

Josephine County Board of Commissioners
Cherryl Walker, Chair; Keith Heck, Vice Chair; and Simon G. Hare, Commissioner
Anne G. Basker Auditorium
600 N.W. Sixth Street, Grants Pass, Oregon

WEEKLY BUSINESS SESSION

Agenda

October 26, 2016, 9:00 a.m.

1. **ADMINISTRATIVE ACTION(S) IN CONSIDERATION OF:**
 - a. **Approval of Contract for Personal Services between Josephine County and Jarrett Walker and Associates for Development of a Transit Master Plan**
 - b. **Approval of Grant Agreement No. 31658 ConnectOregon VI for Emergency Power Generators for Two Airports (3S8 & 3S4)**
2. **REQUESTS/COMMENTS FROM CITIZENS:** *(Each person will be given three (3) minutes to speak)*
3. **APPROVAL OF CONSENT CALENDAR:**
 - a. **Minutes** *(Draft minutes are available for viewing in the Board's Office)*
LUBA Remand Hearing – October 10, 2016
General Discussion – October 11, 2016
Weekly Business Session – October 12, 2016
County Administration Workshop – October 13, 2016
 - b. **Amendment #4 for Office Space between Josephine County Public Health and Health Care Coalition of Southern Oregon**
 - c. **Resolution No. 2016-066; In the Matter of an Appointment to the Emergency Medical Services Board**
4. **OTHER:** *(ORS.192.640(1) “. . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”)*
5. **MATTERS FROM COMMISSIONERS:**

The Board requests that you follow the rules and procedures for meetings as described in ORDINANCE 92-27, SECTION 7

Meetings shall at all times be orderly and respectful. When permitted, each person shall be given three (3) minutes to speak or such other longer time as may be allowed by the presiding officer. No person shall be heard until he or she states their name and address for the record. The presiding officer may terminate the meeting when necessary or refuse to recognize anyone who:

- a. Is disorderly, abusive or disruptive;
- b. Takes part in or encourages audience demonstrations, such as applause, cheering, display of signs, shouting or other conduct disruptive of the meeting;
- c. Speaks without first receiving recognition from the presiding officer and stating his or her full name and address (when requested); or
- d. Presents irrelevant, immaterial or repetitious comments.

If special physical or language accommodations are needed for this Public Session, please notify the Commissioners' Office at (541) 474-5221 at least 48-hours prior to Session. TDD (Hearing-Impaired) 1-800-735-2900.



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week
If sending documents electronically – send to both
twharton@co.josephine.or.us and wwatkins@co.josephine.or.us

REVISED JANUARY 2016

Date Submitted to BCC	10/113/2016
Administration Workshop Meeting Date (Thursday)	10/20/2016
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	10/26/2016

AGENDA TITLE: Contract for Personal Services, Josephine County and Jarrett Walker and Associates <i>FOR Development</i>	
Department/Contact Person (Include Title and Ext. #)	Scott Chancey, Transit Program Supervisor <i>of a Master</i>
Presenter (Include Name and Title)	Scott Chancey, Transit Program Supervisor <i>transit MASTER plan</i>
Background information	In July 2016 a RFP was issued calling for proposals on the development of a Transit Master Plan for Josephine County. After review by Transit and Public Works, a consultant was selected in September 2016 to perform the work. The project cost will be \$92,720, with the local match requirement being \$9,572.34. The project will be paid for through ODOT agreement number 30110 and locally generated funds. Project will commence in October with a projected completion date of June 2017. The consultant selected is Jarrett Walker and Associates from Portland Oregon.
Action you are requesting from the Board	signature
Reviewed by Finance Director (If yes, Finance's signature required)	Yes – in 2017 budget
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>Leah C. Houser</i>
Reviewed by Information Technology (If yes, IT's signature required)	NA
Total Revenue, Cost, or Pass-Thru Funds to the County	\$92,720
Notes or Special Instructions to BCC Staff	Return one copy to Transit

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Contract for Personal Services	<i>2</i> <i>To follow</i>	Y	Y - BCC	N	na

DOCUMENT DISTRIBUTION: Board staff is required to submit one fully executed document with original Board signatures for recording in the Board's Journal in the County Clerk's Office unless otherwise specified under Notes or Special Instructions to BCC Staff.

- All Signatures:** If all signatures are obtained, one fully executed original document will be filed in the Board's Journal in the County Clerk's Office and all other originals will be returned to the contact person. If only one original was submitted, an electronic copy will be returned to the contact person.
- Additional Signatures Needed on Original Documents:** Board staff will retain one document with original Board signatures and return the additional originals to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed document, one fully executed original document must be returned to Board staff for recording in the Board's Journal in the County Clerk's Office.

**CONTRACT FOR PERSONAL SERVICES
Josephine County, Oregon**

This Contract for Personal Services is made by and between JOSEPHINE COUNTY, OREGON, a political subdivision of the State of Oregon by and through its Public Works, Community Transit Division ("County"), and JARRETT WALKER & ASSOCIATES, LLC, ("Contractor").

WHEREAS, the COUNTY and the State of Oregon, Department of Transportation, Public Transit Division, have entered into a grant agreement, Agreement No. 30110 ("Grant Award"), for a Josephine County Transit Plan; and

WHEREAS, the Grant Award allows the County to subcontract with a consultant to assist in development of the Josephine County Community Transit Plan; and

WHEREAS, Contractor is able and prepared to provide such services as Josephine County requires, under the terms and condition set forth; now, therefore,

The parties agree as follows:

1. **TERM:** This Contract shall commence on October 1, 2016, and shall continue until June 30, 2017, unless terminated or extended as provided herein.
2. **COMPLIANCE WITH GRANT AWARD:** Contractor shall comply with all applicable provisions of the Grant Award, a copy of which is available for review upon request at the Josephine Community Transit office.
3. **CONTRACT ADMINISTRATOR:** The Josephine County Public Works Director, or designee, shall be the contract administrator and be authorized to request, oversee, and approve Services.
4. **SERVICES:** Contractor shall perform the Services as follows: Survey Josephine County's transit services system and assist in development of a Transit Master Plan, as described in Exhibits "A" (Scope of Work) and "B" (Timeline), which are attached hereto and incorporated herein.
 - 4.1 **Licenses:** Contractor and its agents and employees shall hold all licenses, certificates, authorizations, and other approvals required by applicable law to provide the Services under this Contract, and shall maintain such licenses and certificates in good standing for the duration of this Contract.
 - 4.2 **Reports:** Contractor shall assist County in the preparation of reports as required by the Grant Award.
5. **INDEPENDENT CONTRACTOR:** Contractor shall perform the services required by this Contract as an Independent Contractor. Contractor shall not be deemed an employee of County and shall not be entitled to any benefits from County that generally are granted by County to its employees. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract.
6. **PAYMENT:** County shall pay Contractor as follows:
 - 6.1 On or before the 10th day of each month, Contractor shall submit to the Contract Administrator a report and request for payment of fees charged by Contractor for the previous month, pursuant to the Fee Schedule attached hereto as Exhibit "C". Monthly reports shall provide information on the Services provided and an itemized invoice for costs for associated Services.

- 6.2 County shall pay Contractor on or before the 30th day of each month for costs and services performed in the previous month. County may require Contractor to provide supplementary information if a Contractor's report is inadequate for evaluating a request for payment.
- 6.3 During the term of this contract, total payments by County to Contractor shall not exceed the amount of Ninety-Seven Thousand Seven Hundred Twenty Dollars (\$97,720.00), which amount includes the subcontractor labor and direct costs paid by Contractor to Plangineering, LLC, as set out in Exhibit "C" (Fee Schedule).

Any increase to the maximum compensation amount under this contract will be effective only upon a written, fully executed amendment to this contract. No payment will be made to Contractor for any services rendered after the expiration of this contract, unless prior to such services being rendered, the expiration date of the contract has been extended and the maximum compensation amount has been increased.

- 6.4 County may suspend or withhold payments if Contractor fails to comply with requirements of this Contract.
- 6.5 County shall not be required to make any expenditure under this Contract if funds have not been appropriated pursuant to ORS 291.305 et seq. (Local Budget Law). County shall not be indebted or liable for any obligation created by this Contract in violation of the debt limitation provisions of Article XI, Section 10 of the Oregon Constitution.

7. RECORDS MAINTENANCE, RETENTION, ACCESS, AND AUDIT:

- 7.1 **Records Maintenance and Retention:** Contractor shall maintain financial records in accordance with generally accepted accounting principles in accordance with the Grant Award. All financial records, supporting documents, statistical records, books, documents, papers, and records that are directly related to this Contract, the Grant Funds or the Project shall be retained and kept accessible by Contractor for a minimum of six (6) years following termination or expiration of this Contract.
- 7.2 **Access to Records and Audit:** County, the State of Oregon, the Oregon Secretary of State, the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and any of their authorized representatives shall have the right of access to any pertinent books, documents, papers or other records of Contractor which are pertinent to this Contract in order to make audits, examinations, excerpts, and transcripts at any reasonable time during the term of this Contract, and for six (6) years following the termination of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.

- 8. MONITORING:** County shall perform program and fiscal reviews, including conducting meetings with consumers, Contractor, and evaluators; reviewing service records, fiscal records, policies and procedures, staffing patterns, and job descriptions; and conducting meetings with staff and stakeholders involved in the performance of the Grant Award for monitoring purposes.
- 9. OWNERSHIP OF DOCUMENTS:** All documents produced by Contractor or its agents pursuant to this Contract, including budget, design, and project documents, shall be the property of County.
- 9.1 Neither party shall claim any copyright protection for any documents produced as a result of this Contract.

10. **CONFIDENTIALITY:** Contractor shall maintain confidentiality of all records, reports, or other information acquired under this Contract that are exempt from disclosure under the Oregon Public Records Law (ORS 192.501 et seq.). Contractor shall not release any such information that is exempt from disclosure without the prior written consent of County.
11. **INSURANCE:**
- 11.1 **Types and Amounts of Insurance:** Before performing any Services under this Contract, Contractor shall obtain and maintain in full force throughout the duration of this Agreement the following insurance:
- A. **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.
 - B. **Professional Liability:** Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under this Contract, 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.
 - C. **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 State: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) for bodily injury, death and property damage.
 - D. **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 State of Oregon. 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 State of Oregon: \$1,000,000 per occurrence for all claimants for claims arising out of a single accident or occurrence.
- 11.2 **Additional Insured:** The insurances listed above must include Josephine County, and the State of Oregon, and the officers, employees and agents of each entity, as Additional Insureds, but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- 11.3 **"Tail" Coverage:** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, 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 Contract, for a minimum of 24 months following the later of: (i) Contractor's completion and County's acceptance of all Services required under this Contract, or (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, 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 Contractor may request and the State of Oregon may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If the State of Oregon approval is granted, Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

- 11.4 **Notice of Cancellation or Change:** 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 coverages.
- 11.5 **Certificates of Insurance:** Contractor shall provide County with certificates of insurance for all required insurance before Contractor performs any Services under this Contract. The certificates 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.
- 11.6 **Insurance Companies:** 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 the State of Oregon.
- 11.7 **Monitoring and Enforcement:** Contractor shall not begin work under this Contract until the required insurance is in full force. County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis, 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 this Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under a sub-contractor when the County is aware that the Contractor is not in compliance with the insurance requirements.

12. INDEMNIFICATION:

- 12.1 County has relied upon the professional ability, qualifications and training of Contractor as a material inducement to enter into this Contract. Contractor warrants that all of the services will be performed in accordance with generally accepted professional practices and standards and according to the requirements of applicable federal, state and local laws. The acceptance of Contractor's services by County shall not operate as a waiver or release of any claim.
- 12.2 Contractor shall defend, indemnify and hold harmless County, its officers, agents and employees, from and against any and all claims, actions, liabilities, demands, damages, losses, expenses, or proceedings, including attorneys' fees, arising from or relating to the negligence, willful or wrongful acts, or omissions of Contractor in connection with the performance of any services under this Contract. Contractor shall not be deemed an agent of County under the Oregon Tort Claims Act.
- 12.3 County shall defend, indemnify and hold harmless Contractor, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County in connection with the performance of any services under this Contract.
- 12.4 Contractor shall not be deemed an agent of County under the Oregon Tort Claims Act. Contractor has no authority to bind County to agreements, contracts, leases, or other obligations, nor shall County be liable for any tortious act or omission of Contractor.

- 12.5 Contractor shall defend, indemnify, and hold harmless the State of Oregon, its officers, agents and employees, 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 Contractor, or any of Contractor's officers, agents, employees, or subcontractors, except for claims arising solely from the negligent or willful acts or omissions of the State of Oregon.
- 12.6 Contractor, and any attorney engaged by Contractor, shall not 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.

13. TERMINATION:

- 13.1 **For Convenience:** This Contract may be terminated by either party upon ten (10) days' written notice to the other party. In such case Contractor shall be paid for work completed to date of the Notice.
- 13.2 **For Cause:** Either party may terminate this Contract, in whole or in part, effective upon delivery of written notice to the other party at such later date as may be established upon occurrence of any of the following:
- A. If funding to the County is not obtained or is not continued at levels sufficient to pay for services authorized by this Contract.
 - B. If changes in federal or state law or regulations abrogate or disallow procurement of Contractor's services under this Contract.
 - C. If any letter of approval, license, or certificate required by law or regulation to be held by Contractor in order to provide services under this Contract is denied, revoked, suspended, or not renewed.
 - D. If a party fails to provide the services or perform the acts required under this Contract, and after receipt of written notice from the other party, fails to correct such failure within ten (10) calendar days or such other period as required. Written notice shall specify the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, but curative action is undertaken with reasonable diligence, then such breach shall not constitute a default. Time is of the essence of this contract.

If practicable, the parties shall endeavor to give notice of termination under this section thirty (30) days prior to the termination date, but failure to give notice within that time frame shall not invalidate the legal termination of this Contract.

- 13.3 **Material Breach:** Either party may declare a default immediately upon the occurrence of a material breach by the other party. A material breach is one that substantially impairs the contractual relationship of the parties to provide the services pursuant to this Contract, and includes, but is not limited to: A) Acts or omissions that jeopardize the health, safety or security of any person; B) Misuse of funds; C) Intentional falsification of records; D) Malfeasance by either party's officers, agents, or employees; E) Intentional refusal to comply with the provisions of this Contract; and F) A pattern of repeated non-material breaches.

- 13.4 In the event of a default, the party injured by the default may terminate this Contract and pursue any remedies available under Oregon law. Any litigation must be conducted in Circuit Court of the State of Oregon for Josephine County.
- 13.5 The rights and remedies of the parties provided herein are not exclusive and are in addition to any other rights and remedies provided by law.
14. **LIABILITY OF COUNTY:** The County's liability for monetary damages for breach of this Contract shall, in the aggregate, be limited to the payment amount of this Contract. In no event shall the County be liable to Contractor for any indirect, special or consequential damages, notwithstanding any notice of the possibility of such damages.
15. **COMPLIANCE WITH LAW:** County and Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations. Contractor shall comply with all applicable laws as required in the Grant Award, including the regulations specifically identified in Exhibit "D" of the Grant Award Agreement.
16. **GOVERNING LAW; VENUE:** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of law. Any claim, suit, action or other proceeding that arises from or relates to this contract shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Josephine County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon. Contractor, by execution of this Contract, consents to the jurisdiction of said courts.
17. **FORCE MAJEURE:** Neither County nor Contractor shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
18. **THIRD PARTY BENEFICIARY:** The County and Contractor 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, either directly or indirectly, or otherwise, to third person unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
19. **WAIVER:** No waiver of any provision of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision.
20. **SEVERABILITY:** If any term or provision of this Contract 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 the Contract did not contain the particular term or provision held to be invalid.
21. **ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Contract or enter into subcontracts for any part of the Services without the prior written consent of County. County acknowledges that Contractor will partner with Plangineering, LLC, for the provision of financial and administrative analysis regarding funding sources for transit service. The provisions of this Contract shall be binding upon and shall inure to the benefit of any successors and permitted assigns.
22. **FURTHER ASSURANCES:** The parties agree to promptly execute and deliver any such further

instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Contract.

- 23. **NOTICES:** Any notices required by this Contract must be given in writing by personal delivery or by certified mail return receipt requested to the following addresses. Any notices so mailed shall be deemed to be given three (3) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.
 - 23.1 County's address for notices is: Josephine County Transit Program, 201 River Heights Way, Grants Pass, OR 97527.
 - 23.2 Contractor's address for notices is: Jarrett Walker & Associates, LLC, 1327 SE Tacoma Street, #166, Portland, OR 97202
- 24. **AMENDMENT:** This Contract may be amended or modified at any time upon the written agreement of both parties, signed and executed in the same manner as below.
- 25. **TIME IS OF THE ESSENCE:** Time is of the essence with regard to performance of all obligations under this contract.
- 26. **AUTHORITY:** By signing this contract the person signing affirmatively represents that he or she is fully authorized so to act.
- 27. **ENTIRE CONTRACT:** This Contract for Personal Services, the Request for Proposals, the Response to Request for Proposals, and the attached Exhibits "A," "B," and "C," which by this reference are incorporated herein, constitute the entire agreement between the parties, and supersedes any previous promises, representations, agreements, conditions or understandings between the parties. There are no other promises, representations, agreements, conditions or understandings, either oral or written, between the parties other than those set forth in this Contract.

CONTRACTOR :
JARRETT WALKER & ASSOCIATES, LLC



Michelle Poyourow, Senior Associate

10/13/16
Date

COUNTY:
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

Date

Approved as to form:

M. Wally Hicks, Legal Counsel Date

Exhibit A

Scope of Work

SCOPE OF WORK: Contractor (JWA) shall provide consulting services for completion of the Josephine County Transit Master Plan (Plan). Contractor will work with Josephine Community Transit (JCT) to provide services as follows:

Task 1: Kickoff and Project Management

JWA will coordinate a project kick-off meeting (call) with JCT, to discuss the project's scope and timeline, and outline a work plan. JWA and JCT will identify stakeholders and community organizations for involvement in the project as a committee, and will assist in formation of the stakeholder committee. The committee will include members of the existing Josephine County Special Transportation Advisory Committee JWA will provide for project management through monthly phone calls and in-person meetings with JCT when JWA is in Grants Pass.

Task 2: Existing Conditions and Future Trends Analysis

JWA will perform a comprehensive review of existing transit conditions in Josephine County and the Middle Rogue region. JWA will analyze and produce maps and charts depicting key dimensions of existing operational, demographic, economic and geographic data to determine how the data relates to each other.

Task 3: Core Design Retreat and Development of Conceptual Alternatives

JWA will coordinate and provide a one-day workshop in Grants Pass, Oregon, attended by staff from JWA, JCT, County land use and transportation, City of Grants Pass and from other cities as available, to develop Conceptual Alternatives. After the retreat, JWA will analyze the potential performance of the Conceptual Alternatives developed during the retreat, reviewing factors such as coverage of residents and jobs, overall ridership potential and high-level costing for each alternative.

Task 4: Choices Report

JWA will provide a Choices Report, which will synthesize the analysis of existing conditions, future trends and key trade-offs. The report will include an analysis of current performance of JCT's services, how land use and service conditions have led to certain outcomes, and of the consequences of deciding on key trade-offs such as: 1) productivity vs. coverage; 2) local vs. express service; and 3) frequency vs. span. The Choices Report will also include information regarding financial and administrative analysis regarding 1) existing and potential funding sources for transit service; 2) high-level opportunities and disadvantages related to forming a transit district; and 3) local and regional issues.

Task 5: Stakeholder and Public Engagement

JWA, with assistance of JCT, will coordinate and administer the following:

- 1) An interactive stakeholder workshop.
- 2) A public meeting to present key elements of the Choices Report and the Conceptual Alternatives to interested members of the general public.
- 3) A web survey, which will be open for several weeks.
- 4) A presentation, to the Board of County Commissioners, of findings of the Choices Report, Core Design Retreat and Stakeholder Workshop, for the Board's input.

Task 6: Draft Transit Master Plan

JWA will develop short, medium and long range plans (networks) for future transit service in Josephine County and the Middle Rogue MPO's Regional Transportation Plan (RTP). Each proposed network will include a set of routes described in terms of routing, frequency, schedule, and vehicle requirements, and will include an operating cost estimate for each route and for the network as

a whole, and any proposed new facilities. The draft plan will also include recommendations for implementation for the short range network, funding sources, and whether and how to form a transit district.

Task 7: Final Transit Master Plan

JCT will make the draft Transit Master Plan available for public comment. During the public comment period, JWA will solicit comments from relevant County and City agencies, and members of the Stakeholder Committee. JWA would coordinate and provide for a second Web Survey to receive further comments. At the conclusion of the comment period JWA and Plagineering staff will meet with the Board of County Commissioners to present and explain the Draft Plan, summarize comments received to date, and engage the Board in the steps necessary to finalize and implement the proposed networks. After meeting with the Board, JWA and Plagineering will make required changes and submit a Final Transit Master Plan to JCT.

Task 8: Optional Added Support

JWA will provide further services, including, but not limited to:

- 1) Coordination and administration of an additional stakeholder workshop after release of the draft Transit Master Plan.
- 2) Development of a detailed plan for implementation of funding and transit district recommendations.

JCT and JCT will determine the exact scope of optional support during the course of the Project.

Exhibit B

Timeline

JCT Master Plan Timeline		Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Major milestone		7 14 21 28	4 11 18 25	2 9 16 23 30	6 13 20 27	3 10 17 24	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30
1.1 Kickoff Meeting										
1.2 Stakeholder Committee Formation										
2. Existing Conditions & Future Trends										
3.1 Core Design Retreat										
3.2 Optional Board Meeting										
4.1 Draft Choices Report										
4.2 Client Comment Period										
4.3 Final Choices Report										
5.1 Stakeholder & Public Meetings										
5.2 Board Meeting										
5.3 Web Survey										
5.4 Stakeholder & Public Input Memo										
6.1 Draft Transit Master Plan										
6.2 Web Survey no. 2										
6.3 Client + Public Comment Period										
7.1 Board Presentation										
7.2 Final Transit Master Plan										
8. Optional Added Support										

Legend
 Work Week
 Deliverable
 Meeting / Workshop
 Comment Period

Exhibit C

Fee Schedule

Staff Member:	Jarrett Walker + Associates										Plangineering		Fee Per Task
	Walker Project Director \$260.00	Poyourow Project Manager \$130.00	Costantino Lead Planner \$100.00	Landman Senior Analyst \$90.00	Pritchard Houser		Tucker Admin \$56.00	Labor Cost	Travel Costs	Other Direct Costs	Subcontractor Labor & Direct Costs		
					Junior Analysts \$80.00	0							
												8	
Hourly Rate:	0	15	20	0	0	8	\$4 398	\$0	\$0	\$0	\$0	\$4 398	
1. Kickoff and Project Management	2	8	12	40	18	0	\$7 800	\$0	\$0	\$3 120	\$0	\$10 920	
2. Existing Conditions and Future Trends	18	32	33	41	25	0	\$17 830	\$1 832	\$250	\$0	\$0	\$19 912	
3. Core Design And Conceptual Alternatives	2	10	16	24	8	0	\$6 220	\$0	\$0	\$0	\$0	\$6 220	
4. Choices Report	1	39	55	57	35	0	\$18 760	\$1 630	\$3 400	\$0	\$0	\$23 790	
5. Stakeholder and Public Engagement	4	12	34	60	22	0	\$13 160	\$0	\$500	\$2 340	\$0	\$16 000	
6. Draft Transit Master Plan	1	11	2	9	5	0	\$3 100	\$521	\$0	\$2 860	\$0	\$6 481	
7. Final Transit Master Plan	8. Optional Added Support											(up to \$ 5 000)	

GRANT AGREEMENT
CONNECTOREGON VI
OREGON DEPARTMENT OF TRANSPORTATION
CONNECTOREGON FUND PROGRAM 2016
Project Name: Emergency Power Generators for Two Airports (3S8 &3S4)

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and Josephine County Airports, acting by and through its Board of Commissioners, hereinafter referred to as "Recipient," both hereinafter referred to individually or collectively as "Party" or "Parties."

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before the earlier of five years after the Effective Date or the third anniversary date of the Lottery Revenue Bonds (the "Bonds") issued, in part, to fund this grant (Availability Termination Date). No Grant Funds are available for any expenditures before the Effective Date or after the Availability Termination Date. ODOT's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subcontractor Insurance**
 - d. Exhibit D: **Reserved**
 - e. Exhibit E: **Application and documents provided by Recipient to ODOT prior to the execution of the Agreement**

Exhibits A through E are incorporated by reference into this Agreement. Exhibits A through D 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; Exhibit E.

- 3. Project Cost; Grant Funds; Match.** The total Project Cost is estimated at \$197,000. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient Grant Funds in an amount not to exceed \$137,900 or seventy (70) percent of the total eligible Project Costs, whichever is less, of eligible Project Costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. ODOT will withhold five (5) percent of the Grant Funds to be distributed as provided in Section 6.c.

4. Project:

- a. **Use of Grant Funds.** 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 such changes are approved by ODOT by amendment pursuant to Section 11.c hereof.
- b. **Eligible Project Costs.** The Grant Funds will 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) costs permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project, (c) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Internal Revenue Code (the "Code"), and (d) eligible or permitted uses of the Grant under State law and this Agreement.

Eligible Project Costs do NOT include operating and working capital expenditures charged to the Project by Recipient or payments made to related parties, do NOT include loans or grants to be made to third parties, and may only include the payment of principal due on interim financing for the Project with the prior written consent of the State.

c. Project Change Procedures.

- i. If Recipient anticipates Project key milestones will be delayed by more than ninety (90) days from the key milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 734-2648), the form of which is hereby incorporated by reference, to ODOT's Project Liaison 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. The fillable form can be downloaded on-line at the following address: http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx
- ii. 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 ODOT's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODOT. ODOT may choose to request review by the Oregon Transportation Commission.

5. Progress Reports.

- a. **Monthly Reports.** Recipient shall submit monthly progress reports to ODOT using the *ConnectOregon* Monthly Progress Report (Form 734-2668), attached by reference and made a part of this Agreement. ODOT will appoint a Project Liaison after execution of this Agreement and provide Recipient with the contact information. Progress reports must be submitted to the ODOT Project Liaison and ODOT's *ConnectOregon* Program Manager by the first Wednesday of each month. The fillable form can be downloaded on-line at the following address: http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

- b. **Final Report.** Recipient shall submit a written report to ODOT's *ConnectOregon* Program Manager that identifies the number of jobs created or retained both during construction and after Project completion, as a direct result of this Project. The report must also include the number of jobs projected in the application. This report must also include data on the methodology that measures the Project's success as described in the grant application. The report must be received and approved by ODOT within eighteen (18) months after the completion of Project. Recipient's obligation to provide this report will survive expiration of this Agreement. Recipient shall use ("Final Report" Form 734-2947), which also must be signed by Recipient. The form is available at: http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx.

6. Disbursement and Recovery of Grant.

- a. **Disbursement Generally.** ODOT shall reimburse eligible costs incurred in carrying out the Project, as described in and limited by Section 4.b., up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by ODOT within forty-five (45) days of ODOT's approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors prior to submitting invoices to ODOT for reimbursement. Requests for Reimbursement will identify the Project, Agreement number, Project start and end date, the request for reimbursement number or the account number or both, and itemize all expenses as well as provide a detailed breakdown of Project Costs expended and Grant Funds reimbursed to date, and the amount of undisbursed Grant Funds. Upon request by ODOT, Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's invoices. Requests for reimbursement shall be submitted monthly for any month for which Recipient seeks reimbursement of eligible costs. Eligible costs are the reasonable and necessary costs incurred by the Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by ODOT, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** ODOT'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. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, 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 provided in Exhibit B.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

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 any item 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 ODOT 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.
- f. Representations and Covenants Regarding the Tax-Exempt Status of Bonds.**

 - i. Recipient acknowledges that the Bonds issued to fund this grant have been or are expected to be issued with the interest paid on the Bonds excludable from gross income for federal income tax purposes and that the uses of the Grant proceeds and the Project by Recipient during the term of the Bonds may impact the tax-exempt status of the Bonds. Recipient agrees to comply with all applicable provisions of the Code necessary to protect the exclusion of interest on the Bonds from federal income taxation.
 - ii. Recipient shall not, without prior written consent of ODOT, permit more than five percent (5%) of the Project to be used in a "private use" by a "private person" (as defined in the Code) if such private use could result in the State of Oregon, receiving direct or indirect payments or revenues from the portion of the Project to be privately used.

This paragraph f. shall survive any expiration or termination of this Agreement.

- g.** The warranties set forth in this Section 7 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. 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. ODOT, the Secretary of State of the State of Oregon (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, ODOT, 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 ODOT, 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.
- 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 three (3) years following the later of the final maturity or earlier retirement of all of the Bonds funding the Grant (including the final maturity or redemption date of any obligations issued to refund the Bonds, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Availability Termination Date. State anticipates issuing 20 year Lottery Revenue bonds, therefore, Recipient should anticipate retaining project records until at least June 30, 2040. It is recommended that the Recipient consult with the State before final destruction of Project records. If there are unresolved audit questions at the end of the period described in this Section 8, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant moneys were expended.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. Subagreements.** 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 ODOT as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional obligee on contractors' bonds.
 - iii. Recipient agrees to provide ODOT with a copy of any signed subagreement upon request by ODOT. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to ODOT within ten (10) days of its being discovered.
- b. Subagreement indemnity; insurance.**
- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless ODOT 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT 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 Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient 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.
- c. Procurements.** 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;
- 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).

10. Termination

- a. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required the approval of ODOT.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to ODOT, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient;
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
 - iii. ODOT fails to make payments due in accordance with this Agreement.

- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Agreement shall not prejudice any rights or obligations accrued prior to termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

- a. **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 ODOT 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.

With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT 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. ODOT'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 ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 ODOT 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.** ODOT 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, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODOT 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 11.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- 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 ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to

the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. 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. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and 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 ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT 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 ODOT, 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.
- l. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature

ODOT/Recipient
Agreement No. 31658

below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

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

The Oregon Transportation Commission at its August 2016 meeting approved the *ConnectOregon* VI project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

Josephine County Airports, by and through its Board of Commissioners

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Larry Graves, Airport Manager
1441 Brookside Blvd
Grants Pass, OR 97526
(541) 955-4535
lgraves@co.josephine.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Freight Planning Program Manager

Date _____

By _____
Active Transportation Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By **Marvin D. Fjordbeck, Senior Assistant Attorney General** by email 10/14/2016

ODOT Contact:

Marie Wright, *ConnectOregon* Program Manager
ODOT - Active Transportation Section
555 13th Street NE
Salem, OR 97301
503-986-3327
marie.a.wright@odot.state.or.us

EXHIBIT A
Project Description, Key Milestones, Schedule and Budget

Agreement No. 31658

Application Number: 3A0425

Project Name: Emergency Power Generators for Two Airports (3S8 &3S4)

A. PROJECT DESCRIPTION

This Project is for the Grants Pass Airport in Grants Pass, Oregon and the Illinois Valley Airport in Cave Junction, Oregon. The Project will install a new emergency power generator at the Grants Pass Airport (3S8) and the Illinois Valley Airport (3S4). The project also includes the modification of the existing electrical panels with transfer switches and other required hardware at each airport.

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has four (4) Key Milestone(s). Key Milestones are used for evaluating performance on Project as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(b) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 11/30/2016

The estimated completion date of Project is: 9/30/2017

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	N/A
2	Right of way and land acquisition	N/A
3	Permits	2/28/2017
4	Final plans/bidding engineering documents	3/31/2017
5	Construction contract award	4/30/2017
6	Project completion	9/30/2017

Table 2 – Funding Breakdown

A	Total Project Cost	\$197,000
B	Grant Award Amount	\$137,900
C	Recipient Match (must be at least 30% of Total Project Cost)	\$59,100

EXHIBIT B

Recipient Requirements

- I.** Recipient shall comply with all applicable requirements of ORS 367.080 to 367.086, OAR chapter 731, Division 35. Failure by Recipient to comply with these requirements will subject Recipient to the sanctions as described in OAR735-035-0080.
- II.** Recipient shall comply with ORS 280.518, which requires any economic development program financed with proceeds from the state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. ODOT will provide standard signage as appropriate. If Recipient chooses to make a custom sign, Recipient must obtain written approval from ODOT's ConnectOregon Program Manager to use its custom sign and Recipient shall be responsible for the cost of such custom signage. If Project site is remote and a sign would not be visible to the public, Recipient shall provide proof to ODOT's ConnectOregon Program Manager that Recipient has specified in its program information that Project is financed with proceeds from the state lottery.
- III.** Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- IV.** Recipient acknowledges and agrees that, whenever 839-025-0230(4) requires ODOT as the public agency providing public funds for a project that is a public work under ORS 279C.800(6)(a)(B) to pay the fee required under ORS 279C.825, ODOT will calculate and pay the fee and deduct the amount of the fee from Recipient's Grant Funds under this Agreement.
- V.** Recipient shall notify ODOT's Project Liaison and ODOT's ConnectOregon Program Manager in writing when any contact information changes during the term of this Agreement.
- VI.** Recipient must provide matching funds in an amount equal to thirty (30) percent of the eligible Project Costs. Matching funds must be used for elements necessary for implementation of Project, including land, excavation, permits, engineering, payroll, special equipment purchase, rental or lease. Recipient is responsible for all costs in excess of the Grant Funds.
- VII.** Recipient shall pay back all of the Grant Funds to ODOT if Project is not completed in accordance with, or consistent with Exhibit A and Exhibit E, as each may be amended. Recipient obligations for Recovery of Grant Funds are provided in Section 6.d of this Agreement.
- VIII.** Recipient and ODOT's Project Liaison shall, upon completion of all on-site work for the Project, perform an on-site review. Once review is completed, the ODOT Project Liaison may recommend acceptance of Project by signing the ConnectOregon "Recommendation of

ODOT/Recipient
Agreement No. 31658

Acceptance” (Form 734-2649), which also must be signed by Recipient. The form is available at: http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

- IX.** Recipient shall, at its own expense, maintain and operate Project upon completion and throughout the useful life of Project at a minimum level that is consistent with normal depreciation or service demand or both. ODOT and Recipient agree that the useful life of Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon V* grant, represented and certified to sufficient funds and to its ability to operate and maintain Project. Recipient may not transfer, convey, sell or lease the property and assets of the Project during the useful life of the Project without the prior written approval of ODOT. Such approval shall not be unreasonably withheld. Recipient agrees to require any successor owner of the Project property to comply with this requirement. Failure to comply with this requirement may be remedied by Recipient or its successor in interest by (a) restoring the property to the uses(s) required by this Agreement or (b) repayment of expended funds. In the event repayment of expended funds is required, the amount determined using the Straight Line Depreciation (SLD) method must be repaid to ODOT. The SLD is calculated by taking the grant amount divided by twenty years. ODOT may conduct site reviews of the Project as provided in Section 8.a of this Agreement throughout the useful life of the Project. This paragraph shall survive any expiration or termination of this Agreement.
- X.** Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed. These photographs must be provided to the ODOT Project Liaison and ODOT’s *ConnectOregon* Program Manager.
- XI.** If sidewalk, curb ramp and traffic signal improvements are on or along a state highway, Recipient shall:
- a. Work with the ODOT contact to obtain a miscellaneous permit to occupy state right of way through the ODOT District Office prior to the commencement of construction.
 - b. Ensure Project meets current *ODOT Highway Design Manual* design standards for the work that is on or along the state highway.
 - c. Follow ODOT’s processes in addressing Americans with Disabilities Act of 1990 (ADA) features, including using the *ODOT Highway Design Manual*, Design Exception process, *ODOT Standard Drawings*, State’s Construction Specifications, the *Manual on Uniform Traffic Control*, and current State Traffic Signal Policy and Guidelines, and ODOT’s Curb Ramp Inspection form.
 - d. At Project completion, send an ADA Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT’s Contact.

State’s fillable ADA Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- e. Work with ODOT's contact when on any traffic signal timing signal improvements are involved. ODOT maintains responsibility, unless an agreement exists with Recipient that specifically allows Recipient to perform that function. As part of those traffic signal responsibilities ODOT shall:
 - i. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on.
 - ii. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed.
 - iii. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current *Manual on Uniform Traffic Control Devices*, and the current ODOT's *Traffic Signal Policy and Guidelines*.
 - iv. Maintain the pavement surrounding the vehicle detector loops installed in the state highway in such a manner as to provide adequate protection for said detector loops at its own expense upon completion of the project.
 - v. Maintain the pavement markings and signing installed on the state highway in accordance with current ODOT standards.
- XII. Recipient shall, at its own expense, periodically inspect the Project upon completion and throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of the Agreement.
- XIII. **Additional requirements**
 - a. **Prerequisites for Reimbursement of Costs – General**
 - i. **Prior approvals.** Recipient shall provide documentation of having met all pre-construction requirements, including, but not limited to, meeting all public agency conditions of Project approval and obtaining all Project-specific land entitlements and permits including electrical and building permits, prior to any construction costs (labor and material) being considered eligible for reimbursement or reimbursed. Project Costs will be reimbursed from Grant Funds only through the design phase of Project until all applicable documentation is received by ODOT. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager.
 - ii. **Matching Funds.** Recipient shall provide documentation of having secured the matching funds prior to any construction costs (labor and material) being considered eligible for reimbursement or reimbursed from Grant Funds. The matching funds must be available and

ODOT/Recipient
Agreement No. 31658

committed for the duration of Project. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager. Required proof of match would be met with the following a) a bank statement or proof of a bank loan for the Project, b) an approved operational budget for the Project, c) minutes of a board meeting authorizing funding for the Project, d) or a resolution authorizing Project funds and the match funds.

- iii. **Pre-construction estimate.** Recipient shall provide a pre-construction estimate based on the final design prior to any construction (labor and material) costs being considered eligible for reimbursement or reimbursed from Grant Funds. Project Costs will only be reimbursed through the design phase of Project until all applicable documentation is received. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager.

- iv. **General Standards.** The Project shall be completed within industry standards and best practices to ensure the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 ODOT. Recipient shall not authorize work to begin under subagreements 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 subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

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). Employer's liability insurance with coverage limits of not less than \$500,000 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 satisfactory to ODOT. 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 ODOT:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
- 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 ODOT:

Bodily Injury, Death and Property Damage:

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

- iv. **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include ODOT, 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.
- v. **"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 twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- vi. **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- vii. **CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

***Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week***

***If sending documents electronically – send to both
twharton@co.josephine.or.us and wwatkins@co.josephine.or.us***

REVISED JANUARY 2016

Date Submitted to BCC	10.12.16
Administration Workshop Meeting Date (Thursday)	10.20.16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	10.26.16

AGENDA TITLE: *HA*

Lease Agreement for Office Space between Josephine County Public Health and Health Care Coalition of Southern Oregon. Amendment #4. Original contract signed May 1, 2014.

Department/Contact Person (Include Title and Ext. #)	Rebecca Robinson, Sr Admin. Supervisor ext 5328
Presenter (Include Name and Title)	Diane Hoover, Administrator ext 5334
Background information	Lease Agreement originally signed May 1, 2014. This Amendment reduces the occupancy from 2 HCCSO staff to 1, in office 121 at the Public Health Department. HCCSO requested a 6 month Lease for the remaining staff member.
Action you are requesting from the Board	Sign both original documents
Reviewed by Finance Director (If yes, Finance's signature required)	no
Reviewed by Legal Counsel (If yes, Legal's signature required)	<i>Wendy Carter</i>
Reviewed by Information Technology (If yes, IT's signature required)	no
Total Revenue, Cost, or Pass-Thru Funds to the County	\$ 300.00 per month
Notes or Special Instructions to BCC Staff	

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Lease Agreement for Office Space, Amendment #4	<i>2</i>	yes	no	no	no

DOCUMENT DISTRIBUTION: Board staff is required to submit one fully executed document with original Board signatures for recording in the Board's Journal in the County Clerk's Office unless otherwise specified under Notes or Special Instructions to BCC Staff.

- **All Signatures:** If all signatures are obtained, one fully executed original document will be filed in the Board's Journal in the County Clerk's Office and all other originals will be returned to the contact person. If only one original was submitted, an electronic copy will be returned to the contact person.
- **Additional Signatures Needed on Original Documents:** Board staff will retain one document with original Board signatures and return the additional originals to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed document, one fully executed original document must be returned to Board staff for recording in the Board's Journal in the County Clerk's Office.

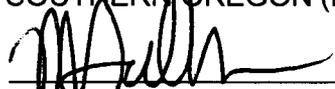
LEASE AGREEMENT FOR OFFICE SPACE
Josephine County, Oregon
AMENDMENT NO. 4

THIS AMENDMENT is made to the Lease Agreement dated August 6, 2014, by and between JOSEPHINE COUNTY ("Lessor"), and HEALTH CARE COALITION OF SOUTHERN OREGON (HCCSO), ("Lessee"). The parties agree as follows:

- A. Paragraph 1 is amended to read as follows:
1. **TERM:** This lease agreement shall commence on May 1, 2014, and shall continue until **March 30, 2017**, unless earlier terminated or extended as provided herein.
- B. Paragraph 3 is amended as follows:
3. **USE OF FURNISHINGS AND EQUIPMENT:** Lessee will have the use of one desk, and a file cabinet belonging to Lessor, as reasonably required for performance of services under the grant agreement between Lessee and Jackson County, Oregon, dated March 5, 2014, and under the grant agreement between Lessee and HRSA, dated August 27, 2014.
- C. Paragraph 4.1, **RENT**, is amended as follows:
- 4.1 Lessee shall pay Lessor the sum of Three Hundred Dollars (\$300.00) per month for use of the premises, office supplies and equipment, payable on or before the fifteenth (15th) day of each month, beginning on October 1, 2016.
- D. **AFFIRMATION:** Except as otherwise amended herein, and as previously amended by Lease Amendment No. 1, dated May 1, 2015, Lease Amendment No. 2, dated October 29, 2015, and Lease Amendment No. 3, dated May 25, 2016, the terms and conditions of the Lease Agreement between the parties dated August 6, 2014, shall remain in full force and effect as originally signed.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement Amendment No. 4 as of the day and year first hereinabove written.

LESSEE:
HEALTH CARE COALITION OF
SOUTHERN OREGON (HCCSO)



Maggie Sullivan, Executive Director

10/7/16

Date

LESSOR:
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

Date

Approved by:



County Legal Counsel Date



**BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON**

In the Matter of an Appointment to the)
Emergency Medical Services Board) **RESOLUTION NO. 2016-066**

WHEREAS, it has come to the attention of the Board of County Commissioners that there is a vacancy on the **Emergency Medical Services Board**; and

WHEREAS, it is both proper and necessary that the Board of County Commissioners fill said vacancy by making an appointment as provided herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the following person be appointed to said Emergency Medical Services Board with term expiring as hereinafter set forth.

Randy DeLong – Representing Grants Pass Public Safety
Appointed to a 3-year term; said term to expire 10/26/19

DONE and DATED this 26th day of October 2016.

**JOSEPHINE COUNTY BOARD OF
COMMISSIONERS**

Cherryl Walker, Chair

K. O. Heck, Vice Chair

Simon G. Hare, Commissioner