LLC.	Water meter reads - December 2023	1,400.00
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Contract	1,399.40
01/16/2024	THE WALLACE GROUP, INC.	Homeless shelter - geotechnical services	1,361.00
01/16/2024	Government Ethics Commission	FY23-24 annual ethics commission billing	1,323.95
01/16/2024	Covenant Technology Solutions, Inc.	December 2023 - Non-PD Hosting	1,313.96
01/03/2024	Bend Mailing Services, LLC	M56 Notice for TA-23-1	1,311.32
01/08/2024	US Bank	RV-Timeclock Plus - Schedule Anywhere License PD	1,297.44 M
01/16/2024	JEFFERSON COUNTY PUBLIC WORKS	December 2023 fuel usage - 417.8 g UL	1,269.59
01/08/2024	US Bank	CH-Pamplin Media-Printing jobs	1,244.56 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount	
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Community Cleanup temp week ended 12/09/23	1,244.10	M
01/16/2024	Santiam Towing and Recovery	Retow	1,222.00	
01/08/2024	US Bank	SB-Easy Picker Golf Products-Course Equipment	1,176.41	M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Contract	1,099.53	
01/16/2024	Bend Mailing Services, LLC	December 2023 billing and January 2024 Prebilling - sewer a	1,098.69	
01/08/2024	US Bank	FT-Madras Paint and Glass Inc.- Paint Improvement Grant	1,083.40	M
01/16/2024	Executive Information Services, Inc.	Server migration	1,080.00	
01/08/2024	US Bank	SB-Easy Picker Golf Products-Course Equipment	1,080.00	M
01/08/2024	US Bank	KW-Gills PointS- tires	1,060.36	M
01/03/2024	LES SCHWAB EQUIPMENT	2014 Ford Intercept - Battery and tires	1,054.08	
01/08/2024	US Bank	CH-Oregon Embroidery - #13758	1,046.00	M
01/16/2024	Covenant Technology Solutions, Inc.	December 2023 - Non-PD Hosting	1,032.40	
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Airport temp week ended 12/09/23	1,027.11	M
01/31/2024	JEFFERSON COUNTY CLERK	Recording Fee Deposit	1,000.00	
01/31/2024	High Desert Home Improvement	Landscape Refund - 699 NE Begonia	1,000.00	
01/24/2024	Woodhill Homes	Landscape Refund - 767 NE 16th Street	1,000.00	
01/16/2024	Veterans of Foreign Wars Auxiliary	Community Grant FY23-24	1,000.00	
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Community Cleanup temp week ended 12/31/23	957.00	M
01/16/2024	CARSON OIL COMPANY	CV 1000 THF	946.70	
01/03/2024	Code Publishing LLC	Web update	945.00	
01/16/2024	KITTELSON & ASSOCIATES INC.	Oak Street TIA Review	943.23	
01/08/2024	US Bank	ME-MADRAS MINI STORAGE-Evidence Locker	888.00	M
01/08/2024	US Bank	CH-Central Oregon Heating & Cooling #135981701	887.00	M
01/24/2024	CARLSON TESTING INC.	WWTP Odor Control project	885.00	
01/31/2024	CARSON OIL COMPANY	203.6g diesel	847.22	
01/08/2024	US Bank	MQ-Amazon - First aid supplies	814.79	M
01/08/2024	US Bank	JL-Napa Auto - belts for blowers, oil for pumps	804.36	M
01/31/2024	Will Ward Janitorial	Janitorial Service - January 2024	800.00	
01/31/2024	Will Ward Janitorial	Janitorial Service - January 2024	800.00	
01/03/2024	Will Ward Janitorial	Janitorial Service - December 2023	800.00	
01/03/2024	Will Ward Janitorial	Janitorial Service - December 2023	800.00	
01/08/2024	US Bank	TP-Q2 Tint Company - Vinyl Removal and paint correction	800.00	M
01/03/2024	Madras Runners	Community Grant FY2023-24	800.00	
01/16/2024	Kelley Connect	CH Copier - Jan-March '24	782.10	
01/08/2024	US Bank	CH-BendTel - November 2023	770.25	M
01/08/2024	US Bank	CH-BendTel - November 2023	770.25	M
01/16/2024	ECONorthwest	UGB Alternatives Analysis & Findings	770.00	
01/08/2024	US Bank	CH-BendTel - December 2023	768.63	M
01/08/2024	US Bank	CH-BendTel - December 2023	768.63	M
01/24/2024	PUMPTECH INC	Valve kit	752.03	
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	750.00	
01/24/2024	PACIFIC POWER	Electric bill - December 2023	725.56	
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Security	714.00	
01/08/2024	US Bank	CH-Oregon Beef Company- employee safety incentive	700.00	M
01/08/2024	US Bank	CH-H.A. McCoy Engineering & Surveying LLC- Fairgrounds R	693.80	M
01/08/2024	US Bank	GL-Amazon - Battery irrigation control (rain bird 2 zone)	678.70	M
01/08/2024	US Bank	CF-Owen Equipment - Sweeper Brush	671.98	M
01/31/2024	CIS TRUST	January 2024 Insurance Report, Life & Salary Continuation	666.35	M
01/08/2024	US Bank	CH-Madras Sanitary Service - November 2023	661.56	M
01/08/2024	US Bank	KP-INN AT CROSS KEYS - Christmas Party facility rental	650.00	M
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Admin temp week ended 12/09/24	627.05	M
01/24/2024	CARSON OIL COMPANY	150.10 g diesel	626.10	
01/08/2024	US Bank	SB-Identity Zone- Uniforms	600.84	M
01/08/2024	US Bank	JE-Les Schwab Equipment - Chains for Plow trucks 99/ 35/ 5	600.24	M
01/08/2024	US Bank	AE-Hampton - Lodging for training	591.70	M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Security	588.00	

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/08/2024	US Bank	CH-Oregon Embroidery - #13757	583.50 M
01/08/2024	US Bank	CH-Sunbelt Rentals-scissor lift for Council Chambers	583.25 M
01/16/2024	PACIFIC POWER GROUP	Annual preventative maint	571.88
01/16/2024	PACIFIC POWER GROUP	Annual preventative maint	571.87
01/08/2024	US Bank	RV-Verizon - Nov 2023	566.68 M
01/08/2024	US Bank	JH-Phil's Ace hardware - Tools for Airport	556.82 M
01/16/2024	JEFFERSON COUNTY FIRE DISTRICT	CPR Training	550.00
01/08/2024	US Bank	CC-Home Depot - Redmond - concrete boards for barricade	541.48 M
01/08/2024	US Bank	CH-Cove Electric Inc - #5114	534.59 M
01/16/2024	ZUMAR INDUSTRIES INC	Flagging signs	514.68
01/16/2024	DAY WIRELESS SYSTEMS	replaced Faulty Light Modules on sound off light bar	510.00
01/08/2024	US Bank	RV-Mail Copies and More - Name Plates	500.50 M
01/16/2024	Bend Mailing Services, LLC	December 2023 billing & January 2024 Prebilling - water acct	500.00
01/08/2024	US Bank	CH-Oregon Beef Company- employee safety incentive	500.00 M
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	490.00
01/31/2024	Anderson Perry Assoc.	Annual Compliance Assistance	480.00
01/31/2024	911 SUPPLY	uniforms - Kathrein	479.54
01/08/2024	US Bank	SO-Instrumart - Digestor 2 Level Transducer	474.50 M
01/08/2024	US Bank	SO-Instrumart - Digestor 2 Level Transducer	474.50 M
01/03/2024	Dustin Cowles	Clean-up and Cart Returns	472.50
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	462.00
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Security	462.00
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Sentinel	453.33
01/08/2024	US Bank	CH-Oregon Embroidery - #13756	440.50 M
01/03/2024	Covenant Technology Solutions, Inc.	December 2023 - Hosting	438.65
01/08/2024	US Bank	SB-Carl's Golf Land-Gloves and Golf Balls	431.72 M
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Community Cleanup temp week ended 11/24/23	430.65 M
01/16/2024	CARSON OIL COMPANY	97.20g DIESEL	427.77
01/08/2024	US Bank	MQ-Amazon - White boards warming shelter	426.74 M
01/08/2024	US Bank	CH-BendTel - December 2023	424.74 M
01/08/2024	US Bank	CH-BendTel - November 2023	423.89 M
01/08/2024	US Bank	RV-Sunriver Resort Lodge - OGFOA Conference	423.43 M
01/16/2024	Covenant Technology Solutions, Inc.	Kate Knop (Finance Director) Set up	422.90
01/08/2024	US Bank	RC-RESTAURANT - LUNCH/ DINNER MAJOR CRIMES UNI	418.31 M
01/08/2024	US Bank	MQ-Amazon - 70 inch electric fire place Warming shelter	417.99 M
01/08/2024	US Bank	GL-Phil's Ace Hardware - Spray paint, Bolt eye w/nuts, graffiti	415.86 M
01/08/2024	US Bank	JL-Process Piping Specialties - check valve for blowers	410.17 M
01/08/2024	US Bank	RV-Blue Mountain Networks - December 2023	401.99 M
01/08/2024	US Bank	GL-Bigfoot Christmas Tree - Christmas Tree	399.00 M
01/16/2024	DESCHUTES VALLEY WATER DISTRICT	December 2023 Water Bill	396.00
01/08/2024	US Bank	AE-IAPE - Evidence Management Class	395.00 M
01/08/2024	US Bank	CF-S3 Power Sports - side by side springs	391.35 M
01/08/2024	US Bank	FT-APA - Annual Membership	386.00 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Sentinel	373.33
01/08/2024	US Bank	SB-GolfBalls.com-Desert Peaks Logo Balls	371.68 M
01/08/2024	US Bank	SO-Consolidated Supply - Meter Lid Boxes	367.46 M
01/03/2024	Covenant Technology Solutions, Inc.	December 2023 - Hosting	361.24
01/08/2024	US Bank	RB-All American Extinguisher - Annual maint. on all fire exting	360.00 M
01/08/2024	US Bank	CH-Central Oregon Heating & Cooling #135626290	358.00 M
01/08/2024	US Bank	JE-TS&S Ford - Repair on truck 111	354.19 M
01/08/2024	US Bank	JH-Black Bear Diner of Madras LLC - Annual Snow Plow Trai	353.29 M
01/08/2024	US Bank	MQ-Home Depot - Storage totes warming shelter	351.46 M
01/31/2024	Will Ward Janitorial	Janitorial Service - January 2024	350.00
01/03/2024	Will Ward Janitorial	Janitorial Service - December 2023	350.00
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Admin temp week ended 12/24/23	349.68 M
01/08/2024	US Bank	WI-League of Oregon Cities- Conference Registration	339.99 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/08/2024	US Bank	RC-Speakwrite - Major Crimes Transcription	338.29 M
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	Admin temp week ended 12/24/23	325.82 M
01/08/2024	US Bank	KW-Baxter Auto Parts - Oil filter	320.91 M
01/24/2024	911 SUPPLY	Equipment	319.97
01/08/2024	US Bank	MQ-Amazon - Bathroom floor cabinet FF&E	316.00 M
01/08/2024	US Bank	CH-Madras Sanitary Service - November 2023	310.86 M
01/24/2024	TAURUS POWER AND CONTROLS INC.	Field Service Report - Wastewater	310.00
01/08/2024	US Bank	RV-Verizon - Nov 2023	309.23 M
01/24/2024	PACIFIC POWER	Electric bill - December 2023	309.07
01/08/2024	US Bank	RV-NMS Labs -MPD Case#200951	308.00 M
01/08/2024	US Bank	SO-Oregon Health Authority - Cross Connection and Backflo	305.00 M
01/08/2024	US Bank	MQ-Amazon - 4 wood end tables Warming Shelter	303.80 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Contract	299.87
01/08/2024	US Bank	JL-Carter Pump - sludge pump gaskets, valve seat	296.54 M
01/08/2024	US Bank	GL-Amazon - Battery irrigation control (rain bird 1 zone).	293.85 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Sentinel	293.33
01/08/2024	US Bank	RV-Events by Design - Christmas party	285.81 M
01/03/2024	Covenant Technology Solutions, Inc.	December 2023 - Hosting	283.83
01/08/2024	US Bank	RV-911 Supply- Uniforms	277.57 M
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	275.00
01/08/2024	US Bank	TP-Mark's Auto Repair - 2013 Ford Interceptor Motor Mount	271.00 M
01/24/2024	Minutes Solutions Inc.	Commission minutes recording 12.06.23	270.00
01/16/2024	911 SUPPLY	uniforms	269.84
01/24/2024	PACIFIC POWER	Electric bill - December 2023	264.21
01/08/2024	US Bank	ZQ-Madras Paint & Glass - Paint for graffiti art building	261.90 M
01/08/2024	US Bank	CH-Central Electric November 2023	259.59 M
01/08/2024	US Bank	CH-BendTel - December 2023	250.15 M
01/08/2024	US Bank	CH-BendTel - November 2023	250.12 M
01/16/2024	BUREAU OF LABOR & INDUSTRY	Madras Airport Helibase Project	250.00
01/08/2024	US Bank	CF-RANCH COUNTRY OUTHOUSES - Sahalee outhouse	250.00 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Contract	249.89
01/03/2024	Covenant Technology Solutions, Inc.	Domain Renewal	247.34
01/31/2024	911 SUPPLY	Boots - Kathrein	246.88
01/08/2024	US Bank	MQ-Amazon - first aid supplies	246.62 M
01/24/2024	PACIFIC POWER	Electric bill - December 2023	245.38
01/31/2024	CARSON OIL COMPANY	64.4g regular	245.30
01/08/2024	US Bank	JE-Gills Point S - Mount tires for truck 48 and tire disposal.	242.00 M
01/08/2024	US Bank	RV-Konrad Kreations - Christmas Party	241.00 M
01/08/2024	US Bank	MQ-Amazon - TV Wall mount, laundry basket, corner cabinet	237.94 M
01/24/2024	Edge Analytical, Inc.	Wastewater lab chem testing	232.00
01/08/2024	US Bank	JE-Baxter Auto Parts - Air Filters/ Oil filters Latex Gloves	231.63 M
01/08/2024	US Bank	CC-N&S TRACTOR - BED MAT	231.32 M
01/08/2024	US Bank	KP-MAZATLAN - Council retreat food	230.00 M
01/16/2024	Net Assets Corp.	15 Lien Searches - December 2023	228.00
01/08/2024	US Bank	WI-CIS - Conference Registration	225.00 M
01/03/2024	Austin Heikkila	Sewer Deposit - A. Heikkila	223.20
01/03/2024	Jordan Hoan	Sewer Deposit -S. Hoan	223.20
01/08/2024	US Bank	CH-Madras Sanitary Service - November 2023	220.25 M
01/08/2024	US Bank	AE-Phil's Ace Hardware - Shelving	219.99 M
01/03/2024	Edge Analytical, Inc.	Wastewater lab chem testing	218.00
01/16/2024	Edge Analytical, Inc.	Wastewater lab chem testing	218.00
01/24/2024	Edge Analytical, Inc.	Drinking water lab chem testing	216.00
01/08/2024	US Bank	CH-Madras Sanitary Service - November 2023	215.94 M
01/31/2024	FIREPRO, LLC	Annual flow test	210.00
01/31/2024	FIREPRO, LLC	Annual flow test	210.00
01/08/2024	US Bank	CH-Madras Sanitary Service - November 2023	209.60 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/08/2024	US Bank	RV-Blue Mountain Networks - December 2023	202.99 M
01/08/2024	US Bank	RV-Blue Mountain Networks - December 2023	202.99 M
01/08/2024	US Bank	RV-Blue Mountain Networks - December 2023	202.99 M
01/08/2024	US Bank	CH-Desert Peaks Golf Enterprises - employee safety incentiv	200.00 M
01/08/2024	US Bank	CH-Safeway Inc. Portland Division - employee safety incentiv	200.00 M
01/08/2024	US Bank	CH-Safeway Inc. Portland Division - employee safety incentiv	200.00 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Contract	199.91
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Contract	199.91
01/08/2024	US Bank	SB-Baxter Auto Parts-Filters	198.57 M
01/31/2024	CENTURYLINK	DPGC - internet/phones - December 2023	197.28 M
01/08/2024	US Bank	CH-TDS broadband LLC - 12/1/2023-12/31/2023	195.00 M
01/31/2024	Michael Baker	Sewer Deposit - M. Baker	193.24
01/16/2024	Turning Points Recovery Serv.	Sewer Deposit - Turning Point Recovery Services	193.24
01/16/2024	Covenant Technology Solutions, Inc.	December 2023 - Non-PD Hosting	187.71
01/08/2024	US Bank	CH-Black Bear Diner of Madras LLC - Meal for late Meeting	184.44 M
01/31/2024	Fintech	Columbia Distributing	182.02 M
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	180.00
01/08/2024	US Bank	FT-Amazon - Office Supplies-Keyboards and Mouse	179.98 M
01/08/2024	US Bank	CH-Treasure Valley Coffee of Central Oregon- Coffee supplie	177.35 M
01/08/2024	US Bank	RV-Blue Mountain Networks - December 2023	176.50 M
01/08/2024	US Bank	CF-Amazon - Binders	176.16 M
01/08/2024	US Bank	LM-Amazon - work snow gear	174.36 M
01/08/2024	US Bank	TG-Baxter auto parts - hydraulic oil for aquatech	173.98 M
01/08/2024	US Bank	KW-Baxter Auto Parts - Filters	173.36 M
01/08/2024	US Bank	JE-Baxter Auto Parts - Air filters/ Oil filters/ Master Dicon Swit	171.47 M
01/08/2024	US Bank	BG-Phil's ACE Hardware - Power drill	169.99 M
01/08/2024	US Bank	LM-Amazon - Stools for pilot charging station	169.97 M
01/08/2024	US Bank	CH-BendTel - November 2023	169.08 M
01/08/2024	US Bank	CH-BendTel - November 2023	169.08 M
01/08/2024	US Bank	CH-BendTel - December 2023	168.72 M
01/08/2024	US Bank	CH-BendTel - December 2023	168.72 M
01/16/2024	DESCHUTES VALLEY WATER DISTRICT	December 2023 Water Bill	168.30
01/08/2024	US Bank	RV-AE Nelson - Leather Equipment	167.52 M
01/16/2024	JEFFERSON COUNTY FIRE DISTRICT	CPR Training	165.00
01/08/2024	US Bank	RC-Storage 2 U- December 2023 Storage Container for Evide	165.00 M
01/08/2024	US Bank	RC-STORAGE 2U-Evidence Container at MPD	165.00 M
01/08/2024	US Bank	SO-WaveCel- Hard Hat	160.93 M
01/08/2024	US Bank	CH-BendTel - December 2023	160.50 M
01/08/2024	US Bank	CH-BendTel - November 2023	160.16 M
01/08/2024	US Bank	JE-Baxter Auto Parts - BAT Charger for truck 99	159.99 M
01/08/2024	US Bank	PH-Amazon-hard hat	159.74 M
01/08/2024	US Bank	KP-GREAT EARTH - HR Consultant luncheon	156.85 M
01/08/2024	US Bank	MQ-Amazon - 2 x 3 white boards Warming shelter	155.59 M
01/08/2024	US Bank	MQ-OAMA - membership for airport	155.00 M
01/08/2024	US Bank	CF-RANCH COUNTRY OUTHOUSES - Trails outhouse	155.00 M
01/08/2024	US Bank	KP-DOMINOS - New Staff luncheon	153.81 M
01/31/2024	Steve and Christine Kever	Overpayment- S. Kever	152.92
01/08/2024	US Bank	GL-Madras Marine inc- Edger Blades	144.47 M
01/03/2024	Gills PointS - Madras	Tires for removal of trailer	142.00
01/08/2024	US Bank	IA-Valvoline - Oil Change #2002	139.96 M
01/03/2024	Michelle Boulanger	Sewer Deposit - M. Boulanger	136.14
01/08/2024	US Bank	RV-DTV*DIRECTV SERVICE -December 2023	134.98 M
01/08/2024	US Bank	TG-Amazon - new hardhat	133.61 M
01/03/2024	HIGH DESERT AGGREGATE & PAVING, INC.	Level 2, 1/2" HMAC	132.93
01/08/2024	US Bank	TP-Mountain View RV - December Rent	130.00 M
01/31/2024	MID OREGON PERSONNEL SERVICES, INC.	SWWTP temp week ended 12/24/23	129.40 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/08/2024	US Bank	CH-LS Network - December 2023	126.76 M
01/08/2024	US Bank	CH-Pamplin Media-Public Notices	126.67 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Security	126.00
01/08/2024	US Bank	NB-Zoom- Monthly Subscription	120.00 M
01/08/2024	US Bank	RB-Treasure Valley Coffee of Central Oregon - Refill coffee a	119.75 M
01/08/2024	US Bank	ZQ-Amazon - Coffee for public works office	118.20 M
01/31/2024	Priscilla Unruh	Overpayment- P. Unruh	116.20
01/31/2024	Edge Analytical, Inc.	Wastewater lab chem testing	116.00
01/24/2024	Edge Analytical, Inc.	Wastewater lab chem testing	116.00
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - Misc Legal - December 2023	112.50
01/08/2024	US Bank	CH-Central Oregon Heating & Cooling #135626290	112.00 M
01/08/2024	US Bank	CH-Central Oregon Heating & Cooling #135626290	112.00 M
01/08/2024	US Bank	ZQ-Phil's Ace Hardware - Parts and tools for building mainten	110.95 M
01/08/2024	US Bank	SB-Baxter Auto Parts - Dial Indicator	110.92 M
01/16/2024	OREGON EMBROIDERY	City Admin Jacket with Embroidery	110.50
01/08/2024	US Bank	GL-Phil's Ace Hardware - Safety Gas Cans	109.98 M
01/03/2024	Edge Analytical, Inc.	Wastewater lab chem testing	109.00
01/16/2024	Priscilla Unruh	Sewer Deposit - P. Unruh	107.00
01/08/2024	US Bank	CH-Pamplin Media Group - Public Hearing CU-23-2 & SP 23-	106.34 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Security	105.00
01/08/2024	US Bank	PH-Ace-Tools for meters	104.97 M
01/08/2024	US Bank	CH-LS Network - December 2023	104.39 M
01/08/2024	US Bank	CH-Madras Sanitary Service - November 2023	102.00 M
01/08/2024	US Bank	CH-TDS Broadband - 11/25/2023-12/24/2023	101.50 M
01/16/2024	Damon and Stephanie Lansing	Sewer Deposit - D. & S. Lansing	101.26
01/03/2024	COVE ELECTRIC INC.	Influent Valve troubleshooting and cleaning	100.00
01/08/2024	US Bank	GL-ARCO - Fuel Christmas tree pick up	100.00 M
01/08/2024	US Bank	CH-Grocery Outlet - employee safety incentive	100.00 M
01/08/2024	US Bank	CH-Grocery Outlet - employee safety incentive	100.00 M
01/08/2024	US Bank	CH-Grocery Outlet - employee safety incentive	100.00 M
01/08/2024	US Bank	CF-RANCH COUNTRY OUTHOUSES - Bean outhouse	100.00 M
01/08/2024	US Bank	CF-RANCH COUNTRY OUTHOUSES - golf outhouse	100.00 M
01/08/2024	US Bank	CF-RANCH COUNTRY OUTHOUSES - North plant outhouse	100.00 M
01/08/2024	US Bank	CH-Safeway Inc. Portland Division - employee safety incentiv	100.00 M
01/08/2024	US Bank	CH-Safeway Inc. Portland Division - employee safety incentiv	100.00 M
01/08/2024	US Bank	SW-Transunion - TruLookup	100.00 M
01/16/2024	Evangeline Young	Photo ID Badges - 4	100.00
01/08/2024	US Bank	KW-Amazon -printer	99.99 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Contract	99.96
01/08/2024	US Bank	AE-Les Schwab Equipment - Winter Tire Swap #52	99.96 M
01/16/2024	Kelley Connect	PW Copier - Jan-March '24	99.00
01/16/2024	911 SUPPLY	uniforms	98.91
01/08/2024	US Bank	MQ-Amazon - office supplies for airport	98.33 M
01/08/2024	US Bank	GL-Baxter Auto Parts- 4WD Actuator	96.14 M
01/08/2024	US Bank	CH-Oregon Embroidery - #13755	96.00 M
01/08/2024	US Bank	RV-Verizon - Nov 2023	95.32 M
01/31/2024	Will Ward Janitorial	Janitorial Service - January 2024	95.00
01/03/2024	Will Ward Janitorial	Janitorial Service - December 2023	95.00
01/16/2024	Covenant Technology Solutions, Inc.	December 2023 - Non-PD Hosting	93.85
01/24/2024	TS&S FORD	2022 Ford Interc. Oil change and service	92.40
01/08/2024	US Bank	CH-Terminix International - #238378	92.00 M
01/08/2024	US Bank	RV-Mission Linen -DPGC	91.07 M
01/08/2024	US Bank	CC-Phil's Ace hardware - hooks for ladders	90.97 M
01/03/2024	Ibershof, William	Travel to Redmond for COCC 106 Miles	90.76
01/08/2024	US Bank	DH-Amazon-Hard hat	90.08 M
01/08/2024	US Bank	CH-Ericksons Thriftway- employee safety incentive	90.00 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/08/2024	US Bank	RV-Black Bear Diner - Employee appreciation	89.01 M
01/08/2024	US Bank	CH-Terminix International - #238379	89.00 M
01/08/2024	US Bank	MQ-Amazon - sheet protectors, sponge for kitchen, calendar	88.71 M
01/08/2024	US Bank	RV-Blue Mountain Networks - December 2023	88.25 M
01/08/2024	US Bank	RV-Blue Mountain Networks - December 2023	88.24 M
01/16/2024	DESCHUTES VALLEY WATER DISTRICT	December 2023 Water Bill	88.00
01/31/2024	JUNIPER PAPER & SUPPLY	Multifold Paper towels	86.84
01/08/2024	US Bank	CC-Phil's Ace hardware - broom shovel for clean up	85.97 M
01/08/2024	US Bank	CC-Phil's Ace hardware - 3M AHESIVE TO HANG WHITE BO	85.94 M
01/08/2024	US Bank	SB-Amazon-First Aid Travel Kits	85.50 M
01/16/2024	Covenant Technology Solutions, Inc.	December 2023 - Non-PD Hosting	85.03
01/31/2024	CENTURYLINK	Self Service Air - December 2023	84.71 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Security	84.00
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Security	84.00
01/08/2024	US Bank	FT-Go Transcript - Development Team Meeting minutes 12/7/	82.58 M
01/08/2024	US Bank	CH-LS Network - December 2023	82.02 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Sentinel	80.00
01/16/2024	BADGER METER INC	Orion cellular lte serv unit	79.98
01/31/2024	Jon Stucki	Sewer Deposit - J. Stucki	79.95
01/08/2024	US Bank	WI-Amazon - Supplies for retreat	79.57 M
01/08/2024	US Bank	RC-Treasure Valley Coffee of Central Oregon - coffee and su	79.45 M
01/08/2024	US Bank	CH-Amazon-Office Supplies	79.30 M
01/08/2024	US Bank	ME-Amazon - Office Supplies	78.28 M
01/08/2024	US Bank	CH-Pamplin Media Group - Employment ad fleet specialist	78.00 M
01/03/2024	Covenant Technology Solutions, Inc.	December 2023 - Hosting	77.41
01/08/2024	US Bank	SB-Amazon-Deli	75.80 M
01/31/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - December 2023	75.00
01/08/2024	US Bank	RC-Madras Mini Storage-December 2023 PD Storage	74.00 M
01/16/2024	911 SUPPLY	uniforms	73.76
01/08/2024	US Bank	LM-Pamplin Media Group - Newspaper for airport office	72.00 M
01/08/2024	US Bank	CH-Safeway Inc. Portland Division - Food For City Council M	71.31 M
01/08/2024	US Bank	ZQ-Phil's Ace Hardware - Tools for streets and signs	70.96 M
01/16/2024	Covenant Technology Solutions, Inc.	December 2023 - Non-PD Hosting	70.86
01/03/2024	Julio Rodriguez	Sewer Deposit - J. Rodriguez	70.55
01/08/2024	US Bank	CH-Madras Sanitary November 2023	70.45 M
01/08/2024	US Bank	CH-Madras Sanitary November 2023	70.45 M
01/08/2024	US Bank	MQ-HiViz - Safety sweatshirt PW	69.48 M
01/03/2024	Karin Stauder	Mileage	69.43
01/08/2024	US Bank	ZQ-Phil's Ace Hardware - Bits and parts for ladder hangers at	69.13 M
01/08/2024	US Bank	CH-Central Electric November 2023	68.59 M
01/31/2024	CENTURYLINK	SWWTP - December 2023	67.33 M
01/08/2024	US Bank	NS-Amazon - Keyboard	66.97 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Sentinel	66.67
01/08/2024	US Bank	RV-Mail Copies and More - Copeland Name Plate	66.50 M
01/31/2024	Will Ward Janitorial	Janitorial Service - January 2024	65.00
01/03/2024	Will Ward Janitorial	Janitorial Service - December 2023	65.00
01/03/2024	Covenant Technology Solutions, Inc.	December 2023 - Hosting	64.51
01/24/2024	911 SUPPLY	Name plates	63.58
01/24/2024	911 SUPPLY	uniforms	63.58
01/31/2024	Scott Williams	Overpayment- S. Williams	62.60
01/08/2024	US Bank	MQ-Amazon - 2024 calendars Public Works	62.50 M
01/08/2024	US Bank	LM-Airside Solutions Inc - Part to repair runway light	60.56 M
01/08/2024	US Bank	BG-USA BLUE BOOK - Deionized water , connection nuts for	60.07 M
01/08/2024	US Bank	CH-Garden Gate Flowers & Fine Gifts - Flowers for Fatima	60.00 M
01/08/2024	US Bank	CF-Simplisafe - alarm monitoring	59.98 M
01/08/2024	US Bank	JL-Napa Auto - electrical connectors for wiring	57.04 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/08/2024	US Bank	MQ-Uline - paper plates for City Hall	57.00 M
01/16/2024	Covenant Technology Solutions, Inc.	December 2023 - Non-PD Hosting	56.69
01/08/2024	US Bank	SB-Amazon-Plastic Drink Cups	56.64 M
01/08/2024	US Bank	RV-Pitney Bowes - V#417 Postage mch rental Oct-Dec	55.10 M
01/08/2024	US Bank	RV-Pitney Bowes - V#417 Postage mch rental Oct-Dec	55.09 M
01/16/2024	JEFFERSON COUNTY FIRE DISTRICT	CPR Training	55.00
01/08/2024	US Bank	BG-Thompson Pump & Irrigation Inc.- Flange gaskets for SB	53.94 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Sentinel	53.33
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Sentinel	53.33
01/08/2024	US Bank	MQ-Amazon - First Aid Supplies	52.49 M
01/03/2024	Covenant Technology Solutions, Inc.	December 2023 - Hosting	51.61
01/03/2024	Covenant Technology Solutions, Inc.	December 2023 - Hosting	51.60
01/24/2024	NORCO	Cylinder Rental	50.10
01/08/2024	US Bank	CH-Norco #38832755	50.10 M
01/08/2024	US Bank	TP-Towne Pump - fuel	50.01 M
01/08/2024	US Bank	RV-Guardian Alliance - PD Recruiting Expense	50.00 M
01/08/2024	US Bank	RV-Guardian Alliance - Software License	50.00 M
01/31/2024	Covenant Technology Solutions, Inc.	Adapter/driver for S. Ough	49.99
01/08/2024	US Bank	WI-Safeway - Supplies for Retreat	49.95 M
01/31/2024	Fintech	Monthly service fee - January 2024	48.67 M
01/08/2024	US Bank	RV-Verizon - Nov 2023	48.51 M
01/08/2024	US Bank	JE-Restaurant - Portland Aquatech trip lunch	48.30 M
01/08/2024	US Bank	RV-Pitney Bowes - V#417 Postage mch rental Oct-Dec	48.15 M
01/08/2024	US Bank	CF-Verizon - Fleet monitoring	47.85 M
01/08/2024	US Bank	RV-Verizon - Nov 2023	47.66 M
01/08/2024	US Bank	RV-Verizon - Nov 2023	47.66 M
01/08/2024	US Bank	WI-Amazon - Supplies for retreat	47.62 M
01/08/2024	US Bank	TP-Bi Mart Corporation- candy for Holiday Parade	47.44 M
01/31/2024	OHA Cashier	Hanenkrat - cross connection cert	45.00
01/16/2024	DataQuest, LLC	Background Checks	45.00
01/08/2024	US Bank	SB-Amazon-spanner wrench	44.99 M
01/16/2024	DESCHUTES VALLEY WATER DISTRICT	December 2023 Water Bill	44.43
01/08/2024	US Bank	DH-RealVNC-annual dues	44.34 M
01/08/2024	US Bank	TP-Amazon - Office Supplies	44.04 M
01/08/2024	US Bank	NS-Black Bear Diner of Madras LLC, Mtg with Fire Chief	43.36 M
01/08/2024	US Bank	ZQ-Amazon - Coffee for public works office	42.64 M
01/08/2024	US Bank	WI-Restaurant - Lunch with Police Chief	42.18 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Security	42.00
01/08/2024	US Bank	CH-Pamplin Media Group - Budget Meeting Ordinance #981	41.67 M
01/08/2024	US Bank	CH-Pamplin Media Group - Ordinance #981	41.66 M
01/08/2024	US Bank	PH-Tollgate Inn-Lunch after delivering Aquatech to Portland	41.00 M
01/08/2024	US Bank	ME-AMAZON-Office Supplies	40.82 M
01/08/2024	US Bank	FT-Amazon - Office Supplies Keyboard and Mouse case	39.99 M
01/08/2024	US Bank	IA-Autozone - Floor Mats	39.99 M
01/08/2024	US Bank	MM-Bi Mart Corporation - Storage Tote #1301	39.99 M
01/24/2024	NORCO	Cylinder Rental	39.01
01/08/2024	US Bank	PH-Ace- Fasteners for water meters	37.99 M
01/08/2024	US Bank	CH-Madras Sanitary Service - November 2023	37.55 M
01/08/2024	US Bank	DH-Amazon-First Aid supplies	36.55 M
01/08/2024	US Bank	JE-Gills Point S - Tire for Billy goat	36.50 M
01/08/2024	US Bank	RV-TimeValue Software - annual renewal	35.00 M
01/08/2024	US Bank	SB-Amazon-Snacks	34.70 M
01/08/2024	US Bank	CH-Central Electric November 2023	34.32 M
01/08/2024	US Bank	FT-Safeway - Planning Commission Meeting 12/6/2023	33.99 M
01/08/2024	US Bank	SB-Amazon-Snacks	33.98 M
01/08/2024	US Bank	AE-Restaurant - lunch during training	33.93 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/08/2024	US Bank	RV-Mission Linen - PW	33.66 M
01/08/2024	US Bank	RV-Mission Linen -Airport	33.28 M
01/08/2024	US Bank	KP-SAFEWAY INC. Portland Division - Council Food	33.27 M
01/08/2024	US Bank	TP-Pizza Hut - Lunch Meeting with Staff	32.98 M
01/08/2024	US Bank	KW-Baxter Auto Parts - oil filters	32.58 M
01/08/2024	US Bank	KP-SAFEWAY INC. Portland Division - New Staff Lunch Drink	32.17 M
01/08/2024	US Bank	SB-Amazon-Cleaning Supplies	31.67 M
01/08/2024	US Bank	JL-Phil's Ace Hardware - bolts	31.20 M
01/08/2024	US Bank	FT-Amazon - Office Supplies - Labels	30.59 M
01/08/2024	US Bank	GL-Madras Marine inc- Weed Wacker filters	30.14 M
01/08/2024	US Bank	SB-Amazon-Printer ink	29.99 M
01/08/2024	US Bank	PH-Fred Meyer-Straps to hold new streetsweeper brush in tru	29.99 M
01/08/2024	US Bank	SB-Baxter Auto Parts - Fuel Filter	29.44 M
01/08/2024	US Bank	BG-Ericksons Thriftway - Bleach , Creamer	29.27 M
01/08/2024	US Bank	DH-Amazon-First Aid supplies	27.19 M
01/08/2024	US Bank	BG-Amazon - 50 mm Hole saw cutter . (2 count)	26.97 M
01/08/2024	US Bank	RV-Mission Linen -City Hall	26.81 M
01/08/2024	US Bank	RV-Mission Linen -City Hall	26.81 M
01/08/2024	US Bank	RV-Mission Linen -PD	26.81 M
01/08/2024	US Bank	RV-Mission Linen -PD	26.81 M
01/16/2024	Covenant Technology Solutions, Inc.	January 2024 Sentinel	26.68
01/08/2024	US Bank	NB-Amazon- Coffee for break room 50%	26.49 M
01/08/2024	US Bank	NB-Amazon- Coffee for break room 50%	26.48 M
01/08/2024	US Bank	LM-US Post Office - Postage for airport mailing	26.40 M
01/08/2024	US Bank	TG-Ace Hardware - supplies for monthly water samples	25.91 M
01/03/2024	Covenant Technology Solutions, Inc.	December 2023 - Hosting	25.80
01/08/2024	US Bank	SB-Amazon-Snacks	25.70 M
01/08/2024	US Bank	KW-Bi Mart Corporation-speaker	24.99 M
01/08/2024	US Bank	NB-Amazon- thermal receipt paper	24.75 M
01/08/2024	US Bank	DH-amazon-coffee for SWWTP	24.61 M
01/08/2024	US Bank	RV-Amazon - Office Suipplies	24.49 M
01/08/2024	US Bank	CC-Phil's Ace hardware - nuts and bolts for barricade	24.40 M
01/08/2024	US Bank	GL-Baxter Auto Parts- Gauge & Dual Auto Pen	23.87 M
01/08/2024	US Bank	SB-Amazon-Snacks	23.60 M
01/08/2024	US Bank	SB-Amazon-Cleaning Supplies	22.99 M
01/08/2024	US Bank	SB-Amazon-snacks	22.68 M
01/08/2024	US Bank	WI-Restaurant - met with COIC Executive Director	22.18 M
01/24/2024	GENERAL PACIFIC, INC.	Dan-M25, M35 & M55 Parts Order	22.00
01/08/2024	US Bank	SO-Amazon- Keyboard for SCADA Computer	21.99 M
01/08/2024	US Bank	ZQ-Phil's Ace Hardware - Tools to fix sink at the airport GAB	21.97 M
01/08/2024	US Bank	SB-Safeway-Deli	21.92 M
01/08/2024	US Bank	SB-Safeway-Deli	21.63 M
01/08/2024	US Bank	PH-Ace-Butane to defog meters	20.97 M
01/08/2024	US Bank	MQ-Thriftway - Controlled Substance abuse training PW	20.73 M
01/08/2024	US Bank	MQ-Ericksons - Snacks for Bloodborne Pathogen and workpl	20.51 M
01/08/2024	US Bank	PH-Amazon- Safety glass cleaner wipes	19.99 M
01/08/2024	US Bank	BG-Phil's ACE Hardware - Bushing and Bushing hex for Trans	19.98 M
01/08/2024	US Bank	DH-Amazon-safety vest	18.98 M
01/08/2024	US Bank	SB-Amazon-Deli	18.07 M
01/08/2024	US Bank	ZQ-Amazon - Coffee for public works office	17.99 M
01/08/2024	US Bank	ZQ-Amazon - Coffee for public works office	17.84 M
01/08/2024	US Bank	SB-Amazon-Deli Supplies	17.80 M
01/08/2024	US Bank	AE-Mail Copies and More - Evidence Shipping	17.65 M
01/08/2024	US Bank	RV-Police and Sheriffs Press - Enriquez ID Card	17.60 M
01/08/2024	US Bank	BG-N&S Tractor - 3"" male cam for air diffuser	17.12 M
01/08/2024	US Bank	SB-Amazon-Office Supplies	16.95 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/08/2024	US Bank	CF-Wolfe Truck & Equipment - air fitting	16.78 M
01/08/2024	US Bank	RV-Mission Linen -Airport	16.64 M
01/08/2024	US Bank	SB-Amazon-Office Supplies	16.52 M
01/08/2024	US Bank	AE-Mail Copies and More - Evidence Shipping	16.51 M
01/08/2024	US Bank	RV-Pitney Bowes - V#417 Postage mch rental Oct-Dec	16.12 M
01/08/2024	US Bank	AE-Hampton - Service Fee	15.99 M
01/08/2024	US Bank	KP-ZOOM - Pro account fee	15.99 M
01/08/2024	US Bank	SO-Amazon- USB to HDMI Adapter	15.98 M
01/08/2024	US Bank	RV-Mission Linen -WW	15.80 M
01/31/2024	Will Ward Janitorial	Janitorial Service - January 2024	15.00
01/03/2024	Will Ward Janitorial	Janitorial Service - December 2023	15.00
01/08/2024	US Bank	RC-Amazon - Subscription canceled 12/27/23	14.99 M
01/08/2024	US Bank	JL-Phil's Ace Hardware - drill bit	14.99 M
01/08/2024	US Bank	CH-LS Network - December 2023	14.91 M
01/08/2024	US Bank	ZQ-Ericksons Thriftway - Sugar for coffee and public works off	14.47 M
01/08/2024	US Bank	MQ-Amazon phone case	14.44 M
01/08/2024	US Bank	ZQ-Amazon - Coffee for public works office	14.00 M
01/08/2024	US Bank	TP-Amazon - Office Supplies	13.99 M
01/08/2024	US Bank	PH-Ace-propane to loosen meter	13.98 M
01/08/2024	US Bank	DH-Cruz-In car wash - Car Wash of #86 for council retreat @	13.80 M
01/08/2024	US Bank	MQ-Amazon - First aid supplies PW	13.59 M
01/08/2024	US Bank	TP-Chevron - Car Wash	12.99 M
01/08/2024	US Bank	TP-Chevron - Car Wash	12.99 M
01/08/2024	US Bank	MQ-Amazon - First Aid supplies	12.98 M
01/08/2024	US Bank	NS-Amazon - Hand Sanitizer	12.79 M
01/08/2024	US Bank	SB-Amazon-Snacks	11.98 M
01/08/2024	US Bank	SB-Amazon-Cleaning Supplies	11.89 M
01/08/2024	US Bank	SB-Amazon-snacks	11.82 M
01/31/2024	Rank & Mitchell Holdings LLC	Overpayment- 230 SW Fifth Street	11.24
01/08/2024	US Bank	RC-Treasure Valley Coffee of Central Oregon - coffee and su	10.45 M
01/08/2024	US Bank	LM-Phil's Ace hardware - Key Organizer	10.41 M
01/08/2024	US Bank	CH-TDS Broadband - 12/1/2023-12/31/2023	10.26 M
01/08/2024	US Bank	BG-Thompson Pump & Irrigation Inc.- Camlock gaskets for air	10.00 M
01/08/2024	US Bank	NS-Amazon - Calendar	9.49 M
01/08/2024	US Bank	SB-Amazon-Snacks	9.44 M
01/08/2024	US Bank	FT-Bi-mart - Gift Box - City Administrator Gift to Japan	9.26 M
01/08/2024	US Bank	WI-Midtown Coffee - Met with School Superintendent	8.75 M
01/08/2024	US Bank	BG-Platt Electric Supply- AMF CG grip for transducer	8.33 M
01/08/2024	US Bank	WI-Eagle Bakery - Met with a vendor	8.00 M
01/08/2024	US Bank	ZQ-Amazon - Coffee for public works office	7.99 M
01/08/2024	US Bank	IA-Chevron - Car Wash #2002	7.99 M
01/08/2024	US Bank	CC-Phil's Ace hardware - 32oz sprayer for soap water	7.99 M
01/08/2024	US Bank	FT-Thrift books- Supplies	7.88 M
01/08/2024	US Bank	DH-Amazon-First Aid supplies	7.49 M
01/08/2024	US Bank	JL-Phil's Ace Hardware - galvanized coupler	6.99 M
01/08/2024	US Bank	PH-Amazon- hardhat chin strap	6.90 M
01/08/2024	US Bank	JL-Baxter Auto Parts - stop light	5.64 M
01/08/2024	US Bank	RV-Pitney Bowes - V#417 Postage mch rental Oct-Dec	5.54 M
01/08/2024	US Bank	SB-Safeway-Deli Supplies	4.98 M
01/08/2024	US Bank	NS-Amazon - Kleenex	4.61 M
01/08/2024	US Bank	CH-Amazon-Office Supplies	4.39 M
01/08/2024	US Bank	KW-Baxter Auto Parts - Oil filter	4.30 M
01/31/2024	Easy Build Construction	Overpayment- 668 SE Glen Street	2.35
01/08/2024	US Bank	TG-N&S Tractor - 3 inch coupler	1.56 M
01/08/2024	US Bank	DH-Cruz-In car wash - Car Wash of #86 - overtipped	1.20 M
01/08/2024	US Bank	CH-Oregon Association of Chief/Poli - refund for 8 unused tes	111.00- M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
01/22/2024	Gills PointS - Madras	Tires for removal of trailer	142.00- V
01/16/2024	BERG AIR LLC	Berg's Portion of fuel- October 2023	170.34-
01/16/2024	BERG AIR LLC	Berg's Portion of fuel- November 2023	174.47-
01/16/2024	BERG AIR LLC	Berg's Portion of CC fees- October 2023	417.55-
01/16/2024	BERG AIR LLC	Berg's Portion of CC fees- November 2023	455.85-
01/10/2024	State of Oregon	FY23-24 annual ethics commission billing	1,323.95- V
01/08/2024	US Bank	CH-Cove Electric Inc - refund Invoice #5071	1,416.68- M
01/31/2024	CIS TRUST	January 2024 Insurance Report, Life & Salary Continuation	3,352.80- M
01/16/2024	2KG Contractors, Inc.	Retainage	27,384.25-
Grand Totals:			<u>1,383,598.06</u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/17/2023	ZOOM.US 888-799-9666	Zoom- Monthly Subscription	\$120.00
12/21/2023	AMZN MKTP US*996ZY2ZL3	Amazon- Coffee for break room 50%	\$26.48
12/4/2023	SUNBELT RENTALS #1782	Sunbelt Rentals-scissor lift for Council Chambers	\$583.25
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary November 2023	\$70.45
12/18/2023	CENTRAL OREGON HEATING	Central Oregon Heating & Cooling #135626290	\$112.00
12/7/2023	BLACK BEAR DINER MADRAS	Black Bear Diner of Madras LLC - Meal for late Meeting	\$184.44
12/12/2023	SAFEWAY #1960	Safeway Inc. Portland Division - Food For City Council Meeting	\$71.31
12/4/2023	IN *TREASURE VALLEY COFFE	Treasure Valley Coffee of Central Oregon- Coffee supplies	\$177.35
12/12/2023	AMZN MKTP US*WN4TG7C13	Amazon - Supplies for retreat	\$47.62
12/13/2023	AMZN MKTP US*AP1QP5IC3	Amazon - Supplies for retreat	\$79.57
12/13/2023	SAFEWAY #1960	Safeway - Supplies for Retreat	\$49.95
12/4/2023	CITY COUNTY INSURANCE SE	CIS - Conference Registration	\$225.00
12/7/2023	SQ *MIDTOWN COFFEE COMPAN	Midtown Coffee - Met with School Superintendent	\$8.75
12/7/2023	MO'S EGG HOUSE	Restaurant - met with COIC Executive Director	\$22.18
12/10/2023	LOC LEAGUE OF OREGON C	League of Oregon Cities- Conference Registration	\$339.99
12/15/2023	GREAT EARTH CAFE&MARKET	Restaurant - Lunch with Police Chief	\$42.18
12/15/2023	SQ *EAGLE BAKERY	Eagle Bakery - Met with a vendor	\$8.00
11/30/2023	ZOOM.US 888-799-9666	ZOOM - Pro account fee	\$15.99
12/2/2023	INN AT CROSS KEYS STATION	INN AT CROSS KEYS - Christmas Party facility rental	\$650.00
12/7/2023	SAFEWAY #1960	SAFEWAY INC. Portland Division - New Staff Lunch Drinks	\$32.17
12/7/2023	DOMINO'S 7228	DOMINOS - New Staff luncheon	\$153.81
12/13/2023	GREAT EARTH CAFE&MARKET	GREAT EARTH - HR Consultant luncheon	\$156.85
12/13/2023	SAFEWAY #1960	SAFEWAY INC. Portland Division - Council Food	\$33.27
12/14/2023	MAZATLANMEXICANRESTAURA	MAZATLAN - Council retreat food	\$230.00
12/14/2023	AMZN MKTP US*8U0732Q53	Amazon - sheet protectors, sponge for kitchen, calendar	\$88.71
12/21/2023	ULINE *SHIP SUPPLIES	Uline - paper plates for City Hall	\$57.00
11/27/2023	MISSION LINEN	Mission Linen -City Hall	\$26.81
12/13/2023	MISSION LINEN	Mission Linen -City Hall	\$26.81
11/28/2023	SURELINE BROADBAND	Blue Mountain Networks - December 2023	\$88.24
12/12/2023	VZWRLLS*MY VZ VB P	Verizon - Nov 2023	\$95.32
11/27/2023	IN *EVENTS BY DESIGN	Events by Design - Christmas party	\$1,889.48
11/30/2023	IN *EVENTS BY DESIGN	Events by Design - Christmas party	\$285.81
11/30/2023	SQ *KONRAD KREATIONS	Konrad Kreations - Christmas Party	\$241.00
12/12/2023	MAIL COPIES & MORE	Mail Copies and More - Name Plates	\$500.50
12/13/2023	PITNEY BOWES PI	Pitney Bowes - V#417 Postage mch rental Oct-Dec	\$55.10
12/7/2023	ALL AMERICAN EXTINGUISHER	All American Extinguisher - Annual maint. on all fire extinguishers	\$360.00
11/29/2023	IN *TREASURE VALLEY COFFE	Treasure Valley Coffee of Central Oregon - Refill coffee and first aid supplies	\$119.75
12/12/2023	PHILS ACE HARDWARE - MADR	Phil's Ace hardware - broom shovel for clean up	\$85.97
12/5/2023	BENDEL	BendTel - November 2023	\$250.12
12/19/2023	BENDEL	BendTel - December 2023	\$250.15
12/11/2023	CENTRAL OREGON HEATING	Central Oregon Heating & Cooling #135981701	\$887.00
12/18/2023	CENTRAL OREGON HEATING	Central Oregon Heating & Cooling #135626290	\$358.00
12/4/2023	CENTRAL ELECTRIC COO INC	Central Electric November 2023	\$34.32
12/8/2023	PHILS ACE HARDWARE - MADR	Phil's Ace hardware - Tools for Airport	\$556.82
12/22/2023	IN *AIRSIDE SOLUTIONS INC	Airside Solutions Inc - Part to repair runway light	\$60.56
12/17/2023	PHILS ACE HARDWARE - MADR	Phil's Ace hardware - Key Organizer	\$10.41
12/18/2023	AMZN MKTP US*FP1NH0R53	Amazon - work snow gear	\$174.36

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/19/2023	USPS PO 4051360741	US Post Office - Postage for airport mailing	\$26.40
12/20/2023	COMMUNITY NEWSPAPERS, INC	Pamplin Media Group - Newspaper for airport office	\$72.00
12/23/2023	AMZN MKTP US*FS7WL6K03	Amazon - Stools for pilot charging station	\$169.97
12/6/2023	OR AIRPORT MGMT ASSOC.	OAMA - membership for airport	\$155.00
12/12/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Tools to fix sink at the airport GAB	\$21.97
11/27/2023	AMZN MKTP US*LC9LE73D3	Amazon phone case	\$14.44
12/10/2023	AMZN MKTP US*JE9FL4CH3	Amazon - office supplies for airport	\$98.33
12/13/2023	MISSION LINEN	Mission Linen -Airport	\$33.28
12/20/2023	MISSION LINEN	Mission Linen -Airport	\$16.64
11/28/2023	SURELINE BROADBAND	Blue Mountain Networks - December 2023	\$202.99
12/12/2023	VZWRLSS*MY VZ VB P	Verizon - Nov 2023	\$48.51
12/12/2023	MAIL COPIES & MORE	Mail Copies and More - Copeland Name Plate	\$66.50
12/4/2023	COMMUNITY NEWSPAPERS - AD	Pamplin Media Group - Public Hearing CU-23-2 & SP 23-4 & SD 23-5	\$106.34
12/22/2023	SQ *GARDEN GATE FLOWERS	Garden Gate Flowers & Fine Gifts - Flowers for Fatima	\$60.00
12/20/2023	SAFEWAY #1960	Safeway Inc. Portland Division - employee safety incentive	\$100.00
12/20/2023	BLACK BEAR DINER MADRAS	Black Bear Diner of Madras LLC, Mtg with Fire Chief	\$43.36
12/5/2023	AMZN MKTP US*GP5V43JF3	Amazon - Keyboard	\$66.97
12/12/2023	AMAZON.COM*4G8CU5WC3	Amazon - Hand Sanitizer	\$12.79
12/12/2023	AMZN MKTP US*P95XC0TF3	Amazon - Calendar	\$9.49
12/15/2023	AMAZON.COM*YX2H09X43	Amazon - Kleenex	\$4.61
12/5/2023	AMERICAN PLANNING ASSOCI	APA - Annual Membership	\$386.00
12/6/2023	AMAZON.COM*Z826B9KJ3	Amazon - Office Supplies - Labels	\$30.59
12/7/2023	AMZN MKTP US*AS2EG3XY3	Amazon - Office Supplies-Keyboards and Mouse	\$179.98
12/8/2023	AMZN MKTP US*5S81Q4NC3	Amazon - Office Supplies Keyboard and Mouse case	\$39.99
12/14/2023	THRIFT BOOKS GLOBAL, LLC	Thrift books- Supplies	\$7.88
12/6/2023	SAFEWAY #1960	Safeway - Planning Commission Meeting 12/6/2023	\$33.99
12/11/2023	GOTRANSCRIP	Go Transcript - Development Team Meeting minutes 12/7/2023	\$82.58
12/13/2023	PITNEY BOWES PI	Pitney Bowes - V#417 Postage mch rental Oct-Dec	\$48.15
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary Service - November 2023	\$102.00
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary Service - November 2023	\$310.86
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary Service - November 2023	\$2,581.71
12/22/2023	GOLFBALLSCOM	GolfBalls.com-Desert Peaks Logo Balls	\$371.68
12/22/2023	CARL'S GOLFLAND INC	Carl's Golf Land-Gloves and Golf Balls	\$431.72
11/27/2023	AMAZON.COM*4Z5EV7N43	Amazon-snacks	\$22.68
11/29/2023	AMAZON.COM*O52Q38XL3	Amazon-Snacks	\$9.44
11/29/2023	AMAZON.COM*AI3QI6RC3	Amazon-Snacks	\$23.60
12/5/2023	AMAZON.COM*EM11R35R3	Amazon-snacks	\$11.82
12/8/2023	AMAZON.COM*RD3IV35D3	Amazon-Snacks	\$11.98
12/8/2023	AMAZON.COM*KM78P0463	Amazon-Snacks	\$34.70
12/16/2023	AMZN MKTP US*X80J21HT3	Amazon-Snacks	\$25.70
12/19/2023	AMAZON.COM*8I5AE8SA3	Amazon-Snacks	\$33.98
12/20/2023	AMZN MKTP US*UU4NS4I83	Amazon-Plastic Drink Cups	\$56.64
12/5/2023	AMZN MKTP US*NU12U7EG3	Amazon-Deli Supplies	\$17.80
12/5/2023	SAFEWAY #1960	Safeway-Deli	\$21.63
12/11/2023	SAFEWAY #1960	Safeway-Deli	\$21.92
12/20/2023	OREGON BEEF COMPANY	Amazon-Deli	\$75.80
12/20/2023	SAFEWAY #1960	Amazon-Deli	\$18.07

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/23/2023	SAFEWAY #1960	Safeway-Deli Supplies	\$4.98
11/27/2023	AMZN MKTP US*129AV6T03	Amazon-Printer ink	\$29.99
12/5/2023	AMAZON.COM*3G71H8JG3	Amazon-Cleaning Supplies	\$11.89
12/14/2023	AMZN MKTP US*LD8IL5M23	Amazon-Cleaning Supplies	\$31.67
12/14/2023	AMZN MKTP US*KE01X27S3	Amazon-Office Supplies	\$16.95
12/14/2023	AMAZON.COM*5N2MQ7GH3	Amazon-Office Supplies	\$16.52
12/19/2023	AMAZON.COM*MJ4QD5J13	Amazon-Cleaning Supplies	\$22.99
11/28/2023	TURF STAR INC	Turf Star-Repairs and Maintenance	\$1,953.85
11/30/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts-Filters	\$198.57
11/30/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - Dial Indicator	\$110.92
12/1/2023	EASY PICKER GOLF PRODUCTS	Easy Picker Golf Products-Course Equipment	\$1,080.00
12/1/2023	EASY PICKER GOLF PRODUCTS	Easy Picker Golf Products-Course Equipment	\$1,176.41
12/4/2023	AMZN MKTP US*9S5CU5AK3	Amazon-spanner wrench	\$44.99
12/19/2023	AMZN MKTP US*6O11X14H3	Amazon-First Aid Travel Kits	\$85.50
12/21/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - Fuel Filter	\$29.44
12/3/2023	SIMPLISAFE	Simplisafe - alarm monitoring	\$59.98
12/5/2023	IN *RANCH COUNTRY PORTABL	RANCH COUNTRY OUTHOUSES - golf outhouse	\$100.00
12/4/2023	WWP*TERMINIX	Terminix International - #238378	\$92.00
12/4/2023	WWP*TERMINIX	Terminix International - #238379	\$89.00
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary Service - November 2023	\$220.25
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary Service - November 2023	\$37.55
12/13/2023	MISSION LINEN	Mission Linen -DPGC	\$91.07
11/28/2023	SURELINE BROADBAND	Blue Mountain Networks - December 2023	\$401.99
12/12/2023	VZWRLSS*MY VZ VB P	Verizon - Nov 2023	\$47.66
12/12/2023	DTV*DIRECTV SERVICE	DTV*DIRECTV SERVICE -December 2023	\$134.98
12/23/2023	WWW.AMAZON* 112-875949	Amazon -printer	\$99.99
12/5/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - Oil filter	\$4.30
12/5/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - Oil filter	\$320.91
12/20/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - Filters	\$173.36
12/21/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - oil filters	\$32.58
12/23/2023	BI-MART 654	Bi Mart Corporation-speaker	\$24.99
12/21/2023	AMZN MKTP US*996ZY2ZL3	Amazon- thermal receipt paper	\$24.75
12/21/2023	AMZN MKTP US*996ZY2ZL3	Amazon- Coffee for break room 50%	\$26.49
12/18/2023	AMZN MKTP US*216C63QO3	Amazon-Office Supplies	\$79.30
12/18/2023	AMZN MKTP US*Z099R3CB3	Amazon-Office Supplies	\$4.39
12/20/2023	GROCERY OUTLET OF M	Grocery Outlet - employee safety incentive	\$100.00
12/20/2023	SAFEWAY #1960	Safeway Inc. Portland Division - employee safety incentive	\$200.00
12/20/2023	SINGER LEWAK LLP	Singerlewak - FY 22-23 City Audit	\$12,730.00
11/28/2023	SURELINE BROADBAND	Blue Mountain Networks - December 2023	\$88.25
12/25/2023	WPY*CASELLE	Caselle Inc. - Contract Support/ Maintenance - January 2024	\$1,509.00
12/8/2023	BLACK BEAR DINER MADRAS	Black Bear Diner - Employee appreciation	\$89.01
12/14/2023	SUNRIVER RESORT	Sunriver Resort Lodge - OGFOA Conference	\$423.43
12/22/2023	TIMEVALUE SOFTWARE	TimeValue Software - annual renewal	\$35.00
12/5/2023	AMAZON.COM*TJ8TM1MY1	Amazon - Office Supplies	\$24.49
12/13/2023	PITNEY BOWES PI	Pitney Bowes - V#417 Postage mch rental Oct-Dec	\$55.09
11/29/2023	N & S TRACTOR MADRAS	N&S TRACTOR - BED MAT	\$231.32
12/13/2023	PHILS ACE HARDWARE - MADR	Phil's Ace hardware - 32oz sprayer for soap water	\$7.99

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/15/2023	MADRAS TIRE FACTORY	Gills Point S - Tire for Billy goat	\$36.50
12/20/2023	TS&S FORD	TS&S Ford - Repair on truck 111	\$354.19
12/19/2023	MADRAS TIRE FACTORY	Gills Point S - Mount tires for truck 48 and tire disposal.	\$242.00
12/20/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - Air Filters/ Oil filters Latex Gloves	\$231.63
12/21/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - Air filters/ Oil filters/ Master Dicon Switch	\$171.47
12/19/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - BAT Charger for truck 99	\$159.99
12/22/2023	LES SCHWAB #0013	Les Schwab Equipment - Chains for Plow trucks 99/ 35/ 55	\$600.24
11/27/2023	OWEN EQUIPMENT COMPANY	Owen Equipment - Sweeper Brush	\$671.98
11/28/2023	S3 POWER SPORTS	S3 Power Sports - side by side springs	\$391.35
12/1/2023	VERIZON*CONNECT	Verizon - Fleet monitoring	\$47.85
12/14/2023	WOLFE TRUCK & EQUIPMENT	Wolfe Truck & Equipment - air fitting	\$16.78
11/28/2023	MADRAS TIRE FACTORY	Gills PointS - #48 Tires	\$2,108.68
11/27/2023	FRED-MEYER #0128	Fred Meyer-Straps to hold new streetsweeper brush in truck while transporting from Port	\$29.99
12/18/2023	NORCO-BEND INDUSTRIAL #32	Norco #38832755	\$50.10
11/29/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts - stop light	\$5.64
11/29/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts- Gauge & Dual Auto Pen	\$23.87
12/5/2023	BAXTER AUTO PARTS #52	Baxter Auto Parts- 4WD Actuator	\$96.14
12/6/2023	MADRAS TIRE FACTORY	Gills PointS- tires	\$1,060.36
12/11/2023	LS NETWORKS	LS Network - December 2023	\$82.02
12/11/2023	LS NETWORKS	LS Network - December 2023	\$14.91
12/11/2023	LS NETWORKS	LS Network - December 2023	\$104.39
12/11/2023	LS NETWORKS	LS Network - December 2023	\$126.76
12/5/2023	BENDETEL	BendTel - November 2023	\$770.25
12/5/2023	BENDETEL	BendTel - November 2023	\$169.08
12/5/2023	BENDETEL	BendTel - November 2023	\$770.25
12/5/2023	BENDETEL	BendTel - November 2023	\$169.08
12/19/2023	BENDETEL	BendTel - December 2023	\$768.63
12/19/2023	BENDETEL	BendTel - December 2023	\$168.72
12/19/2023	BENDETEL	BendTel - December 2023	\$768.63
12/19/2023	BENDETEL	BendTel - December 2023	\$168.72
12/15/2023	COMMERCIAL SUPPLY DISTRIB	Commercial Supply - beds, mattress for Warming Shelter	\$13,062.69
12/18/2023	AMZN MKTP US*ZD5WD0WZ3	Amazon - Bathroom floor cabinet FF&E	\$316.00
12/19/2023	THE WEBSTAURANT STORE INC	Webstaurant Store - Misc. kitchen supplies warming shelter	\$2,918.53
12/19/2023	AMZN MKTP US*5H0509FX3	Amazon - TV Wall mount, laundry basket, corner cabinet for Warming shelter	\$237.94
12/19/2023	AMZN MKTP US*YL6496NS3	Amazon - 70 inch electric fire place Warming shelter	\$417.99
12/19/2023	AMZN MKTP US*WQ2578PK3	Amazon - White boards warming shelter	\$426.74
12/20/2023	ULINE *SHIP SUPPLIES	Uline - miscellaneous furnishings for Warming shelter	\$7,230.42
12/20/2023	AMZN MKTP US*B005R9CQ3	Amazon - 2 x 3 white boards Warming shelter	\$155.59
12/18/2023	THE HOME DEPOT #4032	Home Depot - Storage totes warming shelter	\$351.46
12/20/2023	SAUDER MANUFACTURING CO	Butler Human Service - bar stools, Chair, Love seat for warming shelter	\$9,696.94
12/22/2023	AMAZON.COM*DI9U34T53	Amazon - 4 wood end tables Warming Shelter	\$303.80
12/5/2023	IN *RANCH COUNTRY PORTABL	RANCH COUNTRY OUTHOUSES - Bean outhouse	\$100.00
12/5/2023	IN *RANCH COUNTRY PORTABL	RANCH COUNTRY OUTHOUSES - Sahalee outhouse	\$250.00
12/5/2023	IN *RANCH COUNTRY PORTABL	RANCH COUNTRY OUTHOUSES - Trails outhouse	\$155.00
12/4/2023	CENTRAL ELECTRIC COO INC	Central Electric November 2023	\$68.59
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary Service - November 2023	\$661.56
12/4/2023	SHIELDING INTERNATIONAL	Oregon Embroidery - #13755	\$96.00

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/28/2023	BIGFOOT CHRISTMAS TREES	Bigfoot Christmas Tree - Christmas Tree	\$399.00
11/28/2023	ARCO#83175PREET SUPERIOR	ARCO - Fuel Christmas tree pick up	\$100.00
12/4/2023	MADRAS MARINE	Madras Marine inc- Weed Wacker filters	\$30.14
12/4/2023	MADRAS MARINE	Madras Marine inc- Edger Blades	\$144.47
12/4/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Safety Gas Cans	\$109.98
12/12/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Spray paint, Bolt eye w/nuts, graffiti remover etc.	\$415.86
12/19/2023	AMZN MKTP US*002CK4VF3	Amazon - Battery irrigation control (rain bird 2 zone)	\$678.70
12/19/2023	AMZN MKTP US*L28DQ5DJ3	Amazon - Battery irrigation control (rain bird 1 zone).	\$293.85
12/21/2023	HD FOWLER REDMOND	H.D. Fowler Company - 2' Valves, solenoid and sb T 1/2.	\$1,875.06
12/12/2023	VZWLSS*MY VZ VB P	Verizon - Nov 2023	\$47.66
12/8/2023	CHEVRON 0210224	Chevron - Car Wash #2002	\$7.99
12/14/2023	VIOC 090158	Valvoline - Oil Change #2002	\$139.96
12/9/2023	AUTOZONE 5961	Autozone - Floor Mats	\$39.99
11/27/2023	STORAGE 2U LLC	Storage 2 U- December 2023 Storage Container for Evidence Room	\$165.00
11/28/2023	PY *MADRAS MINI STORAGE	Madras Mini Storage-December 2023 PD Storage	\$74.00
12/24/2023	STORAGE 2U LLC	STORAGE 2U-Evidence Container at MPD	\$165.00
12/15/2023	VZWLSS*APOCC VISB	Verizon - Dec 2023	\$1,423.68
11/30/2023	GREAT EARTH CAFE&MARKET	RESTAURANT - LUNCH/ DINNER MAJOR CRIMES UNIT	\$418.31
12/2/2023	SPEAKWRITE LLC	Speakwrite - Major Crimes Transcription	\$338.29
11/29/2023	AMAZON PRIME*MO3DH5NE3	Amazon - Subscription canceled 12/27/23	\$14.99
11/29/2023	IN *TREASURE VALLEY COFFE	Treasure Valley Coffee of Central Oregon - coffee and supplies	\$79.45
12/13/2023	IN *TREASURE VALLEY COFFE	Treasure Valley Coffee of Central Oregon - coffee and supplies	\$10.45
12/7/2023	PHILS ACE HARDWARE - MADR	Phil's Ace hardware - 3M AHESIVE TO HANG WHITE BOARDS	\$85.94
11/28/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Shelving	\$219.99
11/28/2023	RESCNTR*HAMPTON INN BY	Hampton - Lodging for training	\$591.70
11/27/2023	IAPE	IAPE - Evidence Management Class	\$395.00
11/28/2023	HOTELBOOKINGSERVFEE	Hampton - Service Fee	\$15.99
11/30/2023	ALOHA CAFE	Restaurant - lunch during training	\$33.93
12/12/2023	MAIL COPIES & MORE	Mail Copies and More - Evidence Shipping	\$16.51
12/20/2023	MAIL COPIES & MORE	Mail Copies and More - Evidence Shipping	\$17.65
12/5/2023	LES SCHWAB #0013	Les Schwab Equipment - Winter Tire Swap #52	\$99.96
12/19/2023	PY *MADRAS MINI STORAGE	MADRAS MINI STORAGE-Evidence Locker	\$888.00
12/21/2023	AMZN MKTP US*RY2TY51A3	Amazon - Office Supplies	\$78.28
12/23/2023	AMZN MKTP US*RR04X9NP3	AMAZON-Office Supplies	\$40.82
12/4/2023	COMMUNITY NEWSPAPERS - AD	Pamplin Media Group - Budget Meeting Ordinance #981	\$41.67
12/18/2023	COMMUNITY NEWSPAPERS - AD	Pamplin Media-Public Notices	\$126.67
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary November 2023	\$70.45
12/18/2023	CENTRAL OREGON HEATING	Central Oregon Heating & Cooling #135626290	\$112.00
12/4/2023	TDS	TDS Broadband - 12/1/2023-12/31/2023	\$10.26
12/4/2023	TDS	TDS Broadband - 11/25/2023-12/24/2023	\$101.50
12/15/2023	TDS	TDS broadband LLC - 12/1/2023-12/31/2023	\$195.00
12/13/2023	OREGON ASSOCIATION CHIEF	Oregon Association of Chief/Poli - refund for 8 unused tests	(\$111.00)
12/18/2023	COMMUNITY NEWSPAPERS - AD	Pamplin Media-Printing jobs	\$1,244.56
12/20/2023	OREGON BEEF COMPANY	Oregon Beef Company- employee safety incentive	\$500.00
12/20/2023	ERICKSONS THRIFTWAY	Ericksons Thriftway- employee safety incentive	\$90.00
12/20/2023	GROCERY OUTLET OF M	Grocery Outlet - employee safety incentive	\$100.00
12/20/2023	SAFEWAY #1960	Safeway Inc. Portland Division - employee safety incentive	\$200.00

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/11/2023	BI-MART 654	Bi Mart Corporation - Storage Tote #1301	\$39.99
12/22/2023	MARKS AUTO REPAIR	Mark's Auto Repair - 2013 Ford Interceptor Motor Mount	\$271.00
12/14/2023	CHEVRON 0210224	Chevron - Car Wash	\$12.99
12/14/2023	CHEVRON 0210224	Chevron - Car Wash	\$12.99
12/14/2023	CC-88 MADRAS TOWNE PUMP	Towne Pump - fuel	\$50.01
12/21/2023	SQ *Q2 TINT & DETAIL COMP	Q2 Tint Company - Vinyl Removal and paint correction	\$800.00
12/13/2023	PY *MOUNTAIN VIEW RV & MI	Mountain View RV - December Rent	\$130.00
12/21/2023	PIZZA HUT 002916	Pizza Hut - Lunch Meeting with Staff	\$32.98
12/2/2023	BI-MART 654	Bi Mart Corporation- candy for Holiday Parade	\$47.44
12/22/2023	AMZN MKTP US*058B1KH3	Amazon - Office Supplies	\$44.04
12/22/2023	AMZN MKTP US*6M3QX0563	Amazon - Office Supplies	\$13.99
11/27/2023	MISSION LINEN	Mission Linen -PD	\$26.81
12/13/2023	MISSION LINEN	Mission Linen -PD	\$26.81
11/28/2023	SURELINE BROADBAND	Blue Mountain Networks - December 2023	\$176.50
12/4/2023	A E NELSON LEATHER COMPAN	AE Nelson - Leather Equipment	\$167.52
12/13/2023	PITNEY BOWES PI	Pitney Bowes - V#417 Postage mch rental Oct-Dec	\$5.54
12/13/2023	IN *POLICE AND SHERIFFS P	Police and Sheriffs Press - Enriquez ID Card	\$17.60
12/4/2023	IN *GUARDIAN ALLIANCE TEC	Guardian Alliance - PD Recruiting Expense	\$50.00
12/12/2023	IN *GUARDIAN ALLIANCE TEC	Guardian Alliance - Software License	\$50.00
11/29/2023	NMS LABS	NMS Labs -MPD Case#200951	\$308.00
12/12/2023	DATA MGMT-TIMECLOCKPLUS	Timeclock Plus - Schedule Anywhere License PD	\$1,297.44
12/4/2023	911 SUPPLY INC	911 Supply- Uniforms	\$277.57
12/14/2023	TLO TRANSUNION	Transunion - TruLookup	\$100.00
12/20/2023	THE ID ZONE	Identity Zone- Uniforms	\$600.84
12/12/2023	PHILS ACE HARDWARE - MADR	Phil's Ace hardware - hooks for ladders	\$90.97
12/18/2023	TOLLGATE INN RESTAURANT	Restaurant - Portland Aquatech trip lunch	\$48.30
12/18/2023	AMZN MKTP US*MB70W4NS3	Amazon - Binders	\$176.16
12/20/2023	AMZN MKTP US*FO6FS2XY3	Amazon-First Aid supplies	\$36.55
12/21/2023	AMZN MKTP US*9Q5SM0YG3	Amazon-First Aid supplies	\$7.49
12/24/2023	AMZN MKTP US*QL61K5NQ3	Amazon-First Aid supplies	\$27.19
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary Service - November 2023	\$209.60
12/5/2023	BENDETEL	BendTel - November 2023	\$423.89
12/19/2023	BENDETEL	BendTel - December 2023	\$424.74
12/4/2023	COMMUNITY NEWSPAPERS - AD	Pamplin Media Group - Employment ad fleet specialist	\$78.00
12/20/2023	OREGON BEEF COMPANY	Oregon Beef Company- employee safety incentive	\$700.00
12/20/2023	GROCERY OUTLET OF M	Grocery Outlet - employee safety incentive	\$100.00
12/20/2023	SQ *DESERT PEAKS GOLF COU	Desert Peaks Golf Enterprises - employee safety incentive	\$200.00
12/20/2023	SAFEWAY #1960	Safeway Inc. Portland Division - employee safety incentive	\$100.00
12/4/2023	SHIELDING INTERNATIONAL	Oregon Embroidery - #13757	\$583.50
12/15/2023	BLACK BEAR DINER MADRAS	Black Bear Diner of Madras LLC - Annual Snow Plow Training	\$353.29
12/8/2023	MADRAS PAINT & GLASS INC	Madras Paint & Glass - Paint for graffiti art building	\$261.90
12/19/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Parts and tools for building maintenance	\$110.95
12/19/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Bits and parts for ladder hangers at public works	\$69.13
12/6/2023	ERICKSONS THRIFTWAY	Ericksons - Snacks for Bloodborne Pathogen and workplace violence training.	\$20.51
12/20/2023	ERICKSONS THRIFTWAY	Thriftway - Controlled Substance abuse training PW	\$20.73
11/28/2023	ERICKSONS THRIFTWAY	Ericksons Thriftway - Sugar for coffee and public works office	\$14.47
11/29/2023	AMZN MKTP US*NQ8CU4N53	Amazon - Coffee for public works office	\$7.99
12/2/2023	AMZN MKTP US*TJ8TD14P2	Amazon - Coffee for public works office	\$17.99
12/7/2023	AMZN MKTP US*R60KY8A33	Amazon - Coffee for public works office	\$42.64
12/10/2023	AMZN MKTP US*FJ9QY6683	Amazon - Coffee for public works office	\$14.00
12/18/2023	AMZN MKTP US*RQ1B36PO3	Amazon - Coffee for public works office	\$17.84
12/19/2023	AMZN MKTP US*0H8QH2XM3	Amazon - Coffee for public works office	\$118.20

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/15/2023	AMZN MKTP US*DB7YP9SP3	Amazon - 2024 calendars Public Works	\$62.50
12/19/2023	AMZN MKTP US*DY2PS6LG3	Amazon - First aid supplies PW	\$13.59
12/22/2023	AMZN MKTP US*0C2IO32M3	Amazon - First Aid Supplies	\$52.49
12/23/2023	AMZN MKTP US*0Q1462V03	Amazon - First aid supplies	\$814.79
12/23/2023	AMZN MKTP US*WM3T28EF3	Amazon - first aid supplies	\$246.62
12/23/2023	AMZN MKTP US*ZD0V06N53	Amazon - First Aid supplies	\$12.98
12/19/2023	HIVIS & SUMMIT SAFETY	HiViz - Safety sweatshirt PW	\$69.48
11/27/2023	MISSION LINEN	Mission Linen - PW	\$33.66
11/28/2023	SURELINE BROADBAND	Blue Mountain Networks - December 2023	\$202.99
12/12/2023	VZWRLLSS*MY VZ VB P	Verizon - Nov 2023	\$566.68
12/13/2023	PITNEY BOWES PI	Pitney Bowes - V#417 Postage mch rental Oct-Dec	\$16.12
12/18/2023	THE HOME DEPOT 4032	Home Depot - Redmond - concrete boards for barricade	\$541.48
12/21/2023	PHILS ACE HARDWARE - MADR	Phil's Ace hardware - nuts and bolts for barricade	\$24.40
12/14/2023	COMMUNITY NEWSPAPERS - AD	Pamplin Media Group - Ordinance #981	\$41.66
11/28/2023	SQ *COVE ELECTRIC, INC.	Cove Electric Inc - refund Invoice #5071	(\$1,416.68)
12/11/2023	SQ *COVE ELECTRIC, INC.	Cove Electric Inc - #5122	\$3,724.92
12/4/2023	CENTRAL ELECTRIC COO INC	Central Electric November 2023	\$259.59
12/4/2023	SHIELDING INTERNATIONAL	Oregon Embroidery - #13756	\$440.50
12/13/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Tools for streets and signs	\$70.96
12/18/2023	MAP SERVICE CENTER	PO #11341 LOMR Filing Fee FEMA.gov	\$8,000.00
12/7/2023	BI-MART 654	Bi-mart - Gift Box - City Administrator Gift to Japan	\$9.26
12/5/2023	IN *RANCH COUNTRY PORTABL	RANCH COUNTRY OUTHOUSES - North plant outhouse	\$100.00
11/28/2023	N & S TRACTOR MADRAS	N&S Tractor - 3 inch coupler	\$1.56
12/21/2023	BAXTER AUTO PARTS #52	Baxter auto parts - hydraulic oil for aquatech	\$173.98
12/24/2023	AMZN MKTP US*9M3IB09A3	Amazon - new hardhat	\$133.61
12/16/2023	USABLUEBOOK	USA BLUE BOOK - Deionized water , connection nuts for polimer pump	\$60.07
12/1/2023	ERICKSONS THRIFTWAY	Ericksons Thriftway - Bleach , Creamer	\$29.27
11/28/2023	N & S TRACTOR MADRAS	N&S Tractor - 3" male cam for air diffuser	\$17.12
11/28/2023	THOMPSON PUMP AND IRRIGAT	Thompson Pump & Irrigation Inc.- Flange gaskets for SBR 1 air line	\$53.94
12/1/2023	PHILS ACE HARDWARE - MADR	Phil's ACE Hardware - Power drill	\$169.99
11/30/2023	THOMPSON PUMP AND IRRIGAT	Thompson Pump & Irrigation Inc.- Camlock gaskets for air diffusers	\$10.00
12/5/2023	PLATT ELECTRIC 115	Platt Electric Supply- AMF CG grip for transducer	\$8.33
12/5/2023	PHILS ACE HARDWARE - MADR	Phil's ACE Hardware - Bushing and Bushing hex for Transducer	\$19.98
12/13/2023	AMZN MKTP US*KN4ZS1B33	Amazon - 50 mm Hole saw cutter . (2 count)	\$26.97
12/4/2023	REALVNC LIMITED	RealVNC-annual dues	\$44.34
11/30/2023	AMAZON.COM*M26E74173	amazon-coffee for SWWTP	\$24.61
12/14/2023	SQ *CRUZIN CAR WASH	Cruz-In car wash - Car Wash of #86 for council retreat @ airport	\$15.00
12/21/2023	AMZN MKTP US*G99K021T3	Amazon-Hard hat	\$90.08
12/24/2023	AMZN MKTP US*8E2DB2VJ3	Amazon-safety vest	\$18.98
11/27/2023	TOLLGATE INN RESTAURANT	Tollgate Inn-Lunch after delivering Aquatech to Portland	\$41.00
12/10/2023	AMZN MKTP US*K23SJ95Z3	Amazon- Safety glass cleaner wipes	\$19.99
12/21/2023	AMAZON.COM*QH8UP6EM3	Amazon- hardhat chin strap	\$6.90
12/21/2023	AMZN MKTP US*WP9JA2HE3	Amazon-hard hat	\$159.74
12/8/2023	TRASHBILLING.COM CC	Madras Sanitary Service - November 2023	\$215.94
12/5/2023	BENDEL	BendTel - November 2023	\$160.16
12/19/2023	BENDEL	BendTel - December 2023	\$160.50
12/4/2023	CENTRAL ELECTRIC COO INC	Central Electric November 2023	\$2,107.60
12/11/2023	SQ *COVE ELECTRIC, INC.	Cove Electric Inc - #5114	\$534.59
12/4/2023	SHIELDING INTERNATIONAL	Oregon Embroidery - #13758	\$1,046.00
12/2/2023	IN *H.A. MCCOY ENGINEERIN	H.A. McCoy Engineering & Surveying LLC- Fairgrounds Rd-Hall Rd- Sewer extension	\$693.80
12/15/2023	IN *H.A. MCCOY ENGINEERIN	H.A. McCoy Engineering & Surveying LLC - fairgrounds Rd to Hall Rd Sewer extension	\$3,140.00
11/27/2023	PROCESS PIPING	Process Piping Specialties - check valve for blowers	\$410.17
11/27/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - bolts	\$31.20
11/27/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - drill bit	\$14.99
12/8/2023	NAPA AUTO 0023005	Napa Auto - belts for blowers, oil for pumps	\$804.36
12/12/2023	NAPA AUTO 0023005	Napa Auto - electrical connectors for wiring	\$57.04
12/14/2023	CARTER PUMP LLC	Carter Pump - sludge pump gaskets, valve seat	\$296.54
12/22/2023	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - galvanized coupler	\$6.99
11/29/2023	CONS SUPPLY BEND	Consolidated Supply- Repair parts	\$1,624.04

US Bank Purchase Cards

December 2023

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/30/2023	INSTRUMART	Instrumart - Digestor 2 Level Transducer	\$474.50
12/12/2023	AMAZON.COM*5W4NT8CU3	Amazon- Keyboard for SCADA Computer	\$21.99
12/12/2023	WAVECEL LLC	WaveCel- Hard Hat	\$160.93
12/14/2023	INSTRUMART	Instrumart - Digestor 2 Level Transducer	\$474.50
12/20/2023	AMZN MKTP US*9R8DQ28L3	Amazon- USB to HDMI Adapter	\$15.98
11/27/2023	MISSION LINEN	Mission Linen -WW	\$15.80
11/28/2023	SURELINE BROADBAND	Blue Mountain Networks - December 2023	\$202.99
12/12/2023	VZWRLSS*MY VZ VB P	Verizon - Nov 2023	\$309.23
12/11/2023	PHILS ACE HARDWARE - MADR	Ace Hardware - supplies for monthly water samples	\$25.91
12/4/2023	PHILS ACE HARDWARE - MADR	Ace-Tools for meters	\$104.97
12/1/2023	PHILS ACE HARDWARE - MADR	Ace-propane to loosen meter	\$13.98
12/4/2023	PHILS ACE HARDWARE - MADR	Ace-Butane to defog meters	\$20.97
12/18/2023	PHILS ACE HARDWARE - MADR	Ace- Fasteners for water meters	\$37.99
11/29/2023	OR HEALTH AUTHORITY	Oregon Health Authority - Cross Connection and Backflow Tester	\$305.00
11/29/2023	CONS SUPPLY BEND	Consolidated Supply - Meter Lid Boxes	\$367.46
CITY TOTAL			\$135,310.94

CITY OF MADRAS
Request for Council Action

Meeting Date: February 27, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **CITY OF MADRAS COMPREHENSIVE PLAN AND DEVELOPMENT CODE
TEXT AMENDMENT TO IMPLEMENT THE MAXIMUM RESIDENTIAL
DENSITY STANDARD**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council to approve the proposed Comprehensive Plan and Development Code text amendments to implement the maximum residential density standard and direct staff to prepare the necessary adopting ordinance for Council consideration.

OVERVIEW:

In 2022, the City of Madras amended the City's Comprehensive Plan and Development Code to establish Middle Housing uses and related development standards (File No. TA-22-1). As part of that project, the City amended the Comprehensive Plan to establish a minimum and maximum density for the City's three residential zoning districts (R-1, R-2, & R-3). The same project established a minimum density standard in the City's Development Code but it did not establish a maximum residential density standard. It is for this reason City staff is proposing amending the City's Comprehensive Plan and Development Code. The proposed changes to the Comprehensive Plan and Development Code were presented to the Planning Commission at their February 7, 2024, meeting at which time they took formal action to make a recommendation to the City Council to approve the proposed changes as presented.

STAFF ANALYSIS:

The City's Development Code (Table 18.15.040-3) currently has standards for Minimum density (dwelling units per gross acre). The same Table does not have a maximum density standard for residential development. The need to establish a maximum density standard comes from staff applying the Development Code to new development proposals, zone changes, and master plans where staff is seeing challenges determining the range of impact to transportation systems and determining if planned or proposed development is consistent with the density of the associated residential zoning district. Additionally, staff is seeing the need to clarify that areas with slopes greater than 25% or that are in a flood hazard area are not to be included in the residential density calculation.

STAFF RECOMMENDATION:

That the City Council approve the proposed Comprehensive Plan and Development Code text

amendments to implement the maximum residential density standard and direct staff to prepare the necessary adopting ordinance for Council consideration.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Exhibit A: Development Code amendments
Exhibit B: Comprehensive Plan amendments.

STRATEGIC GOAL:

N/A

CITY OF MADRAS
Request for Council Action

Date Submitted: February 27, 2024
Agenda Date Requested: February 27, 2024
To: Mayor and City Council Members
Through: Will Ibershof, City Administrator
From: Nicholas Snead, Community Development Director
File: TA-23-1
Subject: **City of Madras Comprehensive Plan and Development Code Text Amendment to implement the maximum residential density standard.**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|---|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report & Discussion Only | | |

MOTION FOR PLANNING COMMISSION ACTION:

I move that the City Council to approve the proposed Comprehensive Plan and Development Code text amendments to implement the maximum residential density standard and direct staff to prepare the necessary adopting ordinance for Council consideration.

OVERVIEW:

In 2022, the City of Madras amended the City's Comprehensive Plan and Development Code to establish Middle Housing uses and related development standards (File No. TA-22-1). As part of that project, the City amended the Comprehensive Plan to establish a minimum and maximum density for the City's three residential zoning districts (R-1, R-2, & R-3). The same project established a minimum density standard in the City's Development Code but it did not establish a maximum residential density standard. It is for this reason City staff is proposing amending the City's Comprehensive Plan and Development Code. The proposed changes to the Comprehensive

Plan and Development Code were presented to the Planning Commission at their February 7, 2024, meeting at which time they took formal action to make a recommendation to the City Council to approve the proposed changes as presented.

DISCUSSION:

The City's Development Code ([Table 18.15.040-3](#)) currently has standards for Minimum density (dwelling units per gross acre). The same Table does not have a maximum density standard for residential development. The need to establish a maximum density standard comes from staff applying the Development Code to new development proposals, zone changes, and master plans where staff is seeing challenges determining the range of impact to transportation systems and determining if planned or proposed development is consistent with the density of the associated residential zoning district. Additionally, staff is seeing the need to clarify that areas with slopes greater than 25% or that are in a flood hazard area are not to be included in the residential density calculation.

DOCUMENTATION:

- Exhibit A: Development Code amendments
- Exhibit B: Comprehensive Plan amendments.

STAFF RECOMMENDATION:

That the City Council approve the proposed Comprehensive Plan and Development Code text amendments to implement the maximum residential density standard and direct staff to prepare the necessary adopting ordinance for Council consideration.

MOTION FOR CITY COUNCIL ACTION:

I move that the City Council to approve the proposed Comprehensive Plan and Development Code text amendments to implement the maximum residential density standard and direct staff to prepare the necessary adopting ordinance for Council consideration.

EXHIBIT A
AMENDMENTS TO DEVELOPMENT CODE

Added language in double underline
Deleted language ~~in strikethrough~~

18.05.030 Definitions.

...

Maximum Density. Maximum housing densities are calculated based on gross acreage (i.e., including areas to be dedicated for rights-of-way, utility easements, etc., but excluding areas dedicated for public parks, portions of the site with slopes in excess of 25%, and portions of the site within the flood hazard area) of the subject property with fractional units rounded down to the next whole unit.

...

Minimum Density. Minimum housing densities are calculated based on gross acreage (i.e., including areas to be dedicated for rights-of-way, utility easements, etc., but excluding areas dedicated for public parks, but excluding areas dedicated for public parks, portions of the site with slopes in excess of 25%, and portions of the site within the flood hazard area) of the subject property with fractional units rounded up to the next whole unit.

....

Table 18.15.040-3. Development Standards in the R-1, R-2, and R-3 Zones

Standard	Residential Zones			Limitations and Qualifications
	R-1	R-2	R-3	
A. Lot Size Requirements				
1. Minimum lot size (square feet)	7,500	7,500	6,000	Minimum lot size in this table applies to all new lots of record except for lots created as part of townhome or cottage cluster developments. For permitted housing types on this lot size see MDC Table 18.15.040-2 above.
				See MDC <u>18.50.030</u> and <u>MDC 18.60.100</u> .
2. Maximum lot coverage (percent of total lot area)	50%	50%	50%	See definition of lot coverage in MDC <u>18.05.030</u> , Definitions, for explanation of what portions of a building on a lot are included.
3. Minimum density see definition in MDC 18.05.030	4	7	6	A land division with the residential zones may create a remainder development lot in excess of one-half (1/2) acre only if approved as part of a phased subdivision.

4. Maximum density see definition in MDC 18.05.030	7.3	21.7	21.7
--	-----	------	------

...

Table 18.15.070-3. Development Standards in the C-1, C-2, and C-3 Zones

Standard	Commercial Zones			Limitations and Qualifications
	C-1	C-2	C-3	
B. Development Standards				
4. Minimum density (dwelling units per gross acre see definition in MDC 18.05.030)	N/A	12	12	Only applies to standalone residential uses. <u>There is no maximum density.</u>

...

18.30.191 Townhouse design and development standards.

...

(4) Development Standards.

...

(f) Density, ~~Minimum.~~ ~~(i) In the R-1 and R-3 zones: six dwelling units per acre.~~ The minimum and maximum density in the applicable zone.

~~(ii) In the R-2, C-2, and C-3 zones: 12 dwelling units per acre.~~

...

18.30.192 Cottage cluster design and development standards.

...

(4) Development Standards.

...

(c) Density, Maximum. ~~N/A~~ The maximum density in the applicable zone.

...

(d) Density, Minimum. ~~(i) In the R-1 and R-2 zones: four dwelling units per acre~~The minimum density in the applicable zone.

~~(ii) In the R-3 zones: seven dwelling units per acre.~~

~~(iii) In the C-2 and C-3 zones: twelve (12) dwelling units per acre.~~

...

18.60.100 Lot standards.

The size, width, and orientation of lots/parcels shall be appropriate for the location of the land division and for the type of development and use contemplated, and shall be consistent with the lot size provisions of the governing zoning district, subject to the following:

...

~~(1) Lot Sizes. Portions of a lot with slopes in excess of twenty percent (20%) will not be counted for purposes of meeting minimum lot sizes.~~

(1) Steep Slopes. More than fifty percent (50%) of a lot or parcel must be comprised of slopes of less than twenty five percent (25%).

Comparison Details	
Title	compareDocs Comparison Results
Date & Time	12/19/2023 10:16:47 AM
Comparison Time	0.32 seconds
compareDocs version	v4.3.300.62

Sources	
Original Document	[#01653292.DOCX] [v1] Density Clean Up Amendments.DOCX
Modified Document	[#01653292.DOCX] [v2] Density Clean Up Amendments.DOCX

Comparison Statistics	
Insertions	9
Deletions	5
Changes	7
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	21

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False

{10340316-01655916;1}

Flatten Field Codes	Word	True
---------------------	------	------

{10340316-01655916;1}

EXHIBIT B
AMENDMENTS TO COMPREHENSIVE PLAN

Added language in double underline

Deleted language ~~in-strikethrough~~

1. R-1 "Moderate Density Residential"

The Moderate Density Residential (R-1) zone is intended to provide opportunities for a variety of residential housing types at the most common residential densities in places where sewer and water services are available. The R-1 zone is intended to provide for residential uses, with a mix of single-unit detached dwellings and other housing types at a scale compatible with single-unit dwellings. It also provides opportunities for supporting public and institutional uses on a case-by-case basis. The intended residential density of the R-1 Zone is 4 – 7.3 dwelling units per gross acre as calculated and further refined in the Development Code.

2. R-2 "Higher Density Residential"

The Higher Density Residential (R-2) zone is intended to provide for a mix of housing types, with an emphasis on multi-unit residential and medium-scale attached housing types, and opportunities for limited neighborhood commercial uses. It also provides opportunities for supporting public and institutional uses on a case-by-case basis. It is suitable in areas where sewer and water service are available. It is most appropriate for areas in proximity to commercial areas and along or near major transportation and transit corridors. The intended residential density of the R-2 Zone is 4 – 21.7 dwelling units per gross acre as calculated and further refined in the Development Code.

3. R-3 "Planned Residential Development"

Planned Residential Development land use areas, as designated on the Comprehensive Plan Map, are intended to recognize and enhance areas of scenic quality and view amenities by allowing for flexibility in project design while providing for essential development standards. Within these areas development, which is sensitive to the natural topography of the site, minimizes alterations to the land, and maintains, enhances significant natural resources and is compatible with the surrounding development is encouraged. The intended residential density of the R-3 Zone is 7 – 21.7 dwelling units per gross acre as calculated and further refined in the Development Code.

Comparison Details	
Title	compareDocs Comparison Results
Date & Time	12/19/2023 1:48:46 PM
Comparison Time	0.27 seconds
compareDocs version	v4.3.300.62

Sources	
Original Document	[#01653331.DOCX] [v1] EXHIBIT A (comp plan amendments for density fixes).DOCX
Modified Document	[#01653331.DOCX] [v2] EXHIBIT A (comp plan amendments for density fixes).DOCX

Comparison Statistics	
Insertions	0
Deletions	0
Changes	3
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	3

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False

{10340316-01655919;2}

Flatten Field Codes	Word	True
---------------------	------	------

CITY OF MADRAS
Request for Council Action

Meeting Date: February 27, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **SHELTER SERVICES CENTER**
Operating Agreement and Lease Agreement

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves the Operating Agreement and Lease Agreement between Jefferson County Faith Based Network and the City of Madras.

OVERVIEW:

The attached Operating Agreement and Lease Agreement between the City and Jefferson County Faith Based network are structured in order to allow Jefferson County Faith Based Network to operate a Shelter Services Center in the City's new facility. Upon 10 years of successful operation, the Shelter Services Center will transfer to Jefferson County Faith Based network. COIC requires the building to operate per the grant for a period of 10 years. Community Development Block Grant requires the building to operate per the grant for a period of 5 years. If we fail to meet those requirements, the City can be required to pay back grant funding on a prorated rate.

STAFF ANALYSIS:

Due to the nature of the grant requirements to operate a shelter for 10 years (COIC being the more restrictive grant), the City needs to retain ownership of the property. If JCFBN is unable to continue operations, then the City can step in and continue operating the shelter either by bringing in another entity to run it or figure out how to do it themselves. Either way, in order to protect the City's financial interest, the staff has proposed the agreement as a lease instead of deeding the property over to JCFBN. The lease rate is \$1.00 a year and the City is responsible for taking care of the major components of the building such as the overall structure and certain mechanical, plumbing, and electrical components. JCFBN is responsible for taking care of interior components such as walls, painting, appliances, and furnishings. JCFBN is also responsible for maintaining their parking lot, walkways, landscaping and adjacent walks and planter strip.

The operating agreement is meant to outline the way in which JCFBN will operate the shelter to include that they satisfy the grant requirements for reporting, carrying insurance, and enter into a lease with the City.

JCFBN approved the agreements on February 20, 2024.

FISCAL INFORMATION:

Annual maintenance to the City is expected to be minimal since it's a new building. Public works will have costs associated with the fire system monitoring (\$35 a month), annual fire alarm testing, and HVAC servicing, and fire insurance (\$6,500)

SUPPORTING DOCUMENTATION:

- Operating Agreement between the City of Madras and Jefferson County Faith Based Network
- Lease Agreement between the City of Madras and Jefferson County Faith Based Network

STRATEGIC GOAL:

SHELTER SERVICES CENTER OPERATING AGREEMENT

This Shelter Services Center Operating Agreement (this “Agreement”) is dated February 28, 2024, but made effective for all purposes as of January 10, 2024 (the “Effective Date”), and is entered into between City of Madras (“City”), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and Jefferson County Faith Based Network (“FBN”), an Oregon nonprofit corporation, whose address is 164 SE 8th Street, Madras, Oregon 97741 and mailing address is PO Box 416, Madras, Oregon 97741.

RECITALS:

A. City is the owner of certain real property (and all improvements located thereon) consisting of approximately 28,749.60 square feet commonly known as 61 NW Oak Street, Madras, Oregon 97741, which real property is legally described on the attached Exhibit A (the “Real Property”). City improved the Real Property with the construction of a certain shelter services center building consisting of approximately 3,761 square feet (the “Shelter Services Center”). For purposes of this Agreement, the term “Property” means the Real Property and Shelter Services Center (individually and collectively).

B. City received grant funds for the acquisition, development, and construction of the Shelter Services Center subject to and in accordance with the following:

1. Community Development Block Grant Program Grant Contract dated February 10, 2022 (Contract No. IA2101) between City and State of Oregon (“State”), acting through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department, as amended by that certain Amendment No. 1 dated on or about September 13, 2022 (collectively, the “CDBG Agreement”). Grant funds obtained by City under the CDBG Agreement are 2021-2022 State of Oregon Community Development Block Grant program funds. The CDBG Agreement is attached as Exhibit B.

2. Coronavirus State Fiscal Recovery Fund Grant Agreement (Contract No. 8217) dated June 23, 2022 between City and State, acting through the Oregon Department of Administrative Services (the “DAS Agreement”). The DAS Agreement is attached as Exhibit C.

3. Grant Agreement – State of Emergency Due to Homelessness (Contract No. OR-503) dated April 21, 2023 between State, acting through the Housing and Community Services Department, and Central Oregon Intergovernmental Council (“COIC”), as amended by that certain Amendment No. 1 dated July 11, 2023 (collectively, the “HCSD Agreement”). COIC’s obligations under the HCSD Agreement have been passed through to City pursuant to the terms and conditions of that certain Subrecipient Agreement (Contract No. EO 23-02-005) dated August 14, 2023 between COIC and City (the “Subrecipient Agreement”). The HCSD Agreement and Subrecipient Agreement are attached as Exhibit D. For purposes of this Agreement, the term “Governing Document(s)” means (individually and collectively) the CDBG Agreement, DAS Agreement, HCSD Agreement, Subrecipient Agreement, and Restrictive Covenants (as defined below).

C. FBN desires to operate and manage the Program (as defined below) from the Property. This Agreement (together with the Lease (as defined below)) is intended to be the “operating agreement” City and FBN must enter into according to certain requirements contained in the Governing Documents.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual covenants and obligations contained in this Agreement and the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASE AGREEMENT; EARLY TERMINATION.

1.1 Program Operations. Subject to the terms and conditions contained this Agreement and the Lease, FBN will operate and manage an overnight shelter and primary hub for social services designed to assist persons experiencing homelessness to move toward stability and self-sufficiency from and on the Property (the “Program”).

1.2 Governing Documents.

1.2.1 City represents and warrants to FBN that, to City’s actual knowledge, City and the Property are in material compliance with the Governing Documents and Laws (as defined below) as of the Effective Date. Subject to the terms and conditions contained in this Agreement, from and after the Effective Date City will comply and perform its obligations under this Agreement, the Lease, and Governing Documents. For purposes of this Section 1.2.1, the phrase “City’s actual knowledge” means the actual, direct, and personal knowledge of City’s public works director (as of the Effective Date) concerning the particular fact or statement, without the public works director having any duty to make any investigation or evaluation with respect to the applicable subject matter.

1.2.2 FBN will operate and manage the Program subject to and in accordance with the Laws, this Agreement, the Lease, and Governing Documents. Without otherwise limiting the immediately preceding sentence, but subject to FBN’s termination right under Section 1.4 and FBN’s representations and warranties under Section 1.6, FBN will comply with those permitted use and change of use requirements, restrictions, and conditions contained in Section 8 of Exhibit A to the CDBG Agreement and Section 5 of Exhibit A to the HCSD Agreement, which includes the obligation to operate the Program from the Property for a period no less than 10 years, commencing from the Effective Date.

1.2.3 At FBN’s cost and expense, FBN will assist City with (a) City’s production and submission of all reports, documents, and information that City may be required to complete and submit under the Governing Documents, and/or (b) any audits and/or reviews that may be conducted by State (including its agencies and/or departments) and/or COIC under the Governing Documents.

1.3 Lease Agreement. Subject to the terms and conditions contained in this Agreement, commencing on the Effective Date City will lease the Property to FBN for the purpose of operating and managing the Program and for no other purposes. City will lease the Property to FBN subject to the terms and conditions of that certain Shelter Services Center Lease Agreement dated as of the Effective Date between City and FBN (the “Lease”). A default by either party under the Lease and/or any Governing Document constitutes an Event of Default (as defined below) by the party under this Agreement.

1.4 Early Termination. FBN’s ability to operate the Program and perform its obligations under this Agreement and the Lease are subject to FBN’s ability to obtain funding from public and/or private sources (such as grants and charitable donations) on terms and conditions that are consistent with FBN’s mission and acceptable to FBN. During the term of this Agreement, FBN will employ reasonable efforts in good faith to obtain and maintain funds necessary to operate the Program. Provided FBN is not then in default under this Agreement, if FBN reasonably determines that FBN has insufficient funding needed to operate the Program and perform its obligations under this Agreement and the Lease, FBN has the option (the “Termination Option”) to terminate this Agreement subject to the following terms and conditions: (a) FBN will exercise the Termination Option by providing City written notice (the “Termination Notice”) no less than 90 days’ prior to the applicable termination date (the “Termination Date”); (b) subject to the terms and conditions contained in this Agreement, upon FBN’s issuance of the Termination Notice, the termination will be effective as of the applicable Termination Date; (c) FBN will pay and perform all FBN obligations arising out of or under this Agreement through the Termination Date; (d) termination of this Agreement will not relieve FBN of any liabilities and/or obligations that have accrued on or before the Termination Date; and (e) all provisions that would reasonably be expected to survive the termination will do so, including, without limitation, Sections 1.5, 2.5, 4.1, and 4.3.

1.5 Books and Records. During the term of this Agreement, and for a period of three years thereafter (or such longer period as may be required under the Laws), FBN will maintain adequate books, records, and files concerning the Shelter Services Center, Program, and this Agreement, including, without limitation, those required under the Governing Documents. If requested by City or State, FBN will permit City and/or State to review all FBN books, records, documentation, and/or information City and/or State reasonably determine necessary or appropriate to ascertain FBN's compliance with this Agreement. FBN will cooperate with City and State in conducting any inspection and/or audit. FBN will keep all its books, records, documentation, and/or information at its office located at 164 SE 8th Street, Madras, Oregon 97741. FBN covenants that all books, accounts, and records will be accurate, reflect actual transactions, and be maintained in accordance with sound business practices, including, without limitation, the maintenance of an adequate system of internal accounting control.

1.6 No Representations or Warranties. FBN represents and warrants that FBN has entered into this Agreement on the basis of its own examination and personal knowledge of the Property, Governing Documents, and/or Program and, except for those City representations and warranties expressly made by City in this Agreement and the Lease, FBN has not relied on any representation and/or warranty made by City and/or any other person. FBN has had the opportunity to review the Governing Documents and ask questions and receive answers concerning the Governing Documents, including, without limitation, FBN's reporting obligations under the Governing Documents. FBN is satisfied with its review of the Governing Documents in all respects.

1.7 Restrictive Covenants. FBN's operation of the Program from the Property is subject to the terms and conditions contained in that certain Declaration Creating Land Use Restrictive Covenants dated effective January 10, 2024 (the "Restrictive Covenants") between City and State (acting by and through its Housing and Community Services Department and COIC) recorded in the Jefferson County Official Records as Document No. _____.

1.8 Property Conveyance.

1.8.1 Subject to the terms and conditions contained in this Agreement, if FBN timely and faithfully performs its obligations under this Agreement and the Lease (and FBN is not then in default under this Agreement and/or the Lease), upon expiration of this Agreement and the Lease City will, if and after obtaining FBN's prior written consent, transfer and convey the Property to FBN subject to all liens, restrictions, and encumbrances then-affecting the Property. City will transfer and convey the Property through warranty deed, which warranty deed will be in form and substance consistent with this Section 1.8 and otherwise mutually and reasonably acceptable to City and FBN.

1.8.2 Notwithstanding anything contained in this Agreement to the contrary, City's conveyance of the Property to FBN is subject to, and conditioned on, completion or satisfaction of all conditions and/or requirements under applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, ORS 221.725 and ORS 271.310.

2. CENTER OPERATIONS; COMPLIANCE WITH LAWS.

2.1 Operating Procedures; Coordination and Communication. FBN will establish general operating policies, procedures, rules, and/or regulations concerning the operation of the Program from the Property (the "Rules and Regulations"). The Rules and Regulations will be consistent with, and subject to, this Agreement, the Lease, Governing Documents, and Laws. FBN will consult with and advise City on all matters concerning the Program and Shelter Services Center reasonably requested by City from time to time.

2.2 Compliance with Laws. FBN will operate and manage the Program subject to and in accordance with the Laws. FBN will correct, at FBN's own expense, any failure of compliance created through FBN's fault and/or by reason of FBN's use of the Property. FBN will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws

to occupy and use the Property for operation of the Program. For purposes of this Agreement, the term “Law(s)” means all policies, rules, leases, covenants, agreements, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Property and/or Program, including, without limitation, the Governing Documents, fire and/or building codes (including those imposed and/or enforced by the State Fire Marshal), the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), and environmental laws, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

2.3 No Transfer. FBN will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of FBN’s rights and/or interests in or to this Agreement, the Lease, and/or the Property.

2.4 Maintenance; Insurance. Each party will perform the party’s Property repair and maintenance obligations contained in the Lease. Each party will obtain and maintain the insurance required under the Lease.

2.5 Indemnification.

2.5.1 FBN will defend, indemnify, and hold City and City’s present and future officers, employees, contractors, representatives, volunteers, and agents harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of FBN’s breach and/or failure to perform any FBN representation, warranty, covenant, and/or obligation contained in this Agreement and/or the Lease. FBN’s indemnification obligations provided under this Section 2.5.1 will survive the expiration or earlier termination of this Agreement.

2.5.2 Subject to the Oregon Tort Claims Act, City will defend, indemnify, and hold FBN and FBN’s present and future directors, officers, employees, contractors, representatives, volunteers, and agents harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of City’s breach and/or failure to perform any City representation, warranty, covenant, and/or obligation contained in this Agreement and/or the Lease. FBN’s indemnification obligations provided under this Section 2.5.2 will survive the expiration or earlier termination of this Agreement.

3. TERM; DEFAULT; REMEDIES.

3.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until the later of January 9, 2034 or the date upon which all obligations arising out of or under the Governing Documents have been performed in full, unless sooner terminated or extended as provided in this Agreement.

3.2 Event of Default. Subject to Section 3.3, either party may terminate this Agreement immediately upon notice to the other party upon the occurrence of any of the following events (each an “Event of Default”): (a) the other party breaches and/or otherwise fails to perform any of the other party’s representations, warranties, obligations, and/or covenants contained in this Agreement and/or the Lease when due; (b) in the case of FBN, the attachment, execution, levy, and/or other seizure by legal process of any rights and/or interests of FBN under this Agreement if not released within 30 days; (c) the other party dissolves and/or becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; and/or (d) in the case of FBN, FBN’s failure for 60 days or more to use the Property for Program operations.

3.3 Prior Notice of Default. Prior to any party’s termination of this Agreement under Section 3.2, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged default (the “Default Notice”), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party’s receipt of the Default Notice, the alleged

defaulting party will have 20 days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, in the case of FBN, if FBN's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, FBN must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from City. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon an Event of Default for which the defaulting party previously received a Default Notice within the immediately preceding 12 months (commencing from the date of the previous Event of Default).

3.4 Remedies. Upon an Event of Default, the non-defaulting party may elect any one or more of the following remedies: (a) terminate this Agreement and the Lease by providing the other party prior written notice; and/or (b) pursue all other rights and remedies available under this Agreement, the Lease, applicable law, and/or in equity. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action the non-defaulting party may have against the defaulting party; the defaulting party's obligations under this Agreement, including, without limitation, the defaulting party's indemnification obligations under Section 2.5, will survive the termination. FBN acknowledges that one of the primary purposes for requiring FBN's compliance with the Laws is to ensure FBN's compliance with the Governing Documents. To this end, FBN acknowledges and agrees that for any FBN breach of the provisions hereof, in addition to all other remedies provided by law and/or in equity, City will be entitled to specifically enforce FBN's obligations under this Agreement in a state court of competent jurisdiction.

4. MISCELLANEOUS.

4.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Agreement will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

4.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 2.3 concerning an FBN Transfer, this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns. Each party will cause its directors, officers, employees, volunteers, contractors, and agents to conform and comply with this Agreement.

4.3 Severability; Further Assurance; Governing Law; Venue. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Agreement, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Agreement. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Agreement. If any dispute arises regarding this Agreement, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Jefferson County, Oregon. All parties submit to the jurisdiction of courts located in Jefferson County, Oregon for any such disputes.

4.4 Entire Agreement; Signatures; Time. This Agreement (and the Lease) contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may be signed in counterparts. Time is of the essence with respect to each party's performance of its obligations under this Agreement. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Agreement, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

4.5 Discretion; Additional Provisions. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement does not create an agency relationship between City and FBN and does not establish a joint venture or partnership between City and FBN. FBN does not have the authority to bind City or represent to any person that FBN is an agent of City.

4.6 FBN Authority. In addition to any other FBN representation, warranty, and/or covenant made in this Agreement, FBN represents, warrants, and covenants to City as follows: (a) FBN is duly organized and validly existing under applicable Oregon law; (b) FBN has full power and authority to sign and deliver this Agreement and the Lease and to perform all FBN's obligations arising under this Agreement and/or the Lease; (c) this Agreement and the Lease are the legal, valid, and binding obligations of FBN, enforceable against FBN in accordance with its terms; and (d) FBN's signing and delivery of this Agreement and the Lease and performance by FBN of all FBN's obligations under this Agreement will not (i) breach any agreement to which FBN is a party, or give any person the right to accelerate any obligation of FBN, (ii) violate any law, judgment, and/or order to which FBN is subject, and/or (iii) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be effective for all purposes as of the Effective Date.

CITY:
City of Madras,
an Oregon municipal corporation

FBN:
Jefferson County Faith Based Network,
an Oregon nonprofit corporation

By: Mike Lepin, Mayor

By: Gary Buss, President

By: Anthony Mitchell, Executive Director

DUNS No. _____
SAM Registration No. _____

Exhibit A
Legal Description

The Real Property is legally described as follows:

Parcel 1 of Partition Plat No. 1991-11, being located in the Northeast quarter of the Southeast quarter of the Southeast quarter of section 2, Township 11 south, Range 13 East of the Willamette Meridian, Jefferson County Oregon.

Exhibit B
CDBG Agreement

[attached]

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

“Madras Homeless Shelter and Services Center”

This Contract, number IA2101, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Madras, Oregon (“Recipient”).

The parties agree as follows:

SECTION 1 - CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. This Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by OBDD (the “Project”), attached as Exhibit D;
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit E, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s application dated 30 July 2021 (“Application”); and
- F. Information Required by 2 CFR § 200.331(a)(1), attached as Exhibit F.

SECTION 2 - GRANT

In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, OBDD agrees to provide Recipient funds in the amount of **\$1,500,000** (“Grant Funds”), the use of which is expressly limited to the Project and the activities described in Exhibit D. The use of these funds is also limited to the approved Project budget in Exhibit E and subject to the Special Conditions of Award in Exhibit A. The Grant Funds are comprised of \$1,019,730 from the Community Development Block Grant program and \$480,270 from the Community Development Block Grant - CARES Act (CV2) program.

Subject to the terms and conditions of this Contract, including, but not limited to, the Pre-Expenditure Authorization required under Section 3 below, OBDD shall disburse the Grant Funds to Recipient on an expense-reimbursement basis after OBDD’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by OBDD.

SECTION 3 - PRE-EXPENDITURE AUTHORIZATION

Before Recipient makes any expenditure or incurs any obligation for the Project on account of which it intends to seek reimbursement under Section 2, Recipient must first obtain OBDD’s written authorization to make the expenditure or incur the obligation (“Pre-Expenditure Authorization”).

SECTION 4 - EFFECTIVE DATE; PROJECT COMPLETION DEADLINE

- A. This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law. The approved grant activities **must be completed within 24 months** from the Effective Date (“Project Completion Deadline”).
- B. By the Project Completion Deadline, all Project activities must be completed (except for the submission of the Project completion report on a form provided by OBDD), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project shall be submitted to OBDD as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Deadline.

SECTION 5 - RECIPIENT’S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following as they may be amended from time to time:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the “Act”) and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). For Section 3 covered construction projects receiving more than \$200,000 under this Contract, Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3704-3708 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).
 - (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is

provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

- (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996).
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.80-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4156 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS 294.305-294.565 and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by OBDD related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and OBDD's 2021 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers, including Recipient, that employ subject workers in the State of Oregon must comply with ORS 656.017 and provide the required Worker' Compensation coverage, unless such

employers are exempt under ORS 656.126. Recipient shall insure that each of its contractors and subgrantees complies with these requirements.

C. Federal audit requirements. The grant is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “14.228 Community Development Block Grant.” Recipient is a subrecipient.

(1) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

SECTION 6 - OTHER COVENANTS OF RECIPIENT

A. The Recipient’s activities funded by this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the Grant Funds will meet the following national objective (check one):

- (1) Activities primarily benefitting low- and moderate-income persons;
(24 C.F.R. 570.483(b))
- (2) Activities which aid in the prevention or elimination of slums and blight;
(24 C.F.R. 570.483(c))
- (3) Activities designed to meet community development needs having a particular urgency;
(24 C.F.R. 570.483(d))

B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with

CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- D. Recipient shall insert a clause in all documents prepared with the assistance of Grant Funds acknowledging the participation of federal and state CDBG funding.
- E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. This grant and the activities funded by the Grant Funds shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
 - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).
- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) ("NEPA"), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD.

Recipients will perform reviews in accordance with 24 C.F.R. §58.1 et seq. (2003) and the other federal authorities listed at 24 C.F.R. §58.5 (2003).

- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.16 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.
- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to OBDD documentation of Recipient's efforts and results in meeting the performance measures contained in OBDD's 2021 Program Guidelines (Method of Distribution). Recipient's accomplishment of such performance measures or its failure to do so will be considered by OBDD when awarding future grants.
- N. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, costs, expenses, attorneys fees and cost awards resulting from, arising out of or related to any actual or alleged act or omission by Recipient, or its officers, employees, agents, contractors or subrecipients; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 7 - DETERMINATION

OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR §200.330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8 - TERMINATION

- A. OBDD reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if OBDD or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either this grant or the disbursement of Grant Funds are prohibited.

- B. OBDD may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, OBDD may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

SECTION 9 - MISCELLANEOUS

- A. OBDD's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that OBDD may reasonably require.
- B. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth on the signature page of this Contract, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and

for the specific purpose given. The failure of OBDD to enforce any provision of this Contract shall not constitute a waiver by OBDD of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON

acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development
Department

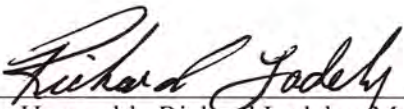
775 Summer Street NE Suite 200
Salem OR 97301-1280



CITY OF MADRAS

125 SW E Street
Madras, OR 97741

By: _____
Chris Cummings, Assistant Director for
Economic Development

By: 
The Honorable Richard Ladeby, Mayor

Date: _____

Date: February 8, 2022

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 24 January 2022
Wendy Johnson, Senior Assistant Attorney General

- Exhibit A: Special Conditions of Award
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Description
- Exhibit E: Project Budget
- Exhibit F: Information Required by 2 CFR § 200.331(a)(1)

EXHIBIT A: SPECIAL CONDITIONS OF AWARD: COMMUNITY FACILITY GRANT

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. NOT APPLICABLE
2. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, OBDD will not disburse CDBG funds until Recipient provides OBDD with evidence that all Project matching funds have been received by Recipient.
3. All Project-related contracts must be received by OBDD ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by OBDD at least ten (10) days before they are advertised.
4. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by OBDD.
5. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 4 hereof.
6. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to OBDD:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
 - c. Fair Housing Resolution affidavit of publication. Publication must be no more than six months prior to submission of Recipient's first disbursement request. Attach a copy of the published Fair Housing Resolution. Recipient must also undertake at least one additional activity to promote fair housing opportunities in its jurisdiction prior to final draw of Grant funds.
 - d. A detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook, which must be approved by OBDD.
7. Prior to approval of the first disbursement of grant funds for a construction line item of this Project, Recipient shall provide the following to OBDD:
 - a. Evidence that all contractors have been informed of the applicable labor standards requirements for this Project. If the Project has a general contractor, notes or minutes of the preconstruction conference or meeting signed by the general contractor will be required. If Recipient is acting as general contractor and no preconstruction conference is held, Recipient shall submit a preconstruction checklist signed by each specialty contractor.
 - b. Notice of the Start of Construction which includes the Project name and location, date of bid opening, date of award, name of general contractor, and the number of the applicable federal Davis-Bacon wage decision included in the construction contract. If there is no general contractor, a notice shall be completed for each specialty contract.

- c. Copies of the required certified payroll reports from the general contractor and subcontractors whose work is covered by the disbursement request on a form provided by OBDD.

8. a. Change of Use Requirements.

The following condition shall be in effect until five (5) years following the date of issuance by OBDD of a Certificate of Completion for this Project:

- (1) The real property or facility acquired or improved in whole or in part under this Contract shall be operated and maintained for the purposes described in Exhibit E or for other purposes which meet one of the national objectives of the Community Development Block Grant Program and which are eligible under Section 105 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5305 (1994).
- (2) Any change in use of the facility or disposition of property acquired or improved with CDBG funds must be made in accordance with the standards provided in 24 C.F.R. 570.489(j) (1997).
- (3) In the case where Recipient is not and will not be the owner of the real property or facility being improved with grant funds hereunder, Recipient is responsible for ensuring that the owner of the real property or facility complies with paragraphs 8.a.(1) and (2) above. As a condition of using grant funds under this Contract to improve any such real property or facility, Recipient shall cause the owner of such real property or facility to duly execute and record a trust deed against such real property in favor of Recipient, which trust deed shall be in form and substance satisfactory to OBDD.

- b. The following language must be included in any contract which transfers the property from Recipient to another party:

“It is understood and agreed that this conveyance is made and accepted, and the realty is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty must continue to be used for Homeless Shelter and Services or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301-5321 (1994).

This covenant, condition, restriction, and reservation shall apply to and run with the conveyed land. If the realty is not used for the above purposes, then all the right, title, and interest in and to the described property and to the improvements on such property, shall revert to and revest in [Recipient NAME] or its successors and assigns, as fully and completely as if this instrument had not been executed.

No reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed realty in good faith, and for value; and on any such reversion [Recipient NAME] shall take title to the conveyed realty subject to any such mortgage or deed of trust. Provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of the conveyed realty, shall be subject to and bound by all the restrictions contained in this instrument; and further provided, that [Recipient NAME] may enforce any covenant, condition, and restriction by any other appropriate action at its sole option.”

- c. The following language must be included in any deed that transfers the property from Recipient to another party:

“This deed is subject to all covenants, restrictions, and agreements of record that are made a part of this deed by reference, including the [INSERT NAME OF DOCUMENT OF SALE OR TRANSFER] which by this reference is incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this deed. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.”

9. Recipient shall obtain as-built drawings for buildings that will be available for use by the public.
10. Recipient shall collect and maintain documentation satisfactory to OBDD that the community facility meets the national objective of principal benefit to low- and moderate-income persons. Such documentation shall be:
 - a. Evidence that shows that the primary use of the facility is by persons who are presumed under HUD regulations for the Community Development Block Grant Program to be principally low and moderate income (e.g., elderly or handicapped persons, abused children, battered spouses, homeless persons, illiterate persons or migrant farm workers), or
 - b. Data showing the size and annual income of the immediate family of each person benefitting from the facility so that it is evident that at least 51 percent of the clientele are low and moderate income, or
 - c. Income eligibility requirements which limit the benefits of the facility exclusively to low- and moderate-income persons, or
 - d. Evidence that the benefits of the facility are available to ALL the residents in a particular area and that at least 51 percent of those residents are low and moderate income.
11. Recipient shall expend matching funds in the amount specified in the Project budget, if any. All matching funds must be secured in writing no later than 30 days after the execution of this contract or this contract may be terminated. No CDBG-CV funds may be drawn down unless all Project matching funds are secured. CDBG-CV funds will be drawn prior to drawing any CDBG funds.
12. CDBG-CV shall not be used to pay for eligible costs that have already been paid for, or will be paid for, by another federal program, insurance or other sources.

**EXHIBIT B - RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to OBDD from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD or as to grants already made substantial changes from Recipient's application to OBDD to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. §42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003); and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

City of Madras

Signed



Title

Mayor

Date

2/8/22

EXHIBIT C - CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)

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

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

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

City of Madras

Signed Richard J. Gadeby
Title Mayor
Date 2/8/2022

EXHIBIT D - PROJECT DESCRIPTION

The Recipient shall purchase real property and construct a year-round homeless services center. The project entails construction of an approximately 3,200 – 3,800 sq. foot facility that will include shelter space, kitchen, common area, office space and reception area.

The Recipient will manage the property acquisition and construction project; a grant administrator has been selected to support the Recipient and to take on environmental review and labor standards compliance. The Recipient will procure an architect for design, will conduct the construction bid process and engage a construction contractor to construct the homeless services center.

EXHIBIT E - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Land Acquisition	211,525	-
Engineering	164,406	-
Architectural	131,525	
Construction	777,404	969,000
Construction Contingency	99,640	-
Labor Standards	20,000	-
Environmental Review	20,000	-
Grant Administration	35,000	-
Legal	5,500	-
System Development Charges	0	31,000
Furnishings	0	49,029
Audit	5,000	-
Building Permits	30,000	-
BOLI Fee	0	971
Total	\$1,500,000	\$1,050,000

EXHIBIT F - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): Madras, City of
- (ii) Subrecipient's DUNS number: 025919739
- (iii) Federal Award Identification Numbers (FAIN): B-21-DC-41-0001 - \$1,019,730; and B-20-DW-41-0001 - \$480,270 from Community Development Block Grant - CARES Act (CV2) funds.
- (iv) Federal Award Date: 15 September 2021
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$1,500,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$1,500,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$12,303,168
- (ix) Federal award project description: The FFY 2021 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$1,500,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit F, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

Exhibit C
DAS Agreement

[attached]

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: 8217

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and City of Madras (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B – Subcontract Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of Jefferson County Housing - Disadvantage Community Shelter as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$750,000.00.

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

SECTION 3 - DISBURSEMENT

A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.

C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:

- (1) DAS has sufficient funds currently available for this Contract; and
- (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a

default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to Jefferson County Housing - Disadvantage Community Shelter (the "Project"). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021 and ending on the Completion Deadline ("Eligible Costs"). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the "CSFRF").

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Contribution and Recipient Subcontracts.
- (1) Contribution.
- (i) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.
- (ii) With respect to a Third-Party Claim for which DAS is jointly liable with Recipient (or would be if joined in the Third-Party Claim), DAS shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of DAS on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DAS on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DAS's contribution amount in any

instance is capped to the same extent it would have been capped under Oregon law if DAS had sole liability in the proceeding.

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

(2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

(i) Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

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

N. Representations and Covenants Regarding Prevailing Wage.

- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
 - c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
- (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS’s demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations, or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations, or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of 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.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

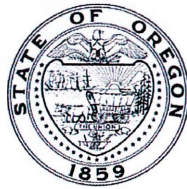
- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.


- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.
- M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
 acting by and through its
 Department of Administrative Services

CITY OF MADRAS

By: 

 George Naughton
 DAS Chief Financial Officer

By: 

 Authorized Representative Signature
Richard Ladeby Mayor
 Authorized Representative Name and Title

Date: 6/23/22

Date: June 14, 2022

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 2/24/2022
 Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A
CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

DAS

State of Oregon, acting by and through its
 Department of Administrative Services
 155 Cottage St. NE
 Salem, OR 97301-3966

Contract Administrator: Jacqueline Kemp

Telephone: 971-374-3310

Email: statefiscal.recoveryfund@das.oregon.gov

Recipient

City of Madras

125 SW E Street
 Madras, Oregon 97741-1346

Contact: Andrew Spreadborough, Neighbor Impact

Telephone: 541-323-6508

Email: andrews@neighborimpact.org

Use of Funds/ Project Description:

The recipient shall complete a complete the Madras Homeless Services Center construction on a 3,200 to 3,800 square foot facility which will provide shelter for up to 25 individuals per night.

Reporting Requirements:

Schedule

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	45 days after the Effective Date
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	July 15 th

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – SUBCONTRACT INSURANCE REQUIREMENTS

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Contract and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If a Contractor is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Contractor and the Contractor's subcontractors, agents, officers, or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide continuous claims made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Each Contractor or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	City of Madras
(ii) Subrecipient's Unique Entity Identifier (UEI):	C1V2KNTZ3FY1
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$750,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$750,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

CERTIFICATE OF COVERAGE

Agent
 PayneWest Insurance, a Marsh & McLennan
 Agency LLC-Madras
 212 SW 4th St, Ste 308
 Madras, OR 97741

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



Named Member or Participant
 City of Madras
 125 SW E St
 Madras, OR 97741

Companies Affording Coverage
 COMPANY A - CIS
 COMPANY B - National Union Fire Insurance Company of Pitts, PA
 COMPANY C - RSUI Indemnity
 COMPANY D - Federal Insurance Company

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

	Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
X	General Liability Commercial General Liability	A	21LMAD	7/1/2021	7/1/2022	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
X	Public Officials Liability						
X	Employment Practices						
X	Occurrence						
X	Auto Liability Scheduled Autos	A	21LMAD	7/1/2021	7/1/2022	General Aggregate: Each Occurrence:	None \$5,000,000
X	Hired Autos						
X	Non-Owned Autos						
X	Auto Physical Damage Scheduled Autos	A / C	21APDMAD	7/1/2021	7/1/2022		
X	Hired Autos						
X	Non-Owned Autos						
X	Property	A / C	21PMAD	7/1/2021	7/1/2022		Per Filed Values
X	Boiler and Machinery	D	21BMAD	7/1/2021	7/1/2022		Per Filed Values
	Excess Liability						
X	Excess Crime	B	21ECMAD	7/1/2021	7/1/2022	Per Loss:	\$750,000
	Excess Earthquake						
	Excess Flood						
	Excess Cyber Liability						
	Difference in Conditions						

Description:

Contract Number 8217

State of Oregon, its officers, employees and agents are included as additional insured as required by written contract

Certificate Holder:

State of Oregon
 PO Box 14140
 Salem, OR 97309-5052

CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By: **Gunn, Mandy (MMA)**
Digitally signed by Gunn, Mandy (MMA)
 DN: cn=Gunn, Mandy (MMA), ou=MDM
 Date: 2022.06.22 07:43:19 -07'00'

Date:

Oregon Workers' Compensation Certificate of Insurance

Certificate holder:

STATE OF OREGON
PO BOX 14140
SALEM, OR 97309-5052

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured City of Madras 125 SW E St Madras, Or 97741-1346	Producer/contact Marsh & McLennan Agency LLC PayneWest Ins, A Mma Co of Madras 541.325.7247 mgunn@paynewest.com
Issued 06/22/2022 Policy 14855 Period 07/01/2021 to 07/01/2022	Limits of liability Bodily Injury by Accident \$500,000 each accident Bodily Injury by Disease \$500,000 each employee Body Injury by Disease \$500,000 policy limit

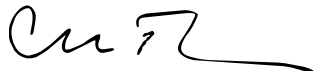
Description of operations/locations/special items

Waiver of subrogation effective 07/01/2021 for persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative



Chip Terhune
President and CEO

Exhibit D
HCSD Agreement/Subrecipient Agreement

[attached]

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (this “Agreement”) is entered into between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 (“COIC”), and City of Madras, a municipal corporation of the State of Oregon. This Agreement is dated August 14, 2023, but made effective for all purposes as of the Effective Date (as defined below).

BACKGROUND

The Parties acknowledge the following background related to this Agreement:

On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to rapidly expanding the State’s low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. All executive state agencies are authorized, upon further direction from Governor Kotek and the Governor’s office, to take any actions authorized under the provisions set forth in ORS 401.168 through ORS 401.192. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor.

During the 2023 Session of the Oregon Legislature, the Housing and Community Services Department (“OHCS”) was awarded funding from House Bill 5019, subject to passage and approval. OHCS was appropriated funding for both the Biennium ending on June 30, 2023, and the Biennium beginning on July 1, 2023. OHCS will grant funding from this bill through a variety of agreements to further the objectives of Executive Order 23-02, including by granting funds under this Agreement.

Further details on the state of emergency in Oregon can be found at:

<https://www.oregon.gov/oem/Pages/housing-emergency-executive-orders.aspx>
<https://www.coic.org/eo2302/>

AGREEMENT:

By execution of this Agreement, Subrecipient agrees to perform the Services (as defined in Schedule 1.1, *aka* Scope of Work) in accordance with the terms and conditions contained in this Agreement.

WHEREAS, COIC has applied for and received funds from the State of Oregon, acting by and through its Housing and Community Services Department, under EO 23-02; and

WHEREAS, COIC wishes to engage the Subrecipient to assist in utilizing such funds;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services

- 1.1 Subrecipient shall provide all services identified in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by Subrecipient in connection with its performance of those services as described in Schedule 1.1) (collectively, the “Services”).

- 1.2 Related to its obligations stated throughout this Section 1, Subrecipient agrees to be bound to timely achieve the goals assigned to it that are stated in the agreement between the State of Oregon and COIC, attached hereto as Exhibit C.
- 1.3 **Standards.** Subrecipient will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance appropriate for the expeditious and prudent performance of the Services in accordance with Section 1.1, (iii) perform the Services to the best of Subrecipients ability, and (iv) according to industry standards. (*See also* Section 5.1, below)
- 1.4 **Schedule of Services.** Subrecipient will timely perform the Services. Subrecipient's timely performance of each and every subrecipient obligation under this Agreement, including, without limitation, subrecipient performance of the Services, is of the essence.
- 1.5 **Quantity of Work throughout Contract.** The goals, objectives, services and quantities specified within this Agreement are requirements for this funding. COIC retains the right to revise the goals, objective, services, and quantities, and thereby the contract amount as goals and/or objectives change subject to an equitable adjustment in the scope of work, fees, and schedule for completion. COIC shall give Subrecipient 30-day notice of any such change.
- 1.6 **Effective Date and Duration.** The effective date of this agreement is May 17, 2023, ("Effective Date"), and shall remain in effect until and including January 10, 2024 ("Expiration Date") unless terminated or extended as provided in this Agreement. Expenses incurred between January 10, 2023, and the Expiration Date are allowable expenses for grant funds reimbursement, so long as the expenses are incurred pursuant to the performance of the Scope of Work set forth in Schedule 1.1.

2. COMPENSATION

- 2.1 **Eligible Costs and Expenses.** COIC will pass through to Subrecipient no more than \$1,060,536.00 in EO funds for eligible incurred costs and expenses as applicable to the Scope of Work set forth in Schedule 1.1. At its sole discretion and for good cause, COIC may disburse to Subrecipient up to 100% of the total contract price in advance of, or before the completion of performance by Subrecipient of its obligations herein.
- 2.2 **No Benefits.** COIC will not provide any benefits to Subrecipient, and Subrecipient will be solely responsible for obtaining Subrecipient's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.
- 2.3 **No Reimbursement of Expenses.** Expenses incurred by Subrecipient and not included in Section 2.1 in connection with the performance of the Services will not be reimbursed by COIC.
- 2.4 **Availability of Funds.** COIC's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon COIC receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow COIC, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of

Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of COIC.

2.5 Expenditure Restrictions

The following additional expenditure restrictions apply to the Subrecipient Budget as found in Schedule 2.1

- 2.5.1 **Expenditure Period.** The period of performance – the time during which expenditures may be incurred – is January 10th, 2023 through January 10th, 2024 unless otherwise extended at COIC’s discretion.
- 2.5.2 **Cost Reimbursement.** This agreement is based on a cost-reimbursement method of payment.

2.6 Expenditure Considerations. On full execution of the Agreement, the amount of \$1,060,536.00 will be made available based on Schedule 2.1 Section B for expenditures having had occurred between the period of January 10, 2023, and June 30, 2023. After July 1, 2023, and following expenditure of initial funding, the remaining Grant Funds will be available for Authorized Expenses incurred from July 1, 2023, to January 10, 2024, based on Schedule 2.1. The total Grant Funds amount will equal the initial funding amount available prior to June 30, 2023, plus the funding amount available for expenditures following July 1, 2023.

2.7 Budget Line Flexibility. Budget Line Flexibility applies separately to each fund shown within the budget. Any requested exceptions to the following limitations require prior approval and budget modification or waiver:

- 2.7.1 Expenditures by Fund may not exceed Fund budget total(s).
- 2.7.2 No single personnel line item may be over-expended.
- 2.7.3 Over-expenditure of indirect costs are not allowable.
- 2.7.4 Expenditures by cost category (ex. Personnel, operating costs, participant costs) may not exceed cost category budget totals.
- 2.7.5 With the exception of personnel, indirect and support services, which cannot go over budget with approval and budget modification, line items within a cost category (ex. Operating costs, participant costs) may be over or under budget as long as the category in total does not exceed budget.

2.8 Any grant funds disbursed to Subrecipient under this Agreement that exceeded the amount to which Subrecipient is entitled or are expended in violation or contravention of one or more of the provisions of this Agreement, or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to COIC unless otherwise agreed to by COIC in writing.

3. RELATIONSHIP

3.1 Taxes. COIC will not withhold any taxes from any payments made to Subrecipient, and Subrecipient will be solely responsible for paying all taxes arising out of or resulting from Subrecipient's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.2 Licenses. Subrecipient will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.3 No Agency Relationship. The agreement does not create an agency relationship between COIC and Subrecipient and does not establish a joint venture or partnership between COIC and Subrecipient. Subrecipient does not have any authority to bind COIC or represent to any person that Subrecipient is an agent of COIC.

3.4 Oregon Public Contract Provisions. The contract is subject to the Oregon Public Contract Provisions in Exhibit B. These provisions are updated periodically, and new applicable provisions shall be applied.

3.5 Conflicts. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Schedule 1.1, Schedule 1.2, Schedule 2.1, this Agreement without Exhibits, Exhibit A, Exhibit B and Exhibit C.

4. REPRESENTATIONS AND WARRANTIES.

In addition to any other representations or warranties made in this Agreement, each party represents and warrants to the other party as follows:

4.1 Authority and Binding Obligation. The party is duly organized, validly existing, and in good standing under applicable Oregon law. The party has full power and authority to sign and deliver this Agreement and to perform all the party's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of the party, enforceable against the party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by the party and the performance by the party of all the party's obligations under this Agreement will not (i) breach any agreement to which the party is subject, or give any person the right to accelerate any obligation of the party, (ii) violate any law, judgement, or order to which the party is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to the party's execution of this Agreement, the party obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services (or pass through the EO funds in case of COIC).

5. COVENANTS

5.1 Quality of Service. Subrecipient will perform Services in accordance with industry standards and to the standard of care that other similar municipalities would perform the same work, in the same locality, at the same time, and under the same conditions. Subrecipient will proceed diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement.

5.2 Insurance. Subrecipient will refer to Exhibit A, attached and incorporated herein, for insurance specifications.

5.3 Workers' Compensation Insurance. Subrecipient will comply with Workers' Compensation Insurance referenced in Exhibit A.

5.4 Compliance with Laws. Subrecipient will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Subrecipient will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Subrecipient's business and perform the Services.

5.5 Indemnification. Subrecipient will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damages to person or property caused directly or indirectly by the intentional misconduct, recklessness or negligence of Subrecipient and/or Subrecipient's Representatives (as defined below), and/or (iii) Subrecipient's failure to pay any tax arising out of or resulting from the performance of the Services. Subrecipient's indemnification obligation provided herein will survive the termination of this agreement.

Subrecipient shall indemnify, defend, save and hold harmless State of Oregon and its officers, employees, and agents from and against all claims, actions, liabilities, damages, losses, or expenses, including attorney's fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or intentionally wrongful acts or omissions of the Contractor, or any of its officers, agents, employees, or subcontractors ("Claims")

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

6. DOCUMENTATION AND RECORD KEEPING

6.1 Records. Subrecipient shall maintain complete and accurate records concerning all services performed. Subrecipient shall establish and maintain records sufficient to enable COIC to (i) determine whether the Subrecipient has complied with this agreement, applicable local, State, and Federal statutes and regulations and the terms and conditions of the funding and (ii) satisfy recordkeeping requirements applicable to the Subrecipient.

6.2 Access and Retention. Subrecipients records concerning the Services, including, without limitation, Subrecipients time and billing records, will be made available to COIC for inspection, copying, and/or audit immediately upon COIC's request. The Subrecipient shall allow COIC, and other authorized representatives of the state and federal government,

access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit for the project unless a longer period is required to resolve audit findings or litigation. In such case, it will be requested for a longer period of retention.

6.3 Remedies. With or without inspecting or auditing Subrecipient’s records, documents, etc. as provided for in subsection 6.2 and with or without first terminating this agreement, if COIC determines that Subrecipient has misused, misapplied, or misappropriated funds disbursed to it under this agreement, Subrecipient, upon COIC’s demand to do so, shall immediately return to COIC any or all funds disbursed under this agreement.

7. WARRANTY

[this section intentionally left blank]

8. CONFIDENTIALITY AND NONDISCLOSURE.

8.1 Maintain Confidential Information. [this section intentionally left blank]

9. TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated at any time by the mutual written agreement of COIC and Subrecipient.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Subrecipient upon the occurrence of any of the following events: (i) Subrecipient engages in any form of dishonesty or conduct involving moral turpitude related to Subrecipient’s independent contractor relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) Subrecipient fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Subrecipient’s performance of the Services due to Subrecipient’s breach of its obligations under this Agreement; (iv) Subrecipient breaches or otherwise fails to perform any Subrecipient representation, warranty, covenant, and/or obligation contained in this Agreement; and/or COIC determines that Subrecipient has misused, misapplied or misappropriated funds disbursed to it under this agreement.

9.3 Consequences of Termination. Upon termination of this Agreement as set forth in Section 9.2, COIC will not be obligated to reimburse or pay Subrecipient for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Subrecipient will deliver all materials and documentation, including raw or tabulated data and work in progress, to COIC. Termination of this Agreement by COIC will not constitute a waiver or termination of any rights, claims, and/or causes of action COIC may have against Subrecipient. COIC will pay Subrecipient for services (referenced in Schedule 2.1) performed up to termination, upon detailed invoicing from Subrecipient to COIC. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this Agreement, Subrecipient shall promptly pay any excess to COIC.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.4.1 Neither Party shall be liable for any indirect, incidental, consequential, or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

9.4.2 Subrecipient shall not incur obligations or liabilities after Subrecipient receives proper Notice of termination.

9.5 Default. Subrecipient will be in default under this Agreement upon occurrence of any of the following events:

9.5.1 Subrecipient fails to perform, observe, or discharge any of its covenants, agreement, or obligations under this Agreement, including, but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Schedule 1.1 and such failure is not remedied within thirty (30) days following notice from COIC specifying such failure; or

9.5.2 Any representation, warranty, or statement made by Subrecipient in this Agreement or in any documents or reports submitted by Subrecipient in connection with this Agreement, concerning the expenditure of Grant Funds or Subrecipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

9.5.3 Subrecipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before January 10, 2024, as determined by COIC in its sole discretion.

9.6 Default Remedies. In the event Subrecipient is in default under Section 9.5, COIC may, at its option, pursue any or all of the remedies available under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 9, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recover of overpayments under Section 2 and Section 6 of this Agreement or setoff, or both.

9.7 Notice of Default. Prior to any termination of this Agreement by COIC pursuant to Section 9, COIC will provide Subrecipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Subrecipient who has primary responsibility for oversight of the Grant Activities to provide Subrecipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to COIC. Subrecipient shall have 5 days to accept such offer. If Subrecipient does not accept such offer within such 5-day period, COIC may terminate this Agreement upon 10 days' written notice as provided in Section 9.1 or exercise any other remedies available to COIC under this Agreement unless Subrecipient

has fully cured such default prior to the expiration of such 10-day notice period. If Subrecipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by COIC. Following the meeting, COIC shall make a determination, in its reasonable discretion, of whether to accept Subrecipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Subrecipient. If COIC's written notice states that COIC does not agree to such proposal, or if COIC accepts such proposal but Subrecipient does not satisfy the terms of the proposal, COIC may terminate this Agreement upon 10 days of written notice as provided in Section 9.1 or exercise any other remedies available to COIC under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period.

10. MISCELLANEOUS

10.1 Severability. Each provision contained in this agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any Notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To COIC:
 Central Oregon Intergovernmental Council
 Attn: Contracts
 1250 NE Bear Creek Road
 Bend, OR 97701
contracts@coic.org

To Subrecipient:
 Michele Quinn
 216 NW B St.
 Madras, OR 97741
mquinn@ci.madras.or.us

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Subrecipient. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Subrecipient has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Subrecipient will not assign any of Subrecipient's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Subrecipient's assignment of any of Subrecipient's rights or obligations under this Agreement, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

10.7 Amendment. The Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of COIC, Subrecipient will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and carry out the intent of this Agreement.

10.9 Additional Provision and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the Parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Binding Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Subrecipient will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular, or plural, as the identity of the Parties may require. The singular includes the plural, and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting.

10.13 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above but effective as the effective date.

COIC:

Central Oregon Intergovernmental Council
an Oregon entity organized under ORS Chapter 190

Signature:  _____

By: Tammy Baney

Its: Executive Director

Subrecipient:

City of Madras
a municipal corporation of the State of Oregon

Signature:  _____

By: Mike Lepin

Its: Mayor

Schedule 1.1

Scope of Work
Description of Services

1. **See attached pdf.** Subrecipient EO 23-02 Funding Application.
2. **Reporting Requirements.**
 - a. **Shelter Bed Capacity Reporting.** If Subrecipient uses funds under this Agreement to add new shelter bed capacity, a narrative update must be provided to COIC by the 15th day of the month following the period billing, but no less frequently than monthly. Narrative update shall include milestones, success measures, outcomes, obstacles, and impacts of the project. Reporting required for all periods in which shelter bed capacity is being added.
 - b. **Homeless Management Information System.** Subrecipient must enter all appropriate and necessary data into Homeless Management Information System (“HMIS”) at the time of client intake, if applicable, or at such other times required. Exceptions are only allowed with prior written approval provided from State via COIC.
 - c. **Data Collection and Evaluation.** Subrecipient is required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS). HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless and is managed and operated locally. Subrecipients are required to review this Agreement and ensure data standards are implemented in HMIS specifically for participants as applicable to the EO and this funding. Data requirement specifics shall be made available to Subrecipients upon request.
 - d. **Additional Reporting.** Subrecipient shall provide additional reports and shall cooperatively attend meetings as reasonably requested by COIC or State.

Project Contact Name:

Enter the name of the individual responsible for responding to questions about the application.

Michele Quinn, Public Works Coordinator

Organization:

Enter the name of the organization submitting the supplication.

City of Madras

Contact Email:

Enter the email address of the individual responsible for responding to questions about the application.

mquinn@ci.madras.or.us

Contact Phone Number:

Enter the phone number of the individual responsible for responding to questions about the application.

+15414752344

Entity Type:

Please select your organization's entity type.

Government

State Where Registered:

Where is your legal entity registered?

Oregon

HMIS:

Your organization will contribute information to the Homeless Management Information System

true

Universal Data Elements:

Your organization agrees to input all of the [Universal Data Elements](#) for each client involved in your program

true

Low Barrier:

Your organization agrees to abide by low-barrier principles for its clients. *Low Barrier means a program that does not require any of the following for a client to participate in one of the programs: (i) criminal background checks, (ii) credit checks or income verification, (iii) program participation, (iv) sobriety, or (v) identification. Low Barrier programs may enforce safety requirements for self, staff, place, and/or others.*

true

Client-Centered, Housing First:

Your organization agrees to provide client-centered, housing-first case management supports. A client-centered case management approach ensures that the person who has experienced homelessness has a major say in identifying goals and service needs, and that there is shared accountability. Case management must focus on housing assessment, placement and housing stability.

true

Provide Information and Report:

In order to assist COIC in meeting the State's Reporting Requirements, you agree to supply COIC with any and all requested information related to meeting contractual obligations under EO 23-02. *Reporting expectations can be found on page 20 of the State's draft contract language:*

<https://www.coic.org/wp-content/uploads/2023/03/EO-23-02-Grant-Template-Final-2023-03-21.docx>

true

Project Complete by 1/10/2024:

The deadline to have a project up and running is January 10, 2024. Your organization agrees that the project will be complete and operating at full capacity by January 10th, 2024.

true

Project Goal:

Select the goal your project will address.

Creating 111 New Shelter Beds

Project Overview:

Please provide an overview of your proposed project and explain how your project will make and measure impact towards the goal by January 10th, 2024. Go into as much detail as possible to explain your full project concept. Please include a section that specifically explains how your project will make a measurable impact toward one of the two goals above.

OVERVIEW: The City of Madras proposes to bring a new shelter online in Madras by January 10, 2024. Construction of the Madras Homeless Services Center began on May 1, 2023, and is scheduled to be completed on December 31, 2023. The project will result in the construction of a 3,760 square foot facility located on City-owned land (61 NW Oak Street, Madras). When completed, the facility will have a total of 29 new shelter beds (14 in a men's dorm, 12 in a women's/family dorm, and 3 in a supportive care room). The facility will be owned by the City of Madras and will be operated by the Jefferson County Faith Based Network (JCFBN).

The City has contributed \$300,000 to the project, and also secured funding from the Oregon Community Development Block Grant (CDBG) program through Business Oregon, and ARPA COVID funding through the Oregon Department of Administrative Services under Senator Lynn Findley's sponsorship. However, EO 23-02 funds are needed in order to fill a budget deficit that has emerged recently due to higher than anticipated construction costs, and due to a street redesign and improvement that is required for the project to proceed.

Project milestones completed to date include:

- City has reached agreement with the Jefferson County Faith Based Network (JCFBN) to operate the Homeless Services Center.
- Property has been purchased by the City of Madras; environmental clearance achieved through a Finding of No Significant Impact on the Environment.
- Facility design has been completed by BLRB Architects.
- Construction bid process is complete, and the City has awarded the construction contract to 2KG Contractors, Inc.
- Construction start date: May 1, 2023 (construction is under way)
- Completion Date: December 31, 2023

FUNDING REQUEST: The City is requesting \$1,060,536 from the COIC EO 23-02 funds. This amount constitutes the current budget deficit for the construction phase, and breaks down as follows:

- \$344,567 for construction base bid. This is the amount above budget of the lowest responsive bid through the construction bid process (March, 2023).
- \$500,000 for additional design/construction work for required site access, roadway and sidewalks. This additional work is necessary due to a required change to the City's planned vacation of NW Oak Street between NW 3rd and NW 4th. The vacation was proposed in order to provide for a private access/entry to the Homeless Services Center property. However, the road vacation is not allowable due to the need to build out Oak Street between NW 3rd and 4th as a local city street in order to accommodate future planned annexation of county-owned land north and west of the site. The additional design and construction work will modify the access from a planned private entry way to a city street with reconfigured access and parking. This is a required modification to the project per City code and standards, and the project cannot be completed without this work.
- \$15,696 for geo tech analysis for the required roadway construction.
- \$100,000 for a construction management contract in order to ensure the project is completed

on time and on budget. This expenditure is necessary because the City staff is at capacity managing other planning and capital projects.

- \$100,000 for furnishings, fixtures and equipment to ensure the facility can open at 100% capacity by January 10, 2024.

PROJECT NEED: The JCFBN recently completed their fifth year of providing seasonal winter warming shelter to people experiencing houselessness in Jefferson County. The shelter operates during the cold weather months (approximately November through March), and the shelter location rotates through various donated spaces. Approximately 100 individuals annually have benefited from the opportunity for safe and warm overnight accommodations during the winter, including men, women and children (in families). In the most recent shelter season (11/15/22 through 3/15/23), a total of 123 unduplicated individuals were served at the cold weather warming shelter.

Although JCFBN has successfully provided high-quality shelter services, the current approach and service level does not adequately meet the year-round needs of people experiencing houselessness.

Problem #1: The JCFBN lacks an adequate and stable shelter facility location. The current winter warming shelter location at the National Grasslands building will no longer be available in 2023-2024 due to the planned commercial redevelopment of the site. Returning to a rotating shelter approach is not a viable option; a shelter for those experiencing houselessness is not ideal for many locations due to neighbor conflicts and lack of safe pedestrian access to temporary/borrowed facilities. Additionally, the locations in which the winter warming shelter have been housed often do not include kitchen access (meals must be delivered), laundry services, and in some cases, restrooms (“porta-potties” have been used).

Problem #2: The population experiencing houselessness, and specifically high acuity individuals who need more intensive services, are increasing in Jefferson County. Services are needed year-round; providing limited winter warming shelter assistance is not adequate. Those experiencing homelessness require support services year-round, as opposed to winter only.

PROPOSED DESIGN AND SERVICE LEVEL: The Madras Homeless Services Center will be constructed with a residential look and feel (not institutional). The facility will include:

- Men’s dorm with 14 beds
- Women’s/family dorm with 12 beds
- Isolation/recuperative care dorm with 3 beds
- Lockers, sized appropriately to store backpacks
- Separate men’s and women’s restrooms, with showers
- Staff restroom
- Kitchen, equipped for meal preparation and food storage
- Site manager office, and reception area
- Common area with bookshelves, seating, charging stations, dining tables
- Clothing storage
- Exterior patio
- Janitorial closet

While the facility design will accommodate full time, year-round shelter at some point in the future, services will be limited in year #1 to a winter warming shelter and summer cooling shelter due to budget and capacity constraints. Overnight shelter will be available in winter months (approximately 130 nights per year – 35.6% of the year).

However, the City and JCFBN consider this project an investment in the future of the Madras community, and acknowledgment that shelter services will need to expand over time, potentially up to and including full time, year-round shelter operations. In order for year-round shelter to be provided, additional funding must be secured (specifically state and federal funding investments), and the JCFBN will need to be in a position to staff up and sustain an increased service level.

While shelter nights will be limited to winter months, the Homeless Services Center will operate year-round. The initial operational plan is as follows:

1. Operate a 4 to 4.5 month, seven (7) days per week cold weather shelter, capable of housing up to 29 individuals, including men, women, and children (in families) annually, between late October and April.
2. Operate a three (3) month, five (5) days per week daytime (4-5 hours per day) “cooling center” operation between the months of July and September, to allow persons experiencing houselessness to escape extreme heat, have a lunch meal and be sufficiently hydrated.
3. Deploy a part-time (30 hour per week) caseworker assistant year-round to provide client support to individuals experiencing houselessness, including client referral to other social service providers with expertise in various supportive services (mental and substance abuse counseling, medical/dental services, spiritual care, housing, etc.).
4. Offer year-round “personal care” services, (laundry services, haircuts, showers, foot care, hygiene kits, clothing distribution).
5. Offer once a week (1x/week) dinner meals between April and July to support ongoing nutrition and mitigate hunger.

The JCFBN will operate the Homeless Services Center and shelter as a “low barrier” facility, meaning there are no requirements for background checks, sobriety, or mandatory participation in programs or religious activities.

Community support for the Madras Homeless Services Center, as evidenced by letters of support on file, includes St. Charles Madras, the Bean Foundation, Mosaic Medical, Best Care Treatment Services, the Homeless Leadership Coalition, the Jefferson County Fair Complex, Columbia Bank, the Madras Gospel Mission (provider of long-term care for men with addictions), Living Hope Christian Center, Madras Free Methodist Church, Metolius Friends Community Church, Cornerstone Baptist Church, New Life Christian Fellowship, and NeighborImpact.

Number of Clients or Units:

Enter the number of clients your project will serve/units your project will make available. This question helps us ensure we meet the goals of the funding allocation.

29

Detailed Project Budget:

Submit a detailed project budget that outlines your expected costs through the grant term. Please be sure to include funding from outside sources if it will be utilized.

https://api.typeform.com/responses/files/4c360527f03dc231c323a96df4282ba06f1e76ba319b31ca4fe705cca9adc437/Project_Budget_Madras_Homeless_Services_Center_EO2302.xlsx

Maximum Amount of Funding Requested:

Enter your funding request for this opportunity here.

1060536

Budget Contingency:

We can't guarantee that all applicants will be granted their full funding request. Can your project be scaled down if your full request cannot be awarded? If so, please describe what parts of your request are able to be scaled down, if any.

The proposed project has a fixed construction cost since site construction is under way, limiting the project's scalability. By awarding the construction contract prior to obtaining 100% funding for the project the City has accepted risk that EO 23-02 funds may not be sufficient to fill the entire budget gap. While scaling the project may be challenging, the City understands that the full funding gap may not be awarded through the EO 23-02 process. If partial EO 23-02 funding is approved, the City will fill the remaining funding gap and complete the project on schedule through a combination of fundraising and value engineering.

Grant Experience:

Does your organization have experience with government grants? If yes, please provide details about your grant experience.

As a local government, the City of Madras has extensive experience securing and managing state and federal grants and contract funding, and completing projects on schedule, within budget and in accordance with state and federal funder requirements and expectations.

City staff is experienced in segregating grant revenue and expenses within a cost center, and preparing and submitting financial reports as requested by grant funders. The City understands principles of grant management, including allocating costs to grant funding sources, determining if expenses are eligible for grant reimbursement based on contract requirements, maintaining and submitting source documentation, and preparing and submitting grant reimbursement requests.

A partial list of grants received and managed over the past five years includes:

- Oregon CDBG – Water Distribution Line Upgrade Design and Construction, 2020-2023, \$2.5M
- Bel Air and Herzberg Heights Sewer Expansion project - funded with DEQ Clean Water State Revolving Loan Fund (federal). Contract executed April 11, 2017, and project completed November 2018. \$1.7 M.
- Madras Municipal Airport Taxiway Rehabilitation Project Design - funded by Federal Aviation Administration. Spring 2018. \$263,000.
- Madras Municipal Airport Taxiway Rehabilitation Project Construction - funded by Federal Aviation Administration. Completed August, 2019. \$3.1 M.
- City of Madras Sewer Main Extension Design and Construction - funded by DEQ Clean Water Revolving Loan Fund. Grant award of \$650,000.

Financial Reporting:

We want to ensure that you are prepared to satisfy the financial reporting requirements of this funding opportunity. Please explain how you will meet the financial reporting requirements.

The City will modify the shelter operating agreement to require JCFBN to comply with all financial and client reporting requirements as specified in the EO 23-02 grant agreement template, including report submission frequency and due dates. JCFBN is experienced in the use of HMIS for reporting client data. JCFBN has two licensed HMIS users currently who collect and report user data. JCFBN staff works closely with the NeighborImpact regional HMIS support team.

Other financial reports will be compiled and submitted by the City's project lead Michele Quinn, Public Works Coordinator, with the support of the City's CDBG Administrator. Specific reports will include:

- Monthly Housing Inventory
- Quarterly Aggregated Activity Reports
- Biannual System Performance Reports
- Requests for funds, via the OPUS system
- Narrative updates regarding new shelter bed capacity

The City and JCFBN will provide additional reports and cooperatively attend meetings with COIC and OHCS as requested.

Additional Funding:

Is your project intended to be solely funded through Executive Order funding, or will you seek/have you sought funding elsewhere?

We have secured funding from elsewhere.

Additional Funding Secured:

If you have secured other funding, how much additional funding has been secured?

City of Madras: \$300,000 Business Oregon CDBG: \$2,085,268 DAS ARPA (Senator Findley): \$750,000

Project Sustainability:

We are hopeful that projects awarded under this one-time funding opportunity will maintain operations after January 10th, 2024. Please tell us your plan for sustaining operations after this funding has expired.

The City of Madras will own the facility and contract for operations with the Jefferson County Faith-Based Network (JCFBN). The JCFBN has a five-year track record of funding and operating the winter warming shelter in Madras. Sufficient funds have been raised annually to cover staffing and operational expenses for the winter warming shelter, and significant amounts of food, clothing and other supplies have been regularly donated each year. Since the first year of the JCFBN winter shelter, organizations and individuals have volunteered to prepare and serve three meals per day throughout the shelter season. Taken together, this significant community support has enabled JCFBN, a small sized faith-based social services entity, to effectively operate a winter shelter on a lean financial budget.

From 2018 to 2020 the JCFBN cold weather shelter was housed at a variety of church and other loaned locations, rent-free and without utility costs. Since the 2020-2021 cold weather shelter season, JCFBN has operated out of a vacant privately-owned "Grasslands Building," for which JCFBN was responsible for facility repairs prior to occupancy, ongoing building maintenance and janitorial operations, and general liability insurance increases because of this building. To accomplish this, JCFBN identified and worked with qualified, licensed and insured contractors to provide \$6,000 in facility repairs and maintenance. JCFBN secured funding to absorb these expense increases and ended the program year with a positive net income in the program. It is expected that JCFBN will draw on the assistance of these local contractors to maintain the new facility post-construction and has used its recent experience as well as industry standards data to appropriately build OM&R expenses into the Homeless Services Center operational budget.

The JCFBN created a fundraising and development plan in 2022. Sources of funding identified in the annual development plan will initially follow historic funding pools: individual donors, church organizations, business donors, grant opportunities, with the introduction of an annual fundraiser.

Transition from a cold weather shelter operator to a year-round provider of comprehensive services for persons experiencing homelessness will increase annual program expenses by approximately 100%. Expanding the program revenue by this amount is achievable given the history of community support which has resulted in positive net income each of the first three years, absent a focused fundraising plan. The increases in required funding will be realized by:

- The annual identification of fundraising pledges totaling 50% of the annual Homeless Services Center budget.
- An annual organizational fundraiser from which a portion of donated funds will be specifically allocated to the homeless services center.
- Targeted quarterly communications to donors with an opportunity to contribute to homeless services center operations at least two quarters per year.
- Increasing grant writing activities to a targeted list of philanthropic organizations
- The diversification of funding streams to include federal, state, and local funding as available and appropriate.

In addition to fundraising efforts by JCFBN, the homeless services center will be eligible for continued funding through state and federal homeless services programs operated by NeighborImpact via funding from Oregon Housing and Community Services (OHCS). These funding sources include Emergency

Solutions Grant (ESG), State Homeless Assistance Program (SHAP), and other dedicated funding for homeless shelter operations (Out of the Cold programs, SB5512 funding, etc.). The JCFBN winter warming shelter received:

- \$45,000 for the 22-23 winter
- \$15,000 for the 21-22 winter
- \$15,000 for the 20-21 winter
- \$10,000 for the 19-20 winter
- \$20,000 in 2018-2019 winter

Applications for the 2023-2024 funding programs will be accepted by NeighborImpact after the beginning of the new state biennium (July, 2023). While specific funding amounts are unknown, NeighborImpact's Director of Housing Stabilization has indicated that OHCS continues to prioritize funding for homeless shelters, and specifically for winter warming shelter operation. It is highly likely that JCFBN will be subgranted shelter operational dollars on an annual basis for the foreseeable future. The JCFBN has complied with all funding requirements as a Subrecipient, and is in good standing financially.

Client Eligibility:

Explain how you will implement client eligibility requirements. For instance, this funding is intended to support low-barrier beds; explain how you will ensure low-barrier principles are centered in your program offerings. As another example, list the criteria clients must meet to be eligible for the program

The Madras Homeless Services Center Shelter will be operated as a low-barrier shelter. While no eligibility criteria will be applied to those seeking shelter, JCFBN staff will conduct an intake with each shelter guest to establish their housing status and document if the shelter guest is literally homeless.

Shelter guests will not be drug screened as a condition of service, and those who are under the influence of drugs or alcohol will be allowed to stay (though guests cannot use or possess illegal substances while staying at the shelter).

The shelter will not serve unaccompanied youth, primarily for safety reasons. If an unaccompanied youth requests shelter services JCFBN staff will connect the youth to providers that are able to serve youth. Typically this means connecting the youth to J Bar J Youth Services in order to develop an alternative shelter plan (motel vouchers or arranging for transportation to the youth shelter in Bend).

Coordinated Entry:

Explain how you envision sourcing clients from [Coordinated Entry](#) in your program. Maximizing the number of providers utilizing Coordinated Entry is recognized as a Best Practice, and projects that prioritize clients from Coordinated Entry will receive priority in funding decisions.

The JCFBN is familiar of the Coordinated Entry process, and has participated in case conferencing through the Coordinated Entry system. If Coordinated Entry referrals are received by JCFBN, the referred client will be prioritized for shelter and other support services.

The JCFBN is working toward developing a trained Coordinated Entry assessor in order to expand the ability to assess clients who stay at the shelter repeatedly and to help move them toward new housing opportunities as appropriate.

Impact on Disproportionately Affected Populations:

Early in the MAC process, the group identified subpopulations that are disproportionately more likely to experience unsheltered homelessness in Central Oregon. Please tell us if your project will impact any of these subpopulations.

BIPOC, LGBTQ+ Youth, Medically Vulnerable, Veterans

Targeting Subpopulations:

If your project will specifically impact one or more identified subpopulations, explain how exactly you will target that subpopulation and what steps you will take to ensure that the services provided are relevant, appropriate, and aligned with the desired outcome. Consider things like - staff hiring, training, outreach, program evaluation, and provision of culturally responsive services

The JCFBN and City of Madras support federal “equal access” regulations. Procedures will be developed to support these regulations, including:

- Shelter services will be provided in accordance with an individual’s gender identity, and in a manner that affords equal access to the individual’s family.
- Access to shelter will conform with and adhere to an individual’s self-expressed gender identity.
- Families seeking shelter will not be split up. Family units are able to self-identify, and no proof of familial status will be requested.
- Disabled and medically fragile guests will have access to the supportive care room.

JCFBN will expand partnerships with service providers to conduct outreach in the community to ensure subpopulations that are disproportionately more likely to experience unsheltered homelessness are welcomed and have access to all services at the Homeless Services Center. Specific areas of focus include partnering with organizations serving veterans, BIPOC and LGBTQ+ populations to ensure outreach is effective and comprehensive.

Additionally, through its newly implemented case management function, JCFBN will better be positioned to determine the specific needs of these populations and to respond with targeted interventions. Staff training programs focusing on the provision of culturally specific services will be implemented.

JCFBN seeks in its transition to a year-round provider of more comprehensive services for those experiencing homelessness in Jefferson County to become a more data and trauma informed service provider.

Region Served:

This question helps us keep track of the regions in Central Oregon that are served through the funding. What region(s) will you serve?

Madras, Rural Jefferson County (outside City limits)

Partnerships:

We encourage partnerships to ensure the greatest impact. Please let us know who your project will partner with and what services they will provide. Explain if your partnerships are established (MOUs, IGAs, Contracts, etc) or still being discussed

The City of Madras will partner with the JCFBN for operations of the shelter. An operating agreement between the City and JCFBN has been established. The agreement defines roles and responsibilities for management of the shelter facility and operation of shelter services.

The JCFBN is under contract with NeighborImpact to receive state and federal operations funding for winter warming shelter operations. A new contract will be developed early in the upcoming biennium.

Additionally, the JCFBN intends to develop MOUs with partner entities that will provide services on site at the Madras Homeless Services Center (e.g. Mosaic Medical, Best Care Treatment Center).

Prior Project Experience:

Please explain your organization's experience with what has been proposed in your application. If your experience in an area is limited, please speak to other relevant experience that shows your ability to execute your proposed project effectively. This could be lived experience, experience utilizing a program, or experience creating similar programs in other areas.

The City of Madras has experience in constructing, owning and managing facilities, and has a skilled financial and operations staff available to support the project. With construction under way, the City and their contracted construction manager will ensure timely progress on construction to achieve center opening by January 10, 2024.

Facility operator Jefferson County Faith Based Network was incorporated in 2013 as a coordinator of agencies and volunteers with the purpose of serving the basic needs of Jefferson County residents. The winter warming shelter was launched by JCFBN for the 2018-2019 winter season, and completed its fifth year of operation in March of 2023. In doing so, JCFBN has become a leading community based organization (CBO) serving persons experiencing homelessness, and has engaged churches, businesses, other CBOs and diverse individuals throughout Jefferson County to collaborate in caring for these vulnerable County residents.

The JCFBN informs and transforms the community with Christian compassion, through convening and supporting collaboration among churches and community partners, and through delivery of services to those in need. JCFBN works to develop and maintain community sensitivity toward those less fortunate, and to support the most vulnerable through providing a path toward stability and self-sufficiency. Current JCFBN programs include: Community Food Network (food distribution program), LINC Madras (emergency assistance and referral to community resources), winter warming shelter, Pearson's Crossing (a refuge of hope for women seeking transformation and life recovery/rest), Healing Light (Christian parent/family development and mentoring program), and the annual "Our Community" event which brings together service providers and those in need, and monthly network meetings for community

collaboration.

The proposed project is an extension of current services, so existing staff and volunteers are positioned to implement shelter operations at the Madras Homeless Services Center upon opening on January 1. Recruitment for the new staff position will begin in Fall of 2023.

Expected Challenges:

We know that this project will not be easy. Please explain areas you are expecting challenges with your project and explain your plan(s) for overcoming expected challenges.

The most significant challenge for this project is securing sufficient operating revenues to support ongoing shelter operations annually, including potential future expansion to year-round shelter services. The current operations budget model is reliant on unpredictable funding, including state/federal shelter operations funding, as well as community support, fundraising and grant writing.

The plan to overcome this challenge includes:

- Partnering with the Homeless Leadership Coalition, COIC and NeighborImpact to advocate for increased/stable shelter operations funding to support expanded capacity funded through EO 20-23.
- Continue to grow the JCFBN donor base, grant writing capacity and overall development plan.
- Explore and develop enhanced partnerships for service delivery, in order to defray JCFBN direct costs.

A secondary challenge is growing the capacity for JCFBN to operate and expand services. In order to implement year-round Homeless Services Center operations, the JCFBN will need to hire an additional staff person, develop facility policies, and implement operations and maintenance procedures in order to ensure appropriate maintenance of the shelter facility. The plan to address this challenge will include technical support from the City of Madras and from NeighborImpact, and JCFBN staff training in facility management and operations.

Success Measures, Outcomes, and Impacts:

Explain what success will look like, for you, in your project.

Short term success is defined as completion of the shelter construction project and launch of services on or before January 10, 2024.

Longer terms success is defined as:

- Bringing online a safe, accessible and welcoming shelter and support service environment for those experiencing houselessness.
- Services that are designed for and accessed by all populations, including BIPOC, veterans, LGBTQ+, and other subpopulations that are disproportionately more likely to experience unsheltered homelessness in Madras and Jefferson County.
- The Homeless Services Center serves as a foundation to continue to improve services for struggling populations, potentially including year-round shelter services and/or transitional housing/rehousing of homeless individuals and families.

- That the Madras Homeless Services Center services and programs are a key component of the Central Oregon region's homelessness response.

Relevant Milestones:

Please review the list of milestones and system improvements actions starting on page 15 of the following document and explain how your project will help contribute to their success:

<https://www.coic.org/wp-content/uploads/2023/04/EO-23-02-Submission-2023-03-31.pdf>

City and JCFBN will contribute to the Action Plan milestones in a number of ways:

- Implementing a project that will help meet the goal of 111 shelter beds by increasing shelter bed capacity in Madras and surrounding rural Jefferson County (29 shelter beds).
- Participate in MAC meetings as appropriate, to share information on successful strategies and barriers.
- Active engagement in deal-making/partnership brokering as appropriate.
- Requesting TA during project as needed to ensure successful completion of project and compliance with funding expectations.
- Project completion within the EO 2302 timelines (January 10, 2024).
- Once open/operational, participation in HMIS Data Quality component, Coordinated Entry, Case Manager check-ins, and other collaborative opportunities.
- Contributing to the final report on goals met, projects complete, and lessons learned.
- Participation in efforts to secure future funding to support shelter operations and expansion.

Additional Help:

Are you interested in receiving technical assistance help with program implementation, reporting, fiscal administration, etc.?

true

Help Requested:

How would you like us to help you?

The City of Madras and Jefferson County Faith Based Network are interested in training and technical support on EO 23-02 reporting expectations, OPUS system usage, draw requests and related requirements.

The City and JCFBN are also interested in technical support in regard to developing and securing ongoing operations funding, in order to expand shelter services to meet current and future community needs.

Schedule 1.2

Schedule of Services

Subrecipient will perform the Services in accordance to the following schedule:

See Attached PDF. Madras Emergency Shelter – Master Schedule

Madras Emergency Shelter - Master Schedule



Task Name	Start Date	End Date	2022												2023												2024											
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 Procurement Processes	09/05/22	11/17/22	Procurement Processes																																			
9 Projects Design Process	08/08/22	03/31/23	Projects Design Process																																			
17 Permitting Process	12/12/22	04/07/23	Permitting Process																																			
24 Owner Representative Contract	04/24/23	01/10/24	Owner Representative Contract																																			
25 Negotiate Contract	04/24/23	05/19/23	Negotiate Contract																																			
26 Council Execute Contract	05/23/23	05/23/23	Council Execute Contract																																			
27 Compass Provides Owner Rep Services	05/23/23	01/10/24	Compass Provides Owner Rep Services																																			
28 Building Construction Schedule	04/21/23	12/27/23	Building Construction Schedule																																			
29 Site Clearing & Grubbing	04/21/23	05/12/23	Site Clearing & Grubbing																																			
30 Site Prep / Building Pad / Utilities	05/12/23	06/23/23	Site Prep / Building Pad / Utilities																																			
31 Foundations	06/02/23	06/30/23	Foundations																																			
32 Structure	06/30/23	09/08/23	Structure																																			
33 Building Envelope	08/11/23	10/18/23	Building Envelope																																			
34 Finishes	09/06/23	11/29/23	Finishes																																			
35 Hardscape and Landscaping	10/18/23	12/13/23	Hardscape and Landscaping																																			
36 Punchlist	11/29/23	12/27/23	Punchlist																																			
37 Oak Street Improvements	05/23/23	11/22/23	Oak Street Improvements																																			
38 Architectural and Engineering Design	05/23/23	06/26/23	Architectural and Engineering Design																																			
39 Contractor Review and Pricing	06/27/23	07/24/23	Contractor Review and Pricing																																			
40 Procurement & Site Remediation	07/25/23	09/04/23	Procurement & Site Remediation																																			
41 Oak Street Grading & Utilities	09/05/23	10/02/23	Oak Street Grading & Utilities																																			
42 Oak Street Place & Grade Rock	10/03/23	10/09/23	Oak Street Place & Grade Rock																																			
43 Oak Street Curbs and Sidewalks	10/10/23	10/16/23	Oak Street Curbs and Sidewalks																																			
44 Oak Street Paving	10/17/23	10/18/23	Oak Street Paving																																			
45 Oak Street Striping & Signage	10/19/23	10/25/23	Oak Street Striping & Signage																																			
46 Oak Street Landscaping	10/26/23	11/22/23	Oak Street Landscaping																																			
47 Project Closeout	11/01/23	01/10/24	Project Closeout																																			
48 FF&E	11/29/23	12/27/23	FF&E																																			
49 System Testing & Commissioning - Final	11/01/23	12/13/23	System Testing & Commissioning - Final																																			
50 Move-In	12/27/23	01/10/24	Move-In																																			

Schedule 2.1

Compensation and Reporting

COIC will pay Subrecipient in accordance with the following compensation schedule:

1. Compensation.**A. Monthly Invoice**

- a. Subrecipient will submit monthly invoices to COIC concerning the Services performed by Subrecipient during the immediately preceding month (each an “Invoice”). Each Invoice will contain the following information as applicable to the project:
 - i. a summary of the Services performed by Subrecipient;
 - ii. the number of hours each person spent to perform the Services;
 - iii. the applicable hourly billing rates;
 - iv. related invoices from vendors and subcontractors; and
 - v. any other information reasonably requested by COIC.

COIC will pay the amount due under each Invoice within thirty (30) days after COIC has reviewed and approved the applicable Invoice. No compensation will be paid by COIC for any portion of the Services not performed. COIC’s payment will be accepted by Subrecipient as full compensation for performing the Services to which the applicable Invoice relates.

B. Disbursements Generally

- a. COIC shall disburse the Grant Funds upon receipt and acceptance of Grantee’s disbursement request according to the following schedule:
 - i. Grant Funds may be requested monthly for reimbursement of project costs.

C. Advancement of Funds

- a. For Subrecipients requesting cash advances, the Subrecipient must submit advance payment request to cover projected costs incurred within a reasonable time period. Subrecipient will provide a reporting of actual expenditures – separated by line item and fund source – each month, within 15 days of month end. Subsequent advances may be adjusted to reflect reconciliation of prior month advances to actual expenditures.

2. Financial Billing Requirements

- a. **Billing Due Dates.** Subrecipient shall submit to COIC’s Fiscal Contact all contract billings by the 15th day of the month following the period billing, but no less frequently than monthly. Subrecipient shall submit billing workbooks and cash request forms as created and provided by COIC for monthly and final billings, including all required signatures. The payment request shall include a reporting of actual expenditures – separated by line items and fund source.

- b. Final Billing for Close-Out.** All Contract billings shall be submitted by 30 days after end of contract. This will constitute the final contract billing request for the Contract. No charges submitted more than 30 days after end of contract will be reimbursed. COIC may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with the agreement.

- 3. See Attached PDF.** Subrecipient Budget

Madras Homeless Services Center Project

Updated: 5/8/23

Expense Category	Notes	Cost/Estimate	CDBG Grant	DAS/Sen.	City \$	Total Secured	Deficit/Gap	EO2302
			Contract Budget	Findlay Contract	Committed	funding		Request
Land Acquisition	Actual/Complete	\$206,598	\$206,598			\$206,598	\$0	\$0
Architectural	BLRB Contract Amount	\$395,195	\$395,195			\$395,195	\$0	\$0
Construction	2KG Base Bid Amount	\$2,410,000	\$1,088,862	\$750,000	\$226,571	\$2,065,433	-\$344,567	\$344,567
Additional Site Entry, Roadway and Parking Lot (Design/Const.)	Estimated	\$500,000				\$0	-\$500,000	\$500,000
Construction Contingency	10% of construction	\$280,000	\$280,000			\$280,000	\$0	\$0
Geotech Contract for Road design	Contract Amount	\$15,969				\$0	-\$15,969	\$15,969
Construction Manager	Estimated	\$100,000				\$0	-\$100,000	\$100,000
Prevailing Wage Monitoring and Enforcement	Contract amount	\$20,000	\$20,000			\$20,000	\$0	\$0
Environmental Review	Actual/Complete	\$19,113	\$19,113			\$19,113	\$0	\$0
CDBG Grant Administration	Contract amount	\$35,000	\$35,000			\$35,000	\$0	\$0
SDCs	Estimated	\$31,000			\$31,000	\$31,000	\$0	\$0
Furnishings, Fixtures and Equipment	Estimated	\$140,029			\$40,029	\$40,029	-\$100,000	\$100,000
Legal	Estimated	\$5,500	\$5,500			\$5,500	\$0	\$0
Audit	Estimated	\$5,000	\$5,000			\$5,000	\$0	\$0
Permits	Estimated	\$30,000	\$30,000			\$30,000	\$0	\$0
BOLI Fee	Actual/Complete	\$2,400			\$2,400	\$2,400	\$0	\$0
Total		\$4,195,804	\$2,085,268	\$750,000	\$300,000	\$3,135,268	-\$1,060,536	\$1,060,536

EXHIBIT A

Contractor Insurance Requirements

GENERAL.

Contractor (including its subcontractors, agents, etc.) shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force, through annually renewing policies, throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to State. Contractor shall not start work described herein until the insurance is in full force.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 per accident, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease must be included.

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

Bodily Injury, Death and Property Damage: \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence), \$4,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State: Bodily Injury, Death, and Property Damage:

\$2,000,000 per accident (for all claimants for claims arising out of a single accident or occurrence).

iv. **PROFESSIONAL LIABILITY INSURANCE.** Professional liability insurance with limits of not less than \$1,000,000 per claim, and \$2,000,000 in the aggregate.

ADDITIONAL INSURED. The Commercial General Liability Insurance, Automobile Liability and any Umbrella/Excess Liability insurance must include the Central Oregon Intergovernmental Council, its

officers, employees, and agents as Additional Insureds but only with respect to the contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) the Contractor's completion and COIC's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and COIC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COIC approval is granted, the Contractor shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR NON-RENEWAL. Contractor or its insurer must provide 30 days' written notice to COIC before cancellation of or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Contractor shall provide COIC a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

Exhibit B Oregon Public Contract Provisions

1.DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

2.INSPECTIONS: Agency may inspect and test the Goods and related Services (collectively, Goods). Agency may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Agency may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Agency's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

3.PAYMENT: Agency shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later. If Agency fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.

4.STATE PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the State may pay such claim and charge that payment against any payment due to the Contractor under this PO. The State's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5.REPRESENTATIONS AND WARRANTIES: Contractor represents and warrants that: (a) the Goods are new, current, and fully warranted by the manufacturer; (b) Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture; (c) Contractor shall comply with the tax laws of this state and all political subdivisions; and (d) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the State.

6.TERMINATION: (i) The Parties may terminate this PO by mutual agreement. (ii) Agency may terminate this PO at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and Agency shall pay Contractor for Goods delivered and accepted. (iii) Agency may terminate this PO at any time if Agency fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any PO provision, including the representations and warranties related to liquidated and delinquent debt, or is declared insolvent, Agency may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.

Failure to comply with the tax laws of this state or any political subdivision or violation of Contractor's warranties related to compliance with the tax laws of this state and any political subdivision of this state also constitutes a material breach of this PO. Any violation entitles Agency to terminate this PO, to pursue and recover any and all damages that arise from the breach and the termination of this PO, and to pursue any or all of the remedies available under this PO, at law, or in equity, including but not limited to: termination of this PO in whole or in part; collection by administrative offset or garnishment, if applicable, or withholding amounts otherwise due and owing to Contractor without penalty.

7.HOLD HARMLESS: *Contractor shall indemnify, defend, and hold harmless the State and its agencies, their divisions, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the intentional misconduct, recklessness or negligent activities of Contractor, its officers, subcontractors, agents, or employees under this PO.*

8.GOVERNING LAW, JURISDICTION, VENUE: This PO is governed by Oregon law, without resort to any other jurisdiction's laws. Any claim, action, suit, or proceeding between the State and the Contractor that relates to this PO (Claim) must be heard exclusively in the Circuit Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the *in personam* jurisdiction of these courts. *Neither this Section nor any other provision of this PO is a waiver by the State of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or consent to the jurisdiction of any court.*

9.FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. Agency may terminate this PO without liability to

Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10.ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Agency. This PO's provisions are binding upon and inure to the benefit of the Parties to the PO and their respective successors and assigns.

11.ACCESS TO RECORDS: Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant the State and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives, access to the Records, including reviewing, auditing, copying, and making transcripts.

12.COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) ORS 279B.020, , and 279B.270; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Agency's performance is conditioned upon Contractor's compliance with, 279B.220, 279B.225, 279B.230, and 279B.235, as applicable. All applicable Rules are incorporated by reference in this PO.

13.WORKERS' COMPENSATION: Contractor shall comply with ORS

656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14.SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15.MATERIAL SAFETY DATA SHEET: Contractor shall provide Agency with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16.RECYCLABLE PRODUCTS: Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO. These products shall include recycled paper, recycled PETE products, other recycled products (ORS 279A.010(1)(gg),(hh),(ii)), and other recycled plastic resin products.

17.AMENDMENTS: All amendments to this PO must be in writing, signed by Agency.

18.SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the Parties remain in effect.

19.WAIVER: Agency's failure to enforce any provision of this PO is not a waiver or relinquishment by Agency of its rights to such performance in the future or to enforce any other provisions.

20.AWARD TO FOREIGN CONTRACTOR: If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this PO. Agency may withhold final payment under this PO until Contractor has met this requirement.

21.TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

Exhibit C

1. **See Attached PDF.** State of Emergency Due to Homelessness Agreement No. OR-503
2. **See Attached PDF.** Central Oregon Executive Order 23-02 Community Plan Overview.

Grant Agreement

State of Emergency Due to Homelessness

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Central Oregon Intergovernmental Council (“Recipient”), each individually a “Party,” and collectively the “Parties.”

1. Effective Date and Duration

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on January 10, 2024, unless extended or terminated or sooner under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

2. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

- a. On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to rapidly expand the State’s low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. All executive state agencies are authorized, upon further direction from Governor Kotek and the Governor’s office, to take any actions authorized under the provisions set forth in ORS 401.168 through ORS 401.192. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor.
- b. During the 2023 Session of the Oregon Legislature, Agency was awarded funding from House Bill 5019, subject to passage and approval. Agency was appropriated funding for both the Biennium ending on June 30, 2023, and the Biennium beginning on July 1, 2023. Agency will grant funding from this bill through a variety of agreements to further the objectives of Executive Order 23-02, including by granting funds under this Agreement.
- c. All references to “days” in this Agreement shall mean calendar days.

3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed \$13,874,565.00 (the “Grant Funds”), as follows:

- 3.1 On full execution of this Agreement by the Parties and, when required, approval by the Oregon Department of Justice, Agency will issue a Notice of Allocation (“NOA”) to Recipient,

pursuant to which Recipient will submit a request for funds and Agency will make a lump-sum payment to Recipient in the amount of \$3,661,343.54 (the “Initial Payment”), which Recipient will expend in accordance with the NOA. Recipient may use such funds to reimburse Authorized Expenses that were incurred by Recipient at any time during the period from January 10, 2023 to January 10, 2024 (the “Performance Period”).

3.2 After July 1, 2023, and following expenditure of the Initial Payment by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for additional Authorized Expenses up to the amount of \$10,213,221.46 (the “Additional Allotment”), following receipt of requests by Recipient for such reimbursement. The total Grant Funds amount will equal the Initial Payment amount plus the Additional Allotment amount. Funds from the Additional Allotment will only be used to reimburse Authorized Expenses incurred from July 1, 2023 until the end of the Performance Period (January 10, 2024). Each such reimbursement request will be made following, and in accordance with, a NOA issued by Agency to Recipient, including, but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.2 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may, by mutual agreement, modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including, but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

4. Grant Activities

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including, but not limited to any performance measures set forth in Exhibit A.

5. Authorized Representatives

5.1 Agency’s Authorized Representative is:

Mike Savara
725 Summer Street NE, Suite B
Salem, OR 97301
Mike.Savara@hcs.oregon.gov

5.2 Recipient’s Authorized Representative is:

Scott Aycock
1250 NE Bear Creek Rd
Bend, OR 97701
scotta@coic.org

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

6. Online Systems

- 6.1** Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.
- 6.2** As a condition of use of the Sites, Recipient and its subrecipients (collectively, “User”) agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.
- 6.3** Use of the Sites for additional reported “local” program data is at the Recipient’s and subrecipients’ own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.
- 6.4** Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.
- 6.5** Recipient understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.
- 6.6** Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

7. Headings

The headings or captions in this Agreement are for convenience only and in no way define, limit, or describe the intent of any provisions of this Agreement.

8. Amendments

The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever, except in writing by Agency.

9. Nonexclusive Remedies Related to Funding

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to Agency about Recipient's performance under this Agreement as well as timely satisfying all Agreement obligations relating to any Grant Funds.

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

10. Independent Contractor Relationship

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

11. Access to Records

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

12. Compliance with Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable law.

13. Contribution

13.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 13 with respect to the Third Party Claim.

13.2 With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

13.3 With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

13.4 Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnatee are subject to compliance with applicable provisions of ORS chapter 180.

14. Recipient Default

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

14.1 Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including, but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or

14.2 Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient’s performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

14.3 Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before January 10, 2024, as determined by Agency in its sole discretion.

15. Agency Default

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

16. Remedies

16.1 In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to

perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

16.2 Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

16.3 In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 16.2, Recipient shall promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Funds

17.1 If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such

amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

17.2 Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including, but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

18. Termination

18.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

18.2 Agency may terminate this Agreement as follows:

18.2.1 Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

18.2.2 Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

18.2.3 If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 16.2 ; or

18.2.4 As otherwise expressly provided in this Agreement.

18.3 Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

18.4 Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

19.1 Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

19.2 Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in Exhibit C.

20. Availability of Funds

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

21. Governing Law

This Agreement shall be governed by and construed and enforced 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 Recipient and Agency or the State of Oregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including, but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

22. Notice.

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

23. Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

24. Intended Beneficiaries

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

25. Assignment

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

26. Subcontracts

Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including, but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

27. Merger; Waiver

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by the applicable Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

28. Counterparts

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

[The remainder of this page intentionally left blank.]

29. Signatures

Oregon Housing & Community Services

DocuSigned by:
Sandra Flickinger
4641B29D2A0B49F...

Signature

Sandra Flickinger, Desig Proc Officer

Printed Name & Title

4/21/2023

Date

Central Oregon Intergovernmental Council

DocuSigned by:
Scott Aycock
779C985BA4A1459...

Signature

Scott Aycock, CED Director

Printed Name & Title

4/20/2023

Date

Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor's early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that are included within the emergency declaration as determined by Agency. Agency will support communities in deploying these funds, including, but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:

1. Prevent homelessness for 8,750 households statewide;
2. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
3. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish objectives 2 and 3 identified above (the "Program"). Objective 1 identified above will be accomplished through other agreements.

2. Grant Activities.

- A. Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities ("Grant Activities") authorized for the purposes of this Agreement.
- B. Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.

- C. Housing Focused.** All activities conducted under this Agreement must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.
- D. No Supplanting of Other Funds.** Recipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or

- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above, provided that:
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND

- Lack the resources or support networks to obtain other permanent housing.

Category 6: Unsheltered Homelessness—Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria at time of initial engagement:
 - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria:
 - **Category 1: Literally Homeless**
 - **Category 2: Imminent Risk of Homelessness**
 - **Category 3: Homeless Under Other Federal Statutes**
 - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
 - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

F. Low Barrier Shelter Requirement. Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low Barrier Shelters: Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly. Recipient may request

technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and
- Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier shelters.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;

- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and
- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services, but otherwise meet the definition of Low Barrier as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. New Shelter Bed Requirement. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. Habitability Requirements. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite

- Hard-surface walls and roofing
- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

I. Use of Grant Funds. Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

- A. Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.
- i. **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - ii. **Conversion** means the process of changing or causing to change from one form to another; changing the function of a piece of property from one use to another.
 - iii. **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
- B. Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- C. Street outreach services, including housing navigation and placement services
- D. Sanitation services
- E. Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported with various needs.

For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial

assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.

- F. Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- i. Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
 - ii. Board expenses (excluding meals);
 - iv. Planning and implementation of MAC group infrastructure
 - v. Organization-wide membership fees and dues specific to the Program;
 - vi. General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
 - vii. Equipment rental/purchase, insurance, utilities, and IT costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

3. Program Specific Reporting.

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved, in writing by Agency in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during, the Performance Period and all other reportable information relating to the Performance Period:

- (1) Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Report is due 20 days following the end of each month and uploaded into Procorem. The System Query data may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (2) Monthly Housing Inventory (HIC) Bed/Unit Inventory updates must be 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.
- (3) Quarterly Aggregated Activity Reports using the SAP Business Objects OHCS Quarterly Report are due 20 days following the end of each quarter. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov. The Quarterly Aggregated Activity Report may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (4) Biannual System Performance Measure Reports (SPMs) for the CoC and for All-in funded projects (Reporting Group) are due 20 days following the end of each month. These are "canned" reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and share these reports will be provided by Agency. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.
- (5) Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days of June 30, 2023. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.
- (6) If Recipient uses funds under this Agreement to add new shelter bed capacity, Grantee must submit a narrative update in a manner prescribed by Agency within 20 days of the end of each month during which such new shelter bed capacity is being added.
- (7) Recipient shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the performance period (January 10, 2024) unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period (January 10, 2024), unless otherwise stated.

5. Restrictive Covenants for Shelter Facilities

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the “Facilities”) and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the “Restrictive Use Period”).

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient’s expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this

requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	Definition	Minimum Period of Use
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years
Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years

* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or

other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

Agreement No. OR-503

Exhibit B
Regional Plan

Regional Planning Template and Funding Request



OR-503 (Central Oregon CoC)

Contents:

- [Overview](#)
- [Process](#)
- [Data Collection](#)
- [Community Analysis](#)
- [Goal Setting](#)

Overview

On January 10, 2023, Governor Tina Kotek declared a state of emergency in response to a 63% rise in homelessness since 2016. Oregon’s Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

The initial priority in this crisis is to target funding in a coordinated, three-prong effort to 1) **prevent homelessness** for at least 8,750 households statewide, 2) **increase shelter capacity** in emergency areas by 600 units, and 3) **rehouse** at least 1,200 households statewide this year.

The Oregon Housing and Community Services Department will deliver \$130,000,000 in funding to seven of Oregon’s Continuums of Care (CoCs) deemed emergency areas. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the year, state partners will support regional and community partners in the emergency areas to:

- Phase 1: January-February**
 - Determine additional state funding opportunities for unsheltered homeless services
 - Establish and begin managing MAC (multi-agency coordination) teams
- Phase 2: February-March**
 - Determine regional impact and needs
 - Gather community priorities
 - Project this year’s progress and possibility
 - Set goals and milestones
 - Confirm draft regional plan
- Phase 3: March-April**

Agreement No. OR-503

- Determine local capacity for approved plan
- Identify outstanding support and resource needs
- Develop local implementation plans

Phase 4: April-December

- Monitor systems improvement
- Iterate on regional plan and strategies

- Support continuous quality improvement

Phase 5: August-December

- Document lessons learned
- Determine regional impact for 2023 and 2024 needs
- Celebrate and build on successes for 2024 planning

This **Regional Planning Template and Funding Request** is the framework for Phase 2 and is designed to support regional planning and streamline the state's funding process for homeless services under EO-23-02.

Process

In February 2023, OHCS and OEM will convene regional and local leaders to provide an overview of Phase 2: Regional Planning and Funding Requests. This document covers the three steps of Phase 2:

- 1) Data Collection
- 2) Community Analysis
- 3) Goal Setting

This document can be used as a guide throughout Phase 2 and as a repository for qualitative data and community decisions and plans. State partners have attached an editable spreadsheet to this document, which will serve to collect data and automate calculations and projections necessary to the planning and funding process. Phase 2 is outlined below with items captured in the spreadsheet noted with an *.

Data Collection

- Partners*
- Population*
- Services*

Community Analysis

- Stakeholder Engagement
- Data Review
- Impact Analysis

Community Priorities

- Unmet Needs

Goal Setting

- Priority Strategies
- Projections*
- Confirm Goals
- Milestones

Data Collection

Early in this phase of work, MAC teams and CoCs are encouraged and can be supported in seeking input from people with lived expertise and/or experience of homelessness (people who have or who are currently experienced of homelessness). This input should be prioritized in discussion and decision-making. State agencies and technical assistance providers are available to support this coordination as needed upon request through MAC teams. The region's spreadsheet* should be used to capture a comprehensive list of partners and expertise engaged in Phase 2.

The data collection work outlined below requires the accompanying spreadsheet where MAC teams will collect the data necessary to inform local projections, analysis, and priorities. Use of the spreadsheet is noted with an asterisk (*) throughout this template.

Partners

MAC teams will work with Continuums of Care to identify key partners in regional and local strategic planning for unsheltered homeless services to inform stakeholder engagement from the beginning of the regional process. Given the critical systems operations and service provision already underway, communities may elect to have representatives to this process to share information for and with multiple stakeholders and coalitions.

The initial data and impact analysis* offered by state partners should inform whether and which additional partners should be invited to the table, particularly those representing communities and subpopulations who are disproportionately impacted by unsheltered homelessness in each region.

During the data collection process in Phase 2, MAC teams and CoCs should prioritize community engagement efforts identify preexisting connections or plan for outreach to culturally specific service providers, identity- and interest-based community groups, community organizers, and other formal and informal representatives of disproportionately impacted groups across the region.

This engagement and partnership should be prioritized over the quantitative data outlined below in Phase 2 because their specific perspectives will significantly improve the efficacy of the community's strategies given the disparate impact of the crisis on their communities and their resulting expertise.

Population

State partners have documented* each CoC's 2022 Point-in-Time data as well as each CoC's census data to better understand the impact of unsheltered homelessness at the subpopulation level in each region. Through the contracting process, MAC teams will be asked to coordinate HDX 2.0 access for state agencies to establish more accurate baselines and projections using annual rather than point-in-time data.

Subpopulation data is captured here based on the following publicly available demographic data for the general population as well as data specific to those experiencing homelessness: household makeup (individual/family), age or service (youth and veterans), and race and ethnicity. This initial data analysis* is intended to highlight which subgroups in the region are at a disproportionately high risk of experiencing unsheltered homelessness. During Phase 2, there is no additional data input or quantitative data analysis required.

The region's data and impact analysis should be shared with partners engaged in the regional planning and funding request process. As information is gathered about the specific challenges, opportunities, and efforts already underway, MAC teams will document and build on that information to inform the region's priority strategies and goals.

Services

All In is focused on three core components of our statewide response to unsheltered homelessness: rehousing people experiencing unsheltered homelessness, preventing unsheltered homelessness, and shelter.

MAC teams will gather and input data* to capture the relevant types of services, units, availability, and costs across the region. This will include all federal, state, local, and philanthropic contributions and funding for shelter, rehousing, and targeted homelessness prevention.

As communities identify priority strategies for each of these three areas, partners will refer to this data to identify capacity restraints and opportunities to invest in additional capacity. State agencies will also use this data to better understand and support communities in navigating unstable funding streams during and preceding the COVID-19 pandemic.

Community Analysis

Part 1: Community Engagement and Data Review

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

The MAC Group has 24 members representing the following agencies across the tri-county region:

- Local jurisdictions (homelessness and EM staff)
- Public housing authority
- Community Action Agency
- Local homelessness agencies
- Rapid rehousing service providers
- Shelter developer/operator
- Behavioral Health Providers
- Healthcare/Federally Qualified Health Center
- Continuum of Care Leadership

- Encouraging MAC members to share the surveys within their networks. We've also encouraged MAC members to help channel feedback in a constructive way, by sharing information from meetings within their networks and soliciting feedback and elevating that to the broader MAC group.
- Informal Vertical Feedback (similar to Lane County)

New website (www.coic.org/EO2302/) –

- EO 23-02 language
- MAC roster
- Zoom links to attend MAC meetings, links to meeting materials, and recordings of MAC meetings
- Regional Planning Template
- All in Workbook
- Google Surveys
- Contact information for COIC Staff

Agreement No. OR-503

Google Surveys – sent to 700+ people throughout Central Oregon to capture information on Community Priorities and Goal Setting.

- Over 150 responses to Community Priorities Survey
- Over 35 responses to Project Concepts Survey

The MAC is also leveraging information collected in past outreach efforts, like information gleaned from the comprehensive Emergency Homelessness Task Force (Deschutes County) process in 2021, which you can learn more about here: <https://www.houselessindeschutes.org/>. The Emergency Homelessness Task Force informed a strategic plan, which can be found here: <https://www.houselessindeschutes.org/our-plan-to-solve-homelessness>. Redmond Service Providers, with partnership with Rogue Retreat, collected input from Service Providers in 2021, which was considered as well. The Continuum of Care does regular outreach and receives feedback from culturally and population-specific providers, which was considered in this process. The Oregon Homeless Youth Needs Assessment and System Modeling was also considered.

- 2) MAC teams and CoCs will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

HMIS Data, State-provided PIT Data, McKinney-Vento Youth Homelessness Data, Census Data

Discussions with and feedback from subpopulation specific providers – J Bar J, COVO, Latino Community Association, Council on Aging

Part 2: Impact Analysis

- 3) How many people experiencing unsheltered homelessness did your Continuum of Care region house in 2022?
HMIS

111 people reported their last living situation was an unsheltered situation, before entered a program, and then moved into permanent housing.

36 head of households, who have experienced unsheltered homelessness became housed through an EHV.

29 of the head of households were housed through an EHV in 2022.

2 housed EHV holders who had experienced unsheltered homelessness returned to homelessness in 2022 and 2023.

- 4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

Agreement No. OR-503

Context: In 2022, our Continuum saw 1096 people engage with the homelessness response system who were experiencing unsheltered homelessness (living in a place not meant for habitation)

- a. Subpopulation 1: BIPOC, specifically Black, Pacific Islander, and Indigenous peoples
 - b. Subpopulation 2: Medically-Vulnerable individuals
 - c. Subpopulation 3: LGBTQ+ Youth
- 5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?
6% (2022 System Performance Measures)
- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?
6% (2022 System Performance Measures)
- 7) On average, how many people experiencing unsheltered homelessness does your Continuum of Care region exit to permanent housing each month?
9 People
- 8) What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your Continuum of Care region?
a. Subpopulation 1: Latino Community Association, Warm Springs Street Outreach and Emergency Shelter, Oregon Worker Relief Fund
b. Subpopulation 2: Central Oregon Council on Aging, Assisted Living Facilities, Mosaic Medical Community Health Workers
c. Subpopulation 3: J Bar J Youth Services
- 9) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?
a. Subpopulation 1: Latino Community Association, Warm Springs Navigation Center, The Father's Group, Mosaic Community Health Workers, Best Care, Oregon Human Development Corporation, NeighborImpact, Thrive
b. Subpopulation 2: Central Oregon Council on Aging, Assisted Living Facilities, Mosaic Community Health Workers, Thrive Central Oregon, Abilitytree, NeighborImpact, Thrive
c. Subpopulation 3: J Bar J Youth Services, Deschutes County Mental Health Youth and Young Adults, FAN, Best Care, Rimrock, NeighborImpact, Thrive

Agreement No. OR-503

Part 3: Community Priorities

10) Please select **all** local needs that are immediate and major barriers to your Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability. (25% or more of respondents selected the following answers as their top priorities)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Housing Affordability | <input type="checkbox"/> Project-based rental assistance |
| <input checked="" type="checkbox"/> Emergency Shelter Shortage | <input checked="" type="checkbox"/> Housing Choice Vouchers |
| <input checked="" type="checkbox"/> Street Outreach Services | <input type="checkbox"/> Targeted subsidies |
| <input checked="" type="checkbox"/> Affordable Housing Landlord Engagement | <input checked="" type="checkbox"/> Rent buy-down |
| <input checked="" type="checkbox"/> Substance Use Disorder Care and Services | <input type="checkbox"/> Family reunification transportation assistance |
| <input checked="" type="checkbox"/> Mental Health Care and Services | <input checked="" type="checkbox"/> Flexible emergency funding |
| <input checked="" type="checkbox"/> Rapid Rehousing Projects | <input type="checkbox"/> Food security payments |
| <input checked="" type="checkbox"/> Service Providers – Organizational Capacity | <input type="checkbox"/> Marketing materials |
| <input checked="" type="checkbox"/> Service Providers – Staff/Salary | <input checked="" type="checkbox"/> Operating costs |
| <input type="checkbox"/> Service Providers – Specific Expertise | <input type="checkbox"/> Other flexible forms of financial assistance |
| <input checked="" type="checkbox"/> Medical Care | <input type="checkbox"/> Other renovations |
| <input checked="" type="checkbox"/> Skilled Nursing Facility Care | <input checked="" type="checkbox"/> Peer support Services |
| <input type="checkbox"/> Nursing Home Shortage | <input type="checkbox"/> Planning and development |
| <input type="checkbox"/> Manufactured Housing | <input checked="" type="checkbox"/> Project management |
| <input checked="" type="checkbox"/> Housing Development | <input type="checkbox"/> Repairing damages |
| <input type="checkbox"/> Flexible System Funding/Costs | <input type="checkbox"/> Room and board payments |
| <input type="checkbox"/> Cleaning or maintenance (e.g., hoarding prevention) | <input checked="" type="checkbox"/> Security deposits |
| <input checked="" type="checkbox"/> Housing-focused Case Management | <input checked="" type="checkbox"/> Service coordination and integration |
| <input checked="" type="checkbox"/> Housing problem-solving assistance | <input type="checkbox"/> Signing bonuses |
| <input checked="" type="checkbox"/> Conflict mediation Services | <input checked="" type="checkbox"/> Staffing |
| <input checked="" type="checkbox"/> Housing Navigation Services | <input type="checkbox"/> Transportation assistance |
| <input type="checkbox"/> Tenant-based rental assistance | |

8

Agreement No. OR-503

11) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: BIPOC - Peer Support, Service Coordination/Integration, Housing Problem-Solving Assistance, Flexible Emergency Funding, Street Outreach, Housing Affordability
- Subpopulation 2: Medically Vulnerable - Medical Care, Skilled Nursing, Flexible Emergency Funding, Housing Affordability
- Subpopulation 3: LGBTQ+ Youth - Emergency Shelter Shortage, Rapid Rehousing, Street Outreach, Housing Affordability, Conflict Mediation Services, Peer Support, Housing Focused Case Management, Mental Health, Medical Care, Flexible Emergency Funding

12) Please list the region's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

1. Most Urgent: Housing Affordability (77.9% of Respondents)
2. Urgent and Critical: Mental Health Care and Services (68.8% of Respondents)
3. Time Sensitive and Very Important: Emergency Shelter Shortage (59.7% of Respondents)
4. Not Time Sensitive but Very Important: Substance Use Disorder Care and Services (55.8% of Respondents)
5. Important: Rapid Rehousing Projects (39.6% of Respondents)

Goal Setting

Each region will determine priority strategies that will target its All In investments across its three goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your region, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

Part 1: Strategies to prevent unsheltered homelessness

Technical assistance and support to integrate **housing problem-solving into street outreach.**

- Flexible emergency funding
- Room and board payments
- Transportation assistance
- Food security payments
- Other flexible forms of financial assistance

Offering flexible housing-related funding for institution-involved families, youth, and single adults who formerly exited or are currently exiting a publicly funded child welfare and foster care, juvenile and adult corrections, long-term care, health, and mental health and substance use treatment facility by providing flexible funding that to reduce housing instability. Eligible activities include:

- Housing-focused case management
- Service coordination and integration
- Targeted subsidies
- Flexible emergency funding
- Room and board payments
- Transportation assistance
- Food security payments
- Other flexible forms of financial assistance

Funding encampment-specific prevention and shelter diversion to permanent housing or family reunification (if safe and appropriate) to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. Eligible activities include:

- Housing-focused outreach
- Housing-focused case management
- Family reunification transportation assistance
- Housing problem-solving assistance
- Flexible emergency funding

Offering flexible housing-related funding for older adults and people with disabilities – including people with mental health conditions and/or substance use disorders –to reduce housing instability by providing access to housing-related home- and community-based services. Eligible activities include:

- Housing-focused case management
- Service coordination and integration
- Targeted subsidies

Expand or establish geographically robust street outreach efforts that provide access to the full menu of services available in your community. Eligible activities include:

- Service coordination and integration
- Harm reduction training
- Peer support
- Housing problem-solving assistance
- Conflict mediation
- Family reunification transportation assistance

Part 2: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness

Technical assistance and support to re-evaluate current emergency shelter rules that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

- Related soft costs
- Replacement reserve

Expand non-congregate shelter through acquisition and development through the following eligible activities:

- Acquisition of existing structure or vacant land
- Demolition costs
- Development hard costs
- Site improvements

Expand emergency shelter bed capacity through the following eligible activities:

- Major rehabilitation
- Conversion
- Other renovation

Part 3: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness

Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- Planning and development
- Marketing materials
- Holding fees
- Signing bonuses
- Security deposits
- Rent buy-down

Technical assistance and support to analyze your Continuum of Care region's funding portfolio to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

11

Agreement No. OR-503

Repairing damages

Develop and implement a **master leasing program**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Project-based rental assistance
- Housing-focused case management
- Third-party inspection services
- Operating costs

Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Tenant-based rental assistance
- Housing-focused case management
- Third-party inspection services

Goals

Please identify what goals your Continuum of Care is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

Increase shelter capacity
Our CoC Region will add a minimum emergency shelter beds by this date: 1/9/2024.

Rapidly rehouse
Our CoC Region will rapidly rehouse people experiencing unsheltered homelessness by this date: 1/9/2024.

Milestones

Please provide a timeline of milestones your Continuum of Care region proposes to mark progress, evaluate strategies, and improve operations to achieve the identified above, contingent on funding, in partnership with OHCS and OEM.

Agreement No. OR-503

<p>June</p>	<ul style="list-style-type: none"> • Quarterly Check in with MAC Executive Team to measure progress towards goals (HMIS adoption, Coordinated Entry Participation, Subpopulation specific impact, etc.) • MAC Refresh • If properties need to be acquired, acquisition has happened or the process of escrow. • Funded Projects/Programs have begun to serve clients. Case Management, Operations asst. • Develop master leasing program • Develop landlord incentive program and requirements. • Operations funding deployed and some • Emergency shelters up and running. • Subcontractor procurement process determined, if necessary. 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Create landlord incentive program with landlord and agency feedback. • Create master leasing program with agency feedback. • Review opportunities, barriers and progress on meeting goals. Target agencies needing additional support or Technical assistance. • Funding Reserve Assessment
<p>July</p>	<ul style="list-style-type: none"> • Subcontractor contracts in place, if necessary. • Renovations to property have started, if necessary. • New programs participating in HMIS are trained and have begun to input data into the system. • Begin implementing both landlord incentive program and master leasing program. 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Funding Reserve Assessment
<p>August</p>	<ul style="list-style-type: none"> • MAC Refresh • Shelters that are planning to expand capacity are functional and serving clients • Halfway point... 4 months to go. <ul style="list-style-type: none"> ○ Prevention – 100/354 individuals ○ Shelter – 30/81 beds ○ Rehousing – 50/162 households 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Funding Reserve Assessment • Larger scale assessment of what programs have been working what programs need to pivot their approach.

Agreement No. OR-503

September	<ul style="list-style-type: none"> Quarterly Check in with MAC Executive Team to measure progress towards goals Ensure each community in Central Oregon has emergency cold weather sheltering options Ensure newly funded shelter facilities are up and running 	<ul style="list-style-type: none"> MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) HMIS Data Quality Component (monthly) Coordinated Entry & By Name List Progress (monthly) Case Manager Check ins (monthly) Funding Reserve Assessment
October	<ul style="list-style-type: none"> Assembling final reporting on goals met and projects complete Assess future needs and resources MAC Refresh 2 months to go. <ul style="list-style-type: none"> Prevention – 250/354 individuals Shelter – 70/81 beds Rehousing – 120/162 households 	<ul style="list-style-type: none"> MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) HMIS Data Quality Component (monthly) Coordinated Entry & By Name List Progress (monthly) Case Manager Check ins (monthly) Funding Reserve Assessment
November	<ul style="list-style-type: none"> Assembling final reporting on goals met and projects complete Assess future needs and resources Met goals set by state: <ul style="list-style-type: none"> Prevention – 354/354 individuals Shelter – 81/81 beds Rehousing – 162/162 households 	<ul style="list-style-type: none"> MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) HMIS Data Quality Component (monthly) Coordinated Entry & By Name List Progress (monthly) Case Manager Check ins (monthly) Funding Reserve Assessment
December	<ul style="list-style-type: none"> Quarterly Check in with MAC Executive Team to measure progress towards goals Assembling final reporting on goals met and projects complete Assess future needs and resources Lessons learned report Assemble reporting for the state. Work with State on future funding. Ensure we spend total amount and met goals established by the State. Projects should be materially complete 	<ul style="list-style-type: none"> MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) Work with State agencies on sustainably funding programs & projects created by this funding opportunity Work with State to assess All IN efforts when Initiative ends to determine best practices State wide, lessons learned and innovative ideas and concepts that worked or didn't.

Strategies to rehouse 162 unsheltered households

We expect this goal to be our most challenging to meet, and plan to utilize several strategies to meet the State's goals here as well. Acknowledging that Central Oregon has some of the lowest rental vacancy rates in the country, our region's main challenge is in the sheer lack of units to put people in. We are considering the following strategies at a high level to increase the impact of the region's rehousing programs:

- Master Leasing – Currently, housing navigators do not have a pool of master leased units to refer individuals to. Accordingly, there is a high administrative burden in having housing navigators scour the region for available housing. We hope that some of this executive order funding could be utilized to leverage a master lease agreement with a pool of units to increase the efficiency of the system.
- Landlord incentives
 - setting aside funding for rent buy downs,
 - renters insurance,
 - cash incentives,
 - damage repair reserves,
 - and training opportunities for property owners.
- Intensive Housing Focused Case Management to ensure that folks have the wrap around supports they need to remain stably housed.
- As mentioned in the shelter section above, we are designing the funding application to prioritize projects that address underlying disparities in the community. It will include specific questions on potential barriers to success, how projects support members of our community who are disproportionately likely to experience unsheltered homelessness, and how projects will leverage cross-sector partnerships to create the greatest impact.

The following rehousing concepts have been submitted in the project concepts survey (this is not intended to represent a list of approved or prioritized projects, Central Oregon has not officially opened up a funding application or selected sub recipients, yet):

- Purchasing apartment complex in Bend (42 units, acquisition and operating funding)
- Renovated motel in Bend (80 units, requires 5 year master lease)
- Medically Vulnerable Case Management
- Acquire Land and build tiny homes in Bend (10 units, requires acquisition and operating funding)
- Medically Vulnerable/Disabled Case Management
- Homesharing for Veterans (requires funding for renovations)
- Vehicle purchase for outreach in Redmond
- Build tiny homes for Veterans (7 units, capital funding request)
- Create landlord incentive fund
- Barrier Busting/Flexible funding to help get folks through the door
- Housing focused Case Management – moving folks from safe parking/camping into housing.

Current Services

Project Type	Units Available	Total Units	Avg. Cost Per Unit
Emergency Shelter Beds - Adult Only	2	425	\$10,041
Emergency Shelter Beds - Adults with Children	2	68	\$32,164
Emergency Shelter Beds - Youth	0	9	\$63,875
Transitional Housing	2	88	\$44,694
Joint Transitional Housing/Rapid Rehousing	3	4	\$19,009
Rapid Rehousing	1	46	\$7,755
Permanent Supportive Housing	2	21	\$14,584
Other Permanent Housing	Unavailable	14	Unavailable
Housing Choice Vouchers	90	1344	\$7,016

Service Type Slots Available Total Slots Avg. Cost Per Service

Outreach	2	1826	\$1,333
Rental Assistance	Unavailable	672	\$2,931
Case Management	2	186	\$929
Landlord Engagement	Unavailable	Unavailable	Unavailable
Housing Navigation	Unavailable	205	\$2,048

Current Investments

Project Type	City	County	State	Federal	Private	Total
Emergency Shelter Beds - Adult Only	\$3,020,000	\$100,000	\$489,060	\$68,094	\$27,500	\$3,704,654
Emergency Shelter Beds - Adults with Children			\$77,739	\$12,500	\$27,500	\$117,739
Emergency Shelter Beds - Youth	\$20,000		\$210,000	\$330,000	\$25,000	\$585,000
Transitional Housing	\$675,000		\$150,000	\$662,000	\$238,000	\$1,725,000

Agreement No. OR-503

Joint Transitional Housing/Rapid Rehousing		\$76,036		\$76,036
Rapid Rehousing	\$75,000	\$74,734	\$298,934	\$448,668
Permanent Supportive Housing		\$45,738	\$306,268	\$352,006
Other Permanent Housing				\$0
Housing Choice Vouchers		\$9,430,000		\$9,430,000
Service Type				\$0
Outreach	\$45,400	\$75,000	\$204,346	\$426,746
Rental Assistance		\$1,077,377	\$773,067	\$2,409,444
Case Management	\$50,000	\$150,000	\$175,000	\$683,900
Landlord Engagement			\$25,000	\$25,000
Housing Navigation			\$129,905	\$129,905
Total Investments	\$3,865,400.00	\$120,000.00	\$2,349,647.80	\$1,287,900.00
				\$20,114,097.80

Exhibit C
Insurance Requirements

Risk Assessment Insurance Summary

Service Procurement

Summary Document to Assist with Insurance Requirement Template

This risk assessment insurance summary is based off of a risk assessment and is meant to be used as a guide. If a different conclusion is made, document the reasoning.

COMMERCIAL GENERAL LIABILITY:

Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000 .

AUTOMOBILE LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit of not less than \$1,000,000 .

PROFESSIONAL LIABILITY: (For Medical and Health Services)

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than _____ per claim. Annual aggregate limit shall not be less than _____ .

PROFESSIONAL LIABILITY: (For other than Medical & Health Services or IT Services)

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$ 2,000,000 per claim. Annual aggregate limit shall not be less than \$ 4,000,000 .

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per claim.

POLLUTION LIABILITY:

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than _____ per occurrence. Annual aggregate limit shall not be less than _____ .

DIRECTORS AND OFFICERS:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than \$2,000,000 .

CRIME PROTECTION:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than \$3,000,000 .

PHYSICAL ABUSE AND SEXUAL MOLESTATION:

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000 .

MOTOR CARRIER AND CARGO:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

DRONE / UNMANNED AIRCRAFT SYSTEMS (UAS) / UNMANNED AERIAL VEHICLE (UAV) LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

AIRCRAFT LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

AIR CARGO LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

AIRCRAFT AERIAL APPLICATION LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

GARAGE LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

GARAGEKEEPERS LEGAL LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

BAILEE'S:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

MARINE PROTECTION LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

Risk Assessment Insurance Summary

Goods Procurement

Summary Document to Assist with Insurance Requirement Template

This risk assessment insurance summary is based off of a risk assessment and is meant to be used as a guide. If a different conclusion is made, document the reasoning.

COMMERCIAL GENERAL LIABILITY:

Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000 .

NOTES:

Central Oregon

Executive Order 23-02 Community Plan overview



On Jan. 10, 2023, Governor Kotek signed Executive Order 23-02, declaring a state of emergency due to unsheltered homelessness in seven Continuum of Care regions across the state. The Governor chose the regions based on the 2022 Point-in-Time Count data, which showed an increase in unsheltered homelessness of 50% or greater since 2017.

In alignment with the emergency order, the Governor proposed House Bill 5019 to provide a down payment to achieve three actionable goals by Jan. 10, 2024:



A whole-community approach

Oregon’s response to this crisis requires bold action and coordination between government agencies and service providers. That’s why Oregon created Multi Agency Coordination (MAC) Groups, which includes representatives from multiple sectors. Central Oregon Intergovernmental Council (COIC) leads the region’s MAC group. Their membership includes Central Oregon Veterans Outreach, Deschutes County Emergency Management, Crook County Emergency Management, Jefferson County Emergency Management, Deschutes County Coordinated Homeless Response Office, City of Redmond Housing Coordinator, Housing Works, Epic Property Management, LLC, NeighborImpact, Shepherd’s House, Redemption House, Deschutes County Behavioral Health, J Bar J Youth Services, Homeless Leadership Coalition, City of Bend, and Mosaic Community Health.

Executive Order 23-02 Community Plan

The Central Oregon MAC group surveyed people throughout their region to capture information on community priorities and goal setting. They also analyzed information from recent efforts to understand the needs of people experiencing unsheltered homelessness within their community and used the information gathered to develop interventions they laid out in their community plan. The MAC group will review data and amend their plan throughout the year to ensure they meet their region’s goals.

Comparison of unsheltered homelessness and overall population by race in Central Oregon

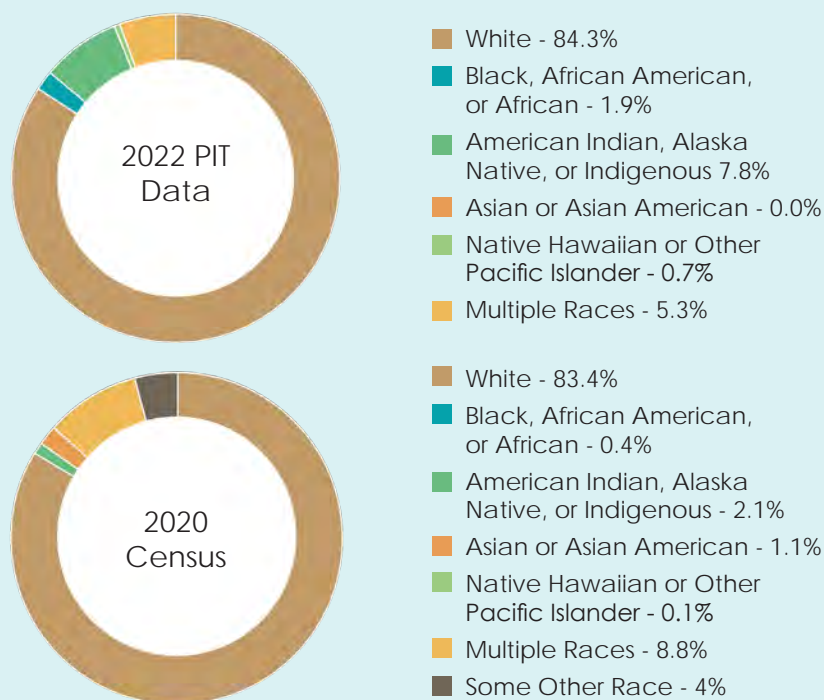
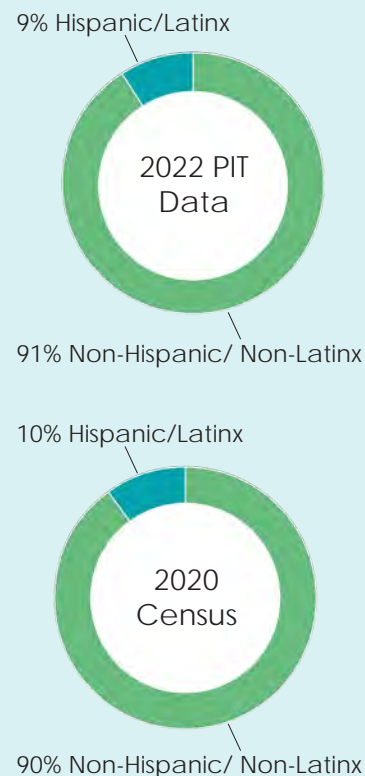


Figure A. Racial disparities within the unsheltered homeless populations in Central Oregon. In this region, 2.1% of all residents self-identify as American Indian, Alaska Native, or Indigenous, while 7.8% of the unsheltered homeless population self-identify that way. The Black, African American, or African population makes up 0.4% of all residents and 1.9% of the unsheltered homeless population. The Native Hawaiian or Other Pacific Islander population makes up 0.1% of all residents and 0.7% of the unsheltered homeless population. Additionally, one out of every 32 people who self identify as Native Hawaiian or Other Pacific Islander experience unsheltered homelessness, compared to one out of every 200 White residents.

Comparison of unsheltered homelessness and overall population by ethnicity in Central Oregon



Rehousing goal

Central Oregon plans to engage in a variety of solutions to resource 161 unsheltered populations. By collaborating with housing providers in the region, they also plan to establish and lease rental units to refer individuals to. Other interventions Central Oregon is considering include unit acquisition and operation, motel conversion, Veteran homesharing, and intensive housing-focused case management to ensure that folks have the wraparound services they need to remain stably housed. Central Oregon has designed their funding application to prioritize projects that address underlying disparities in the community.

Rehouse
161 unsheltered households
by Jan. 10, 2024

Shelter bed goal

To meet their shelter bed goal, Central Oregon is considering several strategies, including site expansion and new site acquisition. Most of the region’s current shelter is concentrated in Deschutes County, specifically Bend, and they intend to increase provider capacity in Crook and Jefferson Counties. Other strategies under consideration include medical respite beds for people to recover from illness or injury but are not ill enough to be in a hospital, congregate and non-congregate shelters for youth and families, and a youth-specific shelter in Redmond.

Add
111 low-barrier shelter beds
by Jan. 10, 2024

SHELTER SERVICES CENTER LEASE AGREEMENT

This Shelter Services Center Lease Agreement (this "Lease") is dated February 28, 2024, but made effective for all purposes as of January 10, 2024 (the "Effective Date"), and is entered into between City of Madras ("Landlord"), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and Jefferson County Faith Based Network ("Tenant"), an Oregon nonprofit corporation, whose address is 164 SE 8th Street, Madras, Oregon 97741 and mailing address is PO Box 416, Madras, Oregon 97741

RECITALS:

A. Landlord is the owner of certain real property (and all improvements located thereon) consisting of approximately 28,749.60 square feet commonly known as 61 NW Oak Street, Madras, Oregon 97741, which real property is legally described on the attached Exhibit A (the "Real Property"). City improved the Real Property with the construction of a certain shelter services center building (the "Shelter Services Center") consisting of approximately 3,761 square feet. For purposes of this Lease, the term "Property" means the Real Property and Shelter Services Center (individually and collectively).

B. Tenant desires to operate and manage an overnight shelter and primary hub for social services designed to assist persons experiencing homelessness to move toward stability and self-sufficiency (the "Program") subject to and in accordance with this Lease and that certain Shelter Services Center Operating Agreement dated effective January 10, 2024 between Landlord and Tenant (the "Agreement").

C. Tenant obtained possession of the Property pursuant to the terms of a certain Memorandum of Understanding dated as of the Effective Date between Tenant and Landlord (the "Memorandum"). Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant, and Tenant leases the Property from Landlord, for the Permitted Use (as defined below).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Lease and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. OCCUPANCY.

1.1 Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant and Tenant leases the Property from Landlord. The term of this Lease and Tenant's obligation to pay Rent (as defined below) commenced on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, until January 9, 2034 (the "Lease Term"), unless sooner terminated or extended as provided in this Lease. The Memorandum is deemed terminated as of the Effective Date.

1.2 Possession; AS-IS.

1.2.1 Landlord and Tenant are bound in accordance with the terms of this Lease from and after the Effective Date. There are no preconditions to the effectiveness of this Lease and/or the performance of its terms.

1.2.2 Landlord represents and warrants to Tenant that, to Landlord's actual knowledge, Landlord and the Property are in material compliance with the Governing Documents and Laws (as defined below) as of the Effective Date. Subject to the terms and conditions contained in this Lease and the Agreement, from and after the Effective Date Landlord will comply and perform its obligations under this Lease, the Agreement, and the Governing Documents. Except for Landlord's express representations and warranties contained in this Lease, Landlord makes no representations or warranties, whether express or implied, including, without limitation,

warranties of habitability, merchantability, or fitness for a particular purpose, or any warranties regarding consumer products as defined in the Magnusson-Moss Warranty Act or the Uniform Commercial Code, with respect to the Property and/or Equipment (as defined below). Except as expressly provided in Section 5.1, Landlord has made no promise or agreement to repair, alter, construct, and/or improve the Property and/or Equipment. For purposes of this Section 1.2.2, the phrase “Landlord’s actual knowledge” means the actual, direct, and personal knowledge of Landlord’s public works director (as of the Effective Date) concerning the particular fact or statement, without the public works director having any duty to make any investigation or evaluation with respect to the applicable subject matter.

1.2.3 Tenant represents and warrants that Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Property and Tenant has not relied on any representation and/or warranty made by Landlord, except those representations and warranties expressly made by Landlord in this Lease and the Agreement. Landlord provided Tenant possession of the Property and Equipment on the Effective Date. Subject to the terms and conditions contained in this Lease, Tenant accepted the Property and Equipment in its AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS condition as of the Effective Date.

1.3 Tenant’s Financial Capability; Authority. Tenant represents and warrants to Landlord the following: (a) as of the Effective Date, Tenant has sufficient financial resources to ensure Tenant’s performance of this Lease and payment of its obligations under this Lease as and when they become due; and (b) prior to the Effective Date, Tenant obtained all federal, state, and local agency approvals concerning or related to Tenant’s operation of the Program from the Property. Tenant will permit Landlord and Landlord’s Agents (as defined below) to inspect and copy Tenant’s books, accounts, records, and financial statements that Landlord may request from time to time. Tenant represents and warrants that Tenant’s books, accounts, records, and financial statements will (v) fairly present the financial condition of Tenant as of the dates and periods specified, (w) be prepared in accordance with sound accounting practices (e.g., generally accepted accounting practices), (x) reflect the consistent application of sound accounting practices throughout the periods involved, (y) represent actual, bona fide transactions, and (z) be maintained in accordance with sound business practices, including, without limitation, the maintenance of an adequate system of internal accounting control. Tenant’s representations and warranties contained in this Section 1.3 do not affect Tenant’s ability to terminate the Lease under Section 1.6.

1.4 Governing Documents. Landlord received grant funds for the acquisition, development, and construction of the Shelter Services Center subject to and in accordance with the Governing Document(s) (as defined in the Agreement), which Governing Documents include the Restrictive Covenants (as defined below). Notwithstanding anything contained in this Lease to the contrary, Landlord’s lease of the Property to Tenant under this Lease is conditioned on Tenant’s timely and proper payment and performance of Tenant’s obligations arising out of or under the Agreement and each Governing Document. Without otherwise limiting the immediately preceding sentence, Tenant’s lease of the Property and operation of the Program from the Property is subject to the terms and conditions contained in that certain Declaration Creating Land Use Restrictive Covenants dated effective January 10, 2024 (the “Restrictive Covenants”) between Landlord and the State of Oregon (acting by and through its Housing and Community Services Department and COIC) recorded in the Jefferson County Official Records as Document No. _____.

1.5 Communication; Coordination. Landlord and Tenant will maintain adequate levels of communication and coordination to ensure maximum cooperation between the parties. Commencing on or about July 10, 2024, and continuing on or about the same day each year thereafter during the Lease Term, Landlord and Tenant will review this Lease, Tenant’s operations, and Tenant’s financial condition to determine whether any changes or modifications to this Lease (and/or Tenant’s operations) are necessary or appropriate. Any changes or modifications to this Lease requires the parties’ mutual written agreement.

1.6 Early Termination. Tenant’s ability to operate the Program and perform its obligations under this Lease and the Agreement is subject to Tenant’s ability to obtain funding from public and/or private sources (such as grants and charitable donations) on terms and conditions that are consistent with Tenant’s mission and

acceptable to Tenant. During the Lease Term, Tenant will employ reasonable efforts in good faith to obtain and maintain funds necessary to operate the Program. Provided Tenant is not then in default under this Lease, if Tenant reasonably determines that Tenant has insufficient funding needed to operate the Program and perform its obligations under this Lease and the Agreement, Tenant has the option (the "Termination Option") to terminate this Lease subject to the following terms and conditions: (a) Tenant will exercise the Termination Option by providing Landlord written notice (the "Termination Notice") no less than 90 days' prior to the applicable Termination Date; (b) subject to the terms and conditions contained in this Lease, upon Tenant's issuance of the Termination Notice, the termination will be effective as of the applicable termination date (the "Termination Date"); (c) Tenant will pay and perform all Tenant obligations arising out of or under this Lease through the Termination Date; (d) termination of this Lease will not relieve Tenant of any liabilities and/or obligations that have accrued on or before the Termination Date; (e) Tenant will perform all its Hazardous Substance (as defined below) removal, cleanup, and restoration obligations under Section 3.2.6; and (f) all provisions that would reasonably be expected to survive the termination will do so, including, without limitation, Sections 6.4, 8, and 11.1.

2. RENT; UTILITIES.

2.1 Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum annual rent, without offset, in the amount of \$1.00 ("Base Rent"). Base Rent is due and payable to Landlord commencing on the Effective Date. Base Rent will not be prorated with respect to any partial year in which the Lease Term commences and ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time.

2.2 Additional Rent.

2.2.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Property (collectively, "Additional Rent"): (a) all taxes (real property and personal property, if any), general and special assessments, insurance costs, telephone charges, licenses, utility charges, fuel, and all costs, expenses, and/or charges identified under Sections 2.2.2, 2.2.3, and 2.2.4 below; (b) all costs and expenses incurred in connection with Tenant's use, occupancy, maintenance, improvement, and/or repair of the Property (subject to Section 5.1); and (c) all other sums Tenant is required to pay Landlord or any third party under this Lease or otherwise. Additional Rent is due and payable to the applicable payee commencing on the Effective Date. All Rent payable under this Lease will be net to Landlord and all costs, expenses, and obligations imposed on Tenant under this Lease and/or arising out of Tenant's use, occupancy, maintenance, and/or repair of the Property will be paid by Tenant. Tenant will furnish Landlord with receipts or other proof of payment of Additional Rent within 10 days after Landlord's written request. For purposes of this Lease, the term "Rent" means both Base Rent and Additional Rent.

2.2.2 Without otherwise limiting Section 2.2.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Property (subject to Section 5.1), including, without limitation, charges and expenses for fuel, connection fees, water, gas, electricity, sewage disposal, power, telephone, internet, and cleaning services (including, without limitation, all connection fees, costs, and expenses related thereto).

2.2.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges (concerning Alterations (as defined below)), and all other charges of every description levied on and/or assessed against the Property, any improvements located on the Property, and/or personal property and/or fixtures located on the Property. Tenant will make all such payments directly to the applicable governing authority. If any such tax assessment or charges may be paid in installments, Tenant may elect to do so provided each installment together with interest is paid before it becomes delinquent.

2.2.4 If any utility services are provided by or through Landlord, charges to Tenant will be comparable with prevailing rates for comparable services. If any utility charges are not separately metered or stated, Landlord will apportion the charges on an equitable basis and Tenant will timely pay its apportioned share.

3. PROPERTY USE.

3.1 Permitted Use. Tenant will use the Property for Tenant's operation of the Program and other lawful incidental purposes thereto (the "Permitted Use"). Tenant will not use the Property for any use and/or purpose other than the Permitted Use. Except as expressly provided under this Lease and/or the Agreement, Landlord and/or Landlord's Agents have not made any warranties or representations, whether expressed or implied, concerning the Permitted Use.

3.2 Conditions, Limitations, and Restrictions. In addition to all other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Program, and/or Permitted Use:

3.2.1 Tenant will ensure the safety and security of all Shelter Services Center residents, Landlord (and Landlord's invitees), and neighboring businesses and residences by providing appropriate security and supervision at the Property at all times. Tenant will implement any reasonable additional safety and security measures that Landlord and Tenant mutually and reasonably identify from time to time. Tenant will ensure that no Shelter Services Center illumination and/or audio devices interfere with neighboring properties. Subject to and except as otherwise required under the Laws, Tenant will ensure that no animal is brought or placed onto the Property.

3.2.2 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Property for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, and/or by reason of Tenant's use of the Property. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.

3.2.3 Tenant will obtain and maintain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease, occupy, and use the Property for the Permitted Use. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, agreements, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Property, Shelter Services Center, Program, and/or Permitted Use, including, without limitation, the Governing Documents, fire and/or building codes (including those imposed and/or enforced by the State Fire Marshal), the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), and Environmental Laws (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.4 Tenant will store or locate all vehicles, equipment, tools, and/or supplies inside the Property in a safe, neat, clean, and orderly manner. Tenant will refrain from any activity which would make it impossible to insure the Property against casualty or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance.

3.2.5 Tenant will refrain from any use and/or activities which would be offensive to Landlord and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Property, all as determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities in a safe, prudent, professional, and lawful manner.

3.2.6 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances located on the Property. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions

3.2.7 Tenant will ensure that Shelter Services Center operations will not interrupt the safe and orderly movement of traffic. If necessary, Tenant will provide traffic control. Tenant will prohibit the use and/or consumption of alcohol, illegal drugs, and/or drug paraphernalia on or about the Property, including, without limitation, needles, pipes, and/or spoons. Tenant will ensure that any Shelter Services Center resident who poses a risk to him/herself and/or others is immediately removed from the Property.

3.2.8 No person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use and/or access of the Shelter Services Center and/or Property.

3.3 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any criminal, governmental, and/or regulatory action is instituted, completed, and/or threatened against and/or concerning Tenant, the Program, and/or Property; and/or (b) any claim, demand, and/or cause of action is made or threatened by any person against or concerning Tenant, the Program, and/or Property. Tenant will provide Landlord copies of any written documentation related to the foregoing.

4. ALTERATIONS; FURNITURE.

4.1 Alterations (General). Tenant will not make any additions, improvements, modifications, and/or alterations in or to the Property (including the Shelter Services Center) (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, and at Tenant's cost and expense.

4.2 Construction of Alterations. Tenant will pay all costs, expenses, and/or charges concerning completion of the Alterations, including, without limitation, charges for labor and materials, and will be responsible for keeping the Property free from all Encumbrances (as defined below). Tenant will obtain, at Tenant's cost and expense, all building permits, licenses, applications, inspections, and/or approvals necessary, appropriate, and/or otherwise required for the Alterations.

4.3 Ownership; Removal. Alterations will be the property of Landlord when installed, unless the applicable Landlord consent specifically provides otherwise. Alterations completed will, at Landlord's option, be removed by Tenant, at Tenant's cost and expense, and the Property restored to its original condition as of the Effective Date.

4.4 Landlord Equipment and Furnishings. On the Effective Date, Landlord provided Tenant those items of equipment and furnishings identified in the attached Schedule 4.4 (the "Equipment"). Subject to the terms and conditions contained in this Lease, Tenant may use the Equipment in connection with its use of the Property for the Permitted Use (and for no other purposes). Tenant will, at Tenant's cost and expense, maintain the Equipment in good working order and condition, safe for operation, in accordance with all applicable manufacturer repair and/or operating guidelines and requirements and will promptly repair or replace any Equipment that is inoperable, lost, stolen, damaged, and/or destroyed. Except for any express representations or warranties made by Landlord under this Lease, (a) Landlord makes no representations or warranties, whether express or implied, with respect to the Equipment, (b) Landlord has made no promise or agreement to repair, alter, and/or improve the Equipment, and (c) Tenant accepts the Equipment in its AS IS, WITH ALL FAULTS AND

DEFECTS condition as of the Effective Date. Tenant must securely maintain all Shelter Services Center keys Landlord provides Tenant. If any Landlord provided keys are lost or destroyed, Tenant will pay Landlord a lost key fee and, if Landlord requires, costs associated with changing the locks.

5. MAINTENANCE AND REPAIRS.

5.1 Landlord Maintenance or Repair Obligations. Subject to the terms and conditions contained in this Lease, Landlord will perform and complete the following repair obligations concerning the Property identified in Sections 5.1.1-5.1.5, which repairs and maintenance will be completed at Landlord's cost and expense:

5.1.1 Repair and maintain the Shelter Services Center's roof and gutters, exterior walls (including painting due to normal wear and tear), siding, load bearing walls, structural members, and the foundation.

5.1.2 Repair the Shelter Services Center's exterior water, sewage, gas, and electrical services to the meter if and provided such repairs are necessary due to defects in materials or workmanship.

5.1.3 Repair the following systems if and provided such repairs are necessary due to defects in materials or workmanship: parking lot lights, streetlights, plumbing system (including plumbing fixtures), electrical system (including all electrical panels, fuse boxes, and in-wall circuitry), and HVAC system.

5.1.4 Repair the Shelter Services Center's windows, lighting fixtures, fired or unfired pressure vessels, fire hose connections, fire sprinkler and/or sand pipe and hose, and/or other automatic fire extinguishing system, including, without limitation, the Shelter Services Center's fire alarm and/or smoke detection systems and equipment.

5.1.5 Repair the Property's sidewalks, curbs, and parking areas which may be required due to defects in materials or workmanship (provided, however, Landlord will not repair any sidewalks, curbs, and/or the parking area due to trees, landscaping, irrigation, and/or normal wear and tear). Landlord will perform the annual fire testing required under the Laws and cover the costs of annual inspections.

5.1.6 Notwithstanding anything contained in this Lease providing otherwise, Landlord will not have any obligation to repair any item identified in Sections 5.1.1-5.1.5 if the repair is necessary due to Tenant's acts or omissions, including, without limitation, Tenant's failure to properly maintain the identified item in accordance with this Lease. Landlord's obligation to perform any maintenance and/or repairs identified in Sections 5.1.1-5.1.5 will not mature until a reasonable time (based on the particular facts and circumstances, including the particular repair required) after Landlord has received written notice from Tenant of the required maintenance and/or repairs. If Landlord fails or refuses to timely perform the required maintenance and/or repairs under Sections 5.1.1-5.1.5, Tenant may declare Landlord in default under this Lease in accordance with Section 7.

5.1.7 Notwithstanding anything contained in this Section 5.1 to the contrary, upon the occurrence of an Emergency (as defined below), Tenant will immediately notify Landlord of the Emergency and any necessary repairs due to the Emergency. If Landlord is unable to immediately perform the required repairs, Tenant may perform the necessary repairs due to the Emergency and charge the actual costs and expenses of repair to Landlord (and Landlord will reimburse Tenant for costs incurred to perform the necessary repairs). For purposes of this Lease, the term "Emergency" means a human created or natural event or circumstance (which has not been created by the acts or omissions of Tenant and/or Tenant's Agents (as defined below)) that causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss.

5.2 Tenant's Obligations. Tenant will maintain, at Tenant's cost and expense, the Property in good order, repair, and condition and will preserve the Property and will not commit nor permit waste. To this end,

Tenant will have the following repair and maintenance obligations, which Tenant will complete at Tenant's cost and expense:

5.2.1 Repair and maintain all interior walls (including, without limitation, drywall and the painting of all interior walls), ceilings, and doors of the Shelter Services Center (including all associated hardware). Repair and maintain the Property's irrigation system, including, without limitation, having the system timely blown out each year.

5.2.2 Repair and maintain the carpet (including carpet cleaning), interior trim, walls, and windows. Repair, maintain, and/or replace (as necessary) lightbulbs, appliances (e.g., dishwashers, fridges, ovens, microwaves, etc.), and lockers.

5.2.3 Maintain the Property (including landscaping, sidewalks, driveways, parking area, curbs, and all other areas immediately surrounding the Shelter Services Center, including sidewalks and landscaping adjacent to the Property within public rights-of-way) in good order and repair and in broom-clean condition, including, without limitation, parking lot striping. All sweeping, mopping, trash collection and removal, and washing required to keep the Property clean and orderly, including, without limitation, snow and ice removal concerning the Property and adjacent sidewalks in accordance with the Laws.

5.2.4 Any repairs or maintenance necessitated by the negligence of Tenant and/or Tenant's Agents, except as provided in Section 6.6 dealing with waiver of subrogation, but including repairs and maintenance that would otherwise be the responsibility of Landlord under Section 5.1.

5.2.5 Any repairs or alterations required under Tenant's obligation to comply with the Laws.

5.2.6 All other repairs, alterations, and/or maintenance obligations to the Property which Landlord is not expressly required to make under this Lease.

If Tenant fails or refuses to comply with this Section 5.2, Landlord may make the repair or perform the maintenance and charge the actual costs and expenses of repair or maintenance to Tenant. Tenant will reimburse such expenditures on demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure until paid in full. Without otherwise limiting Landlord's right to perform Tenant's repair or maintenance obligations in accordance with this paragraph, if Tenant fails or refuses to timely perform the required maintenance and/or repairs under this Section 5.2, Landlord may declare Tenant in default under this Lease in accordance with Section 7.

5.3 Signage; Encumbrances.

5.3.1 Tenant will not be permitted to erect or maintain any signage on or about the Property without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its condition as of the Effective Date unless Landlord elects to retain all or any portion of the signage.

5.3.2 Tenant will keep the Property free from all Encumbrances. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Property. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of 12% per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If an Encumbrance is filed due to nonpayment, Tenant will, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges

that are incurred by Landlord due to a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2. For purposes of this Lease, the term "Encumbrance(s)" means any liens, mortgages, pledges, security interests, reservations, restrictions, adverse claims, and/or other encumbrances.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION.

6.1 Transfer. Notwithstanding anything contained in this Lease to the contrary, Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease and/or Property (including, without limitation, any Alterations).

6.2 Tenant Insurance. Landlord will keep the Shelter Services Center insured against fire and other risks covered under a standard fire insurance policy with an endorsement for extended coverage, at Tenant's cost and expense. Tenant will maintain a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the Equipment and Tenant's personal property, furniture, furnishings, and fixtures located in or on the Property. Landlord will reimburse Tenant for Tenant's actual cost of obtaining and maintaining this insurance. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

6.3 General Liability Insurance. Tenant will procure, and thereafter will continue to carry, general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising out of Tenant's activities on, or any condition of, the Property, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease. Tenant's general liability insurance will have a general aggregate limit of no less than \$2,000,000.00 and a per occurrence limit of no less than \$1,000,000.00 (which aggregate coverage may be satisfied through an umbrella policy). The liability insurance policy will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, the liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without 10 days' prior written notice to Landlord. Tenant's insurance will be primary and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease as Landlord determines necessary or appropriate to ensure Tenant's coverage limits at least equal the applicable Oregon Tort Claims Act liability limits for state or local agencies by providing Tenant 90 days' prior written notice; provided, however, Landlord may not require Tenant to increase its minimum insurance limits in an amount exceeding the Oregon Tort Claims Act liability limits. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.4 Tenant Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, members, volunteers, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) Tenant's and/or Tenant's directors, officers, employees, agents, representatives, invitees, volunteers, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Property; (b) Tenant's use of the Property and/or Equipment; (c) Tenant's maintenance, repair, use, and/or operation of the Shelter Services Center and/or Program; (d) Tenant's and/or Tenant's Agents use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property; and/or (e) Tenant's breach and/or failure to

perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.4 will survive the expiration or earlier termination of this Lease.

6.5 Landlord Indemnification. Subject to the Oregon Tort Claims Act, to the fullest extent permitted under applicable law, Landlord will defend, indemnify, and hold Tenant and Tenant's Agents harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of Landlord's breach and/or failure to perform any Landlord representation, warranty, covenant, and/or obligation under this Lease. Landlord's indemnification obligations under this Section 6.5 will survive the expiration or earlier termination of this Lease.

6.6 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies.

7. DEFAULT; REMEDIES.

7.1 Default. The occurrence of any one or more of the following events constitutes a default under this Lease (each an "Event of Default"): (a) Tenant fails to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) a party breaches and/or otherwise fails to perform any of the party's representations, warranties, obligations, and/or covenants contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within 20 days after written notice from the non-defaulting party specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if the defaulting party's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, the defaulting party must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from the non-defaulting party; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of the party under this Lease if not released within 30 days; (d) a party dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; (e) Tenant's failure for 60 days or more to occupy the Property for the Permitted Use; and/or (f) a party's breach and/or failure to perform any of the party's obligations under the Agreement and/or Governing Documents.

7.2 Remedies.

7.2.1 Upon an Event of Default, the non-defaulting party may elect any one or more of the following remedies: (a) terminate this Lease and/or the Agreement by written notice to the other party; and/or (b) pursue all other rights and remedies available under this Lease, the Agreement, applicable law, and/or in equity. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action the non-defaulting party may have against the defaulting party; the defaulting party's obligations under this Lease, including, without limitation, the defaulting party's indemnification obligations under Section 6, will survive the termination. Tenant acknowledges that one of the primary purposes for requiring Tenant's compliance with the Laws is to ensure Tenant's compliance with the Governing Documents. To this end, Tenant acknowledges and agrees that for any Tenant breach of the provisions hereof, in addition to all other remedies provided by law and/or in equity, Landlord will be entitled to specifically enforce Tenant's obligations under this Lease in a state court of competent jurisdiction.

7.2.2 Without otherwise limiting the remedies identified under Section 7.2.1, if Tenant causes an Event of Default, Landlord may reenter, take possession of the Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. In connection therewith, Landlord will be entitled to recover immediately upon Landlord's written demand Landlord's reasonable

costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, and/or any other expense occasioned by Tenant's failure to quit the Property upon termination and leave the Property in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

7.2.3 Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination rights under this Lease. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to the non-defaulting party under applicable law.

8. SURRENDER; HOLDOVER.

8.1 Improvements and Alterations.

8.1.1 In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all maintenance and repairs for which Tenant is responsible under this Lease; (b) deliver all keys to Landlord; and (c) surrender the Property to Landlord in good condition, repair, working order, and appearance, free of waste and debris, in the condition the Property existed as of the Effective Date, reasonable wear and tear excepted. Alterations will, at Landlord's option, be removed by Tenant, at Tenant's cost and expense, and the Property restored to its original condition as of the Effective Date unless Landlord specifically directs otherwise.

8.1.2 Upon the expiration or earlier termination of this Lease, Tenant will surrender to Landlord those items of Equipment identified in the attached Schedule 4.4 that must remain on the Property in good working order and condition, safe for operation, in the condition such Equipment existed as of the Effective Date, reasonable wear and tear excepted.

8.1.3 If Tenant fails to timely surrender the Property in accordance with this Section 8.1, the following will apply: (a) by written notice given to Tenant within 10 days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (b) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (c) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the Property to be surrendered in accordance with this Section 8.1.

8.2 Tenant Personal Property Removal Obligations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will remove from the Property all furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain its property, including all resulting waste and/or debris. If Tenant fails to timely remove the furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at Landlord's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the property's removal and/or storage with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate and surrender the Property in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a tenant from month-to-month,

subject to the provisions of this Lease (except the provisions for term), except that Base Rent will be equal to the fair market rental value of the Property. Failure of Tenant to timely surrender the Property and remove its trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which will be specified in the notice.

9. DAMAGE; DESTRUCTION.

9.1 Partial Damage. If the Shelter Services Center is partially damaged and Section 9.2 does not apply, Landlord will, within a reasonable amount of time after the date of damage and subject to the availability of insurance proceeds, repair and restore the Shelter Services Center to as near the same condition as the Shelter Services Center existed prior to such damage if such damage is not caused through the fault of Tenant and/or Tenant's Agents. Landlord will have no liability to Tenant for any inconvenience, loss of business, and/or annoyance arising from any loss by fire (or any other casualty) and/or by any repair of any portion of the Property.

9.2 Destruction. If the Shelter Services Center is destroyed or damaged such that the cost of repair or replacement exceeds fifty percent (50%) of the replacement value of the Shelter Services Center before the damage, Landlord will so notify Tenant in writing and either party may elect to terminate this Lease as of the date of the damage or destruction by written notice given to the other no more than 30 days following the date of Landlord's notice to Tenant. In such event, all rights and obligations of the parties will cease as of the date of termination, subject to the terms and conditions contained in this Lease. If neither party elects to terminate, Landlord will proceed to restore the Shelter Services Center to substantially the same form as prior to the damage or destruction.

10. EMINENT DOMAIN.

10.1 Partial Taking. If a portion of the Property is condemned and Section 10.2 does not apply, this Lease will continue on the following terms: (a) Landlord will be entitled to all proceeds of condemnation; (b) Tenant will have no claim against Landlord due to the condemnation; and (c) Landlord will proceed as soon as reasonably possible to make repairs and alterations to the Property necessary to restore the remaining Property to a condition as comparable and reasonably practicable to that existing at the time of the condemnation.

10.2 Total Taking. If a condemning authority takes all the Property, or a portion sufficient to render the remaining portion of the Property reasonably unsuitable for the Permitted Use, this Lease will terminate as of the date title vests in the condemning authorities. Termination of this Lease pursuant to this Section 10.2 will have the same effect as termination by Landlord under Section 9.2. Landlord will be entitled to all proceeds of condemnation and Tenant will have no claim against Landlord due to the condemnation. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power of eminent domain will be treated for the purposes of this Section 10.2 as a taking by condemnation.

11. MISCELLANEOUS.

11.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the

litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

11.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning a Transfer by Tenant, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

11.3 Entry for Inspection; Interest. Upon 24 hours' prior notice, Landlord may enter the Property for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord); provided, however, in the case of an emergency, Landlord may immediately enter the Property. Any payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of 12% per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

11.4 Severability; Further Assurance; Governing Law; Venue. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Jefferson County, Oregon. All parties submit to the jurisdiction of courts located in Jefferson County, Oregon for any such disputes.

11.5 Entire Agreement; Signatures; Time. This Lease (and the Agreement) contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. Time is of the essence with respect to each party's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

11.6 Discretion; Additional Provisions; Interpretation. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

11.7 Legal Representation. The parties agree and acknowledge that the law firm of Bryant, Lovlien & Jarvis, P.C. has served as legal counsel to Landlord in the preparation of this Lease and does not represent any other party in connection with this Lease. Tenant agrees and acknowledges that Tenant has consulted with Tenant's own legal counsel or has knowingly waived Tenant's right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Lease.

IN WITNESS WHEREOF, the undersigned have caused this Lease to be binding and effective for all purposes as of the Effective Date.

LANDLORD:
City of Madras,
an Oregon municipal corporation

TENANT:
Jefferson County Faith Based Network,
an Oregon nonprofit corporation

By: Mike Lepin, Mayor

By: Gary Buss, President

By: Anthony Mitchell, Executive Director

Exhibit A
Real Property

The Real Property is legally described as follows:

Parcel 1 of Partition Plat No. 1991-11, being located in the Northeast quarter of the Southeast quarter of the Southeast quarter of section 2, Township 11 south, Range 13 East of the Willamette Meridian, Jefferson County Oregon.

Schedule 4.4
Equipment

[attached]

**SCHEDULE 4.4
MADRAS SHELTER FF&E PURCHASED LIST**

Updated: 1/17/2024

Room #	Room Description	Quantity	Item Description	Vendor	Make/Model	Unit Cost	Total Cost	Notes	Needs to stay with Building
102	Laundry Room	2	Laundry Cart	Uline	H-5238	\$352.00	\$704.00		Yes
104	Reception hall	1	Whiteboard - North wall	Amazon	Quartet Magnetic Porcelain 4 x 6	\$319.00	\$319.00		Yes
105	Office	1	Whiteboard - West wall	Amazon	Quartet Magnetic Porcelain 3 x 4	\$217.00	\$217.00		Yes
105	Reception	1	Office Chair	Office Depot	WorkPro Oceanic Mesh/Fabric Ergonomic High Back chair	\$249.99	\$249.99		Yes
105	Reception IT	1	Laptop	Walmart	Acer Aspire 5 15.6 touch screen Windows 11	\$559.99	\$559.99		Yes
105	Reception IT	1	Printer (color capable)	Walmart	Epson ET-3850 Eco tank ink, for printing brochures thick paper	\$349.99	\$349.99		Yes
106	Restroom	1	Corner Cabinet	Amazon	Spirich Home Floor Corner Cabinet	\$75.99	\$75.99		Yes
107	Office	1	Whiteboard - East wall	Amazon	Quartet Magnetic Porcelain 3 x 4	\$217.00	\$217.00		Yes
107	Office (IT)	1	iPad	Amazon	10.9" Apple iPad with WiFi 256GB	\$499.99	\$499.99	Delivery expected 1/16 or 1/17	Yes
107	Office	1	Office Chair	Office Depot	WorkPro Oceanic Mesh/Fabric Ergonomic High Back chair	\$249.99	\$249.99		Yes
107	Office (IT)	1	Laptop	Walmart	Acer Aspire 5 15.6 touch screen Windows 11	\$559.99	\$559.99		Yes
107	Office (IT)	1	Printer (color capable)	Walmart	Epson ET-3850 Eco tank ink, for printing brochures thick paper	\$349.99	\$349.99		Yes
108	Sleeping Room	1	Standing lamp	Walmart	TaoTronic LED Floor Lamp black	\$30.99	\$30.99		Yes
108	Sleeping Room	1	Twin Bed mattress	Walmart	MLILY Ego Blue 10 Inch Twin mattress in a box	\$199.00	\$199.00		No
110	Community Room	1	75" TV	Amazon	Samsung 75 inch	\$797.99	\$797.99	Delivery expected on 1/18	Yes
110	Community Room	1	Electric fireplace with mantel white	Amazon	Belleze Modern 70" Electric fireplace in white	\$439.00	\$439.00		Yes
110	Community Room	4	End Tables	Amazon	Simplihome Acadian 19" square table	\$79.99	\$319.96		Yes
110	Community Room	1	Wall mount for 75" tv	Amazon	USX Mount full motion	\$48.99	\$48.99		Yes
110	Community Room	1	Toddler booster seat	Amazon	Ingenuity SmartClean Toddler Booster Seat for Dining Table with 3-Point Harness Straps, 1 Count (Pack of 1)	\$29.99	\$29.99		Yes
110	Community Room	1	High Chair	Amazon	KUB 3-in-1 Foldable Baby High Chair with Removable Seat & Tray, Adjustable Height & Recline, Locking Wheels	\$179.99	\$179.99		Yes
110	Community Room	3	Stools	Amazon	MAHANCNIS Bar Stools, Set of 2 Bar Chairs, Kitchen Breakfast Bar Stools with Footrest, 25.8" Dining Stools, Rectangular Industrial Bar Chairs, for Dining Room, Kitchen, Rustic Brown BÄHR01012	\$45.99	\$137.97		Yes
110	Community Room	2	Love Seat (vinyl)	Butter	Rio Love Seat Brown	\$1,551.75	\$3,103.50		yes
110	Community Room	2	Arm chairs (vinyl)	Butter	Rio Chairs Brown	\$1,122.00	\$2,244.00		yes
110	Community Room	6	Barstools	Butter	Bistro Bar Stools 42"	\$244.50	\$1,467.00		Yes
110	Community Room		Butter Shipping Fee	Butter			\$2,600.00		
110	Community Room	1	Folding chair cart	Uline	H-2789	\$525.00	\$525.00		Yes
110	Community Room	1	Folding round table cart	Uline	H-3698	\$450.00	\$450.00		Yes
110	Community Room	6	60" Folding Round Tables (plastic)	Uline	H-4843	\$185.00	\$1,110.00		yes
110	Community Room	6	6" rectangle plastic tables	Uline	H-2750FOL	\$105.00	\$630.00		yes
110	Community Room	40	Folding chairs (stackable and rackable) Black	Uline	H-3016	\$48.00	\$1,920.00		yes
110	Community Room	2	Standing lamps	Walmart	Natyswan 72" Red/Brown	\$52.98	\$105.96		Yes
112	Kitchen	1	Whiteboard - East wall	Amazon	Quartet Magnetic Porcelain 2 x 3	\$144.00	\$144.00		
112	Kitchen	1	BBQ	Home Depot	Dyna-Glo 5-burner propane gas grill in Matte Black with TriVantage Multifunctional Cooking System	\$449.00	\$449.00		Yes
112	Kitchen	1	Microwave	Home Depot	Panasonic 2.2 cu	\$279.00	\$279.00	Delivery expected 1/17	Yes
112	Kitchen		Various Cooking Items	Webstaurant	See Webstaurant spreadsheet for detailed items		\$3,758.16		
112	Kitchen	2	Standing Freezers	Curtis	Reach-In Freezer Artic Air Model No. AF49	\$3,350.00	\$6,700.00		Yes
112	Kitchen	2	Standing Refrigerator	Curtis	Reach-In Refrigerator Artic Air Model No. AR49	\$2,600.00	\$5,200.00		Yes
121	Restroom	1	Cabinet, free standing	Amazon	Tangkula bathroom floor cabinet	\$79.99	\$79.99		Yes
122	Shower room	1	Cabinet, free standing	Amazon	Tangkula bathroom floor cabinet	\$79.99	\$79.99		Yes
122	Shower room	1	Laundry Basket	Amazon	DOKEHOM 29-Inches Enlarged Slim Laundry Basket with Removable Wash Bag on Wheels, Collapsible Rolling Laundry Hamper, Foldable Narrow Corner Clothes Storage Bins (Beige)	\$23.99	\$23.99		yes
122	Shower room	1	Shower products dispenser	Walmart	Homemazx shower shampoo dispenser	\$29.99	\$29.99	Ordered, not delivered	yes
125	Men's Dorm	14	Twin Beds	Shelter Outfitters	Series 600 Single Bed	\$285.00	\$3,990.00		Yes
125	Men's Dorm	14	Twin bed mattress	Shelter Outfitters	HDS-1 Heavy Duty Inverted Seam Mattress	\$259.00	\$3,626.00		No
131	Supportive Care Dorm	3	Twin Beds	Shelter Outfitters	Series 600 Single Bed	\$285.00	\$855.00		Yes
131	Supportive Care Dorm	3	Mattress for Twin beds	Shelter Outfitters	HDS-1 Heavy Duty Inverted Seam Mattress	\$259.00	\$777.00		No
131	Supportive Care Dorm	2	Wheelchair, 19" seat	Walmart	Equate Folding transport wheelchair	\$125.00	\$250.00		Yes
132	Restroom	1	Corner Cabinet	Amazon	Spirich Home Floor Corner Cabinet	\$75.99	\$75.99		Yes
134	Restroom	1	Cabinet, free standing	Amazon	Tangkula bathroom floor cabinet	\$79.99	\$79.99		Yes
135	Shower room	1	Cabinet, free standing	Amazon	Tangkula bathroom floor cabinet	\$79.99	\$79.99		Yes
135	Shower room	1	Laundry Basket	Amazon	DOKEHOM 29-Inches Enlarged Slim Laundry Basket with Removable Wash Bag on Wheels, Collapsible Rolling Laundry Hamper, Foldable Narrow Corner Clothes Storage Bins (Beige)	\$23.99	\$23.99		yes

135	Shower room	1	Shower products dispenser	Walmart	Homemaxz shower shampoo dispenser	\$29.99	\$29.99	Ordered, not delivered	yes
136	Women's & Family Dorm	10	Twin Beds	Shelter Outfitters	Series 600 Single Bed	\$285.00	\$2,850.00		yes
136	Women's & Family Dorm	10	Twin bed mattress	Shelter Outfitters	HDIS-1 Heavy Duty Inverted Seam Mattress	\$259.00	\$2,590.00		no
n/a	Sleeping Dorms	27	Totes	Home Depot	Commander Large 27 gallon	\$10.98	\$296.46		no
n/a	Outdoor	1	8 x 12 lockable shed	Old Hickory			\$5,191.00	Ordered 1/17 or 1/18	yes
n/a	Shipping Fees		Beds and mattresses	Shelter Outfitters			\$1,317.69		
n/a	Restroom, shower room and laundry room trashcans	3	13 Gallon trash bags, white, 400 per case	Uline	S-15583	\$68.00	\$204.00		no
n/a	Community Room and Sleeping Dorms	3	23 Gallon Trash bags, 500 count	Uline	S-7320	\$67.00	\$201.00		no
n/a	Offices, and sleeping room small black	2	8 Gallon trash bags, white, 400 per case	Uline	S-23041	\$51.00	\$102.00		no
n/a	Restroom, shower room and laundry room trashcans	6	Rubbermaid 10 gallon	Uline	S-13527	\$16.00	\$96.00		no
n/a	Offices, and sleeping room small black	3	Rubbermaid 7 gallon	Uline	S-9970	\$10.00	\$30.00		no
n/a	Community Room and Sleeping Dorms	5	Rubbermaid Hands-Free Trash Can 23 gallon Beige	Uline	H-2445	\$125.00	\$625.00		no
n/a	Kitchen	2	Slim Jim Trash can 23 Gallon	Uline	H-2894	\$62.00	\$124.00		no
n/a	Kitchen	3	Slim Jim Trash can liners, 200 count	Uline	S-22445	\$69.00	\$207.00		no
n/a	Shipping Fees			Uline			\$313.42		
n/a	Sleeping Dorms	70	Pillows	Walmart	Mainstays Comfort Complete Bed Pillow (2 packs)	\$15.76	\$1,103.20		no
n/a	Shower Rooms	50	Towels	Walmart	Hotel Style Egyptian Cotton Bath towel white 2 pack	\$21.44	\$1,072.00		no
n/a	Sleeping Dorms	2	Twin bed blanket	Walmart	Imr Usa Inc. Waffle Weave Thermal Bed Blanket Twin Size 66x90 Sky Blue 10 pack	\$198.99	\$397.98		no
n/a	Sleeping Dorms	10	Twin bed blanket	Walmart	Bedsure 100% Cotton Blankets Twin-XL White - Waffle Weave Blankets for All Seasons, 66x90 inches (white)	\$27.99	\$279.90		no
n/a	Sleeping Dorms	12	Microfiber twin sheet set	Walmart	NC Home Fashions (purple)	\$11.96	\$143.52		no
n/a	Sleeping Dorms	30	Twin bed mattress cover/waterproof	Walmart	Mainstays waterproof mattress protector, twin	\$7.74	\$232.20		no
n/a	Shower Rooms	1	Washcloths	Walmart	Washcloths 60 pack	\$34.99	\$34.99		no
n/a	Sleeping Dorms	12	Microfiber twin sheet set	Walmart	NC Home Fashions (Serenity blue)	\$11.96	\$143.52		no
n/a	Sleeping Dorms	12	Microfiber twin sheet set	Walmart	NC Home Fashions (white)	\$11.96	\$143.52		no
n/a	Sleeping Dorms	12	Microfiber twin sheet set	Walmart	NC Home Fashions (green)	\$11.96	\$143.52		no
n/a	Sleeping Dorms	12	Microfiber twin sheet set	Walmart	NC Home Fashions (gray)	\$11.96	\$143.52		no
n/a	Sleeping Dorms	12	Microfiber twin sheet set	Walmart	NC Home Fashions (mustard)	\$11.96	\$143.52		no
N/A	IT	1	UPS power supply	Amazon		\$524.99	\$524.99		yes
n/a	IT		WAPs	Amazon		\$0.00	\$3,752.03		yes

\$69,630.31

SCHEDULE 4.4 CONT
Kitchen/Webstaurant Store

Quantity	Item	Description	Item/Model Number	Item Price	Total Price	Notes	Needs to Stay with Building
3	Baking Sheet	18" x 26" baking sheet pan in rim aluminum	Choice 407BUNFULL	\$5.49	\$16.47		yes
3	Baking Sheet	13" x 18" baking sheet pan in rim aluminum	Choice 407BUNHALF	\$4.29	\$12.87		yes
1	Blender	Ava Mix BL2T482J 2 hp Commercial Blender with toggle control and two 48 oz Tritan Containers	AvaMix 928BL2T482J	\$169.99	\$169.99	Ordered but not delivered	yes
4	Bus Tub	Choice 20" x 15" x 7" Gray	Choice 176BT20157GY	\$3.78	\$15.12		yes
3	Cake Pan	18" x 12" x3" Winco non-stick aluminized steel cake pans	Winco 407HRCP1812	\$18.68	\$56.04		yes
2	Cake Pan	13" x 9" x 2 1/4" Winco nonstick rectangular aluminized cake pan	Winco 407HRCP1309	\$12.70	\$25.40		yes
4	Chafing Dish	Choice Economy 8 qt Full Size Stainless Steel Chafer with Holding Frame	#92299850	\$49.98	\$199.92		yes
1	Coffee Maker	Bunn 13300.0003 VP17-3 Low Profile Pourover Coffee Brewer with 3 Warmers	Bunn 234133000003	\$457.00	\$457.00		yes
1	Countertop Induction Range	Avantco IC18DB Double Countertop Induction Range / Cooker - 120V, 1800W	#177IC18DB	\$173.95	\$173.95		Yes
1	Cutting Board	Choice 3 piece 1/2 thick cutting board set	Choice 407305WHKIT	\$39.99	\$39.99		Yes
4	Dish cloth	Chef Revival 12 x 13 striped waffle weave 100% cotton dish cloth	#16751411	\$7.49	\$29.96		no
4	Dish towels	Chef Revival 15: x 25: Green tripe 44 Oz cotton terry oversized chef towel	#167HTI15GS	\$20.49	\$81.96		no
1	Electric Kettle	STAY by Cuisinart WCK170S Stainless Steel 1.7 liter kettle	#WCK170S	\$32.99	\$32.99		Yes
1	Food Storage Containers	Vigor 2 qt Clear Square Polycarbonate Food Storage Container and Green Lid 6 pack	Vigor 247S2CLKT6	\$31.36	\$31.36		Yes
1	Food Storage Containers	Vigor 4 qt Clear Square Polycarbonate Food Storage Container and Green Lid 6 pack	Vigor 247S4CLKT6	\$42.41	\$42.41		Yes
1	Food Storage Containers	Vigor 6 qt Clear Square Polycarbonate Food Storage Container and Green Lid 4pack	Vigor 247S6CLKT4	\$40.83	\$40.83		Yes
2	Fry Pans	Teflon coated set 8" 10" 12"	Vollrath 922FRY3CGVWH	\$139.99	\$279.98		Yes
1	Fry Pans	16" stainless steel nonstick fry pan	Vigor 473SSFRY16X	\$87.28	\$87.28		Yes
2	Glass Decanter	Bunn Black Handle	Bunn 234424000101	\$10.49	\$20.98		Yes
1	Glass Decanter	Bunn Orange Handle	Bunn 234424010101	\$10.49	\$10.49		Yes
1	Knives	Dexter Russell 21009 SofGrip 7-piece Black Handle Slant Knife Block Set	Dexter Russell 21021009	\$154.49	\$154.49		no
1	Knives	Mercer Culinary M14804 3 1/2" Japanese Steel Multi-Purpose Shears	Mercer Culinary 470M14804	\$19.08	\$19.08		no
1	Ladles	Stainless steel ladles, 1 oz	Choice 407OPL1	\$0.74	\$0.74		no
1	Ladles	Stainless steel ladles, 4 oz	Choice 407OPL4	\$1.37	\$1.37		no
1	Ladles	Stainless steel ladles, 6 oz	Choice 407OPL6	\$1.65	\$1.65		no
1	Ladles	Stainless steel ladles, 8 oz	Choice 407OPL8	\$1.83	\$1.83		no
2	Measuring Spoons/Cups	Vollrath 47118 4 piece Stainless Steel Round Measuring Spoon Set	Vollrath 92247118	\$5.59	\$11.18		no
1	Measuring Spoons/Cups	Anchor Hocking 3-Piece Glass Measuring Cup Set	Anchor Hocking 5505517KIT	\$18.09	\$18.09		no
1	Measuring Spoons/Cups	Choice 4-Piece Stainless Steel Measuring Cup Set with Wire Handles	Choice 4074PCHDMC	\$5.40	\$5.40		no
1	Mixer	Kitchen Aid Mixer 8 qt bowl countertop mixer	#519KSM8990OB	\$799.95	\$799.95		yes
1	Mixing Bowls	Choice Stainless Steel Standard Mixing Bowl Set with Silicone Bottom - 5 set	Choice 407MXBSBKT5	\$43.99	\$43.99		yes
1	Roaster Pan	28 quart Choice Aluminum double roaster 24 x 18 x 8 1/2	Choice 471ALRP2418K	\$151.91	\$151.91	returned due to broken lid	yes
1	Rolling Utility Cart	Regency 22" x 39"	Regency 600CT2239WD8	\$419.99	\$419.99		yes

6	Serving Utensils	Acopa Edgeworth 8 3/4" Stainless Steel Extra Heavy Weight Slotted Spoon	Acopa 267750817	\$3.19	\$19.14		no
6	Serving Utensils	Acopa Edgeworth 11 1/4" Stainless Steel Extra Heavy Weight Slotted Spoon	Acopa 267750818	\$2.99	\$17.94		no
4	Spatulas	Choice 10" Heat-Resistant Silicone Spatula	Choice 40710HSPTULA	\$1.37	\$5.48		no
2	Spatulas	Choice 14" Heat-Resistant Silicone Spatula	Choice 40714HSPTULA	\$3.22	\$6.44		no
1	Strainer	Choice 10" Coarse China Cap Strainer	Choice 176S5012C	\$18.50	\$18.50		no
1	Toaster	Avantco THD 1800 Medium Duty 4 slice Commercial Toaster	#184THD1800	\$182.01	\$182.01		Yes
1	Tongs	Choice 9 1/2" black coated handle stainless steel scalloped tongs	Choice 407CUT9BK	\$2.06	\$2.06		no
1	Tongs	Choice 12" black coated handle stainless steel scalloped tongs	Choice 407CUT12BK	\$2.45	\$2.45		no
1	Tongs	Choice 16" black coated handle stainless steel scalloped tongs	Choice 407CUT16BK	\$3.50	\$3.50		no
2	Whisks	Oxo Good Grips 2-piece Silicone Piano Whip/Whisk Set with Rubber Handles	OXO 29711332100	\$22.99	\$45.98		no
				\$3,758.16			

CITY OF MADRAS
Request for Council Action

Meeting Date: February 27, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **INFORMATION TECHNOLOGY SERVICES AGREEMENT EXTENSION**
6 month extension

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council approve the First Amendment to the Professional Services Agreement for Information Technology Services with Covenant Technology Solutions, Inc. for six months commencing on February 29, 2024 and ending on August 29, 2024.

OVERVIEW:

The City of Madras entered into a Professional Services Agreement for Information Technology (IT) Services on March 1, 2021 for which expires on February 28, 2024. The City has started the required procurement process to contract for the same services. However, that procurement process will not be completed by February 28, 2024. As a result, City staff finds the need for the Council to extend the contract with Covenant Technology Solutions, Inc. (Covenant) for six (6) months commencing on February 29, 2024 and ending on August 29, 2024. During this time, City staff will complete the procurement process, and if needed, the transition from current contractor to the new contractor. This will allow the City sufficient time to complete the procurement process for IT Services and ensure the City's needed IT Services are provided.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

\$5,247.74 per month or on total \$31,486.44 over six months.

SUPPORTING DOCUMENTATION:

2021 Professional Services Agreement
First Amendment to the Professional Services Agreement for Information Technology Services with Covenant Technology Solutions, Inc.

STRATEGIC GOAL:

N/A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is dated April 1, 2021, but made effective for all purposes as of March 1, 2021 (the "Effective Date"), and is entered into between City of Madras ("City"), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and Covenant Technology Solutions, Inc. ("Consultant"), an Oregon corporation, whose address is 15 82nd Drive, Suite 120, Gladstone, Oregon 97027.

RECITAL:

Consultant will perform the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Consultant Services.

1.1 Services; Coordination. Subject to the terms and conditions contained in this Agreement, Consultant will perform the following technology support services for and on behalf of City (collectively, the "Services"): (a) those services set forth in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Consultant in connection with its performance of those services set forth in the attached Schedule 1.1; and (c) such other technology support services requested by City's administrator (or his or her designee) from time to time. Consultant will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the administrator (or his or her designee) and report directly to the administrator (or his or her designee), (y) devote such time and attention to the performance of the Services as City and Consultant deem necessary or appropriate, and (z) perform the Services to the best of Consultant's ability and in accordance with this Agreement, including, without limitation, the performance expectations described under Section 2 of Schedule 1.1. Consultant acknowledges and agrees that City may cause or direct other persons or consultants to provide services for and on behalf of City that are the same or similar to the Services provided by Consultant under this Agreement.

1.2 Schedule of Services; Conditions Precedent. The Services will be completed expeditiously and in a timely manner in accordance with this Agreement. Consultant acknowledges and agrees that City's selection of Consultant was based on the information and documentation provided or communicated by Consultant to City during the proposal and contract negotiation process, including, without limitation, Consultant's Response to RFI/RFP for IT Support – December 2020 dated on or about December 28, 2020 attached hereto as Exhibit A (the "Proposal"). Consultant represents and warrants that all information and documentation provided or communicated to City during the proposal and contract negotiation process is true and accurate in all respects, including, without limitation, the Proposal. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Consultant's performance of its obligations under this Agreement, including, without limitation, those Consultant obligations described under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Consultant's timely performance of the Services in accordance with this Agreement, City will pay Consultant the following fees:

<u>Services</u>	<u>Fees</u>
Managed Services (as defined in <u>Schedule 1.1</u>)	\$100.82 per City user, per month
Project Labor Rate	\$175.00 per hour

Consultant will submit monthly invoices to City concerning the Services performed by Consultant during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Consultant (and by whom) during the applicable billing period; (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the then-applicable per user rate, the number of users during the applicable billing period, and hourly rate(s) (if applicable) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the applicable Invoice. City's payment will be accepted by Consultant as full compensation for performing the Services to which the Invoice relates. No compensation will be paid by City for any portion of the Services not performed. Commencing on the first-year anniversary of the Effective Date, and continuing annually thereafter during the term of this Agreement on the anniversary of the Effective Date, the monthly per user fee for Managed Services will increase by five percent (5%) over the monthly per user fee payable during the immediately preceding twelve-month period. Notwithstanding anything contained in this Agreement to the contrary, Consultant will perform the "initial assessment" identified in the Proposal and Solicitation (as defined in Schedule 1.1) free of charge and at no cost and expense to City.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Consultant. Consultant will be responsible for obtaining Consultant's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will not reimburse Consultant for any expenses incurred by Consultant to perform the Services and/or in connection with this Agreement, including, without limitation, travel expenses, per diems, and/or technician certifications.

3. Relationship.

3.1 Independent Contractor; Taxes; Licenses. Consultant is an independent contractor of City. Consultant is not an employee of City. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Consultant will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3.2 No Agency Relationship. This Agreement does not create an agency relationship between City and Consultant and does not establish a joint venture or partnership between City and Consultant. Consultant does not have the authority to bind City or represent to any person that Consultant is an agent of City.

4. Representations; Warranties; Covenants.

In addition to any other Consultant representation, warranty, and/or covenant made in this Agreement, Consultant represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Consultant is duly organized, validly existing, and in good standing under applicable Oregon law. Consultant has full power and authority to sign and deliver this Agreement and to perform all Consultant's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Consultant, enforceable against Consultant in accordance with its terms. The signing and delivery of this Agreement by Consultant and the performance by Consultant of all Consultant's obligations under this Agreement will not (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant, (b) violate any law, judgment, or order to which Consultant is subject,

and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Licenses; Quality of Services. City has selected Consultant based on Consultant's reputation and specialized expertise. Prior to Consultant's execution of this Agreement, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a City business license. Consultant will perform the Services to the best of Consultant's ability, diligently, in good faith, in a professional manner, free from errors, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Consultant will be solely responsible for the Services. Consultant will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Consultant will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Consultant will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consultant's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Consultant in connection with Consultant's performance of the Services with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate coverage; (d) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (e) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of City). These minimum insurance limits may be provided by use of an excess or umbrella policy. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and City's Representatives (as defined below)) as an additional insured(s), and will contain a severability of interest clause. The insurance Consultant is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. Consultant will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) Consultant is required to obtain under this Agreement upon Consultant's execution of this Agreement and at any other time requested by City. If Consultant fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Consultant immediately upon City's demand.

4.4 Compliance With Laws. Consultant will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each obligation applicable to Consultant and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Consultant, this Agreement, and/or the Services, including, without limitation, Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, Americans with Disabilities Act ("ADA") of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Consultant will defend, indemnify, and hold City and each present and future City officer, employee, agent, volunteer, and representative (collectively, "City's Representatives") harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of

the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Consultant (and/or Consultant's directors, officers, shareholders, managers, members, partners, employees, agents, representatives, and/or contractors); (b) Consultant's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Consultant's breach and/or failure to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. Consultant's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Consultant will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Consultant's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Consultant will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Consultant is responsible (including, without limitation, any claims which may be brought against City), and Consultant will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Consultant will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Consultant's records will be maintained in accordance with sound accounting practices. Consultant's records concerning the Services, including, without limitation, Consultant's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Consultant will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without the city administrator's prior written consent, except that Consultant may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Consultant promptly notifies the city administrator of the order and complies with any applicable protective or similar order. Consultant will promptly notify the city administrator of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Consultant and mitigate the disclosure. Upon the earlier of City's request or the termination of this Agreement, Consultant will immediately return to City all documents, instruments, and/or materials containing any Confidential Information accessed or received by Consultant, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Consultant or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and/or litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Consultant; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will continue thereafter until February 28, 2024, unless sooner terminated as provided in this Agreement. This Agreement may be extended for one additional term of two years by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and

Consultant, and/or (b) by City for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Consultant.

5.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Consultant upon the happening of any of the following events: (a) Consultant engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (b) Consultant fails to comply with any applicable law related to Consultant's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services, including, without limitation, Consultant's failure to timely perform the Services; and/or (d) Consultant breaches and/or otherwise fails to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than ten (10) days after termination), Consultant will deliver to City all materials and documentation related to or concerning the Services. City will pay Consultant for that portion of the Services Consultant has performed and City has accepted prior to termination in accordance with this Agreement. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Consultant.

5.4 Remedies. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Consultant will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement (and/or the Services) will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Consultant will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provisions contained in an exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control; if a conflict should arise between the provisions of the Solicitation and Proposal occurs, the provisions of the Solicitation will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Consultant's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Consultant. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Consultant has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

6.7 Non-Discrimination. Consultant agrees that no person will, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Consultant. Consultant will 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. Consultant will comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:
City of Madras,
an Oregon municipal corporation


By: Richard Ladeby, Mayor

CONSULTANT:
Covenant Technology Solutions, Inc.,
an Oregon corporation


Tim Choquette (May 11, 2021 15:33 PDT)
May 11, 2021
By: Tim M. Choquette, President

Schedule 1.1
Description of Services

In addition to any other Services provided under this Agreement, Consultant will perform the following Services for and on behalf of City:

A. Services

1. Consultant will perform all services identified in the Proposal (collectively, the “Managed Services”), which Managed Services include, without limitation, those services identified on Pages 8-11 of the Proposal and the services identified under Section A, 2 of this Schedule 1.1, below. The Managed Services do not include those services identified on Page 12 of the Proposal under the section heading “Services Offered Beyond Those Required by City of Madras” (collectively, the “Supplemental Services”). Consultant will provide City the Supplemental Services on an as needed, as requested basis at the project labor rate identified under Section 2.1 of this Agreement.

2. As part of the Managed Services, Consultant will provide all services identified in City’s Request for Proposals Information Technology Support Services dated November 20, 2020 attached hereto as Exhibit B (the “Solicitation”), including, without limitation, those services identified under Section 3 of the Solicitation.

B. Standards and Expectations

In connection with Consultant’s performance of the Services, Consultant will:

1. Improve the service request ticket process. Take all reasonable steps and actions to prevent several days passing between ticket submission and when technicians contact City staff concerning the substance of the ticket.

2. Prevent “phone tag” between technicians and City staff.

3. Consultant will ensure that the City staff member is satisfied with the resolution. Consultant will determine if other users have the same or similar problem and implement resolution across all users.

4. Institute annual training on the use of the ticketing system/Help Desk. Ensure all City employees know how to request assistance via email, online system, and/or phone call.

5. Ensure computers are working for user(s) before and after an update occurs. Provide City staff advance notice when updates will occur, which notice will identify the type of update and who to contact if something is not working after the update. Consider batching updates (4 times per year) rather than small weekly updates to minimize user problems with updates.

6. Improve the ability to add and maintain software. Consultant will provide users the ability to add software.

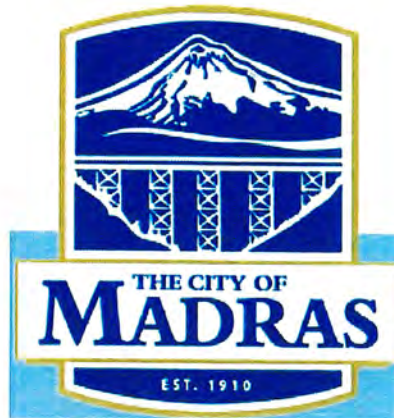
7. Provide cost effective hardware and software solutions. Determine if there are state programs that allow City to purchase hardware and software based on state procurements. Provide documentation that hardware and software acquisition are the lowest cost per specifications.

8. Take proactive measures to prevent software licenses from lapsing. Proactively monitor subscriptions and licenses and ensure timely renewals and payments are otherwise in place to prevent lapses and ensure that user functionality is maintained.

9. Institute regular computer diagnostic meetings with each user. City management and Consultant will determine an appropriate frequency of user meetings. Perform quarterly diagnostics with each user computer. The diagnostics must ensure that each computer is up to date with latest updates. Confirm that upcoming license renewals are setup for auto-renewal without disruption in service. Confirm back-up or synchronization of files is active between cloud/server and local workstation. Ask users if any usual computer functioning issues need to be addressed. Provide a timely, complete, and accurate report on the diagnostics for management to review.

Exhibit A
Proposal

[attached]



Response to RFI/RFP for IT Support – **December 2020**





[This page intentionally left blank]



Letter of Interest

Company Information:

Legal Name of the Firm:	Covenant Technology Solutions, Inc.
Address (principal service location):	15 82 nd Drive, Suite 120, Gladstone, OR 97027
Address (principal place of business):	15 82 nd Drive, Suite 120, Gladstone, OR 97027
Telephone Number:	503.715.3540
Web Site Address:	www.covenant-tech.net
Federal Employee Identification Number:	32-0012256
Business Identification Number:	01174045-9
State of Oregon Supplier Number:	104829
Legal Status/Organization Type:	S-Corporation
State(s) of Business Licensing:	State of Oregon
Date Firm established:	February 2002

RFI/RFP Contact Information:

Name:	Timothy M. Choquette
Title:	President/CEO
Address:	15 82 nd Drive, Suite 120, Gladstone, OR 97027
Telephone:	503.715.3540 x.202
Email:	TimChoquette@covenant-tech.net

About Covenant:

- ❖ The Team at Covenant Technology Solutions, Inc. (Covenant) is pleased to participate in this IT services RFP process. We fully understand the scope of work requested and look forward to meeting and exceeding all expectations desired by City of Madras.
- ❖ The clear advantage to City of Madras is our proven experience working with other organizations like yours and our first-class team and support platform that will serve the needs above and beyond the requirements provided.
- ❖ We focus geographically on the greater Pacific Northwest including the I-5 corridor between Eugene OR and Seattle WA, the municipalities across Oregon, and we serve our clients' remote offices located in most metropolitan cities across the United States.
 - Covenant is located in Gladstone OR over-looking the Clackamas River.
 - The majority of our team works from this office, including leadership, business development, client account managers, and support technicians.
 - When appropriate we partner with local experts to provide hands-on support in urgent situations; however, the control and responsibility for quality and SLA rests with your Covenant Team.
- ❖ Our intention will be a mutually beneficial partnership with City of Madras for years to come!



- With more than 470 years of technical support experience, Covenant serves clients in the Northwest and across the country. Founded on the belief that it is possible to provide cost-effective, enterprise-level support and solutions to the small to medium sized clients, the Covenant Ultimate IT Managed Service Plan provides all-inclusive end-user support, with proactive 24X7 maintenance for all existing assets. Our collective experience has equipped us with the knowledge and skills to develop efficient infrastructure that allows us to maintain an affordable rate structure, while ensuring maximum up-time within your technology environment.
- With Covenant’s unique support structure, City of Madras will also enjoy the benefit of a dedicated Client Advisor (CA). Your CA will integrate with your leadership team to discuss the business requirements of the organization and will provide guidance in choosing the best in technology to support your organization’s goals and staff requirements.
- ❖ Cybersecurity and Compliance have become a very large component of IT support. Covenant has invested heavily in achieving compliance and knowledge in the following security frameworks – HIPAA, PCI DSS, CJIS, CMMC (NIST 800-171 and 53), ITAR, and SOC 2.
 - Covenant has been chosen as Microsoft’s first Compliance Managed Service Provider (CMSP) on the West Coast for companies under 500 users. We have mastery of the M365 E5 security platform.
 - Covenant has CJIS Level 4 certification, we have achieved CMMC Level 3 and HIPAA HITRUST compliance.
 - Covenant has been selected to become part of Microsoft’s State Local Government (SLG) team.
- ❖ Our ‘Point of Brilliance’ is the way we bring our customers, our team, and our partners together to impact your business and lead you forward. Our approach to your support is unique in the industry. We believe our technology expertise is important; however, just as important is our ability (and desire) to have ongoing business conversations with you.

This proposal and cost schedule is valid for ninety (90) days following the proposal due date December 31, 2020 and will become part of the contract negotiated with your organization.

The person(s) signing below warrants, after reasonable review of their response to the RFP, that all information in the foregoing response materials is true to the best of their knowledge.

Tim Choquett
Signature

December 28, 2020
Date

President/CEO
Title

Covenant Technology Solutions, Inc.
Firm





Qualifications of Provider

Company History

Covenant Technology Solutions, Inc. was started on February 2, 2002 to provide enterprise-class IT support to small and medium-sized companies who might not be able to afford the level of support. The company was started by Timothy Choquette who had an extensive IT support background before starting this organization. He started as a small, 'break-fix' support company, but quickly evolved to advanced models of Managed Service Provider such as 'proactive', then 'progressive', and finally to a 'dynamic cloud-centric' model. Covenant is an industry leader operating in the 5th level of the Operational Maturity Level (OML) scale.

Industry Position

Microsoft has selected Covenant as their first Compliance Managed Service Provider (CMSP) on the West Coast for companies under 500 users to be their premier cloud and security solutions provider for the Microsoft 365 E5 security platform. Microsoft has provided their solutions engineers to help Covenant configure advanced security solutions using the M365 E5 suite of tools.

Covenant has been recognized as one of the top 10 Microsoft Azure providers/supporters by Ingram Micro, one of the top licensing sources in the world. In addition, Covenant is working on the cutting edge with PAX8, another premier software seller to give leadership to their MSP solution partners to achieve certification in their Cybersecurity Maturity Model Certification effort. Covenant is renowned in the MSP industry for exemplary outsourced IT support and cybersecurity expertise.

Covenant currently supports 3700+ computers and 2400+ network devices owned by 70+ Managed Service clients. In addition, Covenant handles software license management, security/compliance, and T&M and Project work for another 20 – 30 clients each year.

IT Support Experience

Covenant has a collective 480+ years of IT support experience including desktop helpdesk support, network infrastructure design and implementation, IT budget preparation and evaluation, business process consulting, cybersecurity compliance and configuration, software support and upgrading, and asset life-cycle planning and management. Many of our 29+ employees have certifications in the following:

- Microsoft Certified Solutions Associate: Cloud Platform – Exams 533 and 534
- MS-100: Microsoft 365 Identity and Services Certification
- Amazon AWS Certified Solutions Architect
- MD-100: Windows 10 Certification

With over 480 years of combined technology implementation, systems development, technical writing, technology project management, and technical support along with Covenant's Client Advisory team, Covenant can say that our experience is second to none in the region.



Cybersecurity Framework Compliance/Experience

Cybersecurity has come to the forefront as a focus for MSP services. Security is a multi-faceted effort including proper network infrastructure design and implementation, computing device patching and updating, security platform implementation, and regular risk assessment. To meet these needs Covenant has leveraged the Microsoft 365 GCC E5 security platform, automated patching and updating, and has implemented automated reporting to identify and evaluate security risks.

City of Madras has to comply with specific security frameworks namely the Criminal Justice Information System (CJIS) provided by the FBI for the Police Department. City of Madras also has cyber insurance compliance obligations. Covenant has been instrumental in reviewing and assisting in putting the compliance infrastructure (Microsoft M365 E5 Security Platform) in place and tuning it for maximum protection. As you know, security is an incremental effort and requires constant review and improvement. Covenant has the expertise and experience to meet and surpass those requirements.

To meet the demands of compliance, 23 of Covenant's technicians and leadership have been certified for CJIS Level 4 access enabling us to fully support the systems and infrastructure that connect to the Law Enforcement Data System (LEDS). In addition to CJIS certification, all Covenant employees undergo annual HIPAA training to enable us to remain HIPAA HITRUST compliant.

Municipality Experience

Covenant has been supporting cities and counties steadily since July 2002. Currently under contract are Jefferson County OR, City of Madras OR, Lincoln County OR, and Drain OR. Before that, Covenant worked with Oregon City OR and other smaller cities. Covenant has a special interest in helping the counties and cities in Oregon to get Federal funding and to help them upgrade their 5+ year old technology to secure data from ransom and corruption. In addition, we have become proficient with configuring and deploying MDT's and other tools and applications used by each of the departments.

Covenant is proficient in developing technology budget projections and playing an integral part within each municipality creating their technology roadmap. Example, planning the migration into the City of Madras' city hall/police department facility. This project required working with architects and suppliers to configure the space for secure and efficient network infrastructure. We are very strategic and integrate with the vision and leadership of the City to fulfill the ever-evolving needs of the City. We believe that we clearly understand the needs and daily data flow for municipalities and state agencies.

Microsoft 365 GCC & Azure Experience

As mentioned in our Letter of Transmittal, Covenant has been chosen as Microsoft's first Compliance Managed Service Provider (CMSP) on the West Coast for companies under 500 users. We have mastery of the M365 E5 security platform and have created an implementation strategy that we have named 'Fortify'. This service/methodology enables Covenant to configure and implement Microsoft's cybersecurity platform correctly and effectively. In conjunction with M 365 GCC and the Compliance module built into Microsoft's platform, Covenant has achieved Cybersecurity Maturity Model Certification (CMMC) Level 3 compliance which is a requirement to sub-contract for the Federal Department of Defense. Covenant is a leader in the Managed Service space for cybersecurity protection.



Staffing and Skills Matrix

Covenant is proud of our 29+ employees and our 480+ years of technical support experience. Here is a summary of our staff and skill levels.

Staff Type and Years of Technical Support Experience

Skill Type	Count	Total Years
CA	2	14
Director	5	125
Owner	1	25
Tier 2	14	204
Tier 3	7	115
Grand Total	29	483

Certifications

Twenty-three of Covenants technicians and leadership have been certified for CJIS Level 4. See additional certifications below.

AWS Cloud Practitioner	AWS Solutions Architect Assoc	MS-100	MD-100	AZ-104	Other Current	Totals:
3	1	6	2	1	2	15

Office/Technician Locations

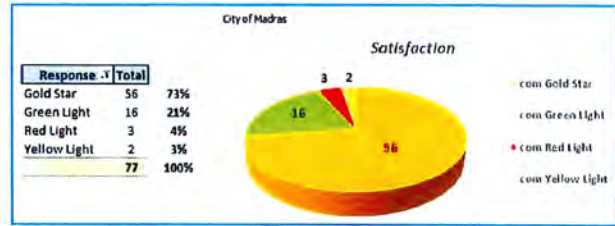
- The Corporate office is located in Gladstone OR (a suburb of Portland).
- Some technicians live in the Bend OR area and are available to be on-site in very short order.
- Covenant also has rented a room in Madras OR to accommodate overnight stays for technicians as required.



Services Proposal

Meeting the City's Scope of Work

Covenant has enjoyed serving City of Madras for the past 9 years. Many improvements have been made in the infrastructure and security during that time. We have strived to provide Simplified, Standardized, Secure, and Efficient service. At the same time, recognizing that each functional group has unique needs, we have worked closely within departments to identify and adapt to those needs. The Police Department, City Administration, and Public Works are examples. This has led to improved processes and the satisfaction results prove the point. Over 94% of City users have selected 'Extremely Likely' (Gold Star) or 'Likely' (Green Smiley) to recommend Covenant to others. Our focus is on high quality customer service. We respond to and resolve concerns as they occur with the purpose of continual improvement. With that priority, here are our service responses.



A. Point Person for All Things IT

Covenant’s assumed role as a Managed Service Provider is to literally be the “point person for all things IT”. Using our Client Advisor as the liaison with the client, all service and support activities are managed to provide seamless IT support even before it is requested/needed in many cases. Our support team includes a Person in Charge (PIC) to review and dispatch each request that comes in, a team of Tier 2 technicians to remediate the issues, and a team of Tier 3 / Professional Service technicians to perform all planned project work. In addition, Covenant employs a Director of Professional Services / Sales Architect and Director of Emerging Technology to plan and quote all technology enhancements and to review emerging technologies for their suitability to solve City of Madras technology challenges. Finally, our Director of Cybersecurity & Compliance assists with any security compliance requirements. This complete team, in concert, will act as your “point person for all things IT”.

B. Initial Assessment

Covenant has been diligent to evaluate City of Madras’ technology infrastructure and has recommended technology refreshes that improved performance and relieved end-of-life pressures for the City. Those refreshes were developed in cooperation with the point of contact and his staff in consideration of the workflow and security needs of the City. The same kind of written review will be completed for each of the departments on an ongoing basis. Licensing has been orchestrated to give City of Madras the correct versions that will provide the best performance and protection.

Desktop Applications Support

Desktop support is Covenant’s historic core expertise. With new tools come efficiency and accuracy. Covenant has implemented support tools and techniques that ensure accurate and simplified configuration of computing



devices and peripherals. We are able to prepare immediate inventories of hardware and software enabling us to monitor life-cycle relevance. Of course, all inventories/lists are available for City review. It is understood that timing of maintenance activities is crucial for on call employees (Police Department, City Administration, Wastewater, and so on). Covenant will coordinate maintenance windows and software upgrades to meet City of Madras' needs.

C. Server and Workstation Administration Services

Servers and workstations are key to the security effort. Operating System (OS) patching and updating is crucial to maintain a secure condition. Servers age more and more quickly as the years go by. Server OS's seem to be reaching end-of-life more quickly. In response to these facts, Covenant will engineer, propose, and replace/upgrade the City's server infrastructure. This review/upgrade process is necessary to maintain security and the performance levels required for efficient performance of the City and staff. Covenant is expert in this process.

All changes to configurations or hardware will be 1) proposed in advance, 2) approved by the appropriate City authority, 3) scheduled appropriately, and 4) tracked in our ticketing system. All tickets are archived for a minimum of 6 years for future reference. In addition, many reports are available to track performance for Patch Health, Hard Drive Health, and similar performance metrics.

D. Network Administration Services

Implementation of Microsoft 365 has enabled Covenant to monitor intrusions and vulnerabilities in the City's network infrastructure in real time. Intrusion Detection and Data Loss Prevention are critical to network security. Covenant will monitor and report all malicious activity as well as healthy operation. In addition, Covenant will prepare runbook automation that will trigger automatically in response to detected anomalies. Reports of these activities will be provided as a regular security performance review. System firmware updates are included in the network device maintenance plan and will be performed periodically as needed. These services include all technology devices noted and will be maintained with full notification of timing and magnitude if outages are required. This is central to Covenant's MSP service offering.

E. Email

Covenant has become expert in managing Microsoft's M365 environment including email management and protection as indicated by Microsoft selecting Covenant as first the Compliance Managed Service Provider (CMSP) on the West Coast for companies under 500 users. This includes the security layers surrounding email management – encryption, SPAM filtering, phishing prevention, and email archiving. These services are Covenant's expertise and will provide City of Madras peace of mind as well as early warning of maintenance and service outage issues.

F. Security, Backup Efforts and City Website

As mentioned earlier, City of Madras has security framework compliance requirements. Covenant has prepared for and implemented the required security platform and policies to meet those requirements. In addition,



Covenant maintains a vigilance against ransomware and malicious attacks with a comprehensive Business Continuity and Disaster Recovery plan which involves full, offsite (Cloud-based) VEEAM backups, hosted VEEAM Servers for easy transportability, and Cloud-based server configuration in Azure and Amazon Web Services (AWS) for immediate infrastructure recovery. The Plan is reviewed and updated regularly as part of our on-going risk assessment process. Security is a primary concern for Covenant as well as City of Madras. It will be one of our primary focuses when providing IT services to City of Madras.

G. Security Framework Compliance

During 2019 and early 2020, Covenant assisted City of Madras in passing its triennial CJIS audit. This included reviewing existing compliance policies and recommending updates and improvements to those policies. To meet the demands of compliance, 23 of Covenant’s technicians and leadership have been certified for CJIS Level 4 access enabling us to fully support the systems and infrastructure that connect to the Law Enforcement Data System (LEDS). In addition, Covenant implemented the Microsoft M365 security platform using its ‘Fortify’ methodology. This platform sets the City up for regular monitoring and automated risk mitigation. In addition, penetration testing, incident response planning, and response testing is now able to be implemented. Azure Sentinel has been implemented and will fill the role of SIEM/SOAR for the City. All of these efforts will ensure continued compliance to CJIS and fiduciary responsibilities.

H. Strategic Planning

You have seen Covenant’s design and planning process at work on various projects we have completed for the City. Covenant employs a Solutions Architect, a Director of Emerging Technologies, a Director of Professional Services (projects), and Client Advisors that jointly review, engineer, procure, and implement technology solutions that include current hardware and configurations to ensure state-of-the-art technology performance. All engineering configurations, budgeting spreadsheets, and project documentation is retained and is available as required. On-going financial reporting and project progress details will be presented in the monthly Steering Committee meetings with the Client Advisor.

I. Budgeting/Financial Planning and Forecasting

As mentioned above, you will be assigned a Client Advisor who will assist you in budget creation and planning in order to meet your fiduciary requirements. Covenant has had many years of experience in forecasting technology needs with the associated financial budget. This service is included in the monthly flat fee for service.

J. On Demand Response

Covenant’s help desk is available during business hours to provide immediate response when users have issues. In addition, an OnCall technician is available 24x7 to resolve emergency problems that might occur. The Client Advisor is available 24x7 as an escalation resource with a key role to coordinate Covenant’s emergency response. The Client Advisor is also the first call when service issues arise. It is his/her responsibility to be the customer’s advocate in the service improvement process. To provide the highest quality of support, a specific team is assigned to your account to capture detailed knowledge about application and workflow requirements.



Covenant’s SLA is illustrated in **Appendix 1**. Response is dependent on Severity and Impact as shown in the chart. As Covenant uses a ticket-based dispatch system, this SLA determination helps us to determine the best response and time-window for an efficient and simplified resolution. See **Appendix 2** for Covenant’s Escalation Matrix and Organization Chart for meeting emergent issues. To facilitate needed on-site response, Covenant has positioned technicians in close proximity to Madras and will send technicians for periodic on-site support. Note that scheduled on-site visits are covered under the monthly fixed fee. Emergency on-site visits within the 2-hour response requirement is managed at an additional charge.

References

These clients have agreed to provide reference information:

Company Name	Contact Name	Email	Phone
Jefferson County	Jeff Rasmussen	jeff.rasmussen@co.jefferson.or.us	(541) 475-2449 ext. 4012
Norris Beggs & Simpson	Ken Moody	kmoody@nbcollec.com	503) 273-0330
Sea-Tac Lighting	Amber Chantry	achantry@SeaTacLighting.com	(206) 708-8062

Support Services Specific Questions

The proposed contract (Appendix C) is fully accepted by Covenant. The insurance coverages are appropriate and will be maintained.

- A. *Is help desk available?*
Yes. See item C. above.
- B. *When is support availability (days of the week and time as well as evening and weekend support)?*
8a-5p Monday-Friday, 24x7 for emergencies (system down, unable to work and so on).
- C. *Do you provide a toll-free phone number to access support help?*
Covenant provides a local support number to eliminate any toll charges - 541.248.2291.
- D. *Number of staff that will be available for support?*
Covenant employs over 30 qualified technicians and leadership, all of which can be brought to bear on any situation. Typically, a pool of 10+ Tier 2 technicians take calls from 8am – 5pm, Monday – Friday. There are 5+ Tier 3 specialists that handle complicated or emergency issues. The Service Team leadership (3) are also Tier 3 level technicians as well. Your Client Advisor is your advocate to resolve service concerns and to assist with planning and budgeting and as the point person in emergency situations.
- E. *Structure of charges for support (e.g., ongoing preventative maintenance fee verses on demand calls and consultant services).*
All services listed in **Appendix 3** are included in the fixed monthly fee. Scheduled technician on-site visits are included. Client Advisor meetings (Technical Steering Committee) and site visits are also included in the monthly fee. Project labor and parts costs are quoted in advance for approval.
- F. *Steps for resolving problem escalations.*
 1. Create a support request (Covenant Client Central (CCC portal), email to helpdesk@covenant-tech.net, or call to 541.248.2291.



2. Depending on the nature of the request it will be handled on the phone, scheduled for resolution, or escalated for immediate response.
 3. After hours, an emergency situation will be handled by phone by the On-Call Tech or if required, a technician will be contacted to go immediately on-site.
 4. In the case of a data breach, virus attack, or other security attack, the Incident Response protocol and Team will be engaged. Their response will depend upon the type of incident.
 5. In the case of a service quality concern here are the resolution steps:
 - a. Contact your Client Advisor (CA) to make him/her aware of the concern.
 - b. CA will contact Director of Operations to discuss the situation.
 - c. Director of Operations will investigate the situation and propose a resolution.
 - d. CA will discuss proposed resolution with the client.
- G. Final authority regarding conflicts.*
Tim Choquette, President/CEO, tchoquette@covenant-tech.net, (503) 805-3830
- H. Response time and goal for resolving problems.*
See Service Level Agreement (SLA) in **Appendix 1**.

Services Offered Beyond Those Required by City of Madras

City of Madras typifies our target client. Our service offering is designed to meet the City's requirements now and anticipated in the future. But we do some other things as well. Here is a list of other services available:

- Plan and execute data center moves including hiring and managing moving services.
- Low voltage cabling and testing.
- Technical plan review including planning for technology needs in new facility builds.
- Technical Project Management. Our own certified Project Management Professional (PMP) can provide large project management services.
- Cybersecurity policy development and documentation. Our Security Team headed by our Director of Cybersecurity & Compliance can design and prepare security documentation that meets NIST and government standards.
- Software/system supplemental training.

As these services are not required as part of City of Madras' day-to-day IT support needs, they are not priced into the monthly fixed fee. These services are available on a project basis and are quoted as needed.

Prior Contract Terminations or Defaults

Things change economically and strategically with our clients; some due to price, other due to business cessation or acquisition, and still others think that bringing support services in-house gives them a business advantage. Occasionally, expectations are misaligned or are just not met. Covenant has not had a termination due to default or failure to execute on our service agreement.



Cost of Services

NOTE: For a list of services included in this pricing, see **Appendix 3.**

	Monthly	Annual
Managed Services:		
SA – Services Agreement.MSP	\$4,940 or \$100.82/user *	\$59,280
Current User Count – 49	* Subject to a 5% annual increase.	

Project Labor Rate – \$175.00 / hour

On-boarding Fee – \$2,470 - Waived when Covenant is chosen

Tech On-site – Scheduled site visits are no additional charge. If additional on-site time is required, that rate will be negotiated.

No additional Charge for travel time, travel expenses, or per diems or technician certifications.

Projects are estimated and quoted before undertaken. Procurement time can vary based on supply chain issues and product complexity. Workstations, laptops, monitors, and printers can be acquired within a week after down payment is received. Other devices can take longer based on availability.

*All rates reflect a government discount.



RFP Response Summary

In summary, Covenant is happy to provide proactive and predictive support services, an excellent support helpdesk (see satisfaction statistics above), routine preventative maintenance services, recommendations for system/process improvements and cost savings, improved system reliability and capacity, and technical support for future designs and purchases of equipment, software, and software licensing. Covenant will also provide world class cybersecurity, business consulting, project management, procurement-as-a-service, vendor liaison and management, 24x7 emergency response, and operations monitoring. In addition, Covenant will provide a Client Advisor (vCIO) and dedicated Service Team. All of these services are included in the pricing structure defined below.

The biggest benefit for choosing Covenant is the experience and in-depth understanding that Covenant has acquired over our time supporting City of Madras and the integration of Covenant into City business processes, planning, and improvement efforts. Covenant has brought a number of security and compliance enhancements including the Microsoft 365 Cybersecurity platform, successful completion of the triennial CJIS audit and security review, and infrastructure enhancements to City of Madras. Continuation of this integration is an immeasurable benefit to City of Madras.



Appendix 1 - Service Level Agreement



SLA Levels and Standard Response Times

Definitions:

Level of Severity

- Low** One user or a small group of users is affected
- Medium** Departments or a large group of users are affected
- High** Entire company is affected

Business Impact

- Low** Very minor issues, with no real impact to user or business functions
- Medium** Regular business functions are impacted, but there is a reasonable workarou
- High** Critical - Major business functions affected or have stopped completely

Standard SLA Priority Levels:

		Severity		
		High	Medium	Low
Impact	High	P1 - Emergency	P2 - Urgent	P2 - Urgent
	Medium	P3 - Quick	P3 - Quick	P4 - Normal
	Low	P4 - Normal	P5 - Low	P5 - Low

Corresponding Response Times:

	Respond	Plan (In Progress)	Resolve
P1 - Emergency	1 Hour	3 Hours	6 Hours
P2 - Urgent	2 Hours	4 Hours	8 Hours
P3 - Quick	3 Hours	6 Hours	12 Hours
P4 - Normal	4 Hours	8 Hours	16 Hours
P5 - Low	8 Hours	24 Hours	40 Hours
P6 - Sched. Maint.	24 Hours	40 Hours	80 Hours

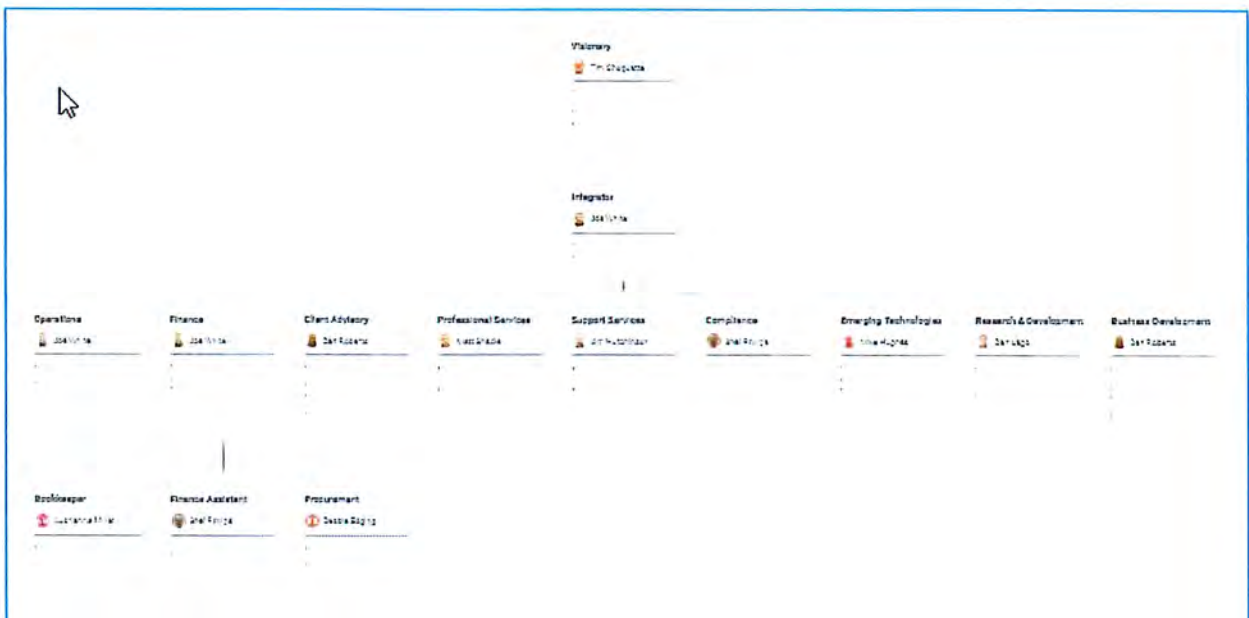
SLA is expressed in terms of Covenant Technology Solutions' Office Hours (BAM - 5PM, M-F)





Appendix 2 – Escalation Matrix & Org Chart

Points of Escalation	Primary: Technical	Secondary: Sales / Client Advisor
Level 1: Covenant Dispatch	541.248.2291 (#1)	Tom Choquette, Client Advisor Cell: (503) 708-6789 Email: tdchoquette@covenant-tech.net
Level 2: Dir Operations & Dir Client Advisors	Joe White Cell: (360) 771-8333 Email: jwhite@covenant-tech.net	Dan Roberts Cell: (503) 462-3874 Email: droberts@covenant-tech.net
Level 3: President/CEO	Tim Choquette / President Cell: 503-805-3830 Email: tchoquette@covenant-tech.net	





Appendix 3 – Included Services

Offering	Service Na	Notes
After-Hours Technical Support	After-Hours	5pm -8a - 7 days per week
Asset Inventory & Tracking	Asset Mgmt	ConnectWise: Automate
Asset Management	Asset Mgmt	
Lifecycle Asset Planning	Asset Mgmt	
Renewal Management	Asset Mgmt	
Software Licensing Management	Asset Mgmt	
MAM	AV	Office ATP
MAV	AV	Microsoft Defender/Webroot
BUDR - Local	Backup	VEEAM and SkyKick
Technology Budgeting	Budgeting	CA - Tom Choquette
vCTO	Budgeting	CA - Tom Choquette
Dedicated Client Advisor	CA	Tom Choquette
Assigned Covenant Service Team	Helpdesk	
Helpdesk - Remote TechSupport	Helpdesk	
ISP Management	Liaison	
Vendor Management	Liaison	
LAN Network Monitoring & Management	Network	Standard monitor set
WAN Network Monitoring & Management	Network	Standard monitor set
Wireless Equipment	Network	
Procurement Processing	Procurement	
Covenant Service Desk Client Service Board	PSA	
Escalation to Covenant Service Team	PSA	
Service Desk - Standard	PSA	
24x7 Patch Management	RMM	
24x7 System Updates	RMM	
Backup Administration	RMM	
Covenant Service Desk Toolset	RMM	
Network Administration	RMM	
Printer Administration	RMM	
Server Administration	RMM	
System Administration	RMM	
VM Administration	RMM	
Workstation Administration	RMM	
Cybersecurity Protection	Security	Microsoft 365 GCC
Phone System	PBX	Covenant has partners to assist
Security Operations Center	SOC	
Phishing Training	Security	
Donuts at every IT Meeting		Morale booster
Travel time and expenses	Exp	Included

Exhibit B
Solicitation

[attached]

City of Madras
125 SW "E" Street
Madras, OR 97741
541-475-2344
An Equal Opportunity Provider

**Request for Proposals
Information Technology Support Services**

Issue Date: November 20, 2020

Due Date: December 31, 2020

1. Introduction:

The City of Madras (City) is soliciting proposals from qualified professional individuals and/or companies (Consultant(s)) to provide information technology (IT) support services. The qualified Consultant selected will be the point person for the City of Madras for all IT needs. The qualified Consultant will enable the City to maintain and improve its IT system, improve quality of service, minimize support costs, and maximize return on investment in IT support. The nature of the service will be ongoing support and coordination of the City's IT system to ensure proper implementation of new technologies, general maintenance, and troubleshooting of the IT system. It is the general intent of the City that the Consultant will perform routine maintenance and updates to the IT system, as well as providing a needed resource for both the end user of the IT system and staff.

2. Background Information:

In 2013, the City moved into a new Police Station/City Hall which included significant improvements. These improvements included, but are not limited to, high availability of infrastructure, fault tolerance, disaster recovery, business continuity, and meaningful usage for all events and aspects of the City. The improvements have resulted in security enhancements, application upgrades, retention of critical data, secure separation of networks between departments, redundant server architecture, and the ability to separate networks and server functions.

The City currently has computer hardware equipment located in the following five primary locations:

1. Police Station/City Hall
2. Public Works "B" Street
3. South Wastewater Plant
4. Madras Municipal Airport
5. Desert Peaks Golf Course Clubhouse and Shop.

Throughout these facilities, the City maintains approximately:

- 11 servers (Servers are on Windows Server 2012 R2, 2016, and 2019)
- 65 workstations/laptops

- 15 Surface Go tablets
- 28 printers, 6 firewalls
- 16 Wi-Fi access points
- 9 switches
- 5 Universal Power Supplies
- 1 NAS,
- 4 other controllers/devices
- 8 surveillance cameras.
- Current desktop computing operates on Windows 10 Professional

3. Scope of Work:

The primary scope of work is to provide proactive and predictive support services, routine preventative maintenance services, recommendations concerning system improvements and cost savings, improved system reliability and capabilities, and technical support for future designs and purchases of equipment, software, and license agreements. Additional services include business consulting, project management, procurement as a service, vendor liaison and management services, and 24x7 service desk and operations monitoring.

The Consultant will establish and maintain the City's independent email account and ensure each City employee can appropriately establish and maintain an email account. Below is a detailed list of the IT support and services the Consultant will provide the City:

A. Point Person for All Things IT

The Consultant will oversee all of the City's Information Technology system and be the point of contact for anything related to IT. This includes being responsible for scheduling with the City for any maintenance needed for internet service equipment, software, hardware, and telephone system. The City needs a effective IT manager who will make sure we are provided with reliable service that meets City needs while being the most cost effective. City employees do not understand IT.

B. Initial Assessment

The Consultant will provide a detailed written report within 45 days of commencement of the contract, and by January 15th of each year thereafter during the term of the contract, containing an analysis of the City's computer infrastructure (i.e., computer hardware, software, and peripheral IT devices and equipment). The written report will contain an analysis of all license agreements and an evaluation of equipment efficiency, life expectancy, capacity, speed, and current processes. The written report will also contain recommendations to improve the City's entire computer network, hardware, software, and license agreements.

B. Desktop Applications Support

Perform basic support functions, including installing desktops, laptops, PDAs, mobile phone support, network printers, and standalone printers as well as other computer peripherals and office automated software. Coordination with and maintain the police department's EIS system. Consultant will diagnose and correct desktop application problems, configure all computers for standard applications, and identify and correct end user hardware problems (Consultant will perform advanced troubleshooting). Update and maintain an

inventory of all computer-related hardware and software and make the same available to City staff upon request.

C. Server and Workstation Administration Services

Manage computer network and associated hardware, software, and communications and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Monitor server performance and capacity management services.

Ensure scheduled preventive maintenance for equipment is promptly performed and develop back-up plans and procedural documentation. The Consultant will be responsible for configuration management, including changes, upgrades, patches, etc. Management of user logins and password security documented. The Consultant will support software products relating to servers and workstations. The Consultant will also timely respond to repair and maintenance work for the user. From time to time City employees will require workflow improvements, applications, and/or other techniques to improve user performance.

D. Network Administration Services

Maintenance and support of network equipment, including the site to site wireless, local area public/private wireless, switches, firewalls, routers, and other security devices are required. Coordination with the ISP providers of Bend Broadband, Silver Star, Sureline Broadband, LightSpeed Networks, or any other future ISP provider is also required. Additionally, installation, monitoring, and maintenance of all City assets is mandatory (i.e., printers, scanners, network devices, backup, WAN, LAN, VOIP phone system, security cameras, public access cameras, web sites, and any other computer peripherals or devices). Analyze routine configuration changes and install software patches and upgrades as well as minor cabling, if needed. Design alert notifications to designated City personnel in the event of failure. Complete proactive monitoring of network equipment, including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached. Network performance and capacity management services, and network troubleshooting. Maintain network documentation and procedures. Finally, since much of the City's data and infrastructure has been moved to the cloud, Consultant will need to have cloud experience/capability.

E. Email

The Consultant will manage the City's email system (Microsoft M365 Email) and ensure domain name is established properly. The Consultant will be responsible for adding, deleting, or changing employee email accounts of City employees and ensure that each email account is working efficiently and effectively free of uninterrupted errors, and ensure that each individual email account can maintain ample server space so that employees may store several years of email data. Secure encrypted email, email archiving, and SPAM protection services are required and must be monitored and maintained by the Consultant. An email account notification will be established for reporting IT maintenance problems or needed support. This account will be directed to both the finance department and to the Consultant and will serve as a record log for all IT support calls.

F. Security, Backup Efforts and City Website

The Consultant will ensure that all City servers, desktops, and laptops are protected by antivirus software and that adequate firewall(s) are in place to prevent unwanted intrusion into the City's computer network system. Systems will be designed to notify City employees when system securities are breached and when system hardware is not operating efficiently. The Consultant will perform security audits as requested and notify City personnel immediately of suspected breach of security or intrusion detection. A backup system will be established to prevent loss of data and functionality. The Consultant will configure the City's system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel. The Consultant will provide support and maintenance service for the City's website.

G. Security Framework Compliance

The Consultant will maintain compliance for CJIS and NIST 800-53 security frameworks including CJIS Level 4 Certification for their systems and technicians accessing City of Madras systems. Experience with the Microsoft 365 GCC High security platform is required.

Compliance will include annual, or more frequently as appropriate, security training including email phishing, and ransomware protection. Consultant will provide annual penetration testing and risk assessment. Data Loss Prevention and Intrusion Detection will be managed with a SIEM/SOAR capability. The Consultant will train Madras staff about changes and updates to systems that impact security and user performance.

H. Strategic Planning

The Consultant will engineer, plan, and design services for major system enhancements, including installations and upgrades of new and existing systems. Examples include major server upgrade, storage system upgrades, redesign of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchases of hardware, software, and technology needs. Install new servers, software, and hardware and transfer data when required. Strategic planning, design, and installation/upgrade of core network systems. Examples include major network upgrades, provider changes, IP schema design, installation of core network devices, and so on.

I. Budgeting/Financial Planning and Forecasting

Consultant will assist in preparing 5-year departmental budgets to include adoption of emerging technologies, cybersecurity improvements, infrastructure enhancements, acquisition of Federal and state grants, and business continuity/disaster recovery preparedness, as well as City service expansion. These budgets/forecasts will include software upgrades and Operating System end-of-life response.

J. On Demand Response

The Consultant will offer proactive and predictive solutions for on-demand responses to the City's IT requests. The Consultant will have access and be available during the City's normal business hours. The Consultant will be expected to perform maintenance service after hours and on weekends in situations which would least likely disrupt City staff during regular business hours. The Consultant will be expected to guarantee a two hour response time for emergency situations. The Consultant will be expected to provide seamless integration to City staff for support via phone, email, and portal to Consultant's service

request system. City will be expected to have full access to this system. Consultant will be expected to demonstrate their NOC's capabilities and provide Consultant's SLA and escalation matrix along with in house organizational chart which will coincide with the City's requirements.

4. Confidentiality:

Confidentiality of computer information and data is vital. The selected Consultant and its employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. The Consultant must permit the City to perform a criminal background investigation on Consultant's employees who have access to the City's system and the Consultant will provide requested employee information when reasonably requested by the City.

5. Miscellaneous:

The Consultant will be permitted to perform some routine procedures remotely; however, the Consultant will be expected to perform on site visits both for routine preventative maintenance and on demand response. All on-demand requests will be coordinated through the finance department either through the Director of Finance or his or her designee.

6. Submission Requirements:

Proposals should address the aforementioned subjects with reasonable specificity. The City is looking for content, organized effort, and solution-oriented procedures. The goal is a secure smooth operating, efficient processes, and an effective IT system. Due to the nature of this process, it is requested that each proposal be brief and to the point and consist of no more than ten pages. Each proposal will provide the following information:

A. Letter of Transmittal:

The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:

1. Proposer's name, address, phone number(s), and website address.
2. Name, title, email address, and phone number of the person authorized to represent the proposer.
3. Federal and State taxpayer identification number.
4. State Supplier No.
5. A brief statement of the proposer's understanding of the services to be performed and commitment to provide the services.
6. The letter must be signed by the person authorized to represent the proposer.
7. A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date.

B. Profile:

Provide a short profile of the firm including at a minimum the following:

1. Length of time in business.
2. Length of time in providing the same or similar proposed services.
3. Number of clients.
4. Number of clients in the public sector.
5. Number of full-time employees and areas of involvement (e.g., technical support, programming, consulting, sales support, and administrative support).
6. Location of office to service the account.
7. A skills matrix for the employee(s) that will be servicing this account.

C. Proposal:

1. Describe the approach the proposer will use in providing the services required and the methodology for providing on-going support.
2. Describe how the proposer is positioned to provide the services and provide a history of experiences on providing similar services.
3. Provide the name, title, address, and phone number of at least three references of clients who have received similar services from the proposer, including information referencing the actual services performed, number of users, and length of tenure.
4. Support services questions to address:
 - A. Is help desk support available?
 - B. When is support availability (days of the week and time as well as evening and weekend support)?
 - C. Do you provide a toll-free phone number to accesses support help?
 - D. Number of staff that will be available for support?
 - E. Structure of charges for support (e.g., ongoing preventative maintenance fee verses on demand calls and consultant services).
 - F. Steps for resolving problem escalations.
 - G. Final authority regarding conflicts.
 - H. Response time and goal for resolving problems.
5. Scope of services beyond the RFP that the proposer provides which may be of interest to the City.
6. Proposal summary, including why the proposer is pursuing the services and how it is uniquely qualified to perform the services.
7. Explanation of any contract termination or default or other incident in the past five years. Termination or default is defined as notice to stop services for non-performance or poor performance, whether the issue was litigated or not. If default occurred, list name, address, and phone number of the party. If no such termination occurred for default, then declare no such event took place.
8. Cost of Services:
 - A. The proposal must contain a fee schedule that includes hourly rates for proposed on-demand calls with a fixed monthly rate for ongoing preventative maintenance services.
 - B. Describe how the proposer's services are priced, and any specific pricing you are able to provide.

C. Define any additional charges (e.g., travel expense, licenses, subscription, etc.).

9. Proposal Summary:

Summarize the proposal and the proposer’s qualifications. The proposer may include other pertinent information that helps the City determine the proposer’s overall qualifications.

7. Evaluation Criteria and Process:

A selection committee will conduct an initial evaluation of qualifications and will rate each submittal based upon the following criteria:

Criteria	Points
Experience in Public Sector support	1-10
Understanding of services to be provided	1-10
Personal experience	1-10
CJIS Level 4 Certification (1 pt. for each cert.)	1-10
Cybersecurity Framework Compliance	1-10
Geographic Proximity & On-site Support	0-5
Project approach	0-5
Satisfaction of clients and end users	0-5
Presentation of proposal (clarity & creativity)	0-5
Proposal lowest cost	0-5
Maximum Total Point	65+

8. RFP Timeline:

Event	Date
RFP Issued	November 20, 2020
Walkthrough at City Hall	December 4, 2020
Deadline for RFP Submission	December 31, 2020
Proposer Interviews	January 7 & 8, 2021*
Contract Sign and Service Begins	March 1, 2021

*Interviews may be conducted on-site or via video-teleconference, at the discretion of the City or as required by State of Oregon COVID-19 requirements.

9. Deadline for Submission of Proposal:

Each proposer will provide 10 hard copies of the proposer’s proposal to Madras City Hall (address provided below) by 3:00 p.m. pacific standard time on December 31, 2020

(Because of Covid-19, you may want to request electronic copies (PDF) with a Teams Meeting to validate receipt).

Proposals received after the deadline date/time may not be considered. One copy should be submitted as a loosely bound reproducible copy. All copies of the proposals must be under sealed cover and plainly marked as "Information Technology Support Services Proposal." Proposals must be delivered or mailed to:

**City of Madras
IT Support Service Proposal
125 SW "E" Street
Madras, OR 97741**

Any questions regarding this proposal are to be submitted to:

**Nicholas Snead
City of Madras
125 SW "E" Street
Madras, OR 97741
541-475-2344
nsnead@ci.madras.or.us**

10. Disclosure:

- A.** Proposers responding to this solicitation do so at their own expense. The City is not responsible for any expenses associated with the preparation of any proposals. The City reserves the right to reject any and all proposals and/or waive any and all formalities if in the City's best interests.
- B.** If a contract is awarded, the City will award the contract to the proposer whose proposal will best serve the City's interests, considering price and various other considerations, including, without limitation, experience, capability, and expertise. The City may, at its sole option, either accept a proposer's initial proposal by award of the contract or enter into discussion with the proposer whose proposal is deemed to be reasonably suitable for award.
- C.** The City and any selected proposer will enter into a contract concerning the IT services. The contract will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to the City. Without otherwise limiting the generality of the immediately preceding sentence, the contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, and representations and warranties.
- D.** If awarded, the contract will not obligate the City to purchase computer equipment, hardware devices, cabling, licenses, software etc. from the Consultant. The purchase of replacement parts will also not be part of the contract.
- E.** The City reserves the right to make such investigations as it deems necessary or appropriate

EXHIBIT B

to determine the ability of a proposer to furnish the required services, and each proposer will furnish all such information for this purpose as the City may reasonably request.

- F.** Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the City should not, upon written request, disclose such materials.
- G.** A proposer awarded the contract will be required to obtain the City's business license.

Final Professional Services Agreement w Exhibits

Final Audit Report

2021-05-11

Created:	2021-05-11
By:	Nicholas Snead (nsnead@ci.madras.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAavxMRabbBGsi-fsB4xrVJjn2al73iSUGh

"Final Professional Services Agreement w Exhibits" History

-  Document created by Nicholas Snead (nsnead@ci.madras.or.us)
2021-05-11 - 5:07:10 PM GMT- IP address: 206.192.226.246
-  Document emailed to Tim Choquette (tchoquette@covenant-tech.net) for signature
2021-05-11 - 5:09:38 PM GMT
-  Email viewed by Tim Choquette (tchoquette@covenant-tech.net)
2021-05-11 - 10:31:16 PM GMT- IP address: 38.105.210.133
-  Document e-signed by Tim Choquette (tchoquette@covenant-tech.net)
Signature Date: 2021-05-11 - 10:32:31 PM GMT - Time Source: server- IP address: 38.105.210.133
-  Agreement completed.
2021-05-11 - 10:32:31 PM GMT

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (this “**Amendment**”) is dated effective February 28, 2024 (the “**Effective Date**”), between the City of Madras, an Oregon municipal corporation (“**City**”), whose address is 125 SW E Street, Madras, Oregon 97741, and Covenant Technology Solutions, Inc., an Oregon corporation (“**Consultant**”), whose address is 15 82nd Drive, Suite 120, Gladstone, Oregon 97027.

RECITALS

- A. City and Consultant are parties to that certain Professional Services Agreement dated effective as of March 1, 2021 (the “**Agreement**”), wherein Consultant agreed to perform certain Services for and on behalf of the City in accordance with and subject to the terms of the Agreement. Capitalized terms used but not defined in this Amendment shall have the meaning assigned to such term in the Agreement.
- B. The parties desire to amend to Agreement to extend the term of the Agreement as provided in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Amendment agree as follows:

- 1. **Recitals.** The recitals set forth above are incorporated into this Amendment as if restated.
- 2. **Extension.** The parties agree that the term of the Agreement is extended until August 28, 2024, unless sooner terminated as provided in the Agreement.
- 3. **Other Provisions.** The other provisions of the Agreement that are not amended or deleted by this Amendment remain unchanged and in full force and effect.
- 4. **Legal Representation.** The parties acknowledge that they have consulted their own legal counsel regarding the terms of the Agreement and this Amendment or have knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument shall specifically not be applicable to this Amendment.
- 5. **Signatures.** This Amendment may be executed in counterparts. An electronic signature (including, without limitation, by an application such as DocuSign or RightSignature) or a fax or electronic transmission of a signature will be considered an original signature. At the request of a party, the other party will confirm an electronic signature or a fax or electronic transmission of a signature by delivering an original signature page to the requesting party.

[Signature page follows]

The parties have executed this Amendment effective as of the Effective Date set forth above.

CITY:

City of Madras,
an Oregon municipal corporation

CONSULTANT:

Covenant Technology Solutions, Inc.,
an Oregon corporation

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

CITY OF MADRAS
Request for Council Action

Meeting Date: February 27, 2024

To: Mayor and City Council Members

From: Michele Quinn, Public Works Manager

Through: Will Ibershof, City Administrator

Subject: **HOFFMAN PARK DESIGN**
Greenworks P.C. design contract

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve the construction design contract for the Hoffman Park Project with Greenworks P.C. in the amount of 86,560.00.

OVERVIEW:

The City was awarded a grant of \$750,000 by Oregon Parks and Recreation through their Local Government Grant Program to develop Hoffman Park. Total project cost of the park is estimated at \$1,250,000 whereas the City will fund their portion with \$320k as cash and \$180k as land match. In addition, Public Works is planning to include that portion of Tenth Street adjacent to the park which increases the total cost to \$1,637,244. City staff contacted Gill Williams of Greenworks P.C. as they are preferred landscape architect and provided the conceptual drawings for the park that were submitted as part of the grant application.

Staff contacted Gill Williams with Greenworks P.C. and requested a quote to do the design work for Hoffman Park since he is familiar with the concept. The city has an established working relationship with Greenworks P.C. Greenworks P.C. has provided design work on several other projects. Greenworks has always performed professional and on-time work.

Per OAR 137-048-0130 personal services that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvement projects. Contacts for consultant services that do not exceed \$100,000.00 may be awarded by direct appointment. Staff would like to exercise this option with Greenworks P.C.

STAFF ANALYSIS:

The City has been given notice to proceed on the Hoffman Park project from the Oregon Parks and Recreation Department. The design portion of this work is expected to take six to nine months to complete. Public Works would then advertise the invitation to bid for construction in late summer or early fall with construction expected to begin in early spring of 2025. Staff is recommending the approval of the design contract with Greenworks P.C.

FISCAL INFORMATION:

Funding

ORPD	\$	750,000.00
SDC Park Improvement	\$	320,000.00
Land Donation Match	\$	180,000.00
Transportation Operation fund	\$	131,055.00
SDC Street Improvement Fund	\$	167,865.00
SDC WW Improvement Fund	\$	44,547.00
SDC Storm Improvement Fund	\$	43,777.00

Total project \$ 1,637,244.00

Project Cost

Landscape Architect - Greenworks P.C.	\$	86,560.00
Civil Engineer - H.A. McCoy	\$	22,000.00
Estimated Construction Costs	\$	1,365,684.00
Contingency	\$	163,000.00

Total \$ 1,637,244.00

A budget resolution will be needed the finance department will be presenting the budget resolutions in March.

SUPPORTING DOCUMENTATION:

- Conceptual drawing
- Greenworks contract

STRATEGIC GOAL:

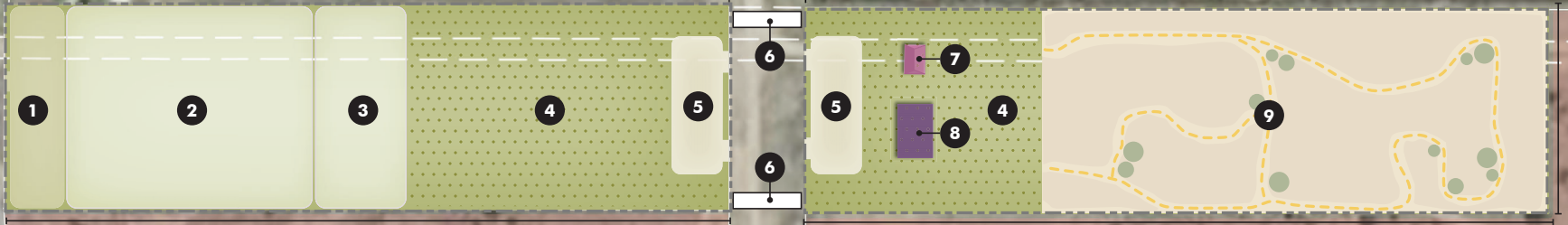
Goal 3-B

LEGEND

- 1** FUTURE PARKING
- 2** FENCED DOG PARK - BIG
- 3** FENCED DOG PARK - SMALL
- 4** VEGETATED GRASS AREA
- 5** PAVED PARKING
- 6** RAISED CROSSWALK
- 7** COVERED PICNIC AREA
- 8** RESTROOMS W/ WATER FOUNTAIN
- 9** WALKING TRAIL

SE TURNER ST

SE 10TH ST



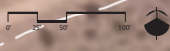
686'

705'

200'

HOFFMAN PARK
PARCEL 1
3.11 acres

HOFFMAN PARK
PARCEL 2
3.23 acres



**PROFESSIONAL SERVICES AGREEMENT
HOFFMAN PARK DESIGN
GREENWORKS P.C.**

This Professional Services Agreement (this “Agreement”) is made and entered into effective for all purposes as of February 27, 2024 (the “Effective Date”) between City of Madras (“City”), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, Greenworks P.C., an Oregon corporation, (“Contractor”), whose address is 110 SE Main Street, Suite 100, Portland, OR 97214

RECITAL:

Contractor will perform the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Contractor Services.

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following Hoffman Park design, Consulting Services. The extent of this project includes confirmation of programming, site analysis, survey, base mapping, design development, construction documentation, and construction administration for Hoffman Park.

1.2 Schedule; Standards. Notwithstanding anything contained in this Agreement to the contrary, Contractor will perform the Services in accordance with this Agreement and the schedule provided in the attached Schedule 1.1. Contractor will (a) perform the Services under the general direction of the public works director (or his or her designee), (b) consult with and advise City on all matters concerning the Services reasonably requested by City, (c) devote such time and attention to the performance of the Services that is required to properly and timely perform the Services, and (d) perform the Services to the best of Contractor’s ability. The Services will be completed expeditiously, in a timely manner, and no later than **June 30, 2025**.

1.3 Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor is free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor’s performance of the Services, including, without limitation, income, social security, workers’ compensation, and employment insurance taxes. Contractor is solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City.

1.4 Condition Precedent. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 3.4. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide engineering services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services at the hourly rates and fixed fees identified in the fee schedule attached as Schedule 2.1. Within thirty (30) days after completing the Services, Contractor will submit an invoice to City concerning the Services (the "Invoice"). The Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; and (c) all other information reasonably requested by City. City will pay the amount due under the Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for performance of the Services will not exceed **EIGHTY- SIX THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$86,560.00)**.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor. Contractor is responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will not reimburse Contractor for any expenses incurred by Contractor to perform the Services and/or in connection with this Agreement.

3. Representations; Warranties; Covenants.

In addition to any other Contractor representations, warranties, and/or covenants made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

3.1 Authority; Binding Obligation; No Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, and/or order to which Contractor is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

3.2 Licenses; Quality of Services. Prior to Contractor's execution of this Agreement, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a professional manner, consistent with all applicable laws, free from any errors, omissions, and/or defects, and in accordance with this Agreement. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be

complete, unambiguous, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

3.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law, if applicable; and (c) professional liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Each insurance policy required under this Agreement will be in form and content satisfactory to City and will contain a severability of interest clause. Each liability insurance policy will list City and its officers, employees, and agents as additional insureds. Any insurance policy Contractor is required to obtain under this Agreement will not be cancelled without thirty (30) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Within ten (10) days after Contractor's execution of this Agreement, and thereafter upon City's request, Contractor will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. If Contractor fails to maintain the insurance required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs reimbursed by Contractor upon City's demand.

3.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS chapters 279A, 279B, and 279C, including, without limitation, ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, and/or the Services, including, without limitation, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, including, without limitation, City Ordinance No. 886, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.5 Indemnification. Contractor releases and will defend, indemnify, and hold City and each present and future City employee, officer, agent, and representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor's officers, directors, shareholders, members, managers, employees, agents, contractors, and/or authorized representatives); (b) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.5 will survive the termination of this Agreement.

3.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's

request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

3.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound business practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

3.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without the city administrator's prior written consent, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the city administrator of the order and complies with any applicable protective or similar order. Contractor will promptly notify the city administrator of any unauthorized use, communication, and/or disclosure of any Confidential Information and will exercise its best efforts to retrieve any such Confidential Information disclosed by Contractor and mitigate the disclosure. Upon the earlier of City's request or the termination of this Agreement, Contractor will immediately return to City all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and/or litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws and regulations.

4. Term; Termination.

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until completion of the Services (which in no event will be later than **June 30, 2025**, unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for convenience and without cause by providing ten (10) days' prior written notice of such termination to Contractor.

4.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; (b) Contractor fails to comply with any applicable federal, state, and/or local law, regulation, and/or ordinance; (c) problems occur in connection with Contractor's performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

4.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and work in progress, to City. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

4.4 Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

5. Miscellaneous.

5.1 Severability; Assignment; Binding Effect; Amendment. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement (and/or all or any part of the Services) to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their reasonable efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may

initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

5.3 Governing Law; Venue; Attachments. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement.

5.4 Notices; Counterparts. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

5.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

CITY:

City of Madras,
an Oregon municipal corporation

CONTRACTOR:

Greenworks PC
an Oregon corporation

By: Mike Lepin, Mayor

Federal Tax Id. No.: _____

By:

Federal Tax Id. No.: _____

Schedule 1.1
Services and Completion Schedule

See attached.

February 9, 2024

Michele Quinn
Public Works Office Coordinator
City of Madras
125 SW "E" Street
Madras, OR 97741

Re: **Hoffman Park Phase One Development – 230070.0**
Landscape Architectural Services Proposal

Dear Michele,

Thank you for the opportunity to propose our services for the development of landscape plans for the Phase One Development of Hoffman Park in Madras, Oregon. We understand the city seeks to develop construction documentation for park elements identified in the plan graphic included with the grant application and as described in the cost estimate prepared by us dated March 29, 2023.

The extent of this project includes confirmation of programming, site analysis, survey, base mapping, design development, construction documentation, and construction administration for Hoffman Park as discussed during our recent phone call. We have put the following proposal together based on our conversations with you and Jeff. The following is our understanding of the consultant team and their roles that has been assembled to perform the work:

Consultant Team:

- GreenWorks (GW): Landscape Architect
- H.A. McCoy: Civil Engineering & Surveying

We make the following proposal for your consideration and acceptance:

PROPOSED SCOPE OF SERVICES

TASK 1 BASE MAP PREPARATION/ SITE ANALYSIS

- 1.1 Info Gather / Base Map Preparation
Review background physical information relevant to the project site gathered by H.A. McCoy including a topographic, boundary, and utility survey and any current construction design documents to prepare new base files that will be utilized in subsequent design efforts. We will also identify site constraints that need to be addressed to achieve project goals.
- 1.2 Kickoff Meeting / Site Visit
Meet with representatives of the City of Madras and other key stakeholders to confirm design intent and locations based on updated base map information. We will seek to understand proposed expansion relative to overall project goals and to understand the expected timing of projects. This visit will also serve to collect additional photo documentation of the site.

1.3 Project Scheduling

Prepare and submit an activities list and schedule to the City of Madras. The schedule will show appropriate milestones including intermediate and final submittal dates for design documents and key decision points.

1.4 Project Coordination

This task includes general project coordination with the Consultant Team including time for phone calls, emails, invoicing, and project management.

Task 1 Deliverables: Base Maps, Site Constraints Memo, Project Schedule, meeting minutes.

TASK 2 DESIGN DEVELOPMENT

2.1 Preferred Alternative Development

Based on feedback gathered during the site visit GreenWorks will develop a site plan for Hoffman Park. The site plan will reflect proposed site improvements and identify the locations and extent of future improvements.

2.2 Preferred Alternative Presentation

GreenWorks will present the proposed site plan to the City of Madras and key stakeholders for approval.

2.3 Prepare 30% Construction Documents Package

GreenWorks will coordinate with the City of Madras to develop a 30% set of drawings that advances specific elements of the site plan. Plans and production responsibility for content included in the 30% Package are listed below:

- Existing Conditions
- Demolition
- Overall Site Plan
- Grading Plans
- Construction Plans (including engineering sheets for the public ROW)
- Planting Plans
- Plan Enlargements (where required)
- Draft Details

2.4 30% Cost Estimate

GreenWorks will develop a 30% Opinion of Probable Costs. This information will be included in a comprehensive cost estimate.

2.5 Client Meetings (2)

GreenWorks will meet virtually with the City of Madras (2) two times during the process to review progress. Meetings assumed to be one hour in duration.

2.6 Project Coordination

This task includes general project coordination time for phone calls, emails, invoicing, and project management.

Task 2 Deliverables: Proposed site plan with future improvements, GreenWorks 30% Design as described in 2.3, Cost Estimate, Product Cut Sheets

TASK 3 CONSTRUCTION DOCUMENTS

3.1 Prepare 60% Construction Documents:

Based on feedback from the client, we will continue developing the construction document package to a 60% level. The following items will be included in the construction documents for the development of the site:

- Existing Conditions
- Demolition
- Overall Site Plan
- Grading Plans
- Construction Plans (including engineering sheets for the public ROW)
- Planting Plans
- Irrigation Plans
- Plan Enlargements (where required)
- Details

3.2 60% Plan review

We will submit the 90% plans to the client for review for content and consistency with the overall construction document package.

3.3 Prepare 90% Construction Documents for Site Development:

Based on feedback from the client, we will continue developing the construction document package for the development to incorporate into the 90% CD set. Deliverables include updates to drawings, details and specifications noted above in the 60% CD list of deliverables.

3.4 Quality Control Review

We will conduct a Quality Control review of the entire construction document package at 60% for accuracy, constructability, and point out potential gaps missing in the documentation. Comments from the QC review will be incorporated into the 90% CD set.

3.5 Review 90% CDs

We will meet with the City of Madras to discuss revisions and overall document compliance with the final bid package.

3.6 Prepare 100% Construction Document / Building Permit / Bid Set

We will prepare a 100% drawing set that will incorporate comments from the client project manager. Deliverables include updates to drawings, details and specifications noted above in the 60% CD list of

deliverables. These drawings and specifications will be used by the client to secure building permits and for bidding.

3.7 Client Meetings (4)

GreenWorks will meet virtually with the City of Madras (4) four times during the process to review progress. Meetings assumed to be one hour in duration.

3.8 Project Coordination

This task includes general project coordination time for phone calls, emails, and meeting notes throughout the duration of Task #3.

Task 3 Deliverables: GreenWorks 90% & 100% Construction Documents Design as described in 3.1, Specifications, Cost Estimate.

TASK 4 BID PERIOD SERVICES and CONSTRUCTION ADMINISTRATION

4.1 Assist in Bidding Process

We will answer questions relevant to the scope of work during bidding. Questions and Addendums will be facilitated through the client's Project Manager. We will prepare addendums as necessary and submit to the client for distribution.

4.2 Attend Pre-Construction Meeting

We will attend a pre-construction meeting with the contractor and client's Project Manager to tour the site to discuss critical issues, sequencing, and communication.

4.3 Review and Respond to Submittals, RFIs and Change Orders

We will respond in a timely manner to RFIs and change orders as necessary during the construction process and deliver responses to the client's Project Manager.

4.4 Site Observations (4)

We will participate in up to four (4) weekly site visits with the Project's contractor to review the progress of construction and to see if the work is in conformance to the Construction Documents. We will take photos and prepare field reports for each visit to outline and provide recommendations for any issues seen. Although GreenWorks may observe and discuss potential problems, these visits are neither construction inspections nor a guarantee that there will not be construction deficiencies. In no instance will GreenWorks, PC undertake to supervise the work of others.

4.5 Substantial Completion and Punch List

We will perform a final walk-through of the project site to determine if the contractor has met substantial completion of the planting and irrigation components of the project. A final punch-list of items will be developed and provided to the client's Project Manager.

4.6 Project Coordination

This task includes general project coordination time for phone calls, emails, and meeting notes throughout the duration of Task #4.

Task 4 Deliverables: Preconstruction meeting notes, RFI Log, Site observation documentation and notes, Final Punch List.

Assumptions

1. All city and stakeholder coordination will be coordinated by City of Madras.
2. Code development research will help inform the basis of work, but it is not a guarantee that the reviewing agency or agencies will interpret the development requirements with the same outcome.
3. All survey and civil engineering services for ROW improvements and utility connections will be provided under separate a contract between the City of Madras and H.A. McCoy
4. Drawings will be prepared in AutoCAD and provided electronically and as PDFs.
5. Specifications will be formatted to Standard CSI format and will only include technical specifications.
6. A tree assessment will not be a part of the project scope.
7. It is assumed that there will be one consultant submittal, client response, and consultant revision after 30% deliverables.
8. Structural engineering necessary for design of walls, trellises, fences, and other landscape features is not included in GreenWorks scope of work.
9. The project will not include bid alternates.
10. Signage and wayfinding design are not included in this scope of work but could be added for additional services and fees.
11. Lighting and electrical improvements are not included in this scope of work but could be added for additional services and fees.
12. GreenWorks shall render its services as expeditiously as is consistent with professional skill and care.
13. All applicable permit and application fees will be paid by others.
14. All public submittals will be coordinated through the City of Madras' project manager.

TERMS OF AGREEMENT

Fee Schedule

Professional fees for the scope of work are as follows:

Task 1 Site Analysis Existing Conditions Assessment.....	\$7,255.00
Task 2 Design Development	\$21,245.00
Task 3 Construction Documents	\$31,100.00
Task 4 Bid Period Services & Construction Administration	\$23,710.00
Expenses	\$3,250.00
TOTAL FEE.....	\$86,560.00

This total fee of **\$86,560.00** will be billed monthly on a time and materials (T&M) basis, not to exceed the total fee stated above, and includes reimbursable expenses and subconsultant management fees.

Reimbursable Expenses

Project expenses such as mileage, delivery services, printing and reproductions, supplies, and communication will be billed at cost. An estimate is provided above.

Payment

Invoices are payable upon receipt, and Client shall not back charge or withhold payment from GreenWorks for any charges, costs, or expenses without GreenWorks' specific written consent. Invoices not paid within twenty (20) days after receipt of payment from the City of Madras are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, Client shall pay Landscape Architect's reasonable costs incurred in collection of any delinquent amounts, including attorney fees and costs of preparing and filing liens, regardless of whether suit or action is instituted.

Additional Work

City of Madras agrees to promptly notify GreenWorks if Client's schedule or budget changes. The City of Madras acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of GreenWorks. Fees for additional work, beyond the scope of work as outlined in this agreement, will be invoiced as provided above, or according to our regular rates in effect at the time. We will notify you before performing additional services. We will notify CWCR before performing any additional work.

Contract Time Limit

CWCR accepts this Contract by returning this Proposal signed below to Landscape Architect or by accepting any part of Landscape Architect's performance under this Proposal. Upon acceptance, Client agrees to be bound by the Terms and Conditions printed above. If acceptance fails to occur within 90 days of the date above, this Proposal will be void unless accepted by Landscape Architect. If this proposal meets with your approval, kindly return one signed copy to our office.

Sincerely,



Gill Williams, PLA, ASLA

Principal

GreenWorks, P.C.

503-222-5612 | gillw@greenworkspc.com

CITY OF MADRAS
Request for Council Action

Meeting Date: February 27, 2024

To: Mayor and City Council Members

From: Michele Quinn, Public Works Manager

Through: Will Ibershof, City Administrator

Subject: **HELI-PAD ACCESS ROAD**
J & S Construction and Excavation Construction contract

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves the contract for the construction of the Heli-pad access road in the amount of \$61,600 and authorize the Public Works Director to execute change orders up to \$65,000.

OVERVIEW:

The airport has been working on building the Heli-pad for the last several years. One of the items to complete to make the Heli-pad usable is a access road from the north end of Berg Drive to the Heli-pad. This is for City Fuel trucks as well as contract Fuel Trucks. This access road will also be used by aircraft personnel that are moving from the Heli-pad to the General Aviation building. By constructing this road, it allows the helicopter pilots to use the heli-pad and allow them to be fueled. Currently, the helicopters have not been using the heli-pad due to the lack of access to the General Aviation building.

STAFF ANALYSIS:

Staff asked for quotes for the construction of the Heli-pad and received four bids.

J & S Construction and Excavation	= \$ 61,600
K3 Construction	= \$ 73,450
Rocky Ridge Excavation & Hauling	= \$ 83,660
Genesis LLC	= \$119,100

Staff is recommending the contract be awarded to J & S Construction and Excavation as the low responsive bidder.

FISCAL INFORMATION:

Airport Operations Fund-Capital Outlay
Funding for the project is from grants.

A budget resolution may be needed which is forth coming by the finance department in March. Currently we have enough funds to get started.

SUPPORTING DOCUMENTATION:

J & S Construction Contract
Heli-pad quotes

STRATEGIC GOAL:

NA

CITY OF MADRAS – SERVICES AGREEMENT
J & S Construction and Excavation
Helipad Access Road

This City of Madras – Services Agreement (this “Agreement”) is made and entered into effective for all purposes as of January 9, 2024, (the “Effective Date”) between City of Madras, an Oregon municipal corporation (“City”), whose address is 125 SW E Street, Madras, Oregon 97741, and **J & S General Construction and Excavation** (“Contractor”), whose address is P.O. Box 679, Madras, Oregon 97741

1. Services; Compensation. Contractor will provide and/or perform the following services, products, and/or equipment for and on behalf of City (collectively, the “Services”):

DESCRIPTION: Construct 2,880 LF of 20-foot-wide access road to include gravel.

COMPENSATION: Materials and labor in the sum of **\$61,600.00** (sixty-one thousand six hundred dollars)

2. Relationship; Taxes; Representations; Warranties. Contractor is an independent contractor of City. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor’s performance of the Services, including, without limitation, income, social security, workers’ compensation, and employment insurance taxes. Expenses incurred by Contractor concerning the Services will not be reimbursed by City. City will not provide any benefits to Contractor. Contractor represents, warrants, and covenants to City as follows: (a) Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor’s obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms; (c) Contractor has obtained and will maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor’s business and perform the Services; (d) Contractor will perform the Services to the best of Contractor’s ability, diligently, without delay, in good faith, in a professional manner, consistent with this Agreement and all applicable federal, state, and local laws, regulations, and/or ordinances including, without limitation, City of Madras Ordinance No. 886, and the Services (including the Equipment) will be free from errors, omissions, and/or defects, and in good working order and condition; (e) Contractor will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location and for any other risks to which Contractor is normally exposed, and immediately upon City’s request, Contractor will (i) cause each liability insurance policy to name City as an additional insured, and (ii) provide City with certificates of insurance evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. Without otherwise limiting the generality of Section 3(d), Contractor will comply with every obligation applicable to Contractor and/or this Agreement under ORS chapters 279A, 279B, and 279C, which statutes are incorporated herein by reference.

3. Indemnification; Termination. Contractor releases and will defend, indemnify, and hold City and City’s officers, employees, and agents for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses, whether known or unknown, including, without limitation, reasonable attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor’s officers, directors, shareholders, members, managers, employees, agents, contractors, and/or authorized representatives); and/or (b) Contractor’s breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor’s indemnification obligation provided in this Section 5 will survive the termination of this Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Contractor. City may terminate this Agreement at any time for any reason or no reason by giving prior written notice of termination to Contractor. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

CITY OF MADRAS – SERVICES AGREEMENT
J & S Construction and Excavation
Helipad Access Road

4. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. Contractor will not assign any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of City. If litigation or arbitration is instituted to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees and costs incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings. This Agreement may be signed in counterparts. All notices or other communications required or permitted by this Agreement (a) must be in writing, (b) must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and (c) are considered delivered (i) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service, or (ii) at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid, certified, return receipt requested. If a party fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. For purposes of this Agreement, the singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

CITY:

City of Madras

CONTRACTOR:

J & S General Construction and Excavation

By: Mike Lepin, Mayor

By:

J & S GENERAL CONSTRUCTION AND EXCAVATION, LLC
CCB # 201295

Bid Proposal

01/24/2024

Jordan Schmidt
PO BOX 679
Madras, OR 97741
(541) 408-0850
jsgeneralconstruction@outlook.com

City of madras
Chris Funk

DESCRIPTION: airport road extension

- 2,880LF of 20' access road
Includes all gravel and labor
Dozer
Water truck
Roller

We propose to furnish all materials and labor for the sum of \$61,600.00

01/24/2024

Note: This bid will be honored within 30 days of original date.

The proposal outlined above is hereby accepted and J & S GENERAL CONSTRUCTION AND EXCAVATION, LLC is authorized to perform the work specified.

Signature

Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the bid amount. All agreements are contingent upon accidents or delays beyond our control. Rock clause: If excavations become extreme prohibiting normal backhoe functions, additional costs not covered in this contract may be necessary for rental and operation of additional heavy equipment. Payment as follows: 50% due upon acceptance of bid, remainder due upon completion.



THE CITY OF
MADRAS

INFORMAL QUOTES

Heliport Access Road

PROJECT / EQUIPMENT: _____

TIME	DATE	COMPANY CONTACTED ADDRESS & PHONE NUMBER	QUOTE
1037	1-24-24	J&S General Construction PO Box 679 Madras, OR 97741 541-408-0850	\$61,600.00
1559	1-23-24	K3 Construction 25 SW Elbe Dr. Madras, OR 97741 541-475-4515	\$73,450.00
0718	1-25-24	Rocky Ridge Excavation & Hauling PO Box 710 Madras, OR 97741 541-475-0162	\$83,660.00
0932	2-6-24	Genesis LLC 1444 SW Rimrock Dr. Madras, OR 97741 (sent scope of work on 1-25-24)	\$119.100

Employee Signature: _____



K3 CONSTRUCTION
THE GROUNDWORK EXPERTS

Bid For: City of Madras

Project name: Runway to Heliport
Gravel Service Rd
2860LF X 20' X 8"

ph:

Date: 1/22/2024
Expiration 2/22/2024

Description	Quantity	Total
Mobilization		\$1,500.00
1. Cut and Prep Rd		\$2,450.00
2. Gravel, Delivery, and Placement	2570TN	\$69,500.00
Rock and Poor soils encountered may incur additional cost. Excludes cost associated with testing, surveying, permits and over-excavation. Quote is subject to fuel and material escalation costs.		
Approved By: _____ Signature _____ Date _____ (Print) (Sign)		
K3 CONSTRUCTION 541.777.4515 25 SW Elbe Dr., Madras, Oregon 97741 CCB #219533	Total:	\$73,450.00

J & S GENERAL CONSTRUCTION AND EXCAVATION, LLC
CCB # 201295

Bid Proposal

01/24/2024

Jordan Schmidt
PO BOX 679
Madras, OR 97741
(541) 408-0850
jsgeneralconstruction@outlook.com

City of madras
Chris Funk

DESCRIPTION: airport road extension

- 2,880LF of 20' access road
Includes all gravel and labor
Dozer
Water truck
Roller

We propose to furnish all materials and labor for the sum of \$61,600.00

01/24/2024

Note: This bid will be honored within 30 days of original date.

The proposal outlined above is hereby accepted and J & S GENERAL CONSTRUCTION AND EXCAVATION, LLC is authorized to perform the work specified.

Signature

Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the bid amount. All agreements are contingent upon accidents or delays beyond our control. Rock clause: If excavations become extreme prohibiting normal backhoe functions, additional costs not covered in this contract may be necessary for rental and operation of additional heavy equipment. Payment as follows: 50% due upon acceptance of bid, remainder due upon completion.

Baggett Inc.

dba Rocky Ridge Excavation & Hauling
 PO Box 710
 Madras, OR 97741
 CCB#133604 Bonded & Insured DEQ#37999

Customer Bid

DATE ESTIMATE NO.
 1/24/2024 1552

City Of Madras
 125 SW E St.
 Madras, OR 97741

DESCRIPTION	QTY	COST	TOTAL
Airport Property, runway 22 going West to Heli port service road.			
Grub and remove vegetation. Subgrade appx 2880' by 20' wide access road. Place, blade, water and compact 8" of base rock (3/4- state spec rock that will include overage for compaction). Cut water bars for proper drainage.	1	83,660.00	83,660.00
<i>Thank you for allowing us to bid your project. We appreciate your business.</i>		TOTAL	\$83,660.00

Phone 541-475-0162 Fax # 541-919-0252 rockyridge620@msn.com

CITY OF MADRAS
Request for Council Action

Meeting Date: February 27, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **COAR GRANT AGREEMENT 2024-S33-00003**
Grant from ODA for \$150,000 towards Airport Apron Improvements

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves COAR grant agreement 2024-S33-00003 and authorize the Public Works Director to sign the agreement

OVERVIEW:

COAR Grant 2024-S33-00003 provides matching funding for the City of Madras for the Airport Apron Reconstruction and Fencing Improvement Project in the amount of \$150,000. The grant is provided by Oregon Department of Aviation.

STAFF ANALYSIS:

The City received funding from the Federal Aviation Administration to reconstruct the pavement on the Airport for the apron area as well as add fencing improvements. The total project cost is \$1,499,653 and FAA provides \$1,319,653 (90% of the funding). The remaining \$180,000 required to complete the project is the City's responsibility. The City applied for grant funding through the Oregon Department of Aviation to reduce the City's financial responsibility by \$150,000 requiring \$30,000 from the City to fund the project. The City was successful and received funding through ODA's COAR grant program in the amount of \$150,000. All that is remaining, is to approve the grant agreement.

The project is planned to start on March 4, 2024.

FISCAL INFORMATION:

Madras Airport Apron Reconstruction/Fencing Improvements project - \$1,499,653

Funded by FAA in the amount of \$1,319,653, ODA for \$150,000 and City of Madras for \$30,000

SUPPORTING DOCUMENTATION:

Grant Agreement Critical Oregon Airport Relief Grant

STRATEGIC GOAL:

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT

Madras Municipal Airport
Project Name: Apron Reconstruction/Fencing Improvements

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

BACKGROUND

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

B. Among the purposes of the Program are:

- i. Assisting airports in Oregon with match requirements for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants;
- ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

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

D. ODAV approved a grant in the maximum amount of **\$150,000.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

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

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

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODAV prior to the execution of this Agreement**

c. Exhibit C: **Subagreement Insurance Requirements**

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

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

a. **Project Cost:** The total Project cost is estimated at **\$1,499,653.00** (the "Total Project Cost"), of which **\$1,319,653.00** is being funded by an FAA AIP grant to Recipient (the "FAA Grant Amount"). The difference between the Total Project Cost and the FAA Grant Amount, **\$180,000.00**, is the "Gap Amount."

b. **Grant Funds; Match:** ODAV shall provide grant funds to Recipient in an amount not to exceed **\$150,000.00** or **10%** of the Total Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible for providing matching funds in the amount of **\$30,000.00** or **17%** of the Gap Amount, whichever is greater, for its portion of the Total Project Cost as reflected in Exhibit A, Table 2 (Funding Breakdown).

c. **Reimbursement Rate:** ODAV shall reimburse Recipient for **10%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$150,000.00**. ODAV will withhold five percent (5%) from each disbursement as Retainage (the "Retainage"), which is payable as provided in Section 9.c.

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

5. Grant Funds.

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

- i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
- ii. In accepting the Grant Funds, Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

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

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

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

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

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

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

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

8. Reporting.

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

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

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;
- ii. The number of jobs projected in Recipient's Project application ;
- iii. Data on the methodology that measures the Project's success as described in the grant application .

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

9. Disbursement and Recovery of Grant.

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

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

- i. ODAV has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODAV a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date . Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODAV in order to input Recipient into ODAV's financial system for the disbursement of Grant Funds.

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

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

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

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

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

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

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

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

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

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

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

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

12. Records Maintenance and Access; Audit.

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

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

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

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

13. Recipient Subagreements and Procurements.

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

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODAV as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODAV as an additional obligee on contractors' bonds.
- iii. Upon ODAV's request, Recipient shall provide ODAV with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODAV any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

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

- i. An employee, officer, or agent of Recipient ("Recipient Person");
- ii. A Recipient Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

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

d. Subagreement indemnity; insurance.

- i. ***Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"),***

to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODAV shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODAV, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

- ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

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

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

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

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODAV's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.
- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

14. Termination and ODAV Rights Upon Termination.

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

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

- i. If Recipient fails to pay its share of the Project costs;
- ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODAV delivers Recipient written notice specifying such failure. The ODAV may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- v. If ODAV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODAV is prohibited from paying for such Project work from the planned funding source; or
- vii. If, in the sole opinion of ODAV, the Project would not produce results that are commensurate with the further expenditure of funds.

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

- i. Terminate ODAV's commitment and obligation to make any further disbursements of Grant Funds;
- ii. Require Recipient to immediately repay ODAV all disbursed Grant Funds; and
- iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODAV for future assistance.

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

15. GENERAL PROVISIONS:

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODAV or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third

Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

b. 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.

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

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

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODAV Contact at the address or number set forth on

the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

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

h. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.023 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

k. 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.

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

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

n. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODAV reserves the right at any time to require the submission of the hard copy originals of any documents.

o. Survival. The following provisions, including this one, survive the expiration or termination of this Agreement: Sections 12, 14.c., 15.a., and 15.g.

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

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

Andria Abrahamson, Program Coordinator
andria.abrahamson@odav.oregon.gov
503-302-3645

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

CITY OF MADRAS by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

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

By _____
Director

Name _____
(printed)

Date _____

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

By _____
(Recipient's Legal Counsel)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150,000)

By _____
Department of Justice

Date _____

Recipient Contact:

Jeff Hurd, Public Works Director
125 SW E Street
Madras, OR 97741
541-475-2344
jhurd@cityofmadras.us

ODAV Contacts:

Andria Abrahamson, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-302-3645
Andria.Abrahamson@odav.oregon.gov

Ermie Buncal, Program Coordinator
3040 25th St SE
Salem, OR 97302
503-302-9262
Ermie.M.Buncal@odav.oregon.gov



EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number: COAR-2024-S33-00003
Project Name: Apron Reconstruction/Fencing Improvements

A. PROJECT DESCRIPTION

This project includes reconstruction of the Airport's main apron and fencing improvements to close access to airfield facilities and improve Airport security.

B. PROJECT MILESTONES AND SCHEDULE

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

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

The anticipated start date of the Project is: **03/04/2024**

The anticipated completion date of the Project is: **06/02/2024**

Table 1: Milestones

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	25% Completion	03/04/2024	03/27/2024
2.	50% Completion	03/27/2024	04/18/2024
3.	75% Completion	04/18/2024	05/10/2024
4.	100% Completion	05/10/2024	06/02/2024

Table 2: Funding Breakdown

1	COAR Grant Award Amount	\$150,000.00
2	Recipient Match	\$30,000.00
3	FAA Grant Award Amount	\$1,319,653.00
4	TOTAL PROJECT COST	\$1,499,653.00

EXHIBIT C
Subagreement Insurance Requirements

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit C before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODAV. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the ODAV or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODAV has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and ODAV's acceptance of all Services required under the Agreement, or
- (ii) ODAV or Recipient termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to ODAV Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODAV has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

Each Contractor or its insurer must provide at least 30 days' written notice to ODAV before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: February 27, 2024
To: Madras Redevelopment Commissioners
From: Jeff Hurd, Public Works Director
Through: Will Ibershof, City Administrator
Subject: **COAR-2024-S33-00004**
ODA Grant agreement

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council accepts the ODA COAR Grant Agreement 2024 S33-00004 in the amount of \$85,500.00 for phase 4 of the Helipad project, and authorizes the Public Works Director to execute the grant documents.

OVERVIEW:

The City applied for additional funding for COAR-2024-S33-00004, Madras Airport Helipad Phase 4 at the Madras Municipal Airport. This project has been selected by the State Aviation Board to receive additional funding from the 2024 COAR grant in the amount of \$85,500.00.

STAFF ANALYSIS:

The City identified a location on the Airport for the development of a dedicated area for helicopter operations. The city has been applying for ODA grants as they have become available and has been successful in obtaining funding. The Helipad project has been an ongoing project. Staff is currently working on Phase 3 and 4, in which we have received funding to complete the paving of the helipad operation area.

FISCAL INFORMATION:

Total project cost for Phase 3 and 4 is \$289,000, COAR is covering \$235,500 and city cash will be \$48,500

SUPPORTING DOCUMENTATION:

Grant agreement

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT

City of Madras/ Madras Municipal Airport
Project Name: Madras Airport Helibase:
Phase 4

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

BACKGROUND

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

B. Among the purposes of the Program are:

- i. Assisting airports in Oregon with match requirements for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants;
- ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

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

D. ODAV approved a grant in the maximum amount of **\$85,500.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

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

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

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODAV prior to the execution of this Agreement**

c. Exhibit C: **Subagreement Insurance Requirements**

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

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

- a. **Project Cost:** The total Project cost is estimated at **\$95,000.00** (the "Total Project Cost").
- b. **Grant Funds; Match:** ODAV shall provide grant funds to Recipient in an amount not to exceed **\$85,500.00** or **90%** of the Total Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible for providing matching funds in the amount of **\$9,500** or **10%** of the Total Project Cost, whichever is greater, as reflected in Exhibit A, Table 2 (Funding Breakdown).
- c. **Reimbursement Rate:** ODAV shall reimburse Recipient for **90%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$85,500.00**. ODAV will withhold five percent (5%) from each disbursement as Retainage (the "Retainage"), which is payable as provided in Section 9.c.

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

5. Grant Funds.

- a. **Use of Grant Funds; Grant Award; No Exclusive Right.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODAV approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.c.
 - i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
 - ii. In accepting the Grant Funds, Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

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

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

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

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

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

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

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

8. Reporting.

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

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

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;
- ii. The number of jobs projected in Recipient's Project application ;
- iii. Data on the methodology that measures the Project's success as described in the grant application .

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

9. Disbursement and Recovery of Grant.

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

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

- i. ODAV has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODAV a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date . Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODAV in order to input Recipient into ODAV's financial system for the disbursement of Grant Funds.

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

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

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

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

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

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

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

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

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

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

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

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

12. Records Maintenance and Access; Audit.

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

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

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

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

13. Recipient Subagreements and Procurements.

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

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODAV as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODAV as an additional obligee on contractors' bonds.
- iii. Upon ODAV's request, Recipient shall provide ODAV with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODAV any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

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

- i. An employee, officer, or agent of Recipient ("Recipient Person");
- ii. A Recipient Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

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

d. Subagreement indemnity; insurance.

- i. ***Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"),***

to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODAV shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODAV, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

- ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

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

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

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

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODAV's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.
- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

14. Termination and ODAV Rights Upon Termination.

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

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

- i. If Recipient fails to pay its share of the Project costs;
- ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODAV delivers Recipient written notice specifying such failure. The ODAV may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- v. If ODAV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODAV is prohibited from paying for such Project work from the planned funding source; or
- vii. If, in the sole opinion of ODAV, the Project would not produce results that are commensurate with the further expenditure of funds.

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

- i. Terminate ODAV's commitment and obligation to make any further disbursements of Grant Funds;
- ii. Require Recipient to immediately repay ODAV all disbursed Grant Funds; and
- iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODAV for future assistance.

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

15. GENERAL PROVISIONS:

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODAV or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third

Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

b. 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.

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

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

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODAV Contact at the address or number set forth on

the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

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

h. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.023 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

k. 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.

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

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

n. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODAV reserves the right at any time to require the submission of the hard copy originals of any documents.

o. Survival. The following provisions, including this one, survive the expiration or termination of this Agreement: Sections 12, 14.c., 15.a., and 15.g.

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

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

Andria Abrahamson, Program Coordinator
andria.abrahamson@odav.oregon.gov
503-378-4881

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

CITY OF MADRAS by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

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

By _____
Director

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
(Recipient's Legal Counsel)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Department of Justice

Date _____

Recipient Contact:

Jeff Hurd, Public Works Director
125 SW E Street
Madras, OR 97741
541-475-2344
jhurd@cityofmadras.us

ODAV Contacts:

Andria Abrahamson, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-302-3645
Andria.Abrahamson@odav.oregon.gov

Ermie Buncal, Program Coordinator
3040 25th St SE
Salem, OR 97302
503-302-9262
Ermie.M.Buncal@odav.oregon.gov



EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number: COAR-2024-S33-00004
Project Name: Madras Airport Helibase: Phase 4

A. PROJECT DESCRIPTION

This is the fourth phase of development of a helicopter operations area at the Airport. Phase 3 began asphalt placement for the Touchdown and Liftoff (TLOF), taxi route, and parking areas. Phase 4 will complete asphalt placement for these areas.

B. PROJECT MILESTONES AND SCHEDULE

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

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

The anticipated start date of the Project is: **03/01/2024**

The anticipated completion date of the Project is: **06/30/2024**

Table 1: Milestones

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	25% Completion	05/15/2024	05/31/2024
2.	50% Completion	05/31/2024	06/01/2024
3.	75% Completion	06/01/2024	06/15/2024
4.	100% Completion	06/15/2024	06/30/2024

Table 2: Funding Breakdown

1	COAR Grant Award Amount	\$85,500.00
2	Recipient Match	\$9,500.00
3	TOTAL PROJECT COST	\$95,000.00

EXHIBIT C
Subagreement Insurance Requirements

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit C before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODAV. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the ODAV or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODAV has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and ODAV's acceptance of all Services required under the Agreement, or
- (ii) ODAV or Recipient termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to ODAV Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODAV has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

Each Contractor or its insurer must provide at least 30 days' written notice to ODAV before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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