

CONTRACT FOR PERSONAL SERVICES
Josephine County

This Contract for Personal Services is made by and between JOSEPHINE COUNTY, a political subdivision of the State of Oregon ("County"), and PUBLIC CONSULTING GROUP, INC., a foreign business corporation registered to do business in the State of Oregon ("Contractor"). The parties agree as follows:

1. **TERM:** This Contract shall commence on the date last signed below and shall continue until May 31, 2021, unless earlier terminated or extended as required herein.
2. **CONTRACT ADMINISTRATOR:** The Executive Office Manager for the Board of Josephine County Commissioners shall be the Contract Administrator and shall have the authority to request, oversee, and approve Services.
3. **SERVICES:** Contractor shall provide a comprehensive Report and Recommendation regarding the different options for fire protection services, including fire prevention and suppression, in the unprotected areas of Josephine County. The Report and Recommendation shall be developed as follows:
 - 3.1 **Project Initiation:** Contractor shall gather information to gain a comprehensive understanding of the background, goals and expectations for the project. Contractor shall develop a proposed work plan and time line for the project, which will be approved by the Board of Commissioners.
 - 3.2 **Acquisition and Review of Background Information:** Contractor shall obtain information and data regarding fire protection service, including fire prevention and suppression service delivery in the unprotected areas.
 - 3.2.1 **Community Meetings:** Contractor shall conduct at least three (3) community meetings to gather information from impacted citizens.
 - 3.2.2 **Stakeholder Input:** Contractor shall conduct meetings to gather information from community groups, including but not limited to the following:
 - Fire Protection Committee
 - County Fire & Security Inc.
 - Rural/Metro Fire Department
 - County Departments, including Sheriff's Office and Community Development
 - Members of Rogue Valley Fire Chiefs Association
 - Board of County Commissioners
 - Oregon Department of Forestry
 - Bureau of Land Management
 - State Fire Marshal
 - US Forest Service
 - American Medical Response (AMR)
 - Fire Defense Board
 - 3.3 **Analysis of Options:** Contractor shall analyze all options for providing fire protection services, including fire prevention and suppression services in the unprotected areas, and shall complete a feasibility study of the options, taking into account the culture and economy of the area. The analysis of the options shall include, for each option, the

standards of fire protection services, including fire suppression and prevention services and service levels, the costs to taxpayers for provision of services, whether any additional capital resources would be required, and a transition plan.

- 3.4 **Final Report:** Contractor shall provide a Final Report with the findings, options, and recommendations for delivery of fire protection services, including fire prevention and suppression services, and shall provide a formal presentation to the Board of Commissioners and the community. Copies of the final report will be made available to the public.
- 3.5 **Feasibility Statement:** If requested by the Board of Commissioners, Contractor shall draft an Economic Feasibility Statement for district formation, which may serve as a basis for a ballot proposition pursuant to ORS 198.749.
- 3.6 **Licenses:** Contractor 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.
- 3.7 **Ownership of Documents:** All documents produced by Contractor pursuant to this contract shall be the sole property of County.
- 3.8 **Remote Communication:** Any references to meetings (including stakeholder input meetings, interviews, community meetings, and presentations) will be conducted by Public Consulting Group using remote means unless otherwise agreed to by both parties in writing.

4. **INDEPENDENT CONTRACTOR:** Contractor shall provide the services under this Contract as an independent contractor, and not as an employee of Josephine County.

5. **PAYMENT:**

- 5.1 In consideration for the services to be performed by Contractor as described by Section 3 of this contract and Exhibit "A", which is attached hereto and incorporated herein, County shall pay Contractor in accordance with Exhibit "A". Total payments to Consultant under this Agreement shall not exceed the sum of \$50,850.00.
- 5.2 County may suspend or withhold payments if Consultant fails to comply with requirements of this Agreement.
- 5.3 **Local Budget Law:** The County shall not be required to make any expenditure under this Agreement if funds have not been appropriated pursuant to ORS 294.305 et seq. (Local Budget Law). The County shall not be indebted or liable for any obligation created by this Agreement in violation of the debt limitation provisions of Article XI, Section 10 of the Oregon Constitution.

6. **RECORDS MAINTENANCE & AUDIT:** Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the funds paid to Contractor, or any Service delivered under this Contract for a minimum of six (6) years following the termination of this Contract. If there are unresolved audit or other questions at the end of the retention period, Contractor shall retain the records until the questions are resolved. Contractor's policies, procedures, performance data, financial records and other similar records pertaining to this Contract shall be subject to inspection and audit by the County and its auditors at any

reasonable time during the term of this Contract, and during the records retention period that follows.

7. INSURANCE:

7.1 Contractor shall maintain the following insurance:

- A. Professional Liability Insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts of Contractor. Contractor shall maintain professional liability coverage of not less than the amount of \$1,000,000 per person per incident.
- B. Workers' Compensation Insurance as required by Oregon law.
- C. General Liability Insurance with minimum limits of liability, per occurrence, of \$1,000,000 for bodily injury and \$1,000,000 for property damage.

7.2 Liability coverage shall be provided on an "occurrence" basis if it is available. "Claims made" coverage will not be acceptable unless Contractor cannot obtain occurrence coverage. The County reserves the right to determine whether occurrence coverage is available.

7.3 All insurance policies must name Josephine County as an additionally named insured and must be through an insurance company licensed in the State of Oregon. The insurance policy shall provide that "Josephine County" shall include all authorities, boards, bureaus, commissions, divisions, departments, districts, and offices of Josephine County and the individual members, employees and agents thereof in their official capacities.

8. INDEMNIFICATION:

8.1 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.

8.2 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.

8.3 Contractor shall defend, indemnify and hold harmless County and its officers, agents and employees from any and all claims, liabilities, demands, damages, suits, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of Contractor in connection with the performance of any services under this Contract.

8.4 Contractor shall be deemed an agent of County under the Oregon Tort Claims Act.

9. TERMINATION:

9.1 **For Convenience:** Either party may terminate this Contract upon ten (10) days written notice to the other party.

- 9.2 **For Cause:** Either party may terminate this Contract, effective upon delivery of written notice to the other party at such later date as may be established, upon the 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 the 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; or
 - D. If a party fails to provide the services required under this Contract, and after receipt of written notice from the other party, fails to correct such failure within thirty (30) calendar days or such other period as may be 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, in good faith, to cure the breach as soon as practicable, then such breach shall not constitute a default.

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.

- 9.3 **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 implement the Program or provide services in accordance with this Contract. Material breaches include, but are 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.

- 9.4 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. 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.

10. **FORCE MAJEURE:** Neither County nor Contractor shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, disease, 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.

11. **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, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

12. **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.
13. **COMPLIANCE WITH LAW:** County and Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.
14. **ASSIGNMENT:** Contractor shall not enter into any subcontracts or assign or transfer any interest in this Contract without the prior written consent of County.
15. **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.
16. **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.
17. **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.
18. **NOTICES:** Any notice required by this Contract must be given in writing by personal delivery or by certified mail return receipt requested to the following addresses. Any notice 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.
 - 18.1 **To County:** Chair, Josephine County Board of Commissioners, 500 NW 6th Street, Dept. 13, Grants Pass, OR 97526.
 - 18.2 **To Contractor:** PCG Inc., Health Practice Area Director, 816 Congress Avenue, Suite 1110, Austin, TX 78701.
19. **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.

20. ENTIRE CONTRACT: This Contract for Personal Services constitutes the entire agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between the parties other than those set forth in this Contract. This Contract supersedes and cancels any prior written or verbal agreement between the parties for similar services.

CONTRACTOR:

PUBLIC CONSULTING GROUP, INC.

Marc Staublely
Health Practice Area Director

Date: _____

COUNTY:

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Darin J. Fowler, Chair

Daniel E. DeYoung, Vice Chair

Lily N. Morgan, Commissioner

Date: _____

Approved as to Form:

County Legal Counsel