

**INTERGOVERNMENTAL AGREEMENT**  
**Deschutes County Shooting Range Property – Disposal Area Investigation and Resources Studies**

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ) and Deschutes County (County) (each a “Party” and together, “Parties”).

COUNTY DATA	DEQ DATA
Agreement Administrator: Kristie Bollinger  Organization: Deschutes County Address: PO Box 6005 Bend, OR 97708  Phone: 541-385-1414 Email: kristie.bollinger@deschutes.org Federal Tax ID: 93-6002292	Agreement Administrator: Tracy England  Organization: Department of Environmental Quality Address: 475 NE Bellevue Drive, Suite 110 Bend, OR 97701  Phone: 541-231-3399 Email: tracy.england@deq.oregon.gov

1. **Background** The Deschutes County Shooting Range Property (Site) comprises several disused shooting ranges and an unlicensed dump site (Disposal Area), as shown in Exhibit C. The open accumulation of waste with incomplete cover in the Disposal Area and the presence of uncontained contaminants including lead and arsenic (Substances) present a hazard to human health and the environment. Therefore, in preparation for a future removal or remedial action, County intends to conduct a pre-design engineering study, an Endangered Species Act (ESA) survey, and a cultural resources survey of the Disposal Area.
2. **Authority** DEQ has authority under Oregon Revised Statute (ORS) 459.236 to pay without repayment from a local government unit the first \$100,000 the local government unit expends on the removal or remedial action of hazardous substances at solid waste disposal sites owned or operated by a local government unit. DEQ has authority under Oregon Revised Statutes (ORS) 190.110 to cooperate for any lawful purpose with a unit of local government.
  - A. The wastes disposed of at the Disposal Area are “solid wastes” under ORS 459.005(25) and “domestic solid wastes” under ORS 459A.100.
  - B. County is a “local government unit” under ORS 459.005(15).
  - C. The Site is owned by County.
  - D. County is responsible for conducting removal or remedial actions at the Site under ORS 465.260.
  - E. The Site is a “facility” under ORS 465.200(6).
  - F. The Site is a solid waste “disposal site” under ORS 459.005(8).
  - G. The Substances include “hazardous substances” under ORS 465.200(9) and under Oregon Administrative Rule (OAR) 340-122-0115(30).
  - H. The presence of uncontained hazardous substances at the Site constitutes a “release” or “threat of release” into the environment under ORS 465.200(14).
  - I. The Work described in Exhibit A consists of “remedial actions” or “removals” under ORS 465.200(15) and 465.200(17).
  - J. Costs incurred for removal or remedial actions at the Site are “remedial action costs” under 465.200(16) and ORS 459.236(7).
3. **Effective Date and Duration** This Agreement is effective on the date that every party has signed this Agreement and, when required, the Agreement has been approved by the Department of Justice. Unless earlier terminated or extended, this Agreement expires December 31, 2024.
4. **Agreement Documents** This Agreement consists of this document and the attached Exhibit A (Statement of Work), Exhibit B (Subcontractor Insurance Requirements), and Exhibit C (Figures).
5. **Statement of Work** The Statement of Work (Work) is contained in attached Exhibit A. County agrees to perform the Work in accordance with the terms and conditions of this Agreement.
6. **Consideration**
  - A. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$100,000**. Interim payments to County will be made only in accordance with the schedule and requirements described in Section 7 below.
  - B. ORS 459.236 requires a local government to repay funds provided to the local government from the Solid Waste Orphan Site Account (Account) to conduct removal and remedial actions. However, ORS 459.236(7)(b) provides that a local government is not required to repay the first \$100,000 the local government receives from the Account for such work.
7. **Invoicing/Payments**
  - A. County will not submit invoices for, and DEQ will not pay, any amount in excess of the maximum not-to-exceed compensation

amount identified in Section 6. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

- B. This is an expense reimbursement Agreement. Disbursements for reimbursement of the Work will be subject to the conditions set forth in this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed. Reimbursement requests must be accompanied by invoices that itemize and explain all expenses for which reimbursement is claimed. Reimbursement requests must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested. County may not seek or receive from any third party any form of duplicate, overlapping or multiple payments for expenses reimbursed under this Agreement.
- C. Invoices must reference the DEQ Agreement # and must be emailed to [DEQEXP@deq.state.or.us](mailto:DEQEXP@deq.state.or.us). Invoices are subject to the review and approval of the DEQ Agreement Administrator.

**Invoice payments will be sent to Deschutes County Property Management, PO Box 6005, Bend, OR 97708-6005.**

- 8. **Travel and Travel Related Expenses** It is the policy of the State that travel expenses will be allowed only when the travel is essential to the normal discharge of this Agreement. All travel will be conducted in the most efficient and cost-effective manner resulting in the best value to the State. Personal expenses will not be authorized at any time. All expenses are included in the total maximum Agreement amount. County understands and agrees that travel expenses will be reimbursed at rates not to exceed those rates approved by the Oregon Department of Administrative Services for State employees and in effect at the time the expense was incurred. **Receipts for lodging, car rental and airfare expenses must be provided to be eligible for reimbursement.** County understands and agrees that the rates are subject to change and, in such event, the changed rates will immediately become part of this Agreement and govern reimbursement of any travel expenses incurred after the date of the change.
- 9. **Amendments** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
- 10. **Termination** This Agreement may be terminated by mutual consent of both parties or by either party upon 30 days written notice from one party to the other party. This termination notice may be transmitted in person, or by mail or Email. If this Agreement is terminated under this Section 10, DEQ will pay for approved unpaid invoices and services performed within any limits set forth in this Agreement.
- 11. **Funds Available and Authorized** County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. DEQ certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the DEQ's current biennial appropriation or limitation. County understands and agrees that DEQ's payment of amounts under this Agreement is contingent on DEQ receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 12. **Captions** The captions or headings in this Agreement are for convenience only and are not intended to define, limit or fully describe the scope or intent of any provisions of this Agreement.
- 13. **Access to Records** County will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County will maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. DEQ, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of County not otherwise privileged under the law of the State of Oregon that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. County will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and 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.
- 14. **Compliance with Applicable Law** County and its contractors will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (xi) ORS 279A, ORS 279B, ORS 279C as applicable to County. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 15. **Recycled Products and Sustainable Practices** County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS

279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). In performance of this Agreement, County shall also seek to promote, support and implement sustainable practices that lessen the overall environmental impacts of work conducted under this Agreement.

**16. Contribution** 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.

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

With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County, on the one hand, and of the State, on the other hand, in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County, on the one hand, and of the State, on the other hand, shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County'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.

**17. Indemnification by Subcontractors** County 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 County'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.

**18. Subcontractor Insurance Requirements** County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified in Exhibit B (Subcontractor Insurance Requirements) meeting the requirements described in Exhibit B under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DEQ. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County 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 County permit a contractor to work under a Subcontract when County 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 County directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**19. Federal Fund Requirements** Any recipient of federal grant funds, pursuant to this agreement with the State, shall assume sole liability for that recipient's breach of the conditions of the Grant, and shall, upon recipient's breach of grant conditions that requires the state to return funds to the federal grantor, hold harmless and indemnify the state for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

**20. Alternative Dispute Resolution** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for

administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**21. Merger Clause** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**22. 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 PERSONS SIGNING THIS AGREEMENT REPRESENT AND WARRANT THAT THEY HAVE THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.**

Approved by Chair of County Commissioners  
of Deschutes County, Oregon:

\_\_\_\_\_  
Patti Adair, Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

Recording Secretary

Approved by DEQ:

\_\_\_\_\_  
Brian Boling, Central Services Division Administrator

\_\_\_\_\_  
Date

Index/PCA/Project:  
13300-39377-760761

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT  
Deschutes County Shooting Range Property – Disposal Area Investigation and Resources Studies  
STATEMENT OF WORK**

**I. GOALS AND OBJECTIVES**

This Statement of Work (SOW) describes the work necessary to design the remediation of the Disposal Area. Work on other parts of the Site, including the shooting ranges, is specifically excluded under this SOW. The Work shall consist of:

- (1) Review of topographic work and utilization of existing survey work,
- (2) Geophysical survey
- (3) Cultural resources review/survey,
- (4) ESA review,
- (5) Pre-design investigation (PDI), and
- (6) PDI Report.

The Work and deliverables shall be overseen and finalized by a professional engineer engaged by the County. Funding from the Solid Waste Orphan Site Account will fund the Pre-Remediation Activities for the Disposal Area at the Site.

The County previously procured a contractor, Apex Companies LLC (Consultant), to provide professional advice and services in performance of the Work. For other subcontracted activities, the County with assistance from its Consultant shall develop a bid specification and shall provide it to DEQ. The County shall revise the bid specification in response to DEQ's comments. Upon receipt of DEQ's concurrence with the bid specification, the County shall distribute the bid specification through its Consultant to qualified prospective bidders. The County and its contractor shall include Minority, Woman, and Disadvantaged Business Enterprises (M/W/DBE) on the bidder list to the extent that qualified M/W/DBE firms are identified. The Consultant, together with subcontractors procured in this fashion (Subcontractors), shall assist the County in performance of the Work.

**II. BACKGROUND**

The Site is located in Township 15 South, Range 13 East, Section 14, on the north side of Highway 126, in Redmond, Deschutes County, Oregon. The Site is referenced under the name Deschutes County Shooting Range, (ECSI #5054) and Redmond Rod & Gun Club (ECSI #4710). The Site is owned by Deschutes County and will be redeveloped by the Central Oregon Intergovernmental Council (COIC) into the CORE3 emergency preparedness facility. CORE3 will serve as a dedicated multi-agency coordination center and collaborative training facility for local, state, and federal public safety, first responders, and emergency management personnel.

The Disposal Area received undocumented waste between approximately 1944 and 1951, which may be associated with the transfer of the nearby airfield from the military to the City of Redmond. Subsequently, the area was extensively used by local residents or trespassers as a disposal area.

The Substances are the contaminants of concern at the Disposal Area. The primary environmental consideration at the Disposal Area is the open accumulation of waste materials with incomplete cover that is inconsistent with future use. This area cannot be built on without remedial action nor left in its current condition.

A Record of Decision (July 2020) prepared by DEQ approves onsite disposal of contaminated soil from the firing ranges and debris from the Disposal Area under a soil or pavement cover. Routine inspections and institutional controls alerting future occupants of the presence of the contamination are also components of the remedial action.

A removal or remedial action will be completed coincident with mass grading for site redevelopment and financed as part of the larger development project. The cleanup plan includes excavation, consolidation, and on-site containment of waste materials from the Disposal Area. The west and north boundaries of the proposed CORE3 facility will include buffers between adjacent properties and the facility. These buffers will consist of vegetated landscape berms constructed in part with the waste materials generated from the Disposal Area, as well as the former gun club areas.

**III. COUNTY'S RESPONSIBILITIES**

The SOW includes geophysical survey, engineering, and resource studies. The Work shall be documented in a PDI Report. The Work to be performed by the County (or County's Consultant and Subcontractors) is further described as follows:

**1) Pre-Design Engineering**

Pre-design engineering will be completed at the Disposal Area to compile information needed to prepare the remedial design. The pre-design engineering activities are summarized below.

i) Task 1: Work Plan

Prior to implementing pre-design engineering data collection, the County with assistance from its Consultant and Subcontractors shall prepare a Work Plan and Health and Safety Plan (HASP). The Work Plan shall summarize the scope of work for the geophysical survey and sample collection, identify specific sampling procedures, and include a perimeter air monitoring plan. The HASP shall be prepared in general accordance with the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120 and applicable Oregon Administrative Rule.

The County shall submit the Work Plan and HASP in draft form to DEQ for approval. Upon receipt of DEQ's comments, the County shall revise the Work Plan and HASP to incorporate feedback. The County shall re-submit revised reports to DEQ until DEQ approves.

ii) Task 2: Topographic Survey

A detailed topographic survey of the Disposal Area was completed by S&F Land Services in 2023 and is sufficient for generating the base site plan. County shall provide a copy of the topographic survey report to DEQ.

iii) Task 3: Geophysical Survey

The County with assistance from its Consultant and Subcontractors shall conduct a geophysical survey using electromagnetic and ground penetrating radar techniques to delineate the lateral and vertical extent of waste materials in the Disposal Area. The product of the survey shall be a geo-located map showing the extent of the landfill and cross-sections describing the depth of disposed materials. County shall provide a copy of the geophysical survey report to DEQ.

iv) Task 4: Pre-Design Investigation

The County with assistance from its Consultant and Subcontractors shall verify the nature and extent of the waste materials with a site investigation that includes the following.

- (1) The County shall conduct a test pit investigation across the Disposal Area. The County shall field screen materials excavated from the test pits with a photoionization detector (PID), sheen testing, and visual methods to characterize the nature and depth of the landfilled materials. The County shall collect samples for laboratory analysis if:
  - a. Suspected asbestos containing materials are observed; or
  - b. Field screening indicates the potential presence of volatile organic compounds or petroleum hydrocarbons that are inconsistent with prior investigation results.
- (2) At each test pit location, the County shall visually characterize and screen excavated material to characterize the approximate distribution of fines vs. coarser debris materials.
- (3) During the test pit and screening operation, the County shall deploy perimeter air monitoring stations to characterize whether airborne asbestos particles may be present.

v) Task 5: PDI Report

The County with assistance from its Consultant and Subcontractors shall prepare a PDI Report to document the findings of the site data collection for the Disposal Area. The report shall include the following:

- (1) Engineered site plan;
- (2) Drawings/specifications addressing area and depth of excavation, special handling/safety requirements, placement of excavated waste, capping elements, and any special requirements related to erosion and dust control;
- (3) Composition of landfilled materials such as percentage of debris, proportion of coarse and fine soil, volume of materials in disposal area, depth of materials in disposal area, and asbestos content; and
- (4) Quantity calculations.

The County shall submit the PDI Report in draft form to DEQ for approval. Upon receipt of DEQ's comments, the County shall revise the PDI Report to incorporate feedback. The County shall re-submit revised reports to DEQ until DEQ approves.

## 2) Resources Studies

The County with assistance from its Consultant and Subcontractors shall complete resource studies of the Disposal Area, including a cultural resources review/survey and an ESA review. Projects that receive federal grant funding are required to provide a "No Effect" statement under the National Historic Preservation Act and ESA.

i) Task 6: Cultural Resources Review/Study

The County shall complete a cultural resources review to evaluate whether the Disposal Area may contain culturally significant resources. The County shall conduct project review and consultation with the Oregon State Historic Preservation Office (SHPO) and the Confederated Tribes of the Warm Springs. Based on the results of the initial review, more detailed evaluation may be required.

Initial SHPO review shall consist of development and electronic submittal of the following items:

- (1) A completed Oregon SHPO Submittal Form.
- (2) Brief description of the proposed activity, including the depth of ground disturbance.
- (3) The address and city or legal description (township, range, section) of the project area.
- (4) A map which clearly marks the project location.

Consultation with the Confederated Tribes of the Warm Springs shall involve communicating similar project information as used for the initial SHPO consultation.

If it is determined that there is a high likelihood of a known archaeological site in the project area on private lands, additional consultation or archeological investigations may be required.

The County, with assistance from its contractor(s) shall prepare a letter report summarizing the consultation with SHPO and the Confederated Tribes of the Warm Springs. The letter report will be prepared in final form and provided to DEQ.

ii) Task 7: ESA Review

The County shall with assistance from its Consultant and Subcontractors will collect federal threatened and endangered (T&E) species information from the Oregon Biodiversity Information Center at Portland State University in accordance with the ESA for the area within a 2-mile radius of the Site. The County shall also contact appropriate tribal organizations, the Oregon Department of Fish & Wildlife, the U.S. Fish and Wildlife Service, and others as appropriate for information on T&E species. The County shall prepare, and provide to DEQ in final form, a letter summarizing the results of the consultations and include T&E species documentation.

**IV. DEQ'S RESPONSIBILITIES**

DEQ shall:

- A. Review and approve the County's Work Plan and HASP and schedule of Work and provide any recommendations that may be needed for approval.
- B. Perform any needed Site inspections, as determined by DEQ, to verify that the Work is adequate, prior to approving any reimbursement request received from the County.
- C. Review the ongoing results of the Work.
- D. Review and approve the final PDI Report documenting the complete investigation and provide any recommendations that may be needed for approval.

**V. BUDGET AND DELIVERABLES**

Task Number	Task Name	Deliverables	Estimated Cost
1	Work Plan	Draft and final Work Plan and HASP	\$7,500
2	Topographic Survey	Final topographic survey report	\$0
3	Geophysical Survey	Final geophysical survey report	\$15,000
4	Pre-Design Investigation	Pre-Design Investigation	\$57,500
5	PDI Report	Draft and final PDI Report	\$14,000
6	Cultural Resources Review/Study	Final cultural resources letter report	\$3,000
7	ESA Review	Final ESA review letter	\$3,000
Total Project Estimated Cost			<b>\$100,000</b>

**VI. REPORTS:**

The County shall submit draft and final versions of letters, reports, and other documents to DEQ by e-mail in Microsoft Word (text), Microsoft Excel (tables) and a complete copy of the document in Adobe PDF format. All final Adobe PDF documents shall be prepared by the County as follows, unless otherwise approved by DEQ:

- (a) The spaces within file names will be denoted with dashes and include the ECSI number and document date (e.g., “5054-ESA-Letter-01-15-2024”) to facilitate uploading to DEQ’s publicly shared directory.
- (b) All PDF files will be saved as “reduced size PDF” compatible with the most current Adobe Acrobat version (i.e., Adobe Acrobat 10.0 and later) to facilitate distribution to others and uploading.
- (c) All supporting data and photographs must be submitted in electronic formats through ftp or other electronic client access platform and, if hardcopy is requested, on a CD or DVD disk.

The County shall provide deliverables to the following DEQ contacts:

Ian Poellet,  
 Contract Specialist  
[ian.poellet@deq.oregon.gov](mailto:ian.poellet@deq.oregon.gov)

Genevieve Perdue,  
 SWOSA Program Specialist  
[Genevieve.perdue@deq.oregon.gov](mailto:Genevieve.perdue@deq.oregon.gov)

**VII. WORK SCHEDULE**

<b>Work Activity</b>	<b>Completion Schedule</b>
Draft Pre-Design Investigation Work Plan	August 26, 2024
DEQ Review and Acceptance of Work Plan	September 9, 2024
Final Pre-Design Investigation Work Plan	September 2024
Cultural Resources Consultation	September 2024
Cultural Resources Survey (if required)	TBD
Geophysical Survey	September 2024
Pre-Design Investigation	September – October 2024
Pre-Design Engineering	October 2024
PDI Report	October 2024
DEQ reviews Draft PDI Report	November 2024
Submit Final PDI Report	November 2024
Grant Activity End Date	December 31, 2024



**EXHIBIT B**  
**INTERGOVERNMENTAL AGREEMENT**  
**Deschutes County Shooting Range Property – Disposal Area Investigation and Resources Studies**  
**Subcontractor Insurance Requirements**

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide 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 must be included.
  
2. **PROFESSIONAL LIABILITY** Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following:
 

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and \$2,000,000 annual aggregate.
  
3. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. 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 the Agency:
 

Bodily Injury, Death and Property Damage:  
 \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and \$2,000,000 annual aggregate.
  
4. **AUTOMOBILE LIABILITY INSURANCE.** 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 the Agency:
 

Bodily Injury, Death and Property Damage:  
 \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
  
5. **POLLUTION LIABILITY.** Commercial General Liability Insurance covering claims related to using, removing, hauling, storing, or disposing of hazardous materials. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the Agency:
 

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and \$1,000,000 annual aggregate.

**ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the **State of Oregon, its officers, employees and agents as Additional Insureds** but only with respect to the contractor's activities to be performed under the Subcontract. 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 the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.