

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, October 11, 2010, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Council will meet in **Executive Session at 6:00pm**, in the City Manager's office, under the authority of ORS 192.660(2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Award of Appreciation Plaque to Police Reserves for their assistance at the Curry County Fair by Fair Manager, Ron Crook.

E. Public Hearings/Ordinances/Resolutions/Final Orders

1. Resolution authorizing the Mayor to sign agreements associated with the Connect Oregon III Airport Fund Grant. *City Manager, Pg. 4*
 - a. Resolution 10-R-944. *Pg. 5*
 - b. Connect Oregon III Grant Agreements, 27011 through 27015. *Pg. 6*
 - c. Subrecipient Agreements, 27011-SRA through 27015-SRA. *Pg. 71*

F. Oral Requests and Communications from the audience

1. Public Comments – 5 minute limit per person.*

G. Consent Calendar

1. Approve Council minutes for August 23, 2010. *Pg. 86*
2. Accept Parks & Recreation Commission minutes for July 22, 2010. *Pg. 90*
3. Accept Parks & Recreation Commission minutes for August 26, 2010. *Pg. 82*
4. Accept September, 2010 Vouchers in the amount of \$591,874.14. *Pg. 94*
5. Approve cancellation of November 22nd, & December 27th, 2010, City Council Meetings.

H. Remarks from Mayor and Councilors

I. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with advance notification. Please contact 469-1102 if you have any questions regarding this notice.

October 2010[illegible]

	Monday	Tuesday	Wednesday	Thursday	Friday
Sep 27 - Oct 1	Sep 27	28	29	30	Oct 1
Oct 4 - 8	4	5	6	7	8
	11:00am CC - VIPS 4:00pm CC - Council Wkshp 6:00pm CC - Planning Wkshp 7:00pm FH-FireTrng	2:30pm CC-Staff 7:00pm CC-Planning Comm	10:00am CC- Site Plan 7:00pm FH-PoliceResrvs	3:00pm CC- Staff (SC)	11:00am CC - PD Staff 2:30pm CC-2:45: PUC
(2)	11	12	13	14	15
	7:00pm FH-FireTrng 7:00pm CC-Council		10:00am FH-BRFD 10:00am CC- Site Plan 12:00pm CC - Stout Park	9:00am CC-Crm Stoppers 12:00pm Public Art Committee 3:00pm CC-URAC	
Oct 11 - 15	18	19	20	21	22
	11:00am CC-VIPS 7:00pm FH-FireTrng		10:00am CC- Site Plan	12:30pm CC - Court	
Oct 18 - 22	25	26	27	28	29
	7:00pm CC-Council 7:00pm FH-FireTrng		10:00am CC- Site Plan 12:00pm CC - Stout Park	7:00pm CC-Parks & Rec Comm	
Oct 25 - 29					

Nov 29 - Dec 3

Nov 29 - Dec 3

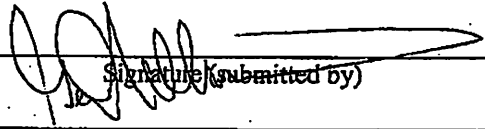
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 11, 2010

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Connect Oregon III Grant and Sub-grantee Agreements

Recommended Motion:

Adopt Resolution 10-R-944 authorizing the Mayor to execute Connect Oregon III Multimodal Transportation Fund 2010 Rural Airport Fund Grant Agreements, consecutively numbered 27011 through 27015, and associated Subrecipient Agreements, consecutively numbered 27011-SRA through 27015-SRA, and designate the City Manager as the recipient contact.

Financial Impact:

City will receive and pass through to the Border Coast Regional Airport Authority \$40,032 in grant funding. Nominal cost to City for processing payments and audit.

Background/Discussion:

The City, on behalf of the Border Coast Regional Airport Authority (BCRAA), applied for state grant funding under the Connect Oregon III program to fund preliminary engineering and environmental review work associated with the proposed airport terminal replacement project at Del Norte County Airport. Five grant applications were approved. The City of Brookings is a member of BCRAA. The grant funded activities will be managed by BCRAA. Thus, BCRAA will be the "sub grantee" and agreements have been developed transferring responsibility for grant management to the BCRAA.

This Resolution authorizes the Mayor to sign all five of the grant agreements with the Oregon Department of Transportation (ODOT), and all five of the sub grantee agreements with BCRAA.

The total grant amount is \$40,032 and will be used to fund approximately five per cent of the cost of the following activities:

1. Conduct survey to develop instrument approaches (\$11,550).
2. Complete environmental assessment study for replacement of terminal complex (\$7,482).
3. National Environmental Policy Act documentation (\$5,000).
4. Wildlife hazard management assessment (\$5,000).
5. Runway Safety Area design (\$11,000).

Attachment(s):

- a. Resolution 10-O-944
- b. Connect Oregon III Agreements, 27011 through 27015
- c. Subrecipient Agreements, 27011-SRA through 27015-SRA

CITY OF BROOKINGS

RESOLUTION 10-R-944

A RESOLUTION OF THE CITY OF BROOKINGS AUTHORIZING THE MAYOR TO SIGN CONNECT OREGON III, MULTIMODAL TRANSPORTATION FUND PROGRAM 2010, RURAL AIRPORT FUND GRANT AGREEMENTS, CONSECUTIVELY NUMBERED 27011 THROUGH 27015, AND ASSOCIATED SUBRECIPIENT AGREEMENTS, CONSECUTIVELY NUMBERED 27011-SRA THROUGH 27015-SRA, AND DESIGNATE THE CITY MANAGER AS THE RECIPIENT CONTACT.

WHEREAS, on November 9, 2009, the City of Brookings ("City") adopted Resolution 09-R-931, authorizing the City Manager to submit an application under the Connect Oregon III program for the Del Norte County Improvement Project; and

WHEREAS, the Del Norte County Improvement Project has been approved for a grant under the Connect Oregon III, Multimodal Transportation Fund Program 2010, Rural Airport Fund program; and

WHEREAS, this grant program requires the City, as the grant recipient, to enter into agreements, consecutively numbered 27011 through 27015, to qualify for grant funding; and

WHEREAS, the City requires Subrecipient Agreements for each of the Connect Oregon III agreements identified herein in order to clarify the City's role as a "pass through" organization, and the Border Coast Regional Airport Authority's role as the administrator of the grant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brookings that the Mayor is hereby authorized to sign Connect Oregon III, Multimodal Transportation Fund Program 2010, Rural Airport Fund Grant Agreements, consecutively numbered 27011 through 27015, and associated Subrecipient Agreements, consecutively numbered 27011-SRA, through 27015-SRA; and designates the City Manager as the Recipient Contact for this grant.

Passed by the City Council on _____, 2010, and made effective the same date.

Attest:

Mayor Larry Anderson

City Recorder Joyce Heffington

GRANT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
Conduct Survey to Develop Instrument Approaches

THIS GRANT PROGRAM AGREEMENT, hereinafter referred to as "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 the City of Brookings, acting by and through elected officials, hereinafter referred to as "Recipient," hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in *ConnectOregon Partnership – Program Administration Agreement No. 26593*, between the Oregon Department of Aviation and ODOT, incorporated herein and by this reference made a part hereof, ODOT may enter into this Agreement for the performance of work on Projects.
3. Pursuant to ORS 367.080 through 367.086, there is established the Multimodal Transportation Fund, separate and distinct from the General Fund, allowing for the issuance of lottery bonds for the purpose of financing grants and loans to fund Transportation Projects to public bodies and private entities that involve air, marine, rail or public transit. The Multimodal Transportation Fund Program is focused on improving the connections between air, rail, marine and transit modes of transportation to reduce transportation costs to businesses, remove key bottlenecks, and increase connectivity.
4. Pursuant to Enrolled House Bill 2001, Sections 9 and 10, The Oregon State Legislature authorized the Oregon Transportation Commission to allocate five percent of the net proceeds from the \$100,000,000 lottery bond sale for the biennium beginning July 1, 2009. Five percent of the net proceeds of the \$100,000,000 sale of lottery bonds are allocated to Rural Airports in Section 10(1) of Chapter 865, OL 2009.

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5. The receipt and use of Multimodal Transportation Funds and the execution of this Agreement by Recipient are subject to conditions imposed by ORS 367.080 through 367.086 and Oregon Administrative Rule (OAR) Chapter 731 Division 35.
6. The Oregon Transportation Commission approved the projects to be funded under the Multimodal Transportation Fund Program at its August 2010 meeting. The OTC has set specific conditions on all approved projects and the inability to meet these OTC conditions may result in a loss of project funding. Final approval for the Project is subject to meeting all the OTC conditions as stated below.
7. Safety is of paramount concern to ODOT. ODOT encourages Recipients of *ConnectOregon* grant funds to have safety as a high priority for all phases of work.

DEFINITIONS

1. The Multimodal Transportation Fund Program also known as "*ConnectOregon*" as set forth in ORS 367.060 and OAR Ch. 731, Div. 35, is a legislatively authorized lottery-bond-based initiative to invest in air, rail, public transit, and marine transportation projects in Oregon.
2. Recipient, as defined in OAR 731-035-0020(19), means an Applicant that enters into Agreement with ODOT to receive funds from the Multimodal Transportation Fund.
3. *ConnectOregon* Oversight Committee is to be composed of (A) *ConnectOregon* Program Manager, (B) Oregon Department of Aviation Administrator (ODA), (C) ODOT Chief of Staff, (D) ODOT Freight Mobility representative, (E) ODOT Region representative, (F) ODOT Rail Division Administrator and (G) a non-agency representative, appointed by ODOT's *ConnectOregon* Program Manager to address the *ConnectOregon* Program and Project specific issues.

NOW THEREFORE, the premises being general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT and Recipient agree that Recipient shall employ professional consultant to complete surveys to new FAA standards for the development of instrument approaches at the Jack McNamara Field in Crescent City, California, hereinafter referred to as "Project." The location of the Project is approximately as described in the application, which is attached hereto by reference and made a part hereof. The anticipated date of completion for this Project is July 31, 2011.

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2. The Project cost is estimated at \$231,000, which is subject to change. The *ConnectOregon III* grant funds are limited to \$11,550 or five (5) percent of the total federal grant eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$11,550 limit is reached. ODOT will reimburse Recipient for five (5) percent of the invoiced federal grant Project costs, which are approved and reimbursed by the Federal Aviation Administration (FAA), at FAA's proportional share, for grants received on or after July 1, 2009 and before July 1, 2011. If the Project is not completed in accordance with, or consistent with, the Application No. 2010-RA-055, and documents provided by the Recipient to ODOT prior to the execution of the Agreement, incorporated by reference into this Agreement, and this Agreement, as they each may be amended, Recipient shall pay back all of the *ConnectOregon III* grant funds to ODOT. Any funds disbursed but not used for the approved Project must be returned to ODOT.
3. The term of this Agreement is effective on the date all required signatures are obtained and shall terminate five (5) years from the date of execution unless extended by a fully executed amendment. This Agreement will expire and grant funds will be terminated and redistributed by the Oregon Transportation Commission if this Project Agreement is not executed within one-hundred-eighty (180) days of the Oregon Transportation Commission's grant award date.

RECIPIENT OBLIGATIONS

1. Recipient shall perform the work described in Terms of Agreement, Paragraph number 1 above.
2. Recipient shall comply with all requirements of ORS 367.080 through ORS 367.086 and Oregon Administrative Rule (OAR) Chapter 731, Division 35.
3. Recipient shall submit to ODOT's Project Liaison for review and approval, monthly invoices for approved eligible costs. Recipient shall also submit monthly progress reports by the first Wednesday of each month.
 - a. The invoice must adhere to generally accepted accounting principals and will identify the Project, Agreement number, the Project start and end date, the invoice number or the account number or both, and will itemize all expenses as well as provide a detailed breakdown of funds expended to date and dollars remaining.
 - b. The monthly progress report will be prepared using the, *ConnectOregon Rural Airports Monthly Progress Report* (Form 734-2816) attached hereto by reference and made a part of this Agreement, and will be submitted to the ODOT Project Liaison and the ODOT *ConnectOregon* Program Manager, the first Wednesday

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of each month. The fillable form can be downloaded on-line at the following address:

<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

- c. Key Milestones for this Project are:
 - i. Project start date: August 1, 2010
 - ii. Project completion date: July 31, 2011
 - d. If the Recipient anticipates the Project key milestones will be delayed by more than ninety (90) days from the key milestones shown above, Recipient shall submit a Request for Change Order (Form 734-2819) to the 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 paragraph 2cii above. The fillable form can be downloaded on-line at the following address: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>. Any changes to the Project delivery schedule must be approved by the ConnectOregon Oversight Committee prior to execution of an amendment to this Agreement. The ConnectOregon Oversight Committee may choose to request review by the Oregon Transportation Commission. A Request for Change Order may be rejected at the discretion of the Oversight Committee.
 - e. Recipient understands that no changes to the Project scope will be allowed.
 - f. Recipient's obligation to maintain and operate the Project will survive termination of this Agreement.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C, as applicable, incorporated herein by reference and made a part hereof. 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.
5. Recipient shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation, its officers and employees from any and all claims, suits, or action of

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any nature arising out of activities of Recipient, its consultant, its contractor, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."

6. Notwithstanding the foregoing defense obligations in the paragraph above, neither Recipient nor any attorney engaged by Recipient shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Recipient if the State of Oregon elects to assume its own defense.
7. Recipient acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. If Recipient enters into a construction contract for performance of work on the Project, then Recipient will require its Contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless ODOT from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and recipient shall name ODOT as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to ODOT. This

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insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the contract will include ODOT and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to ODOT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of contract and will be grounds for immediate termination of the resulting contract.
9. Recipient, and its Contractors, shall work as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Recipient, that employ subject workers 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. Recipient shall ensure that each of its subcontractors complies with these requirements.

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11. 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 shall recommend acceptance of the Project by signing the *ConnectOregon* Rural Airport "Recommendation of Acceptance" (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient and is hereby incorporated by reference. The full text of the above referenced exhibit may be reviewed and downloaded at the following web address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>
12. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the 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 this Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon* III grant, represented and certified to sufficient funds and to its ability to operate and maintain the Project. ODOT may conduct periodic inspections following the execution of this Agreement to verify that Project is being properly maintained and continues to serve the purpose for which *ConnectOregon* III grant funds were provided.
13. Maintenance responsibilities and potential ODOT inspections of the Project shall survive any termination of this Agreement.
14. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide ODOT proof of such authority upon request.
15. Recipient's Project Manager is Gary Milliman, 898 Elk Drive, Brookings, OR, 97415; 541-469-1101; gmilliman@brookings.or.us, or assigned designee upon individual's absence. ODOT's Project Liaison and ODOT's *ConnectOregon* Program Manager shall be notified in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. Based upon the *ConnectOregon* III Rural Airport Program grant fund allocation allowed, ODOT agrees to pay Recipient \$11,550, or five (5) percent of the total eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$11,550 limit is reached.

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2. ODOT shall, upon receipt of a monthly invoice and updated monthly progress report on the Project schedule, review for approval and make payment to Recipient for approved eligible costs.
3. This Agreement is contingent upon issuance and sale of lottery bonds sufficient to fund this Project. The Agreement is effective and work may begin upon execution of this Agreement, but ODOT's obligation to make Project payments is contingent upon the issuance and sale of lottery bonds by the State Treasurer.
4. ODOT shall monitor the Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Multimodal Transportation Fund Program requirements as specified in ORS Chapter 367; OAR Chapter 731, Division 35, the terms of this Agreement, Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement.
5. ODOT may impose sanctions against Recipient for failing to comply with the requirements governing the Multimodal Transportation Fund Program. Before imposing sanctions, ODOT will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. ODOT will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct the deficiencies noted. The following circumstances may warrant sanctions:
 - a. Work on the approved Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on the Project has not been maintained for six (6) months;
 - b. State of Oregon statutory requirements have not been met;
 - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement;
 - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
 - e. Key Milestones shown in the Project schedule are delayed by more than ninety (90) days;
 - f. Failure to submit monthly progress reports as required in Recipient Obligations, Paragraph number 2.

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6. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
 - a. Revocation of an existing award;
 - b. Withholding of unexpended funds;
 - c. The return of unexpended funds or repayment of expended funds;
 - d. The barring of Recipient from applying for future assistance; or
 - e. Other remedies that may be incorporated into this Agreement.
7. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8. ODOT's Project Liaison and Recipient shall, upon completion of all on-site work for Project, perform an on-site review. Once review is completed, the ODOT Project Liaison shall recommend acceptance of the Project by signing the *ConnectOregon* Recommendation of Acceptance (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient. Upon receipt of signatures by the Parties the ODOT Project Liaison shall forward the original signed copy to the ODOT *ConnectOregon* Program Manager.
9. ODOT's *ConnectOregon* III Project Liaison is Randi Kobernik, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3734, randi.kobernik@odot.state.or.us, or assigned designee upon individual's absence.
10. ODOT's *ConnectOregon* III Program Manager is Carol Olsen, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3327, carol.a.olsen@odot.state.or.us, or assigned designee upon individual's absence.

GENERAL PROVISIONS

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:
 - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as

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- ODOT may authorize, after receipt of written notice from ODOT, fails to correct such failures.
- b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable ODOT, in its reasonable discretion, to continue making payments under this Agreement.
 - c. ODOT, the Department of Justice, or a court of competent jurisdiction determines that state law, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the activities described in Terms of Agreement, Paragraph number one (1) are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. ODOT may impose one or more of the sanctions described under ODOT Obligations, Paragraph number six (6), without prior notice and without opportunity to cure, in the event ODOT determines:
- a. Statements, information, or representations in the *ConnectOregon III* application and documents provided by the Recipient to ODOT prior to the execution of the Agreement for this Project were false, misleading, fraudulent or misrepresentations; or
 - b. There has been a change in circumstances so that information provided in the application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of this Project for *ConnectOregon III*, pursuant to OAR 731-035-0060, are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to ODOT under any of the following conditions:
- a. ODOT fails to make payments due under this Agreement, or
 - b. ODOT fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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5. ODOT and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. ODOT and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 7a. The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- b. Any Party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- c. Notwithstanding subsection (b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement, Project application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement will control over the Project application and documents provided

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by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

The Oregon Transportation Commission on December 28, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

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The Oregon Transportation Commission at its August 2010 meeting approved the ConnectOregon III project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

CITY OF BROOKINGS, acting by and
through its elected officials

STATE OF OREGON, by and through
its Department of Transportation

By _____

By _____
Director

Date _____

Date _____

By _____

APPROVAL RECOMMENDED

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Local Government Section Manager

By _____
Recipient Counsel

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

Recipient Contact:

Gary Milliman
City of Brookings
898 Elk Drive
Brookings, OR 97415
541-469-1101
gmilliman@brookings.or.us

ODOT Contact:

Randi Kobernik,
Local Government Section
355 Capitol St. NE
Salem, OR 97301-3871
Phone: 503.986.3734
randi.kobernik@odot.state.or.us

GRANT AGREEMENT
ConnectOregon III

MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND

Complete Environmental Assessment Study for Replacement of Terminal Complex

THIS GRANT PROGRAM AGREEMENT, hereinafter referred to as "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 the City of Brookings, acting by and through elected officials, hereinafter referred to as "Recipient," hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in *ConnectOregon* Partnership – Program Administration Agreement No. 26593, between the Oregon Department of Aviation and ODOT, incorporated herein and by this reference made a part hereof, ODOT may enter into this Agreement for the performance of work on Projects.
3. Pursuant to ORS 367.080 through 367.086, there is established the Multimodal Transportation Fund, separate and distinct from the General Fund, allowing for the issuance of lottery bonds for the purpose of financing grants and loans to fund Transportation Projects to public bodies and private entities that involve air, marine, rail or public transit. The Multimodal Transportation Fund Program is focused on improving the connections between air, rail, marine and transit modes of transportation to reduce transportation costs to businesses, remove key bottlenecks, and increase connectivity.
4. Pursuant to Enrolled House Bill 2001, Sections 9 and 10, The Oregon State Legislature authorized the Oregon Transportation Commission to allocate five percent of the net proceeds from the \$100,000,000 lottery bond sale for the biennium beginning July 1, 2009. Five percent of the net proceeds of the \$100,000,000 sale of lottery bonds are allocated to Rural Airports in Section 10(1) of Chapter 865, OL 2009.

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5. The receipt and use of Multimodal Transportation Funds and the execution of this Agreement by Recipient are subject to conditions imposed by ORS 367.080 through 367.086 and Oregon Administrative Rule (OAR) Chapter 731 Division 35.
6. The Oregon Transportation Commission approved the projects to be funded under the Multimodal Transportation Fund Program at its August 2010 meeting. The OTC has set specific conditions on all approved projects and the inability to meet these OTC conditions may result in a loss of project funding. Final approval for the Project is subject to meeting all the OTC conditions as stated below.
7. Safety is of paramount concern to ODOT. ODOT encourages Recipients of *ConnectOregon* grant funds to have safety as a high priority for all phases of work.

DEFINITIONS

1. The Multimodal Transportation Fund Program also known as "*ConnectOregon*" as set forth in ORS 367.060 and OAR Ch. 731, Div. 35, is a legislatively authorized lottery-bond-based initiative to invest in air, rail, public transit, and marine transportation projects in Oregon.
2. Recipient, as defined in OAR 731-035-0020(19), means an Applicant that enters into Agreement with ODOT to receive funds from the Multimodal Transportation Fund.
3. *ConnectOregon* Oversight Committee is to be composed of (A) *ConnectOregon* Program Manager, (B) Oregon Department of Aviation Administrator (ODA), (C) ODOT Chief of Staff, (D) ODOT Freight Mobility representative, (E) ODOT Region representative, (F) ODOT Rail Division Administrator and (G) a non-agency representative, appointed by ODOT's *ConnectOregon* Program Manager to address the *ConnectOregon* Program and Project specific issues.

NOW THEREFORE, the premises being general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT and Recipient agree that Recipient shall employ professional consultant to amend and update the terminal Environmental Assessment/Environmental Impact Report (EA/EIR) for terminal replacement at the Jack McNamara Field in Crescent City, California, hereinafter referred to as "Project." The location of the Project is approximately as described in the application, which is attached hereto by reference and made a part hereof. The anticipated date of completion for this Project is December 31, 2010.

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2. The Project cost is estimated at \$149,630, which is subject to change. The *ConnectOregon* III grant funds are limited to \$7,482 or five (5) percent of the total federal grant eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$7,482 limit is reached. ODOT will reimburse Recipient for five (5) percent of the invoiced federal grant Project costs, which are approved and reimbursed by the Federal Aviation Administration (FAA), at FAA's proportional share, for grants received on or after July 1, 2009 and before July 1, 2011. If the Project is not completed in accordance with, or consistent with, the Application No. 2010-RA-056, and documents provided by the Recipient to ODOT prior to the execution of the Agreement, incorporated by reference into this Agreement, and this Agreement, as they each may be amended, Recipient shall pay back all of the *ConnectOregon* III grant funds to ODOT. Any funds disbursed but not used for the approved Project must be returned to ODOT.
3. The term of this Agreement is effective on the date all required signatures are obtained and shall terminate five (5) years from the date of execution unless extended by a fully executed amendment. This Agreement will expire and grant funds will be terminated and redistributed by the Oregon Transportation Commission if this Project Agreement is not executed within one-hundred-eighty (180) days of the Oregon Transportation Commission's grant award date.

RECIPIENT OBLIGATIONS

1. Recipient shall perform the work described in Terms of Agreement, Paragraph number 1 above.
2. Recipient shall comply with all requirements of ORS 367.080 through ORS 367.086 and Oregon Administrative Rule (OAR) Chapter 731, Division 35.
3. Recipient shall submit to ODOT's Project Liaison for review and approval, monthly invoices for approved eligible costs. Recipient shall also submit monthly progress reports by the first Wednesday of each month.
 - a. The invoice must adhere to generally accepted accounting principals and will identify the Project, Agreement number, the Project start and end date, the invoice number or the account number or both, and will itemize all expenses as well as provide a detailed breakdown of funds expended to date and dollars remaining.
 - b. The monthly progress report will be prepared using the, *ConnectOregon* Rural Airports Monthly Progress Report (Form 734-2816) attached hereto by reference and made a part of this Agreement, and will be submitted to the ODOT Project Liaison and the ODOT *ConnectOregon* Program Manager, the first Wednesday

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of each month. The fillable form can be downloaded on-line at the following address:

<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

- c. Key Milestones for this Project are:
 - i. Project start date: June 1, 2010
 - ii. Project completion date: December 31, 2010
 - d. If the Recipient anticipates the Project key milestones will be delayed by more than ninety (90) days from the key milestones shown above, Recipient shall submit a Request for Change Order (Form 734-2819) to the 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 paragraph 2cii above. The fillable form can be downloaded on-line at the following address: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>. Any changes to the Project delivery schedule must be approved by the ConnectOregon Oversight Committee prior to execution of an amendment to this Agreement. The ConnectOregon Oversight Committee may choose to request review by the Oregon Transportation Commission. A Request for Change Order may be rejected at the discretion of the Oversight Committee.
 - e. Recipient understands that no changes to the Project scope will be allowed.
 - f. Recipient's obligation to maintain and operate the Project will survive termination of this Agreement.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C, as applicable, incorporated herein by reference and made a part hereof. 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.
5. Recipient shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation, its officers and employees from any and all claims, suits, or action of

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any nature arising out of activities of Recipient, its consultant, its contractor, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."

6. Notwithstanding the foregoing defense obligations in the paragraph above, neither Recipient nor any attorney engaged by Recipient shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Recipient if the State of Oregon elects to assume its own defense.
7. Recipient acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. If Recipient enters into a construction contract for performance of work on the Project, then Recipient will require its Contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless ODOT from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and recipient shall name ODOT as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to ODOT. This

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insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation; if included, required for performance of the contract will include ODOT and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to ODOT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of contract and will be grounds for immediate termination of the resulting contract.
9. Recipient, and its Contractors, shall work as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Recipient, that employ subject workers 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. Recipient shall ensure that each of its subcontractors complies with these requirements.

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11. 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 shall recommend acceptance of the Project by signing the *ConnectOregon* Rural Airport "Recommendation of Acceptance" (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient and is hereby incorporated by reference. The full text of the above referenced exhibit may be reviewed and downloaded at the following web address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>
12. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the 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 this Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon* III grant, represented and certified to sufficient funds and to its ability to operate and maintain the Project. ODOT may conduct periodic inspections following the execution of this Agreement to verify that Project is being properly maintained and continues to serve the purpose for which *ConnectOregon* III grant funds were provided.
13. Maintenance responsibilities and potential ODOT inspections of the Project shall survive any termination of this Agreement.
14. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide ODOT proof of such authority upon request.
15. Recipient's Project Manager is Gary Milliman, 898 Elk Drive, Brookings, OR, 97415; 541-469-1101; gmilliman@brookings.or.us, or assigned designee upon individual's absence. ODOT's Project Liaison and ODOT's *ConnectOregon* Program Manager shall be notified in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. Based upon the *ConnectOregon* III Rural Airport Program grant fund allocation allowed, ODOT agrees to pay Recipient \$7,482, or five (5) percent of the total eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$7,482 limit is reached.

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2. ODOT shall, upon receipt of a monthly invoice and updated monthly progress report on the Project schedule, review for approval and make payment to Recipient for approved eligible costs.
3. This Agreement is contingent upon issuance and sale of lottery bonds sufficient to fund this Project. The Agreement is effective and work may begin upon execution of this Agreement, but ODOT's obligation to make Project payments is contingent upon the issuance and sale of lottery bonds by the State Treasurer.
4. ODOT shall monitor the Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Multimodal Transportation Fund Program requirements as specified in ORS Chapter 367; OAR Chapter 731, Division 35, the terms of this Agreement, Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement.
5. ODOT may impose sanctions against Recipient for failing to comply with the requirements governing the Multimodal Transportation Fund Program. Before imposing sanctions, ODOT will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. ODOT will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct the deficiencies noted. The following circumstances may warrant sanctions:
 - a. Work on the approved Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on the Project has not been maintained for six (6) months;
 - b. State of Oregon statutory requirements have not been met;
 - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement;
 - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
 - e. Key Milestones shown in the Project schedule are delayed by more than ninety (90) days.
 - f. Failure to submit monthly progress reports as required in Recipient Obligations, Paragraph number 2.

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6. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
 - a. Revocation of an existing award;
 - b. Withholding of unexpended funds;
 - c. The return of unexpended funds or repayment of expended funds;
 - d. The barring of Recipient from applying for future assistance; or
 - e. Other remedies that may be incorporated into this Agreement.
7. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8. ODOT's Project Liaison and Recipient shall, upon completion of all on-site work for Project, perform an on-site review. Once review is completed, the ODOT Project Liaison shall recommend acceptance of the Project by signing the *ConnectOregon* Recommendation of Acceptance (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient. Upon receipt of signatures by the Parties the ODOT Project Liaison shall forward the original signed copy to the ODOT *ConnectOregon* Program Manager.
9. ODOT's *ConnectOregon* III Project Liaison is Randi Kobernik, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3734, randi.kobernik@odot.state.or.us, or assigned designee upon individual's absence.
10. ODOT's *ConnectOregon* III Program Manager is Carol Olsen, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3327, carol.a.olsen@odot.state.or.us, or assigned designee upon individual's absence.

GENERAL PROVISIONS

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:
 - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as

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- ODOT may authorize, after receipt of written notice from ODOT, fails to correct such failures.
- b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable ODOT, in its reasonable discretion, to continue making payments under this Agreement.
 - c. ODOT, the Department of Justice, or a court of competent jurisdiction determines that state law, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the activities described in Terms of Agreement, Paragraph number one (1) are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. ODOT may impose one or more of the sanctions described under ODOT Obligations, Paragraph number six (6), without prior notice and without opportunity to cure, in the event ODOT determines:
- a. Statements, information, or representations in the *ConnectOregon III* application and documents provided by the Recipient to ODOT prior to the execution of the Agreement for this Project were false, misleading, fraudulent or misrepresentations; or
 - b. There has been a change in circumstances so that information provided in the application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of this Project for *ConnectOregon III*, pursuant to OAR 731-035-0060, are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to ODOT under any of the following conditions:
- a. ODOT fails to make payments due under this Agreement, or
 - b. ODOT fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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5. ODOT and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. ODOT and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 7a. The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- b. Any Party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- c. Notwithstanding subsection (b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement, Project application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement will control over the Project application and documents provided

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Agreement No. 27012

by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

The Oregon Transportation Commission on December 28, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

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The Oregon Transportation Commission at its August 2010 meeting approved the *ConnectOregon III* project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

CITY OF BROOKINGS, acting by and through its elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Recipient Counsel

Date _____

Recipient Contact:

Gary Milliman
City of Brookings
898 Elk Drive
Brookings, OR 97415
541-469-1101
gmilliman@brookings.or.us

ODOT Contact:

Randi Kobernik,
Local Government Section
355 Capitol St. NE
Salem, OR 97301-3871
Phone: 503.986.3734
randi.kobernik@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Local Government Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

GRANT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
National Environmental Policy Act (NEPA) Documentation

THIS GRANT PROGRAM AGREEMENT, hereinafter referred to as "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 the City of Brookings, acting by and through elected officials, hereinafter referred to as "Recipient," hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in *ConnectOregon Partnership – Program Administration Agreement* No. 26593, between the Oregon Department of Aviation and ODOT, incorporated herein and by this reference made a part hereof, ODOT may enter into this Agreement for the performance of work on Projects.
3. Pursuant to ORS 367.080 through 367.086, there is established the Multimodal Transportation Fund, separate and distinct from the General Fund, allowing for the issuance of lottery bonds for the purpose of financing grants and loans to fund Transportation Projects to public bodies and private entities that involve air, marine, rail or public transit. The Multimodal Transportation Fund Program is focused on improving the connections between air, rail, marine and transit modes of transportation to reduce transportation costs to businesses, remove key bottlenecks, and increase connectivity.
4. Pursuant to Enrolled House Bill 2001, Sections 9 and 10, The Oregon State Legislature authorized the Oregon Transportation Commission to allocate five percent of the net proceeds from the \$100,000,000 lottery bond sale for the biennium beginning July 1, 2009. Five percent of the net proceeds of the \$100,000,000 sale of lottery bonds are allocated to Rural Airports in Section 10(1) of Chapter 865, OL 2009.

Recipient/ODOT
Agreement No. 27013

5. The receipt and use of Multimodal Transportation Funds and the execution of this Agreement by Recipient are subject to conditions imposed by ORS 367.080 through 367.086 and Oregon Administrative Rule (OAR) Chapter 731 Division 35.
6. The Oregon Transportation Commission approved the projects to be funded under the Multimodal Transportation Fund Program at its August 2010 meeting. The OTC has set specific conditions on all approved projects and the inability to meet these OTC conditions may result in a loss of project funding. Final approval for the Project is subject to meeting all the OTC conditions as stated below.
7. Safety is of paramount concern to ODOT. ODOT encourages Recipients of *ConnectOregon* grant funds to have safety as a high priority for all phases of work.

DEFINITIONS

1. The Multimodal Transportation Fund Program also known as "*ConnectOregon*" as set forth in ORS 367.060 and OAR Ch. 731, Div. 35, is a legislatively authorized lottery-bond-based initiative to invest in air, rail, public transit, and marine transportation projects in Oregon.
2. Recipient, as defined in OAR 731-035-0020(19), means an Applicant that enters into Agreement with ODOT to receive funds from the Multimodal Transportation Fund.
3. *ConnectOregon* Oversight Committee is to be composed of (A) *ConnectOregon* Program Manager, (B) Oregon Department of Aviation Administrator (ODA), (C) ODOT Chief of Staff, (D) ODOT Freight Mobility representative, (E) ODOT Region representative, (F) ODOT Rail Division Administrator and (G) a non-agency representative, appointed by ODOT's *ConnectOregon* Program Manager to address the *ConnectOregon* Program and Project specific issues.

NOW THEREFORE, the premises being general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT and Recipient agree that Recipient shall provide for professional consultants to conduct cultural resource analysis to support NEPA documentation by determining and documenting all potential cultural resource impacts within the airport project area at the Jack McNamara Field in Crescent City, California, hereinafter referred to as "Project." The location of the Project is approximately as described in the application, which is attached hereto by reference

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and made a part hereof. The anticipated date of completion for this Project is December 31, 2010.

2. The Project cost is estimated at \$105,000, which is subject to change. The *ConnectOregon III* grant funds are limited to \$5,000 or five (5) percent of the total federal grant eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$5,000 limit is reached. ODOT will reimburse Recipient for five (5) percent of the invoiced federal grant Project costs, which are approved and reimbursed by the Federal Aviation Administration (FAA), at FAA's proportional share, for grants received on or after July 1, 2009 and before July 1, 2011. If the Project is not completed in accordance with, or consistent with, the Application No. 2010-RA-057, and documents provided by the Recipient to ODOT prior to the execution of the Agreement, incorporated by reference into this Agreement, and this Agreement, as they each may be amended, Recipient shall pay back all of the *ConnectOregon III* grant funds to ODOT. Any funds disbursed but not used for the approved Project must be returned to ODOT.
3. The term of this Agreement is effective on the date all required signatures are obtained and shall terminate five (5) years from the date of execution unless extended by a fully executed amendment. This Agreement will expire and grant funds will be terminated and redistributed by the Oregon Transportation Commission if this Project Agreement is not executed within one-hundred-eighty (180) days of the Oregon Transportation Commission's grant award date.

RECIPIENT OBLIGATIONS

1. Recipient shall perform the work described in Terms of Agreement, Paragraph number 1 above.
2. Recipient shall comply with all requirements of ORS 367.080 through ORS 367.086 and Oregon Administrative Rule (OAR) Chapter 731, Division 35.
3. Recipient shall submit to ODOT's Project Liaison for review and approval, monthly invoices for approved eligible costs. Recipient shall also submit monthly progress reports by the first Wednesday of each month.
 - a. The invoice must adhere to generally accepted accounting principals and will identify the Project, Agreement number, the Project start and end date, the invoice number or the account number or both, and will itemize all expenses as well as provide a detailed breakdown of funds expended to date and dollars remaining.

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- b. The monthly progress report will be prepared using the, *ConnectOregon Rural Airports Monthly Progress Report* (Form 734-2816) attached hereto by reference and made a part of this Agreement, and will be submitted to the ODOT Project Liaison and the ODOT *ConnectOregon* Program Manager, the first Wednesday of each month. The fillable form can be downloaded on-line at the following address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>
 - c. Key Milestones for this Project are:
 - i. Project start date: March 23, 2010
 - ii. Project completion date: December 31, 2010
 - d. If the Recipient anticipates the Project key milestones will be delayed by more than ninety (90) days from the key milestones shown above, Recipient shall submit a Request for Change Order (Form 734-2819) to the 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 paragraph 2cii above. The fillable form can be downloaded on-line at the following address: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>. Any changes to the Project delivery schedule must be approved by the *ConnectOregon* Oversight Committee prior to execution of an amendment to this Agreement. The *ConnectOregon* Oversight Committee may choose to request review by the Oregon Transportation Commission. A Request for Change Order may be rejected at the discretion of the Oversight Committee.
 - e. Recipient understands that no changes to the Project scope will be allowed.
 - f. Recipient's obligation to maintain and operate the Project will survive termination of this Agreement.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C, as applicable, incorporated herein by reference and made a part hereof. 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.

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5. Recipient shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultant, its contractor, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
6. Notwithstanding the foregoing defense obligations in the paragraph above, neither Recipient nor any attorney engaged by Recipient shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Recipient if the State of Oregon elects to assume its own defense.
7. Recipient acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. If Recipient enters into a construction contract for performance of work on the Project, then Recipient will require its Contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless ODOT from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and recipient shall name ODOT as a third party beneficiary of the resulting contract.

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- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to ODOT. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability; Errors and Omissions, or Workers' Compensation, if included, required for performance of the contract will include ODOT and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to ODOT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of contract and will be grounds for immediate termination of the resulting contract.
9. Recipient, and its Contractors, shall work as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Recipient, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required Workers'

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Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its subcontractors complies with these requirements.

11. 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 shall recommend acceptance of the Project by signing the *ConnectOregon* Rural Airport "Recommendation of Acceptance" (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient and is hereby incorporated by reference. The full text of the above referenced exhibit may be reviewed and downloaded at the following web address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

12. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the 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 this Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon* III grant, represented and certified to sufficient funds and to its ability to operate and maintain the Project. ODOT may conduct periodic inspections following the execution of this Agreement to verify that Project is being properly maintained and continues to serve the purpose for which *ConnectOregon* III grant funds were provided.

13. Maintenance responsibilities and potential ODOT inspections of the Project shall survive any termination of this Agreement.

14. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives; and to legally bind Recipient and shall provide ODOT proof of such authority upon request.

15. Recipient's Project Manager is Gary Milliman, 898 Elk Drive, Brookings, OR, 97415; 541-469-1101; gmilliman@brookings.or.us, or assigned designee upon individual's absence. ODOT's Project Liaison and ODOT's *ConnectOregon* Program Manager shall be notified in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. Based upon the *ConnectOregon* III Rural Airport Program grant fund allocation allowed, ODOT agrees to pay Recipient \$5,000, or five (5) percent of the total

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eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$5,000 limit is reached.

2. ODOT shall, upon receipt of a monthly invoice and updated monthly progress report on the Project schedule, review for approval and make payment to Recipient for approved eligible costs.
3. This Agreement is contingent upon issuance and sale of lottery bonds sufficient to fund this Project. The Agreement is effective and work may begin upon execution of this Agreement, but ODOT's obligation to make Project payments is contingent upon the issuance and sale of lottery bonds by the State Treasurer.
4. ODOT shall monitor the Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Multimodal Transportation Fund Program requirements as specified in ORS Chapter 367; OAR Chapter 731, Division 35, the terms of this Agreement, Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement.
5. ODOT may impose sanctions against Recipient for failing to comply with the requirements governing the Multimodal Transportation Fund Program. Before imposing sanctions, ODOT will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. ODOT will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct the deficiencies noted. The following circumstances may warrant sanctions:
 - a. Work on the approved Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on the Project has not been maintained for six (6) months;
 - b. State of Oregon statutory requirements have not been met;
 - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement;
 - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
 - e. Key Milestones shown in the Project schedule are delayed by more than ninety (90) days;

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- f. Failure to submit monthly progress reports as required in Recipient Obligations, Paragraph number 2.
6. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
 - a. Revocation of an existing award;
 - b. Withholding of unexpended funds;
 - c. The return of unexpended funds or repayment of expended funds;
 - d. The barring of Recipient from applying for future assistance; or
 - e. Other remedies that may be incorporated into this Agreement.
7. The remedies set forth in this Agreement are cumulative; are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8. ODOT's Project Liaison and Recipient shall, upon completion of all on-site work for Project, perform an on-site review. Once review is completed, the ODOT Project Liaison shall recommend acceptance of the Project by signing the *ConnectOregon* Recommendation of Acceptance (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient. Upon receipt of signatures by the Parties the ODOT Project Liaison shall forward the original signed copy to the ODOT *ConnectOregon* Program Manager.
9. ODOT's *ConnectOregon* III Project Liaison is Randi Kobernik, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3734, randi.kobernik@odot.state.or.us, or assigned designee upon individual's absence.
10. ODOT's *ConnectOregon* III Program Manager is Carol Olsen, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3327, carol.a.olsen@odot.state.or.us, or assigned designee upon individual's absence.

GENERAL PROVISIONS

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:

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- a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as ODOT may authorize, after receipt of written notice from ODOT, fails to correct such failures.
 - b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable ODOT, in its reasonable discretion, to continue making payments under this Agreement.
 - c. ODOT, the Department of Justice, or a court of competent jurisdiction determines that state law, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the activities described in Terms of Agreement, Paragraph number one (1) are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. ODOT may impose one or more of the sanctions described under ODOT Obligations, Paragraph number six (6), without prior notice and without opportunity to cure, in the event ODOT determines:
- a. Statements, information, or representations in the *ConnectOregon III* application and documents provided by the Recipient to ODOT prior to the execution of the Agreement for this Project were false, misleading, fraudulent or misrepresentations; or
 - b. There has been a change in circumstances so that information provided in the application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of this Project for *ConnectOregon III*, pursuant to OAR 731-035-0060, are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to ODOT under any of the following conditions:
- a. ODOT fails to make payments due under this Agreement, or
 - b. ODOT fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.

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4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. ODOT and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. ODOT and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 7a. The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- b. Any Party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- c. Notwithstanding subsection (b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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9. This Agreement, Project application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement will control over the Project application and documents provided by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

The Oregon Transportation Commission on December 28, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

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The Oregon Transportation Commission at its August 2010 meeting approved the *ConnectOregon III* project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

CITY OF BROOKINGS, acting by and through its elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Recipient Counsel

Date _____

Recipient Contact:

Gary Milliman
City of Brookings
898 Elk Drive
Brookings, OR 97415
541-469-1101
gmilliman@brookings.or.us

ODOT Contact:

Randi Kobernik,
Local Government Section
355 Capitol St. NE
Salem, OR 97301-3871
Phone: 503.986.3734
randi.kobernik@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Local Government Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

GRANT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
Wildlife Hazard Management Assessment

THIS GRANT PROGRAM AGREEMENT, hereinafter referred to as "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 the City of Brookings, acting by and through elected officials, hereinafter referred to as "Recipient," hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in *ConnectOregon* Partnership – Program Administration Agreement No. 26593, between the Oregon Department of Aviation and ODOT, incorporated herein and by this reference made a part hereof, ODOT may enter into this Agreement for the performance of work on Projects.
3. Pursuant to ORS 367.080 through 367.086, there is established the Multimodal Transportation Fund, separate and distinct from the General Fund, allowing for the issuance of lottery bonds for the purpose of financing grants and loans to fund Transportation Projects to public bodies and private entities that involve air, marine, rail or public transit. The Multimodal Transportation Fund Program is focused on improving the connections between air, rail, marine and transit modes of transportation to reduce transportation costs to businesses, remove key bottlenecks, and increase connectivity.
4. Pursuant to Enrolled House Bill 2001, Sections 9 and 10, The Oregon State Legislature authorized the Oregon Transportation Commission to allocate five percent of the net proceeds from the \$100,000,000 lottery bond sale for the biennium beginning July 1, 2009. Five percent of the net proceeds of the \$100,000,000 sale of lottery bonds are allocated to Rural Airports in Section 10(1) of Chapter 865, OL 2009.

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5. The receipt and use of Multimodal Transportation Funds and the execution of this Agreement by Recipient are subject to conditions imposed by ORS 367.080 through 367.086 and Oregon Administrative Rule (OAR) Chapter 731 Division 35.
6. The Oregon Transportation Commission approved the projects to be funded under the Multimodal Transportation Fund Program at its August 2010 meeting. The OTC has set specific conditions on all approved projects and the inability to meet these OTC conditions may result in a loss of project funding. Final approval for the Project is subject to meeting all the OTC conditions as stated below.
7. Safety is of paramount concern to ODOT. ODOT encourages Recipients of *ConnectOregon* grant funds to have safety as a high priority for all phases of work.

DEFINITIONS

1. The Multimodal Transportation Fund Program also known as "*ConnectOregon*" as set forth in ORS 367.060 and OAR Ch. 731, Div. 35, is a legislatively authorized lottery-bond-based initiative to invest in air, rail, public transit, and marine transportation projects in Oregon.
2. Recipient, as defined in OAR 731-035-0020(19), means an Applicant that enters into Agreement with ODOT to receive funds from the Multimodal Transportation Fund.
3. *ConnectOregon* Oversight Committee is to be composed of (A) *ConnectOregon* Program Manager, (B) Oregon Department of Aviation Administrator (ODA), (C) ODOT Chief of Staff, (D) ODOT Freight Mobility representative, (E) ODOT Region representative, (F) ODOT Rail Division Administrator and (G) a non-agency representative, appointed by ODOT's *ConnectOregon* Program Manager to address the *ConnectOregon* Program and Project specific issues.

NOW THEREFORE, the premises being general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT and Recipient agree that Recipient shall provide for the employment of professional consultant to conduct a Wildlife Hazard Assessment to determine if there is a need for a new Wildlife Hazard Management Plan at the Jack McNamara Field in Crescent City, California, hereinafter referred to as "Project." The location of the Project is approximately as described in the application, which is attached hereto by reference and made a part hereof. The anticipated date of completion for this Project is November 1, 2011.

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2. The Project cost is estimated at \$105,000, which is subject to change. The *ConnectOregon III* grant funds are limited to \$5,000 or five (5) percent of the total federal grant eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$5,000 limit is reached. ODOT will reimburse Recipient for five (5) percent of the invoiced federal grant Project costs, which are approved and reimbursed by the Federal Aviation Administration (FAA), at FAA's proportional share, for grants received on or after July 1, 2009 and before July 1, 2011. If the Project is not completed in accordance with, or consistent with, the Application No. 2010-RA-058, and documents provided by the Recipient to ODOT prior to the execution of the Agreement, incorporated by reference into this Agreement, and this Agreement, as they each may be amended, Recipient shall pay back all of the *ConnectOregon III* grant funds to ODOT. Any funds disbursed but not used for the approved Project must be returned to ODOT.
3. The term of this Agreement is effective on the date all required signatures are obtained and shall terminate five (5) years from the date of execution unless extended by a fully executed amendment. This Agreement will expire and grant funds will be terminated and redistributed by the Oregon Transportation Commission if this Project Agreement is not executed within one-hundred-eighty (180) days of the Oregon Transportation Commission's grant award date.

RECIPIENT OBLIGATIONS

1. Recipient shall perform the work described in Terms of Agreement, Paragraph number 1 above.
2. Recipient shall comply with all requirements of ORS 367.080 through ORS 367.086 and Oregon Administrative Rule (OAR) Chapter 731, Division 35.
3. Recipient shall submit to ODOT's Project Liaison for review and approval, monthly invoices for approved eligible costs. Recipient shall also submit monthly progress reports by the first Wednesday of each month.
 - a. The invoice must adhere to generally accepted accounting principals and will identify the Project, Agreement number, the Project start and end date, the invoice number or the account number or both, and will itemize all expenses as well as provide a detailed breakdown of funds expended to date and dollars remaining.
 - b. The monthly progress report will be prepared using the, *ConnectOregon Rural Airports Monthly Progress Report* (Form 734-2816) attached hereto by reference and made a part of this Agreement, and will be submitted to the ODOT Project Liaison and the ODOT *ConnectOregon* Program Manager, the first Wednesday

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of each month. The fillable form can be downloaded on-line at the following address:

<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

c. Key Milestones for this Project are:

- i. Project start date: September 1, 2010
- ii. Project completion date: November 1, 2011

d. If the Recipient anticipates the Project key milestones will be delayed by more than ninety (90) days from the key milestones shown above, Recipient shall submit a Request for Change Order (Form 734-2819) to the 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 paragraph 2cii above. The fillable form can be downloaded on-line at the following address: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>. Any changes to the Project delivery schedule must be approved by the ConnectOregon Oversight Committee prior to execution of an amendment to this Agreement. The ConnectOregon Oversight Committee may choose to request review by the Oregon Transportation Commission. A Request for Change Order may be rejected at the discretion of the Oversight Committee.

e. Recipient understands that no changes to the Project scope will be allowed.

f. Recipient's obligation to maintain and operate the Project will survive termination of this Agreement.

4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C, as applicable, incorporated herein by reference and made a part hereof. 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.
5. Recipient shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation, its officers and employees from any and all claims, suits, or action of

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any nature arising out of activities of Recipient, its consultant, its contractor, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."

6. Notwithstanding the foregoing defense obligations in the paragraph above, neither Recipient nor any attorney engaged by Recipient shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Recipient if the State of Oregon elects to assume its own defense.
7. Recipient acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. If Recipient enters into a construction contract for performance of work on the Project, then Recipient will require its Contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless ODOT from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and recipient shall name ODOT as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to ODOT. This

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insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the contract will include ODOT and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to ODOT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of contract and will be grounds for immediate termination of the resulting contract.
9. Recipient, and its Contractors, shall work as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Recipient, that employ subject workers 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. Recipient shall ensure that each of its subcontractors complies with these requirements.

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11. 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 shall recommend acceptance of the Project by signing the *ConnectOregon* Rural Airport "Recommendation of Acceptance" (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient and is hereby incorporated by reference. The full text of the above referenced exhibit may be reviewed and downloaded at the following web address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>
12. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the 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 this Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon* III grant, represented and certified to sufficient funds and to its ability to operate and maintain the Project. ODOT may conduct periodic inspections following the execution of this Agreement to verify that Project is being properly maintained and continues to serve the purpose for which *ConnectOregon* III grant funds were provided.
13. Maintenance responsibilities and potential ODOT inspections of the Project shall survive any termination of this Agreement.
14. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide ODOT proof of such authority upon request.
15. Recipient's Project Manager is Gary Millman, 898 Elk Drive, Brookings, OR, 97415; 541-469-1101; gmillman@brookings.or.us, or assigned designee upon individual's absence. ODOT's Project Liaison and ODOT's *ConnectOregon* Program Manager shall be notified in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. Based upon the *ConnectOregon* III Rural Airport Program grant fund allocation allowed, ODOT agrees to pay Recipient \$5,000, or five (5) percent of the total eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$5,000 limit is reached.

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2. ODOT shall, upon receipt of a monthly invoice and updated monthly progress report on the Project schedule, review for approval and make payment to Recipient for approved eligible costs.
3. This Agreement is contingent upon issuance and sale of lottery bonds sufficient to fund this Project. The Agreement is effective and work may begin upon execution of this Agreement, but ODOT's obligation to make Project payments is contingent upon the issuance and sale of lottery bonds by the State Treasurer.
4. ODOT shall monitor the Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Multimodal Transportation Fund Program requirements as specified in ORS Chapter 367; OAR Chapter 731, Division 35, the terms of this Agreement, Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement.
5. ODOT may impose sanctions against Recipient for failing to comply with the requirements governing the Multimodal Transportation Fund Program. Before imposing sanctions, ODOT will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. ODOT will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct the deficiencies noted. The following circumstances may warrant sanctions:
 - a. Work on the approved Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on the Project has not been maintained for six (6) months;
 - b. State of Oregon statutory requirements have not been met;
 - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement;
 - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
 - e. Key Milestones shown in the Project schedule are delayed by more than ninety (90) days;
 - f. Failure to submit monthly progress reports as required in Recipient Obligations, Paragraph number 2.

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6. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
 - a. Revocation of an existing award;
 - b. Withholding of unexpended funds;
 - c. The return of unexpended funds or repayment of expended funds;
 - d. The barring of Recipient from applying for future assistance; or
 - e. Other remedies that may be incorporated into this Agreement.
7. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8. ODOT's Project Liaison and Recipient shall, upon completion of all on-site work for Project, perform an on-site review. Once review is completed, the ODOT Project Liaison shall recommend acceptance of the Project by signing the *ConnectOregon* Recommendation of Acceptance (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient. Upon receipt of signatures by the Parties the ODOT Project Liaison shall forward the original signed copy to the ODOT *ConnectOregon* Program Manager.
9. ODOT's *ConnectOregon* III Project Liaison is Randi Kobernik, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3734, randi.kobernik@odot.state.or.us, or assigned designee upon individual's absence.
10. ODOT's *ConnectOregon* III Program Manager is Carol Olsen, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3327, carol.a.olsen@odot.state.or.us, or assigned designee upon individual's absence.

GENERAL PROVISIONS

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:
 - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as

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- ODOT may authorize, after receipt of written notice from ODOT, fails to correct such failures.
- b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable ODOT, in its reasonable discretion, to continue making payments under this Agreement.
 - c. ODOT, the Department of Justice, or a court of competent jurisdiction determines that state law, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the activities described in Terms of Agreement, Paragraph number one (1) are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. ODOT may impose one or more of the sanctions described under ODOT Obligations, Paragraph number six (6), without prior notice and without opportunity to cure, in the event ODOT determines:
- a. Statements, information, or representations in the *ConnectOregon III* application and documents provided by the Recipient to ODOT prior to the execution of the Agreement for this Project were false, misleading, fraudulent or misrepresentations; or
 - b. There has been a change in circumstances so that information provided in the application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of this Project for *ConnectOregon III*, pursuant to OAR 731-035-0060, are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to ODOT under any of the following conditions:
- a. ODOT fails to make payments due under this Agreement, or
 - b. ODOT fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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5. ODOT and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. ODOT and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 7a. The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- b. Any Party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- c. Notwithstanding subsection (b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement, Project application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement will control over the Project application and documents provided

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by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

The Oregon Transportation Commission on December 28, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

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The Oregon Transportation Commission at its August 2010 meeting approved the ConnectOregon III project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

CITY OF BROOKINGS, acting by and through its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Recipient Counsel

Date _____

Recipient Contact:

Gary Milliman
City of Brookings
898 Elk Drive
Brookings, OR 97415
541-469-1101
gmilliman@brookings.or.us

ODOT Contact:

Randi Kobernik,
Local Government Section
355 Capitol St. NE
Salem, OR 97301-3871
Phone: 503.986.3734
randi.kobernik@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Local Government Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

GRANT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
Runway Safety Area (RSA) Design

THIS GRANT PROGRAM AGREEMENT, hereinafter referred to as "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 the City of Brookings, acting by and through elected officials, hereinafter referred to as "Recipient," hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in *ConnectOregon* Partnership – Program Administration Agreement No. 26593, between the Oregon Department of Aviation and ODOT, incorporated herein and by this reference made a part hereof, ODOT may enter into this Agreement for the performance of work on Projects.
3. Pursuant to ORS 367.080 through 367.086, there is established the Multimodal Transportation Fund, separate and distinct from the General Fund, allowing for the issuance of lottery bonds for the purpose of financing grants and loans to fund Transportation Projects to public bodies and private entities that involve air, marine, rail or public transit. The Multimodal Transportation Fund Program is focused on improving the connections between air, rail, marine and transit modes of transportation to reduce transportation costs to businesses, remove key bottlenecks, and increase connectivity.
4. Pursuant to Enrolled House Bill 2001, Sections 9 and 10, The Oregon State Legislature authorized the Oregon Transportation Commission to allocate five percent of the net proceeds from the \$100,000,000 lottery bond sale for the biennium beginning July 1, 2009. Five percent of the net proceeds of the \$100,000,000 sale of lottery bonds are allocated to Rural Airports in Section 10(1) of Chapter 865, OL 2009.

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5. The receipt and use of Multimodal Transportation Funds and the execution of this Agreement by Recipient are subject to conditions imposed by ORS 367.080 through 367.086 and Oregon Administrative Rule (OAR) Chapter 731 Division 35.
6. The Oregon Transportation Commission approved the projects to be funded under the Multimodal Transportation Fund Program at its August 2010 meeting. The OTC has set specific conditions on all approved projects and the inability to meet these OTC conditions may result in a loss of project funding. Final approval for the Project is subject to meeting all the OTC conditions as stated below.
7. Safety is of paramount concern to ODOT. ODOT encourages Recipients of *ConnectOregon* grant funds to have safety as a high priority for all phases of work.

DEFINITIONS

1. The Multimodal Transportation Fund Program also known as "*ConnectOregon*" as set forth in ORS 367.060 and OAR Ch. 731, Div. 35, is a legislatively authorized lottery-bond-based initiative to invest in air, rail, public transit, and marine transportation projects in Oregon.
2. Recipient, as defined in OAR 731-035-0020(19), means an Applicant that enters into Agreement with ODOT to receive funds from the Multimodal Transportation Fund.
3. *ConnectOregon* Oversight Committee is to be composed of (A) *ConnectOregon* Program Manager, (B) Oregon Department of Aviation Administrator (ODA), (C) ODOT Chief of Staff, (D) ODOT Freight Mobility representative, (E) ODOT Region representative, (F) ODOT Rail Division Administrator and (G) a non-agency representative, appointed by ODOT's *ConnectOregon* Program Manager to address the *ConnectOregon* Program and Project specific issues.

NOW THEREFORE, the premises being general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT and Recipient agree that Recipient shall provide for the employment of professional consultant to conduct twenty-five (25) percent of the design work required to support the Environmental Assessment/Environmental Impact Report (EAEIR) for the Crescent City Airport (CEC) Runway Safety Area at the Jack McNamara Field in Crescent City, California, hereinafter referred to as "Project." The location of the Project is approximately as described in the application,

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which is attached hereto by reference and made a part hereof. The anticipated date of completion for this Project is July 31, 2011.

2. The Project cost is estimated at \$220,000, which is subject to change. The *ConnectOregon III* grant funds are limited to \$11,000 or five (5) percent of the total federal grant eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$11,000 limit is reached. ODOT will reimburse Recipient for five (5) percent of the invoiced federal grant Project costs, which are approved and reimbursed by the Federal Aviation Administration (FAA), at FAA's proportional share, for grants received on or after July 1, 2009 and before July 1, 2011. If the Project is not completed in accordance with, or consistent with, the Application No. 2010-RA-059, and documents provided by the Recipient to ODOT prior to the execution of the Agreement, incorporated by reference into this Agreement, and this Agreement, as they each may be amended, Recipient shall pay back all of the *ConnectOregon III* grant funds to ODOT. Any funds disbursed but not used for the approved Project must be returned to ODOT.
3. The term of this Agreement is effective on the date all required signatures are obtained and shall terminate five (5) years from the date of execution unless extended by a fully executed amendment. This Agreement will expire and grant funds will be terminated and redistributed by the Oregon Transportation Commission if this Project Agreement is not executed within one-hundred-eighty (180) days of the Oregon Transportation Commission's grant award date.

RECIPIENT OBLIGATIONS

1. Recipient shall perform the work described in Terms of Agreement, Paragraph number 1 above.
2. Recipient shall comply with all requirements of ORS 367.080 through ORS 367.086 and Oregon Administrative Rule (OAR) Chapter 731, Division 35.
3. Recipient shall submit to ODOT's Project Liaison for review and approval, monthly invoices for approved eligible costs. Recipient shall also submit monthly progress reports by the first Wednesday of each month.
 - a. The invoice must adhere to generally accepted accounting principals and will identify the Project, Agreement number, the Project start and end date, the invoice number or the account number or both, and will itemize all expenses as well as provide a detailed breakdown of funds expended to date and dollars remaining.

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- b. The monthly progress report will be prepared using the, *ConnectOregon* Rural Airports Monthly Progress Report (Form 734-2816) attached hereto by reference and made a part of this Agreement, and will be submitted to the ODOT Project Liaison and the ODOT *ConnectOregon* Program Manager, the first Wednesday of each month. The fillable form can be downloaded on-line at the following address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>
 - c. Key Milestones for this Project are:
 - i. Project start date: September 11, 2009
 - ii. Project completion date: July 31, 2011
 - d. If the Recipient anticipates the Project key milestones will be delayed by more than ninety (90) days from the key milestones shown above, Recipient shall submit a Request for Change Order (Form 734-2819) to the 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 paragraph 2cii above. The fillable form can be downloaded on-line at the following address: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>. Any changes to the Project delivery schedule must be approved by the *ConnectOregon* Oversight Committee prior to execution of an amendment to this Agreement. The *ConnectOregon* Oversight Committee may choose to request review by the Oregon Transportation Commission. A Request for Change Order may be rejected at the discretion of the Oversight Committee.
 - e. Recipient understands that no changes to the Project scope will be allowed.
 - f. Recipient's obligation to maintain and operate the Project will survive termination of this Agreement.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C, as applicable, incorporated herein by reference and made a part hereof. 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.

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5. Recipient shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultant, its contractor, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
6. Notwithstanding the foregoing defense obligations in the paragraph above, neither Recipient nor any attorney engaged by Recipient shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Recipient if the State of Oregon elects to assume its own defense.
7. Recipient acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. If Recipient enters into a construction contract for performance of work on the Project, then Recipient will require its Contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless ODOT from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and recipient shall name ODOT as a third party beneficiary of the resulting contract.

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- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to ODOT. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the contract will include ODOT and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to ODOT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of contract and will be grounds for immediate termination of the resulting contract.
9. Recipient, and its Contractors, shall work as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Recipient, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required Workers'

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Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its subcontractors complies with these requirements.

11. 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 shall recommend acceptance of the Project by signing the *ConnectOregon* Rural Airport "Recommendation of Acceptance" (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient and is hereby incorporated by reference. The full text of the above referenced exhibit may be reviewed and downloaded at the following web address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>
12. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the 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 this Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon* III grant, represented and certified to sufficient funds and to its ability to operate and maintain the Project. ODOT may conduct periodic inspections following the execution of this Agreement to verify that Project is being properly maintained and continues to serve the purpose for which *ConnectOregon* III grant funds were provided.
13. Maintenance responsibilities and potential ODOT inspections of the Project shall survive any termination of this Agreement.
14. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide ODOT proof of such authority upon request.
15. Recipient's Project Manager is Gary Milliman, 898 Elk Drive, Brookings, OR, 97415; 541-469-1101; gmilliman@brookings.or.us, or assigned designee upon individual's absence. ODOT's Project Liaison and ODOT's *ConnectOregon* Program Manager shall be notified in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. Based upon the *ConnectOregon* III Rural Airport Program grant fund allocation allowed, ODOT agrees to pay Recipient \$11,000, or five (5) percent of the total

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eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at five (5) percent until the \$11,000 limit is reached.

2. ODOT shall, upon receipt of a monthly invoice and updated monthly progress report on the Project schedule, review for approval and make payment to Recipient for approved eligible costs.
3. This Agreement is contingent upon issuance and sale of lottery bonds sufficient to fund this Project. The Agreement is effective and work may begin upon execution of this Agreement, but ODOT's obligation to make Project payments is contingent upon the issuance and sale of lottery bonds by the State Treasurer.
4. ODOT shall monitor the Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Multimodal Transportation Fund Program requirements as specified in ORS Chapter 367; OAR Chapter 731, Division 35, the terms of this Agreement, Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement.
5. ODOT may impose sanctions against Recipient for failing to comply with the requirements governing the Multimodal Transportation Fund Program. Before imposing sanctions, ODOT will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. ODOT will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct the deficiencies noted. The following circumstances may warrant sanctions:
 - a. Work on the approved Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on the Project has not been maintained for six (6) months;
 - b. State of Oregon statutory requirements have not been met;
 - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided by the Recipient to ODOT prior to the execution of the Agreement;
 - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
 - e. Key Milestones shown in the Project schedule are delayed by more than ninety (90) days;

Recipient/ODOT
Agreement No. 27015

- f. Failure to submit monthly progress reports as required in Recipient Obligations, Paragraph number 2.
6. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
 - a. Revocation of an existing award;
 - b. Withholding of unexpended funds;
 - c. The return of unexpended funds or repayment of expended funds;
 - d. The barring of Recipient from applying for future assistance; or
 - e. Other remedies that may be incorporated into this Agreement.
7. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8. ODOT's Project Liaison and Recipient shall, upon completion of all on-site work for Project, perform an on-site review. Once review is completed, the ODOT Project Liaison shall recommend acceptance of the Project by signing the *ConnectOregon* Recommendation of Acceptance (Form 734-2817), which will be signed by the ODOT Project Liaison and Recipient. Upon receipt of signatures by the Parties the ODOT Project Liaison shall forward the original signed copy to the ODOT *ConnectOregon* Program Manager.
9. ODOT's *ConnectOregon* III Project Liaison is Randi Kobernik, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3734, randi.kobernik@odot.state.or.us, or assigned designee upon individual's absence.
10. ODOT's *ConnectOregon* III Program Manager is Carol Olsen, Local Government Section, 355 Capitol St. NE, Salem, OR 97301-3871, 503.986.3327, carol.a.olsen@odot.state.or.us, or assigned designee upon individual's absence.

GENERAL PROVISIONS

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:

Recipient/ODOT
Agreement No. 27015

- a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as ODOT may authorize, after receipt of written notice from ODOT, fails to correct such failures.
 - b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable ODOT, in its reasonable discretion, to continue making payments under this Agreement.
 - c. ODOT, the Department of Justice, or a court of competent jurisdiction determines that state law, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the activities described in Terms of Agreement, Paragraph number one (1) are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. ODOT may impose one or more of the sanctions described under ODOT Obligations, Paragraph number six (6), without prior notice and without opportunity to cure, in the event ODOT determines:
 - a. Statements, information, or representations in the *ConnectOregon III* application and documents provided by the Recipient to ODOT prior to the execution of the Agreement for this Project were false, misleading, fraudulent or misrepresentations; or
 - b. There has been a change in circumstances so that information provided in the application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of this Project for *ConnectOregon III*, pursuant to OAR 731-035-0060, are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to ODOT under any of the following conditions:
 - a. ODOT fails to make payments due under this Agreement, or
 - b. ODOT fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.

Recipient/ODOT
Agreement No. 27015

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. ODOT and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. ODOT and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 7a. The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- b. Any Party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- c. Notwithstanding subsection (b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Recipient/ODOT
Agreement No. 27015

9. This Agreement, Project application and documents provided by the Recipient to ODOT prior to the execution of the Agreement, constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement will control over the Project application and documents provided by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

The Oregon Transportation Commission on December 28, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

Recipient/ODOT
Agreement No. 27015

The Oregon Transportation Commission at its August 2010 meeting approved the *ConnectOregon III* project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

CITY OF BROOKINGS, acting by and through its elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Recipient Counsel

Date _____

Recipient Contact:
Gary Milliman
City of Brookings
898 Elk Drive
Brookings, OR 97415
541-469-1101
gmilliman@brookings.or.us

ODOT Contact:
Randi Kobernik,
Local Government Section
355 Capitol St. NE
Salem, OR 97301-3871
Phone: 503.986.3734
randi.kobernik@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Local Government Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

SUBRECIPIENT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
Conduct Survey to Develop Instrument Approaches

This Subrecipient Agreement is entered into by and between the City of Brookings, an Oregon municipal corporation ("Recipient"), and the Border Coast Regional Airport Authority, a joint powers authority organized under Cal. Gov. Code § 6500 et seq. ("Subrecipient"). This Subrecipient Agreement is regarding a *ConnectOregon III* grant ("Grant") awarded to Recipient, a participating member of the Border Coast Regional Airport Authority, with the explicit understanding that Subrecipient would administer the Grant.

PART I. PURPOSE

The purpose of this Agreement is to support the Project as described in the Grant Agreement between the City of Brookings and the Oregon Department of Transportation [No. 27011], attached hereto. The proceeds of this Grant will be used solely for Subrecipient's activities in connection with the Project.

PART II. TERMS

A. AMOUNT: The amount of the Grant is 5% of the eligible costs of the Project or Eleven Thousand Five Hundred Dollars (\$11,500.00), whichever is less. Eligible costs for this Project will be reimbursed at 5% until the \$11,500 limit is reached. All reimbursements received by Recipient will be forwarded to Subrecipient without delay.

B. COMPLIANCE WITH LAW: Subrecipient stands in the shoes of the Recipient and therefore all requirements of federal and state laws, regulations and procedures that apply to Recipient also apply to Subrecipient.

C. COMPLIANCE WITH GRANT AGREEMENT: Subrecipient must also comply with all terms and conditions of the Grant Agreement in its administration of the Grant.

D. REIMBURSEMENT: If the Oregon Department of Transportation (ODOT) determines and informs Recipient that Subrecipient has not completed the Project and has little likelihood of doing so, and that therefore Recipient may be required to reimburse ODOT for all or a portion of the Grant funds, Recipient may require reimbursement of all or a portion of the Grant funds from Subrecipient.

PART III. RECIPIENT'S COVENANTS

A. GRANT: Recipient will, in accordance with the terms and conditions of the Grant Agreement and this Subrecipient Agreement, deliver the Grant funds to Subrecipient.

B. DISBURSEMENTS: Disbursements will be made upon request by Subrecipient, so long as the request is in accordance with applicable federal and state law and regulations, and the Grant Agreement.

C. NOTICE OF GRANT TERMINATION BY ODOT: Recipient will immediately notify Subrecipient if the Grant Agreement is terminated, for any reason, by ODOT.

PART IV. SUBRECIPIENT'S COVENANTS

A. USE OF FUNDS: Subrecipient commits to use the Grant funds disbursed under this Subrecipient Agreement solely for the Project identified in the Grant Agreement, and agrees to maintain documentation as may be required by the Grant Agreement, and as otherwise necessary to clearly demonstrate proper use of the funds.

B. PERMITS: Subrecipient will secure all federal, state and local permits that are necessary, and will comply with any conditions related to the disbursement of funds imposed by agencies requiring them. Subrecipient has identified all permits necessary for the project, and has secured those necessary to commence activities.

C. RECIPIENT OBLIGATIONS. Subrecipient will perform and comply with all Recipient Obligations contained in the Grant Agreement.

D. INDEMNIFICATION: Subrecipient will defend, indemnify, and hold harmless the Recipient, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of Subrecipient's administration of the Grant or performance of its obligations under this Subrecipient Agreement. In the event the Recipient indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this Agreement or its operations hereunder, Subrecipient must provide a defense to Recipient or reimburse the Recipient its costs of defense (Recipient's choice), including reasonable attorney's fees, incurred in the defense of such claims.

PART V. MISCELLANEOUS PROVISIONS

A. REVISIONS AND AMENDMENTS: Revisions and amendments to this Agreement must be reduced to writing and executed by both parties.

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

C. INTERPRETATION: The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

D. NOTICES: All notices issued pursuant to this Subrecipient Agreement must be directed as follows:

If to Recipient:

City of Brookings
Attn: City Manager
898 Elk Drive
Brookings, OR 97415

If to Subrecipient:

Border Coast Regional Airport Authority
Attn: Airport Director
150 Dale Rupert Road
Crescent City, CA 95531

E. ENTIRE AGREEMENT: This Subrecipient Agreement, the Grant Agreement, the Project application and documents provided by Recipient to ODOT prior to the execution of the Grant Agreement, constitute the entire agreement between the parties on the subject matter hereof. In the event of a conflict, this Subrecipient Agreement will control over the Grant Agreement, Project application and documents provided by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, this Agreement is executed at the place and on the date noted for each party.

BY RECIPIENT:

City of Brookings, Oregon

Executed this ____ day of _____, 2010 at Brookings, Oregon.

By: Larry Anderson, Mayor

ATTEST:

Joyce Heffington, City Recorder

BY SUBRECIPIENT:

Border Coast Regional Airport Authority

Executed this ____ day of _____, 2010 at Crescent City, California.

By: David Finigan, Chair of the Board

ATTEST:

Wilma Madden, Clerk of the Board

SUBRECIPIENT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
Complete Environmental Assessment Study for Replacement of Terminal Complex

This Subrecipient Agreement is entered into by and between the City of Brookings, an Oregon municipal corporation ("Recipient"), and the Border Coast Regional Airport Authority, a joint powers authority organized under Cal. Gov. Code § 6500 et seq. ("Subrecipient"). This Subrecipient Agreement is regarding a *ConnectOregon III* grant ("Grant") awarded to Recipient, a participating member of the Border Coast Regional Airport Authority, with the explicit understanding that Subrecipient would administer the Grant.

PART I. PURPOSE

The purpose of this Agreement is to support the Project as described in the Grant Agreement between the City of Brookings and the Oregon Department of Transportation [No. 27012], attached hereto. The proceeds of this Grant will be used solely for Subrecipient's activities in connection with the Project.

PART II. TERMS

A. AMOUNT: The amount of the Grant is 5% of the eligible costs of the Project or Seven Thousand Four Hundred Eighty Two Dollars (\$7,482.00), whichever is less. Eligible costs for this Project will be reimbursed at 5% until the \$7,482 limit is reached. All reimbursements received by Recipient will be forwarded to Subrecipient without delay.

B. COMPLIANCE WITH LAW: Subrecipient stands in the shoes of the Recipient and therefore all requirements of federal and state laws, regulations and procedures that apply to Recipient also apply to Subrecipient.

C. COMPLIANCE WITH GRANT AGREEMENT: Subrecipient must also comply with all terms and conditions of the Grant Agreement in its administration of the Grant.

D. REIMBURSEMENT: If the Oregon Department of Transportation (ODOT) determines and informs Recipient that Subrecipient has not completed the Project and has little likelihood of doing so, and that therefore Recipient may be required to reimburse ODOT for all or a portion of the Grant funds, Recipient may require reimbursement of all or a portion of the Grant funds from Subrecipient.

PART III. RECIPIENT'S COVENANTS

A. GRANT: Recipient will, in accordance with the terms and conditions of the Grant Agreement and this Subrecipient Agreement, deliver the Grant funds to Subrecipient.

B. DISBURSEMENTS: Disbursements will be made upon request by Subrecipient, so long as the request is in accordance with applicable federal and state law and regulations, and the Grant Agreement.

C. NOTICE OF GRANT TERMINATION BY ODOT: Recipient will immediately notify Subrecipient if the Grant Agreement is terminated, for any reason, by ODOT.

PART IV. SUBRECIPIENT'S COVENANTS

A. USE OF FUNDS: Subrecipient commits to use the Grant funds disbursed under this Subrecipient Agreement solely for the Project identified in the Grant Agreement, and agrees to maintain documentation as may be required by the Grant Agreement, and as otherwise necessary to clearly demonstrate proper use of the funds.

B. PERMITS: Subrecipient will secure all federal, state and local permits that are necessary, and will comply with any conditions related to the disbursement of funds imposed by agencies requiring them. Subrecipient has identified all permits necessary for the project, and has secured those necessary to commence activities.

C. RECIPIENT OBLIGATIONS. Subrecipient will perform and comply with all Recipient Obligations contained in the Grant Agreement.

D. INDEMNIFICATION: Subrecipient will defend, indemnify, and hold harmless the Recipient, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of Subrecipient's administration of the Grant or performance of its obligations under this Subrecipient Agreement. In the event the Recipient indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this Agreement or its operations hereunder, Subrecipient must provide a defense to Recipient or reimburse the Recipient its costs of defense (Recipient's choice), including reasonable attorney's fees, incurred in the defense of such claims.

PART V. MISCELLANEOUS PROVISIONS

A. REVISIONS AND AMENDMENTS: Revisions and amendments to this Agreement must be reduced to writing and executed by both parties.

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

C. INTERPRETATION: The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

D. NOTICES: All notices issued pursuant to this Subrecipient Agreement must be directed as follows:

If to Recipient:

City of Brookings
Attn: City Manager
898 Elk Drive
Brookings, OR 97415

If to Subrecipient:

Border Coast Regional Airport Authority
Attn: Airport Director
150 Dale Rupert Road
Crescent City, CA 95531

E. ENTIRE AGREEMENT: This Subrecipient Agreement, the Grant Agreement, the Project application and documents provided by Recipient to ODOT prior to the execution of the Grant Agreement, constitute the entire agreement between the parties on the subject matter hereof. In the event of a conflict, this Subrecipient Agreement will control over the Grant Agreement, Project application and documents provided by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, this Agreement is executed at the place and on the date noted for each party.

BY RECIPIENT:

City of Brookings, Oregon

Executed this ____ day of _____, 2010 at Brookings, Oregon.

By: Larry Anderson, Mayor

ATTEST:

Joyce Heffington, City Recorder

BY SUBRECIPIENT:

Border Coast Regional Airport Authority

Executed this ____ day of _____, 2010 at Crescent City, California.

By: David Finigan, Chair of the Board

ATTEST:

Wilma Madden, Clerk of the Board

SUBRECIPIENT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
National Environmental Policy Act (NEPA) Documentation

This Subrecipient Agreement is entered into by and between the City of Brookings, an Oregon municipal corporation ("Recipient"), and the Border Coast Regional Airport Authority, a joint powers authority organized under Cal. Gov. Code § 6500 et seq. ("Subrecipient"). This Subrecipient Agreement is regarding a *ConnectOregon III* grant ("Grant") awarded to Recipient, a participating member of the Border Coast Regional Airport Authority, with the explicit understanding that Subrecipient would administer the Grant.

PART I. PURPOSE

The purpose of this Agreement is to support the Project as described in the Grant Agreement between the City of Brookings and the Oregon Department of Transportation [No. 27013], attached hereto. The proceeds of this Grant will be used solely for Subrecipient's activities in connection with the Project.

PART II. TERMS

A. AMOUNT: The amount of the Grant is 5% of the eligible costs of the Project or Five Thousand Dollars (\$5,000.00), whichever is less. Eligible costs for this Project will be reimbursed at 5% until the \$5,000 limit is reached. All reimbursements received by Recipient will be forwarded to Subrecipient without delay.

B. COMPLIANCE WITH LAW: Subrecipient stands in the shoes of the Recipient and therefore all requirements of federal and state laws, regulations and procedures that apply to Recipient also apply to Subrecipient.

C. COMPLIANCE WITH GRANT AGREEMENT: Subrecipient must also comply with all terms and conditions of the Grant Agreement in its administration of the Grant.

D. REIMBURSEMENT: If the Oregon Department of Transportation (ODOT) determines and informs Recipient that Subrecipient has not completed the Project and has little likelihood of doing so, and that therefore Recipient may be required to reimburse ODOT for all or a portion of the Grant funds, Recipient may require reimbursement of all or a portion of the Grant funds from Subrecipient.

PART III. RECIPIENT'S COVENANTS

A. GRANT: Recipient will, in accordance with the terms and conditions of the Grant Agreement and this Subrecipient Agreement, deliver the Grant funds to Subrecipient.

B. DISBURSEMENTS: Disbursements will be made upon request by Subrecipient, so long as the request is in accordance with applicable federal and state law and regulations, and the Grant Agreement.

C. NOTICE OF GRANT TERMINATION BY ODOT: Recipient will immediately notify Subrecipient if the Grant Agreement is terminated, for any reason, by ODOT.

PART IV. SUBRECIPIENT'S COVENANTS

A. USE OF FUNDS: Subrecipient commits to use the Grant funds disbursed under this Subrecipient Agreement solely for the Project identified in the Grant Agreement, and agrees to maintain documentation as may be required by the Grant Agreement, and as otherwise necessary to clearly demonstrate proper use of the funds.

B. PERMITS: Subrecipient will secure all federal, state and local permits that are necessary, and will comply with any conditions related to the disbursement of funds imposed by agencies requiring them. Subrecipient has identified all permits necessary for the project, and has secured those necessary to commence activities.

C. RECIPIENT OBLIGATIONS. Subrecipient will perform and comply with all Recipient Obligations contained in the Grant Agreement.

D. INDEMNIFICATION: Subrecipient will defend, indemnify, and hold harmless the Recipient, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of Subrecipient's administration of the Grant or performance of its obligations under this Subrecipient Agreement. In the event the Recipient indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this Agreement or its operations hereunder, Subrecipient must provide a defense to Recipient or reimburse the Recipient its costs of defense (Recipient's choice), including reasonable attorney's fees, incurred in the defense of such claims.

PART V. MISCELLANEOUS PROVISIONS

A. REVISIONS AND AMENDMENTS: Revisions and amendments to this Agreement must be reduced to writing and executed by both parties.

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

C. INTERPRETATION: The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

D. NOTICES: All notices issued pursuant to this Subrecipient Agreement must be directed as follows:

If to Recipient:

City of Brookings
Attn: City Manager
898 Elk Drive
Brookings, OR 97415

If to Subrecipient:

Border Coast Regional Airport Authority
Attn: Airport Director
150 Dale Rupert Road
Crescent City, CA 95531

E. ENTIRE AGREEMENT: This Subrecipient Agreement, the Grant Agreement, the Project application and documents provided by Recipient to ODOT prior to the execution of the Grant Agreement, constitute the entire agreement between the parties on the subject matter hereof. In the event of a conflict, this Subrecipient Agreement will control over the Grant Agreement, Project application and documents provided by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, this Agreement is executed at the place and on the date noted for each party.

BY RECIPIENT:

City of Brookings, Oregon

Executed this ____ day of _____, 2010 at Brookings, Oregon.

By: Larry Anderson, Mayor

ATTEST:

Joyce Heffington, City Recorder

BY SUBRECIPIENT:

Border Coast Regional Airport Authority

Executed this ____ day of _____, 2010 at Crescent City, California.

By: David Finigan, Chair of the Board

ATTEST:

Wilma Madden, Clerk of the Board

SUBRECIPIENT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
Wildlife Hazard Management Assessment

This Subrecipient Agreement is entered into by and between the City of Brookings, an Oregon municipal corporation ("Recipient"), and the Border Coast Regional Airport Authority, a joint powers authority organized under Cal. Gov. Code § 6500 et seq. ("Subrecipient"). This Subrecipient Agreement is regarding a *ConnectOregon III* grant ("Grant") awarded to Recipient, a participating member of the Border Coast Regional Airport Authority, with the explicit understanding that Subrecipient would administer the Grant.

PART I. PURPOSE

The purpose of this Agreement is to support the Project as described in the Grant Agreement between the City of Brookings and the Oregon Department of Transportation [No. 27014], attached hereto. The proceeds of this Grant will be used solely for Subrecipient's activities in connection with the Project.

PART II. TERMS

A. AMOUNT: The amount of the Grant is 5% of the eligible costs of the Project or Five Thousand Dollars (\$5,000.00), whichever is less. Eligible costs for this Project will be reimbursed at 5% until the \$5,000 limit is reached. All reimbursements received by Recipient will be forwarded to Subrecipient without delay.

B. COMPLIANCE WITH LAW: Subrecipient stands in the shoes of the Recipient and therefore all requirements of federal and state laws, regulations and procedures that apply to Recipient also apply to Subrecipient.

C. COMPLIANCE WITH GRANT AGREEMENT: Subrecipient must also comply with all terms and conditions of the Grant Agreement in its administration of the Grant.

D. REIMBURSEMENT: If the Oregon Department of Transportation (ODOT) determines and informs Recipient that Subrecipient has not completed the Project and has little likelihood of doing so, and that therefore Recipient may be required to reimburse ODOT for all or a portion of the Grant funds, Recipient may require reimbursement of all or a portion of the Grant funds from Subrecipient.

PART III. RECIPIENT'S COVENANTS

A. GRANT: Recipient will, in accordance with the terms and conditions of the Grant Agreement and this Subrecipient Agreement, deliver the Grant funds to Subrecipient.

B. DISBURSEMENTS: Disbursements will be made upon request by Subrecipient, so long as the request is in accordance with applicable federal and state law and regulations, and the Grant Agreement.

C. NOTICE OF GRANT TERMINATION BY ODOT: Recipient will immediately notify Subrecipient if the Grant Agreement is terminated, for any reason, by ODOT.

PART IV. SUBRECIPIENT'S COVENANTS

A. USE OF FUNDS: Subrecipient commits to use the Grant funds disbursed under this Subrecipient Agreement solely for the Project identified in the Grant Agreement, and agrees to maintain documentation as may be required by the Grant Agreement, and as otherwise necessary to clearly demonstrate proper use of the funds.

B. PERMITS: Subrecipient will secure all federal, state and local permits that are necessary, and will comply with any conditions related to the disbursement of funds imposed by agencies requiring them. Subrecipient has identified all permits necessary for the project, and has secured those necessary to commence activities.

C. RECIPIENT OBLIGATIONS. Subrecipient will perform and comply with all Recipient Obligations contained in the Grant Agreement.

D. INDEMNIFICATION: Subrecipient will defend, indemnify, and hold harmless the Recipient, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of Subrecipient's administration of the Grant or performance of its obligations under this Subrecipient Agreement. In the event the Recipient indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this Agreement or its operations hereunder, Subrecipient must provide a defense to Recipient or reimburse the Recipient its costs of defense (Recipient's choice), including reasonable attorney's fees, incurred in the defense of such claims.

PART V. MISCELLANEOUS PROVISIONS

A. REVISIONS AND AMENDMENTS: Revisions and amendments to this Agreement must be reduced to writing and executed by both parties.

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

C. INTERPRETATION: The laws of the State of Oregon without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

D. NOTICES: All notices issued pursuant to this Subrecipient Agreement must be directed as follows:

If to Recipient:

City of Brookings
Attn: City Manager
898 Elk Drive
Brookings, OR 97415

If to Subrecipient:

Border Coast Regional Airport Authority
Attn: Airport Director
150 Dale Rupert Road
Crescent City, CA 95531

E. ENTIRE AGREEMENT: This Subrecipient Agreement, the Grant Agreement, the Project application and documents provided by Recipient to ODOT prior to the execution of the Grant Agreement, constitute the entire agreement between the parties on the subject matter hereof. In the event of a conflict, this Subrecipient Agreement will control over the Grant Agreement, Project application and documents provided by the Recipient to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, this Agreement is executed at the place and on the date noted for each party.

BY RECIPIENT:

City of Brookings, Oregon

Executed this ____ day of _____, 2010 at Brookings, Oregon.

By: Larry Anderson, Mayor

ATTEST:

Joyce Heffington, City Recorder

BY SUBRECIPIENT:

Border Coast Regional Airport Authority

Executed this ____ day of _____, 2010 at Crescent City, California.

By: David Finligan, Chair of the Board

ATTEST:

Wilma Madden, Clerk of the Board

SUBRECIPIENT AGREEMENT
ConnectOregon III
MULTIMODAL TRANSPORTATION FUND PROGRAM 2010
RURAL AIRPORT FUND
Runway Safety Area (RSA) Design

This Subrecipient Agreement is entered into by and between the City of Brookings, an Oregon municipal corporation ("Recipient"), and the Border Coast Regional Airport Authority, a joint powers authority organized under Cal. Gov. Code § 6500 et seq. ("Subrecipient"). This Subrecipient Agreement is regarding a *ConnectOregon III* grant ("Grant") awarded to Recipient, a participating member of the Border Coast Regional Airport Authority, with the explicit understanding that Subrecipient would administer the Grant.

PART I. PURPOSE

The purpose of this Agreement is to support the Project as described in the Grant Agreement between the City of Brookings and the Oregon Department of Transportation [No. 27015], attached hereto. The proceeds of this Grant will be used solely for Subrecipient's activities in connection with the Project.

PART II. TERMS

A. AMOUNT: The amount of the Grant is 5% of the eligible costs of the Project or Eleven Thousand Dollars (\$11,000.00), whichever is less. Eligible costs for this Project will be reimbursed at 5% until the \$11,000 limit is reached. All reimbursements received by Recipient will be forwarded to Subrecipient without delay.

B. COMPLIANCE WITH LAW: Subrecipient stands in the shoes of the Recipient and therefore all requirements of federal and state laws, regulations and procedures that apply to Recipient also apply to Subrecipient.

C. COMPLIANCE WITH GRANT AGREEMENT: Subrecipient must also comply with all terms and conditions of the Grant Agreement in its administration of the Grant.

D. REIMBURSEMENT: If the Oregon Department of Transportation (ODOT) determines and informs Recipient that Subrecipient has not completed the Project and has little likelihood of doing so, and that therefore Recipient may be required to reimburse ODOT for all or a portion of the Grant funds, Recipient may require reimbursement of all or a portion of the Grant funds from Subrecipient.

PART III. RECIPIENT'S COVENANTS

A. GRANT: Recipient will, in accordance with the terms and conditions of the Grant Agreement and this Subrecipient Agreement, deliver the Grant funds to Subrecipient.

B. DISBURSEMENTS: Disbursements will be made upon request by Subrecipient, so long as the request is in accordance with applicable federal and state law and regulations, and the Grant Agreement.

C. NOTICE OF GRANT TERMINATION BY ODOT: Recipient will immediately notify Subrecipient if the Grant Agreement is terminated, for any reason, by ODOT.

PART IV. SUBRECIPIENT'S COVENANTS

A. USE OF FUNDS: Subrecipient commits to use the Grant funds disbursed under this Subrecipient Agreement solely for the Project identified in the Grant Agreement, and agrees to maintain documentation as may be required by the Grant Agreement, and as otherwise necessary to clearly demonstrate proper use of the funds.

B. PERMITS: Subrecipient will secure all federal, state and local permits that are necessary, and will comply with any conditions related to the disbursement of funds imposed by agencies requiring them. Subrecipient has identified all permits necessary for the project, and has secured those necessary to commence activities.

C. RECIPIENT OBLIGATIONS. Subrecipient will perform and comply with all Recipient Obligations contained in the Grant Agreement.

D. INDEMNIFICATION: Subrecipient will defend, indemnify, and hold harmless the Recipient, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of Subrecipient's administration of the Grant or performance of its obligations under this Subrecipient Agreement. In the event the Recipient indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this Agreement or its operations hereunder, Subrecipient must provide a defense to Recipient or reimburse the Recipient its costs of defense (Recipient's choice), including reasonable attorney's fees, incurred in the defense of such claims.

PART V. MISCELLANEOUS PROVISIONS

A. REVISIONS AND AMENDMENTS: Revisions and amendments to this Agreement must be reduced to writing and executed by both parties.

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

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IN WITNESS WHEREOF, this Agreement is executed at the place and on the date noted for each party.

BY RECIPIENT:

City of Brookings, Oregon

Executed this ____ day of _____, 2010 at Brookings, Oregon.

By: Larry Anderson, Mayor

ATTEST:

Joyce Heffington, City Recorder

BY SUBRECIPIENT:

Border Coast Regional Airport Authority

Executed this ____ day of _____, 2010 at Crescent City, California.

By: David Finigan, Chair of the Board

ATTEST:

Wilma Madden, Clerk of the Board

City of Brookings MEETING Minutes

CITY COUNCIL

Monday, September 27, 2010

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Council met in Executive Session at 6:00pm, in the City Manager's office, under the authority of ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

Call to Order

Mayor Anderson called the meeting to order at 7:00pm.

Roll Call

Council Present: Mayor Larry Anderson, Councilors Ron Hedenskog, Dave Gordon, Jake Pieper, and Brent Hodges; a quorum present.

Staff Present: City Manager Gary Milliman, Administrative Services Director Janell Howard, Fire Chief William Sharp, Planning Director Dianne Morris, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Curry Pilot Reporter Arwyn Rice and approximately 9 public.

Ceremonies/Appointments/Announcements

Mayor Anderson proclaimed the week of October 3rd as Fire Prevention Week, and the month of October as Domestic Violence Month.

Public Hearings/Ordinances

Public Hearing on File No. LDC-3-10, Street Standards, Chapter 17.170 of the Brookings Municipal Code (BMC), City initiated.

Mayor Anderson opened the hearing at 7:09pm.

Hearing no exparte, declarations of conflict or personal interest, nor objections as to jurisdiction, Mayor Anderson reviewed the guidelines and Planning Director Morris reviewed the staff report.

Public comments were made by the following interested parties:

- Mal Wilson, 1103-1/2 Fifield
- George Mahoney, 1105 Fifield
- Paul Fossum, 1115 Fifield
- Phillip Platt, 1108 Fifield
- Noah Bruce, 1120 Fifield

Generally, comments pertained to concern regarding speeding, mail and trash receptacle access, and parking on Fifield Street, which, residents said, would be exacerbated by the proposed 24 unit development. Suggestions for improving the situation included providing speed limit signage, adding speed bumps, limiting parking to one side of the street, and possibly making at least a portion of the street one-way.

Councilor Pieper asked Paul Fossum if the speeding problem had been brought to the attention of the Police Department and Fossum replied that he had, but that not enough attention had been given to the problem.

Director Morris generally said that for each dwelling unit two off-street parking spaces were required and that violations of this requirement would be handled by the Planning Department, while issues regarding inoperable vehicles would be dealt with by the Police Department.

City Manager Milliman asked what the development standard would be for Fifield Street. Morris responded that several variables would have to be looked at, but that a 24 or 28 foot width could possibly work.

Councilor Gordon asked if an application for off-street parking had been submitted in conjunction with the 24-unit development. Morris said that they had not yet applied for their permit, but staff had provided comments to the developers and the funding agencies.

Mayor Anderson commented that review of the development by the Planning Commission would be advertised and the public would have an opportunity for comment. Director Morris said that this would be an allowed use and would only require a building permit and review of the standards by the Site Plan Committee.

The hearing was closed at 7:54pm and Council moved to deliberations.

Councilor Hodges said that most of the Fifield residents' comments seemed to be related to traffic safety and would probably best be handled by the Traffic Safety Committee, and added that he didn't think the City was "...going to be footing the bill to put the sidewalks and curb and gutter across the frontages of properties that border Fifield." As to the 24 unit development, Hodges said he thought it was a "big if," and not really a concern at this time. After exploring some of the street and traffic variables in the Fifield area, Hodges concluded by saying, "Most of what the ad hoc committee, I felt, was trying to do was to help people that were trying to deal with street issues in the way Brookings was set up years ago, and [in] a manageable way that...they would be able to do their project, or not get shut down. It was supposed to open the door to allow things to be easier to develop; to help people get their needs met and to have a good, organized way to do that."

Councilor Hedenskog said, "My goal in going into the Ad Hoc Committee had been to try and solve three problems with streets in Brookings, starting off with our hillside standard. I felt the standard that was adopted was extraordinary; it wouldn't be able to be met with any real topographic issues." Hedenskog added, "I wanted to take a look at a smaller...or lesser paved street that would be acceptable with the Fire Chief and other jurisdictions."

Hedenskog's second concern was regarding the City's history of, "...adopting wider and wider street standards, under the assumption that a wider street equaled safety." Hedenskog recommended that the City adopt the state's study on neighborhood street design, adding that the Planning Commission could use it, "...when they come up into gray areas and try to make decisions concerning street width and street safety; I think this would give them the guidelines they need to move in gray areas to make better decisions." According to the study, Hedenskog said, narrower streets are actually safer,

and that he wanted the City to begin adopting street standards similar to standards being adopted in other cities which incorporate narrower street widths.

Hedenskog's third concern was to generally to provide as much flexibility in the street standards as possible, so that neighborhoods with streets that are unable to meet current standards would be able to form an LID and design a street to meet their needs.

Councilor Pieper asked Councilors Hedenskog and Hodges if they were ready to move forward with the revisions as presented. In response, Hedenskog said, "I am not prepared to adopt a 46 wide street requirement for bicycles until we have a comprehensive bicycle plan for the City showing which streets that we would like to designate as bicycle corridors and which streets, then, are not designated as bicycle corridors."

Director Morris said that the current Oregon Transportation Planning Rule (OTPR) requires new collector streets to have bike paths and that, without knowing where future collectors may be located, the City would be unable to create a master plan at this time; the City could create a plan which shows where paths might be located in relation to existing streets.

Mayor Anderson read an excerpt from the state's neighborhood street design study, which stated, in part, that the OTPR requires local governments to, "...establish standards for local streets and access ways that minimize pavement width and right-of-way." Part of the project, Anderson said, had been to address both existing streets and new street requirements under the OTPR. Anderson also said that he had, "...numerous questions and observations of inconsistency in the matrix," and suggested that the matter be taken to a Council workshop for further discussion.

Discussion ensued regarding how to proceed, and it was finally determined that the matter would be discussed at a workshop and then re-noticed at the appropriate time.

Councilor Gordon moved, a second followed and Council voted unanimously to continue this issue until after we have had an opportunity to schedule a workshop with Council regarding the proposals [regarding LDC-3-10] in front of us.

Ordinance 10-O-667, adding Section 12.25.012, Rules and Regulations Specific to City-Owned Parks, to the Brookings Municipal Code.

City Manager Milliman reviewed the staff report.

Councilor Hedenskog moved, a second followed and Council voted unanimously to do a first reading of Ordinance 10-O-667 by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to do a second reading of Ordinance 10-O-667 by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 10-O-667 [adding Section 12.25.012, Rules

and Regulations Specific to City-Owned Parks, to the Brookings Municipal Code].

Consent Calendar

- Approval of Council minutes for September 13, 2010.
- Receive monthly financial report for August, 2010.

Councilor Hedenskog moved, a second followed and Council voted unanimously to approve the Consent Calendar as written.

Adjournment

Councilor Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:20pm.

Respectfully submitted:

ATTESTED:
this ____ day of _____, 2010:

Larry Anderson, Mayor

Joyce Heffington, City Recorder

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
July 22, 2010

CALL TO ORDER

Chair Brown called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Tony Baron, Tony Parrish, Don Vielle, Chair Patricia Brown.

Also present: City Manager Gary Milliman, Intern Stuart Rodgers

APPROVAL OF MINUTES

- A. **Motion made by Commissioner Baron to approve the minutes of June 24, 2010 as written; motion seconded and Commission voted; the motion carried unanimously.**

PUBLIC APPEARANCES

None

REGULAR AGENDA

- A. ***Prohibit Dogs on Sports Fields*** – Commissioner Baron advised of a continuing problem of people using the sports fields as a dog run area and not cleaning up after their dogs, making it a problem when children come to play on the sports fields. Believes the doggie bag stations at the parks encourages the problem. No park rule/regulation currently exists prohibiting dogs on the sports fields, only a rule/regulation stating "pets must be leashed at all times and their droppings removed". Commission discussed need for dog park area. To solve current problem suggested signs be installed stating "Dogs Prohibited on Sports Fields." **Motion made by Commissioner Parrish to install signage prohibiting dogs on sports fields citing park regulation, motions seconded and Commission voted; the motion carried unanimously.**
- B. ***Relocate boulders from Alder Street to Lower Stout Park*** – Commissioner Parrish explained idea to relocate some boulders from Alder Street Park to Lower Stout Park to make better use of the boulders. Remaining boulders at Alder Street Park would be reconfigured and planted below the drip line with some plantings to look more natural, making both parks more attractive. **Motion made by Commissioner Parrish to authorize relocation of boulders from Alder Street to Lower Stout Park as requested by the Lower Stout Park Committee, motion seconded.** Discussion pursued as to how many boulders, who will determine which ones, placement of them and as to why the boulders were placed there in the first place which was to keep vehicles from parking on the tree roots. Commissioner Vilelle questioned the changing Lower Stout Park design plans. Commissioner Parrish and Lower Stout Park sub-committee member Vi Lovejoy explained the changing plans for Lower Stout Park and the time schedule delays. Commissioners believe the whole process is taking too long. Chair Brown questioned the park plans and design and just where the boulders to be moved were going to be used. No design, engineering or grading plans have been submitted to the Commission for review. Commissioner Parrish advised he had previously presented the new design plan to the Commission, that the sub-committee meets twice monthly and invited the commissioners to attend or he will email commissioners the meeting minutes. **Commission voted; the motion failed 3 to 1 with Commissioners Brown and Vilelle opposing.** Commissioner Parrish advised they will obtain boulders from elsewhere.

COMMISSIONER REPORTS/COMMENTS

Commissioner Vilelle – advised he had contact with some athletic directors from Missouri concerning exercise paths that the commission had discussed possibly installing here. They advised him they no longer have the exercise paths and that no further information as to what was on the exercise paths was available.

STAFF REPORTS

City Manager Gary Milliman advised rehabilitation of the Skate Park is on the next City Council agenda to replace tile caps damaged by vandalism, repair cracks and resurface the bowl, all of which have created hazardous conditions. City will be paying the estimated cost for repairs of \$7500. Commissioners suggested skateboarders be required to raise the money to pay for repairs as they are the ones causing the damages and to close the park until the money is raised. Commissioner Baron suggested installing a chain link fence around the perimeter with a gate entrance to deter bike riders and further damage.

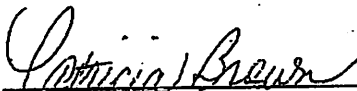
Introduced Management Intern Stuart Rodgers who will be continuing to pursue the concept of forming a Park and Recreation District. He will be providing a report and more information at the Commission's August meeting.

RARE (Resource Assistance for Rural Environments) employee, Cody Erhart is scheduled to start September 7, 2010, he will be working on the parks master plan and design.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 7:50 pm. Next meeting scheduled for August 26, 2010.

Respectfully submitted,



Patricia Brown, Chair

(approved at September 23, 2010 meeting)

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
August 26, 2010

CALL TO ORDER

Chair Brown called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Tony Baron, Tony Parrish, Don Vielle, Chair Patricia Brown.

Also present: City Manager Gary Milliman, Intern Stuart Rodgers

APPROVAL OF MINUTES

A. Postponed approval of July 22, 2010 minutes to September meeting.

PUBLIC APPEARANCES

None

REGULAR AGENDA

- A. *Adding Park Rules and Regulations to Brookings Municipal Code* – Gary Milliman advised that the City Council referred back to the Commission three items from the Park Rules and Regulations for further discussion/clarification. He presented proposed language revisions for items #3 (to include wording *Unlawful possession or use of firearms, fireworks, or explosives*) and #11 (to delete public performance, public gathering and to include definition of an organized event); **Motion made by Commissioner Baron to approve the language changes as presented, motion seconded and Commission voted; the motion carried unanimously.** Council also requested item #8 – “Unleashed dogs” be discussed for possible further regulations. Private citizen, Carolyn Milliman addressed the Commission concerning regulating unleashed dogs in the parks. She advised she has seen many people unleash their dogs to run in the ball fields and recommended all dog owners be required to have dogs on leashes and to clean up after their dogs in City parks; and issue fines to dog owners who don’t. The Commission is aware that people do use the ball fields as an exercise yard for dogs and believes the need for a dog park exists. At July, 2010 Commission recommended posting signs at ball fields stating dogs must be on a leash at all times per City ordinance or a fee will be imposed and continues to recommend posting of signs and to leave item #8 as is. Proposed Rules and Regulations referred back to City Council.
- B. *Parks & Recreation District Formation* – Stuart Rodgers presented and reviewed information on formation of a Parks & Recreation District and community possibilities and programs created by a district. Advised process could take over a year and would require a bond issue to fund. Gary Milliman believes the community needs a vision of what a district would provide. Commission questioned if taxpayers are willing to support another bond issue. Stuart suggested to begin the process to form a community committee to determine if there is community support. Need to provide residents a detailed specific plan indicating what formation of a Park & Rec District would provide citizens/taxpayers such as a pool or community/recreation center. Need to find out if citizens are interested in pursuing or make attractive to residents. Suggested consulting firms be contacted to start the process and matter be brought back for continued discussion. Commissioner Baron suggested a subcommittee be formed and at the next meeting each Commissioner submit ten individuals/stakeholders who they would put on a list to recommend be appointed to a subcommittee by the City Council.

INFORMATION UPDATES/DISCUSSION ITEMS

- A. Lower Stout Park – Commissioner Parrish advised they are having a community planting day October 23rd. They are continuing to raise money and working on grants for plants.
- B. Azalea Park Fields – Commission Baron advised they are waiting for the RARE employee to start September 7th before they have any further meetings, as working on the Parks Master Plan this will be part of his job.

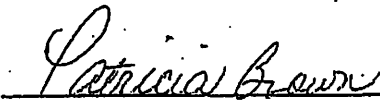
COMMISSIONER REPORTS/COMMENTS

Chair Brown – reported that she has seen one family BBQ and two birthday parties at Easy Manor Park in the last 30 days and is pleased that the park is being used. Questioned residency requirements for being on commissions and subcommittees.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 8:33 pm. Next meeting scheduled for September 23, 2010.

Respectfully submitted,



Patricia Brown, Chair

(approved at September 23, 2010 meeting)

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/10	09/21/2010	64528	4644	Hogue Incorporated	10002005	121.98- V
09/10	09/03/2010	64546	342	Applied Industrial Technology	10002005	27.21
09/10	09/03/2010	64547	715	Budge McHugh Supply	10002005	321.42
09/10	09/03/2010	64548	1840	Chetco Federal Credit Union	10002005	3,053.00
09/10	09/03/2010	64549	3834	Clean Sweep Janitorial Service	10002005	820.00
09/10	09/03/2010	64550	822	Coast Auto Center	10002005	313.78
09/10	09/03/2010	64551	1357	Curry County Clerk	10002005	51.00
09/10	09/03/2010	64552	166	Dan's Auto & Marine Electric	10002005	211.92
09/10	09/03/2010	64553	1	Brown, Elaine	10002005	35.26
09/10	09/03/2010	64554	1	Cantu, David	10002005	44.59
09/10	09/03/2010	64555	1	Creger, Todd	10002005	51.57
09/10	09/03/2010	64556	1	Finstrom, Michael	10002005	48.89
09/10	09/03/2010	64557	1	C/O Glenn M Doebler	10002005	8.04
09/10	09/03/2010	64558	1	Henry, Valerie	10002005	9.78
09/10	09/03/2010	64559	1	Mjelde, Tracy	10002005	50.83
09/10	09/03/2010	64560	1	White, Wes	10002005	64.46
09/10	09/03/2010	64561	2067	Enviro-Clean Equipment	10002005	1,427.75
09/10	09/03/2010	64562	4886	GovConnection, Inc.	10002005	2,985.00
09/10	09/03/2010	64563	269	Grainger	10002005	77.04
09/10	09/03/2010	64564	1130	H.D. Fowler	10002005	568.70
09/10	09/03/2010	64565	2397	International Code Council	10002005	100.00
09/10	09/03/2010	64566	3678	Kenneth Manuela	10002005	239.00
09/10	09/03/2010	64567	162	Kerr Hardware	10002005	958.69
09/10	09/03/2010	64568	4667	Lance Kessler Construction	10002005	2,556.00
09/10	09/03/2010	64569	4487	Net Assets Corporation	10002005	270.00
09/10	09/03/2010	64570	2283	NW Technical Internet Service	10002005	3,500.00
09/10	09/03/2010	64571	2351	Perrine Industrial Elect Inc	10002005	820.00
09/10	09/03/2010	64572	207	Quill Corporation	10002005	534.49
09/10	09/03/2010	64573	3	Nelson, James S	10002005	81.67
09/10	09/03/2010	64574	4685	Siemens Water Technology Corp.	10002005	352.00
09/10	09/03/2010	64575	316	South Coast Storage & Industry	10002005	548.00
09/10	09/09/2010	64576	3473	4imprint	10002005	374.51
09/10	09/09/2010	64577	2505	Aramark	10002005	104.00
09/10	09/09/2010	64578	528	Caselle, Inc	10002005	2,038.00
09/10	09/09/2010	64579	2542	Crystal Fresh Bottled Water	10002005	183.00
09/10	09/09/2010	64580	284	Day Management Corp	10002005	235.00
09/10	09/09/2010	64581	185	Del Cur Supply	10002005	27.85
09/10	09/09/2010	64582	1	Bruggeman JR, James E	10002005	38.76
09/10	09/09/2010	64583	1	Crotzer, Janice	10002005	38.43
09/10	09/09/2010	64584	1	Marchese, Anne & Dominic	10002005	12.93
09/10	09/09/2010	64585	1	Nye, F Marie	10002005	39.72
09/10	09/09/2010	64586	1	Wymer, Rosemaria	10002005	44.63
09/10	09/09/2010	64587	4357	Downtown Commerical Center	10002005	100.00
09/10	09/09/2010	64588	4336	Fallman, James	10002005	382.50
09/10	09/09/2010	64589	167	Hach Company	10002005	289.19
09/10	09/09/2010	64590	139	Harbor Logging Supply	10002005	145.86
09/10	09/09/2010	64591	4288	Johnson, Caleb	10002005	96.00
09/10	09/09/2010	64592	4493	Kennedy, Kyle	10002005	12.00
09/10	09/09/2010	64593	2142	Mark Gleason	10002005	469.00
09/10	09/09/2010	64594	1844	My-Comm, Inc	10002005	772.14
09/10	09/09/2010	64595	4443	Napa Auto Parts	10002005	74.82
09/10	09/09/2010	64596	3159	Northcoast Health Screening	10002005	46.00
09/10	09/09/2010	64597	3954	Riverside Manufacturing Co	10002005	230.61

M = Manual Check, V = Void Check.

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/10	09/09/2010	64598	3093	Shelton-Turnbull Printers Inc	10002005	89.50
09/10	09/09/2010	64599	4882	Sig Sauer Inc	10002005	47.95
09/10	09/09/2010	64600	2738	Taser International	10002005	450.00
09/10	09/09/2010	64601	4203	Ultramax	10002005	233.00
09/10	09/09/2010	64602	4475	Watson, Dusty	10002005	12.00
09/10	09/10/2010	64603	1951	Best Western Sunridge Inn	10002005	239.76
09/10	09/10/2010	64604	4148	GFI Software Sales Ltd	10002005	345.00
09/10	09/10/2010	64605	4688	OHIA	10002005	225.00
09/10	09/10/2010	64606	1989	Red Lion Medford	10002005	225.00
09/10	09/10/2010	64607	428	Oregon Apparatus Repair Inc	10002005	4,598.58
09/10	09/17/2010	64608	3332	Boise Cascade Paper	10002005	205.85
09/10	09/17/2010	64609	1986	BOLI	10002005	250.00
09/10	09/17/2010	64610	4193	C & K Markets	10002005	141.16
09/10	09/17/2010	64611	1740	Code Publishing Company Inc	10002005	171.80
09/10	09/17/2010	64612	161	Curry Coastal Pilot	10002005	312.52
09/10	09/17/2010	64613	2384	Curry County Road Dept	10002005	8,622.86
09/10	09/17/2010	64614	173	Curry Equipment Company	10002005	1,144.63
09/10	09/17/2010	64615	195	Curry Transfer & Recycling	10002005	518.88
09/10	09/17/2010	64616	259	Da-Tone Rock Products	10002005	1,476.88
09/10	09/17/2010	64617	153	Ferrellgas	10002005	1,052.34
09/10	09/17/2010	64618	4128	GSI Water Solutions Inc	10002005	337.50
09/10	09/17/2010	64619	1130	H.D. Fowler	10002005	144.00
09/10	09/17/2010	64620	328	Les Schwab Tire Center	10002005	36.49
09/10	09/17/2010	64621	283	Mufflers & More	10002005	414.90
09/10	09/17/2010	64622	329	New Hope Plumbing	10002005	75.00
09/10	09/17/2010	64623	1573	Northwest Business Systems	10002005	50.06
09/10	09/17/2010	64624	4277	OFSI	10002005	248.00
09/10	09/17/2010	64625	3561	Oil Can Henry's	10002005	184.07
09/10	09/17/2010	64626	3264	Pacific Electrical Contr Inc	10002005	8,985.00
09/10	09/17/2010	64627	207	Quill Corporation	10002005	133.78
09/10	09/17/2010	64628	4363	Robert N. Black, Attorney	10002005	840.00
09/10	09/17/2010	64629	189	Roto Rooter	10002005	58,783.37
09/10	09/17/2010	64630	380	Stadelman Electric Inc	10002005	822.13
09/10	09/17/2010	64631	612	Strahm's Sealcoat	10002005	1,585.00
09/10	09/17/2010	64632	142	Tidewater Contractors Inc	10002005	284,123.48
09/10	09/17/2010	64633	797	Town & Country Animal Clinic	10002005	104.00
09/10	09/17/2010	64634	990	United Parcel Service	10002005	29.05
09/10	09/20/2010	64635	4048	Higgs, Josh	10002005	12.00
09/10	09/20/2010	64636	4891	Holiday Inn Express and Suites	10002005	210.00
09/10	09/20/2010	64637	4670	Holly Jorgensen	10002005	12.00
09/10	09/20/2010	64638	4493	Kennedy, Kyle	10002005	168.00
09/10	09/20/2010	64639	4693	Network Engineer-Network Engineering	10002005	5,000.00
09/10	09/20/2010	64640	4428	Page, Raymond	10002005	12.00
09/10	09/20/2010	64641	207	Quill Corporation	10002005	174.59
09/10	09/20/2010	64642	4892	Red Lion Hotel, Portland	10002005	318.00
09/10	09/20/2010	64643	4694	Travis Wright	10002005	198.00
09/10	09/20/2010	64644	4475	Watson, Dusty	10002005	150.00
09/10	09/23/2010	64645	4454	44Mag Distributing LLC	10002005	288.95
09/10	09/28/2010	64646	4703	ACTS OREGON	10002005	.00 V
09/10	09/23/2010	64647	800	American Red Cross	10002005	40.00
09/10	09/23/2010	64648	3236	AT&T Mobile	10002005	148.53
09/10	09/23/2010	64649	255	Batteries Plus	10002005	98.88
09/10	09/23/2010	64650	148	B-H Chamber of Commerce	10002005	3,339.66
09/10	09/23/2010	64651	4898	B-H Red Shirts	10002005	65.00
09/10	09/23/2010	64652	2407	Blue Star Gas	10002005	1,243.73
09/10	09/23/2010	64653	1522	Blumenthal Uniforms	10002005	197.35

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/10	09/26/2010	84854	313	Brookings Vol Firefighters	10002005	.00 V
09/10	09/23/2010	84855	313	Brookings Vol Firefighters	10002005	2,333.34
09/10	09/23/2010	84858	1888	BOLI	10002005	272.88
09/10	09/23/2010	84857	4885	Buzzbuilt Mobile Auto Repair	10002005	97.01
09/10	09/23/2010	84858	370	CCIS	10002005	15,938.71
09/10	09/23/2010	84859	3015	Charter Communications	10002005	1,131.13
09/10	09/23/2010	84860	4897	Chris Fromme Company	10002005	1,650.00
09/10	09/23/2010	84861	822	Coast Auto Center	10002005	348.04
09/10	09/23/2010	84862	1745	Coastal Paper & Supply, Inc	10002005	124.82
09/10	09/23/2010	84863	183	Colvin Oil Company	10002005	2,992.30
09/10	09/23/2010	84864	4578	Comspan Communications	10002005	631.88
09/10	09/23/2010	84865	182	Coos-Curry Electric	10002005	1,937.29
09/10	09/23/2010	84866	4640	Creative Designs by Darlene Wheeler	10002005	35.00
09/10	09/23/2010	84867	195	Curry Transfer & Recycling	10002005	100.67
09/10	09/23/2010	84868	4534	Daily Journal of Commerce Inc.	10002005	644.88
09/10	09/23/2010	84869	1	Baldwin, David	10002005	32.49
09/10	09/23/2010	84870	1	Estate of Clayton Webb	10002005	32.02
09/10	09/23/2010	84871	1	Hanson, Bob	10002005	24.97
09/10	09/23/2010	84872	1	Morehead, Mark	10002005	60.00
09/10	09/23/2010	84873	1	Nichols, Michael	10002005	12.74
09/10	09/23/2010	84874	1	Norwood, Janet	10002005	35.62
09/10	09/23/2010	84875	1	Rindge, Loma	10002005	23.60
09/10	09/23/2010	84876	1	Shauger, Carl	10002005	9.71
09/10	09/23/2010	84877	145	EBS Trust	10002005	41.58
09/10	09/23/2010	84878	2057	Enviro-Clean Equipment	10002005	303.42
09/10	09/23/2010	84879	4848	Frontier	10002005	1,701.31
09/10	09/23/2010	84880	289	Grainger	10002005	338.59
09/10	09/23/2010	84881	188	Grants Pass Water Lab	10002005	273.80
09/10	09/23/2010	84882	1130	H.D. Fowler	10002005	140.00
09/10	09/23/2010	84883	167	Hach Company	10002005	101.75
09/10	09/23/2010	84884	154	Hagen's Dry Cleaners	10002005	52.80
09/10	09/23/2010	84885	189	Harper, Richard	10002005	300.00
09/10	09/23/2010	84886	4171	In-Motion Graphics	10002005	276.00
09/10	09/23/2010	84887	2834	McCrae, Kelby	10002005	255.00
09/10	09/23/2010	84888	4289	Milliman, Gary	10002005	87.50
09/10	09/23/2010	84889	1844	My-Comm, Inc	10002005	843.75
09/10	09/23/2010	84890	1573	Northwest Business Systems	10002005	189.81
09/10	09/23/2010	84891	279	One Call Concepts, Inc	10002005	60.44
09/10	09/23/2010	84892	1561	Pacific Coast Hearing Center	10002005	80.00
09/10	09/23/2010	84893	4899	Pacific NW Arthritis Foundation	10002005	125.00
09/10	09/23/2010	84894	4700	Performance Leadership Institu, Inc.	10002005	450.00
09/10	09/23/2010	84895	886	Pliney Bowes Global Financial	10002005	137.00
09/10	09/23/2010	84896	322	Postmaster	10002005	750.00
09/10	09/23/2010	84897	207	Quill Corporation	10002005	358.99
09/10	09/23/2010	84898	3954	Riverside Manufacturing Co	10002005	670.80
09/10	09/23/2010	84899	4888	RUAG Ammotec USA, Inc.	10002005	699.64
09/10	09/23/2010	84700	4701	Runaway Tractor	10002005	13,500.00
09/10	09/23/2010	84701	591	Salmon Run	10002005	1,225.00
09/10	09/23/2010	84702	4702	Shilo Inns - Medford	10002005	350.00
09/10	09/23/2010	84703	3872	Staples Advantage	10002005	1,327.08
09/10	09/23/2010	84704	2840	The Dyer Partnership Inc	10002005	95,375.81
09/10	09/23/2010	84705	4542	Umpqua Bank Leasing	10002005	47,889.78
09/10	09/23/2010	84706	2178	Watershed, Inc	10002005	127.00
09/10	09/25/2010	84707	313	Brookings Vol Firefighters	10002005	2,250.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
Grand Totals:						591,874.14

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: September 2010

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDC's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
1	Single Family Dwelling (SFD)	\$886.20	\$452.53	\$83.54	\$13,980.12	\$230,053.00	6	\$1,182,028.08	5	\$1,388,702.00
1	Single Family Addition (SFA)	\$329.17	\$213.86	\$39.50	\$0.00	\$43,383.62	10	\$373,350,351.00	11	\$431,754.00
0	Single Family Garages-Carport (SFG)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$31,507.00	2	\$28,404.00
0	Two Family Residential (TFR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Multi-Family Residential Apts (MFR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	1	\$1,133,877.00
1	Commercial New (C)	\$15,210.00	\$0.00	\$1,325.20	\$147,265.55	\$4,780,000.00	2	\$13,098,600.00	0	\$0.00
1	Commercial Addition-Change (CA)	\$50.50	\$32.53	\$6.08	\$0.00	\$2,400.00	1	\$2,400.00	7	\$237,512.00
0	Churches (C)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	1	\$94,000.00
0	School Repair-Addition (SR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal (B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
2	Misc.-Retaining Wall-Fence (M.R.W.F)	\$242.28	\$32.69	\$29.07	\$0.00	\$23,655.00	39	\$1,110,807.00	34	\$368,282.00
6	Total Building Permits	\$18,528.15	\$731.71	\$1,983.37	\$181,245.67	\$5,079,481.52	59	\$385,075,693.08	61	\$3,691,531.00
6	Mechanical Permits	\$133.20	\$0.00	\$16.98	N/A	N/A		N/A		N/A
2	Plumbing Permits	\$95.20	N/A	\$11.42		N/A		N/A		N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A		N/A		N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	\$0.00	N/A	N/A		N/A		N/A
6	TOTAL PERMITS	\$16,756.55	\$731.71	\$2,010.77	\$161,245.67	\$5,079,481.52	59	\$385,075,693.08	61	\$3,691,531.00
	Total Year to Date Calculated Fees									

