

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

WEEKLY BUSINESS SESSION

Agenda

October 5, 2016, 9:00 a.m.

1. **RECOGNITION OF EMPLOYEES:**
2. **PROCLAMATION(S):**
 - a. **In the Matter of Proclaiming the Month of October 2016 as Domestic Violence Awareness Month**
 - b. **In the Matter of Proclaiming the Month of October 2016 as GMO Awareness Month**
3. **REQUESTS/COMMENTS FROM CITIZENS:** *(Each person will be given three (3) minutes to speak)*
4. **APPROVAL OF CONSENT CALENDAR:**
 - a. **Minutes** *(Draft minutes are available for viewing in the Board's Office)*
LUBA Remand Hearing – August 15, 2016
County Administration Workshop – September 15, 2016
Weekly Business Session – September 21, 2016
Executive Session (Open Session) – September 21, 2016
 - b. **2016 Fund Exchange Agreement with ODOT for North Valley Industrial Park and Azalea Drive AC Overlay**
5. **OTHER:** *(ORS.192.640(1) “. . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”)*
6. **MATTERS FROM COMMISSIONERS:**

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

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

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

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

*Before the Board of County Commissioners
for Josephine County
STATE OF OREGON*

*In the Matter of Proclaiming the
Month of October 2016 as*

Domestic Violence Awareness Month



Whereas, Home should be a safe and trustworthy place, but for too many Oregonians it is instead fraught with terror due to domestic violence; and

Whereas, Domestic violence is not limited to physical or verbal abuse but includes intimate terrorism (such as isolation, covert control, reproductive coercion, economic and sexual exploitation) and online abuse (such as stalking, humiliation, doxxing, rape and death threats) and these forms of violence are often unrecognized by our laws and norms; and

Whereas, Domestic violence affects not only the person being abused but also children, neighbors, friends, family, coworkers, faith community, and others; seeing or hearing abuse can be particularly terrifying for children and people with trauma histories; and children witnessing violence is recognized as a form of abuse in itself; and

Whereas, The triad of forced financial dependence, reproductive abuse, and familial isolation creates monumental barriers to leaving an abusive relationship, and dangerous situations are further exacerbated by worsening economic realities, especially the lack of truly affordable housing; and

Whereas, It is survivors of violence, and the advocates who partner with them daily on creative support measures, to whom we look for guidance on raising awareness of domestic violence, and ultimately working to build community norms of healthy relationships.

Now, Therefore, Be It Resolved, that the Josephine County Board of Commissioners does hereby proclaim the Month of October 2016 as **DOMESTIC VIOLENCE AWARENESS MONTH** in Josephine County and calls upon citizens to observe this month with appropriate programs and activities.

Done and Dated this 5th Day of October 2016

JOSEPHINE COUNTY BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K. O. Heck, Vice Chair

Simon G. Hare, Commissioner

*Before the Board of County Commissioners
for Josephine County
STATE OF OREGON*

*In the Matter of Proclaiming the
Month of October 2016 as
GMO Awareness Month*

Proclamation

Whereas, local area farmers provide the residents of Josephine County with a more sustainable food system; and

Whereas, organizations around the world serve to help individuals and families make choices by providing education and raising awareness about the nature and effects of GMOs in our food supply; and

Whereas, in 2010, the Non-GMO Project (sanctioned by the USDA) created Non-GMO Month during the month of October as a platform for raising awareness about the GMO issue throughout the U.S. and Canada, to encourage an increase in public awareness and discussion about the presence of GMOs in our food supply; and

Whereas, Individuals and organizations throughout Josephine County will be participating in GMO-Free awareness activities during October 2016; and

Whereas, local individuals and families benefit from information that allow them to make informed decisions about their food and our local food system.

Now, Therefore, Be It Resolved, that the Josephine County Board of Commissioners does hereby proclaim the Month of October 2016, as **GMO AWARENESS MONTH** in Josephine County and calls upon citizens to observe this month with appropriate programs and activities.

Done and Dated this 5th Day of October, 2016

JOSEPHINE COUNTY BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K. O. Heck, Vice Chair

Simon G. Hare, Commissioner



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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

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

REVISED JANUARY 2016

Date Submitted to BCC	09/20/2016
Administration Workshop Meeting Date (Thursday)	09/29/2016
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	10/05/2016

AGENDA TITLE: 2016 Fund Exchange Agreement / North Valley Industrial Park and Azalea Drive AC Overlay / Agreement No. 31709	
Department/Contact Person (Include Title and Ext. #)	Debbie Foster, Sr. Dept. Specialist, ext. 4433
Presenter (Include Name and Title)	Chuck DeJanvier, County Engineer, ext. 4402
Background information	Agreement with ODOT to exchange State funds for Federal funds for the asphalt overlays in the North Valley Industrial Park and Azalea Drive, located in Josephine County
Action you are requesting from the Board	Signatures
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	Y <i>WH</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$458,629.76 Revenue for asphalt overlays
Notes or Special Instructions to BCC Staff	Please return the original agreement to Debbie Foster at Public Works for additional signatures. I will return the fully executed signature page to the BCC office.

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
2016 Fund exchange agreement No. 31709	<i>1</i>	BCC only	Y	Y	Y

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

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

2016 FUND EXCHANGE AGREEMENT
North Valley Industrial Park and Azalea Drive AC Overlay

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and Josephine County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the North Valley Industrial Park and Azalea Drive AC Overlay, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2016 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$487,904.00 federal funds for \$458,629.76 state funds.
5. The term of this Agreement will begin upon execution and will terminate two (2) years from the execution date unless extended by an executed amendment.

6. The Parties agree that the exchange is subject to the following conditions:
- a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$458,629.76. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
 - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 - g. Agency 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 provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$458,629.76, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:

- A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- m. State and Agency 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 shall 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.
7. Agency acknowledges and agrees that State, 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 Agency 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 shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. 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.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on December 18, 2014, as a part of the 2015-2018 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on September 15, 2016.

Signature Page to Follow

JOSEPHINE COUNTY, by and through
its elected officials

By: _____
Name: Cherryl Walker

By _____
Name: K.O. Heck

By: _____
Name: Simon G. Hare

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By M.W. Hicks
Counsel

Date Sept 22, 2016

Agency Contact:

Chuck DeJanvier, P.E.
County Engineer
201 River Heights Way
Grants Pass, OR 97527
541-474-5460
cdejanvier@co.josephine.or.ur

State Contact:

Jeanette Denn
R3 Agreement Coordinator
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3508
Jeanette.m.denn@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 3 Manager
Date _____

APPROVAL RECOMMENDED

By _____
R3 Agreement Coordinator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____