

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 12, 2016, 5:30 p.m.

1. **ADMINISTRATIVE ACTION(S) IN CONSIDERATION OF:**
 - a. **Approval of Contract for Personal Services with HDR Engineering Services for Seismic Assessment of County Bridges**
 - b. **Approval of Grant Award 2016-DC-BX-0074 with the Bureau of Justice Assistance and Josephine County for Josephine County Drug Court**
2. **REQUESTS/COMMENTS FROM CITIZENS:** *(Each person will be given three (3) minutes to speak)*
3. **APPROVAL OF CONSENT CALENDAR:**
 - a. **Minutes** *(Draft minutes are available for viewing in the Board's Office)*
LUBA Remand Hearing – August 15, 2016
County Administration Workshop – September 15, 2016
Weekly Business Session – September 21, 2016
Executive Session (Open Session) – September 21, 2016
 - b. **Resolution No. 2016-063; In the Matter of the Josephine County Mental Health Advisory Board: Adoption of Revised By-Laws**
 - c. **2016 Fund Exchange Agreement with Oregon Department of Transportation for Merlin Road Improvements/Sanitarium Road to Robertson Bridge Road for Agreement No. 31722**
 - d. **Intergovernmental Agreement No. 31500 with Oregon Department of Transportation for Single Trip Permit Authorization for Josephine County**
 - e. **Order No. 2016-045; In the Matter of the Sale of County Land Remaining Unsold Following Sheriff's Auction of June 16, 2016; and Quitclaim Deed**
4. **OTHER:** *(ORS.192.640(1) “. . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”)*
5. **MATTERS FROM COMMISSIONERS:**

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

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

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

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



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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

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

REVISED JANUARY 2016

Date Submitted to BCC	09/29/16
Administration Workshop Meeting Date (Thursday)	10/04/16 10/5/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	10/14/16 10/12/16

AGENDA TITLE: Contract for Personal Services with HDR Engineering Services	
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	Contract with HDR Engineering for the seismic assessment of County Bridges
Action you are requesting from the Board	Approval and signatures
Reviewed by Finance Director (If yes, Finance's signature required)	N/A
Reviewed by Legal Counsel (If yes, Legal's signature required)	<i>[Signature]</i>
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$100,000.00 cost
Notes or Special Instructions to BCC Staff	Please return one copy of the contract to Debbie Foster at Public Works

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
Personal Services Contract	1	BCC only	N	N	N

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.

CONTRACT FOR PERSONAL SERVICES
Josephine County, Oregon

This Contract for Personal Services is made by and between JOSEPHINE COUNTY, OREGON, a political subdivision of the State of Oregon ("County"), by and through its Public Works Department, and HDR Engineering, Inc., a foreign corporation registered in the State of Oregon ("Contractor"). County and Contractor agree as follows:

1. **TERM:** This Contract shall commence on the date last signed below and shall continue until June 30, 2017, unless terminated or extended as provided herein.
2. **ADMINISTRATION OF CONTRACT:** The Josephine County Public Works Director or his designee shall be the Contract Administrator and be authorized to request, oversee, and approve Services.
3. **SCOPE OF SERVICES:** Contractor shall perform the services listed in Scope of Work, Exhibit "A," attached hereto and incorporated herein. The parties agree that the terms of this Contract may be amended as provided in Section 22 if the environmental regulations of the State of Oregon or of the United States require amendment in order to comply with such regulations. The compensation for service listed in Scope of Work, Exhibit "A" is identified in Section 6.3.
4. **LICENSES:** During the term of this Contract, Contractor and its agents shall possess any licenses and certificates required by law for performing the services.
5. **INDEPENDENT CONTRACTOR:** Contractor shall perform the services required by this Contract as an Independent Contractor. Contractor shall not be deemed an employee of County and shall not be entitled to any benefits from County that generally are granted by County to its employee. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract.
6. **PAYMENT:** County shall pay Contractor as follows:
 - 6.1 On or before the 10th day of each month, Contractor shall submit to the Contract Administrator a request for payment including information on the services completed and hours worked in the previous month. The payment request shall describe all work performed with particularity, by whom and on which date it was performed, the number of hours spent performing such work, and shall itemize and explain all expenses for which reimbursement is claimed.
 - 6.2 County shall pay Contractor on or before the 20th day of each month for services performed in the previous month. County may require Contractor to provide supplementary information if a Contractor's report is inadequate for evaluating a request for payment.
 - 6.3 During the term of this contract, total payments by County to Contractor shall not exceed the amount of One Hundred Thousand Dollars (\$100,000.00) without the prior written approval of the Contract Administrator.
 - 6.4 County may suspend or withhold payments if Contractor fails to comply with requirements of this Contract.
 - 6.5 **Local Budget Law:** The County shall not be required to make any expenditure under this Contract if funds have not been appropriated pursuant to ORS 294.305 et seq. (Local Budget Law). The County shall not be indebted or liable for any obligation

created by this Contract in violation of the debt limitation provisions of Article XI, Section 10 of the Oregon Constitution.

7. **RECORDS MAINTENANCE:** Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the funds paid to Contractor, or any Services delivered under this Contract for a minimum of seven (7) years following the termination of this Contract. If there are unresolved audit or other questions at the end of the seven-year period, Contractor shall retain the records until the questions are resolved.
8. **OWNERSHIP OF DOCUMENTS:** All documents produced by Contractor or its agents pursuant to this Contract shall be the property of County. However, any modification or reuse of such documents for purposes other than those intended by this Contract shall be at County's sole risk and without liability to Contractor. Contractor shall have the right to obtain and keep copies of documentation of all activities performed.
9. **CONFIDENTIALITY:** Contractor shall maintain confidentiality of all records, reports, or other information acquired under this Contract that are exempt from disclosure under the Oregon Public Records Law (ORS 192.501 et seq.). Contractor shall not release any such information that is exempt from disclosure without the prior written consent of County.
10. **INDEMNIFICATION:**
 - 10.1 County has relied upon the professional ability, qualifications and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform all services in accordance with generally accepted professional practices and standards and according to the requirements of applicable federal, state and local laws. The acceptance of Contractor's services by County shall not operate as a waiver or release of any claim.
 - 10.2 Contractor shall defend, indemnify and hold harmless County, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of Contractor in connection with the performance of any services under this Contract.
 - 10.3 County shall defend, indemnify and hold harmless Contractor, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County in connection with the performance of any services under this Contract.
 - 10.4 Contractor shall not be deemed an agent of County under the Oregon Tort Claims Act. Contractor has no authority to bind County to agreements, contracts, leases, or other obligations, nor shall County be liable for any tortious act or omission of Contractor.
11. **INSURANCE:** Contractor shall, at its own expense, provide and maintain insurance for the duration of this Contract as follows:
 - 11.1 **Professional Liability Insurance:** Contractor shall obtain and maintain professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts of Contractor. Contractor shall maintain professional liability coverage of not less than the amount of \$1,000,000 per claim.
 - 11.2 **Worker's Compensation Insurance:** Contractor shall obtain and maintain Workers Compensation Insurance as required by law.

- 11.3 **Automobile Liability Insurance:** Contractor shall obtain and maintain automobile liability insurance with limits of liability, per occurrence, of \$1,000,000 for bodily injury and \$1,000,000 for property damage.
- 11.4 **General Liability Insurance:** Contractor shall be required to provide and maintain general liability insurance against loss or damage to persons or property with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage.
- 11.5 All insurance policies (excluding professional liability and worker's compensation) must name Josephine County as an additionally named insured and must be through an insurance company licensed in the State of Oregon. The insurance policy shall provide that "Josephine County" shall include all authorities, boards, bureaus, commissions, divisions, departments, districts, and offices of Josephine County and the individual members, employees and agents thereof in their official capacities.
- 11.6 All insurance policies shall be evidenced by Certificates of Insurance which shall be delivered to County prior to commencing services or work under this Contract. Each certificate or policy shall require that, thirty (30) days prior to cancellation, notice of cancellation must be given to the County by certified mail, return receipt requested. Contractor shall provide County thirty (30) days prior written notice of any material change in the policies. All such notices shall name the Contractor and identify the contract number.

12. TERMINATION AND DEFAULT:

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

- 12.3 **Major Breach:** Either party may declare a default immediately upon the occurrence of a major breach by the other party. A major breach is one that substantially impairs the contractual relationship of the parties to provide the services pursuant to this Contract, and includes, but is not limited to:
- a. Acts or omissions that jeopardize the health, safety or security of any person;
 - b. Misuse of funds;
 - c. Intentional falsification of records;
 - d. Malfeasance by either party's officers, agents, or employees;
 - e. Intentional refusal to comply with the provisions of this Contract; and
 - f. A pattern of repeated non-material breaches.
- 12.4 In the event of a default, the party injured by the default may terminate this Contract and pursue any remedies available under Oregon law. Any litigation must be conducted in Circuit Court of the State of Oregon for Josephine County.
- 12.5 The rights and remedies of the parties provided herein are not exclusive and are in addition to any other rights and remedies provided by law.
13. **FORCE MAJEURE:** Neither County nor Contractor shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
14. **THIRD PARTY BENEFICIARY:** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right, either directly or indirectly, to any third persons.
15. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of law. Any claim, suit, action or other proceeding that arises from or relates to this contract shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Josephine County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon.
16. **COMPLIANCE WITH LAW:** County and Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.
17. **ASSIGNMENT:** Contractor shall not assign Contractor's interest in this Contract or enter into subcontracts for any part of the Services without the prior written consent of County.
18. **WAIVER:** No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the Party waiving its rights.
19. **SEVERABILITY:** If any provision of this Contract shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be impaired.
20. **FURTHER ASSURANCES:** The parties agree to promptly execute and deliver any such further instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Contract.

21. **NOTICES:** Any notice required by this Contract must be given in writing by personal delivery or by certified mail return receipt requested to the following addresses. Any notice so mailed shall be deemed to be given three (3) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

21.1 County's address for notices is: Robert Brandes, Director, Josephine County Public Works Department, 201 River Heights Way, Grants Pass, OR 97527

21.2 Contractor's address for notices is: Mikal Mitchell, PE, HDR Salem, 660 Hawthorne Avenue SE, Suite 220, Salem, OR 97301

22. **AMENDMENT:** This Contract may be amended or modified only when such amendment is reduced to writing and signed by both parties in the same manner as below.

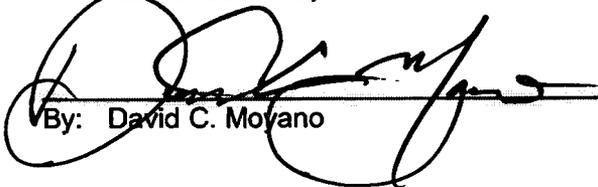
23. **TIME IS OF THE ESSENCE:** The parties agree that time is of the essence with regard to performance of all obligations under this contract.

24. **AUTHORITY:** The person signing this contract on behalf of Contractor represents that he or she has authority to do so.

25. **ENTIRE CONTRACT:** This contract and the attached Exhibit "A" constitutes the entire agreement between the parties and supersedes any previous promises, representations, agreements, conditions or understandings between the parties. There are no other promises, representations, agreements, conditions or understandings, either oral or written, between the parties other than those set forth in this Contract.

**CONTRACTOR
HDR ENGINEERING, INC.**

**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

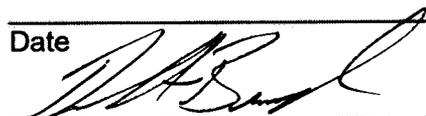

By: David C. Moyano

Cheryl Walker, Chair

K. O. Heck, Vice Chair

Simon G. Hare, Commissioner

Date 9-26-16

Date  9/29/16
Rob Brandes, Public Works Director Date

Approved as to Form: 
County Legal Counsel

EXHIBIT A

**SCOPE OF SERVICES
for
ENGINEERING SERVICES FOR SEISMIC ASSESSMENT OF COUNTY BRIDGES**

September 16, 2016

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The County seeks to evaluate the following bridges for seismic vulnerability:

Road	MP	Co. #	NBIS #	Body Name	Yr. Built	Length
CLOVERLAWN DR	0.402	320005	N/A	MAIN CANAL	1974	17.0
CLOVERLAWN DR	0.834	320010	320010	HI LINE CANAL	1966	26.0
LEONARD RD	2.485	330020	18287	SPARROWHAWK CREEK	1998	48.0
NEW HOPE RD	0.347	340010	N/A	IRRIGATION CANAL	1963	21.0
RINGUETTE ST	0.115	350305	351205	IRRIGATION CANAL	1971	24.0
WILLOW LN	0.219	352010	N/A	IRRIGATION CANAL	1965	12.0
HUBBARD LN	0.148	353005	18110	SAND CREEK	1963	26.0
NORTH APPLGATE RD	2.776	380015	33C26	OSCAR CREEK	1960	30.0
MURPHY CREEK RD	3.426	381015	381015	MURPHY CREEK	1965	38.0
FISH HATCHERY RD	1.916	390005	01332A	APPLGATE RIVER	1981	296.0
FISH HATCHERY RD	2.160	390010	33C07	JACKSON CREEK	1968	48.0
FISH HATCHERY RD	5.026	390030	15419A	CHENEY CREEK	1964	32.0
FISH HATCHERY RD	6.509	390040	33C08	SLATE CREEK	1956	128.0
SOUTH SIDE RD	0.298	392020	33C10	MURPHY CREEK	1966	31.0
CHENEY CREEK RD	0.896	398010	398010	CHENEY CREEK	1973	27.0
WATER GAP RD	2.548	401020	33C23	POWELL CREEK	1940	39.0
UPPER RIVER RD	3.776	270015	33C06	VANNOY CREEK	1970	33.0
MONUMENT DR	0.05	220005	33C27	LOUSE CREEK	1974	40.0
MONUMENT DR	1.746	220020	33C29	HARRIS CREEK	1940	19.0
MONUMENT DR	3.771	220035	33C28	JUMPOFF JOE CREEK	1940	54.0
GRANITE HILL RD	2.621	230005	33C33	LOUSE CREEK	1975	42.0
WINONA RD	3.503	204020	16595	COVE CREEK	1983	24.0
WINONA RD	3.803	204025	33C32	JUMPOFF JOE CREEK	1977	33.0
JUMPOFF JOE CREEK RD	2.619	201025	33C30	JACKS CREEK	1940	25.0
SOLDIER CREEK RD	0.057	235305	235305	LOUSE CREEK	1973	30.0
HIGHLAND AV	3.08	260030	08100	LOUSE CREEK	1957	90.0

The County recognizes the need for seismic resiliency planning and as a part of that effort desires to better understand the seismic vulnerabilities in select bridges throughout the County. The County also wishes to

understand the cost of seismic retrofit and rehabilitation versus replacement for those bridges and to establish a prioritized list of bridges for seismic retrofit in the event that seismic resiliency funding becomes available.

PART 2.0 SCOPE OF SERVICES

Task 1: Project Management

The Contractor shall:

- Plan, coordinate, and monitor scope, schedule and budget of the Contractor's work.
- Invoice the County monthly and provide progress reports.
- Attend Project Kickoff Meeting, develop the meeting agenda, and provide meeting notes.
- Develop a Project Schedule that includes all tasks and deliverables.
- Develop a Project Management Plan that includes a Quality Management Plan.
- Manage quality processes in accordance with the Quality Management Plan.

Assumptions

The following assumptions are made:

- Four (4) members of the Contractor's staff will attend the Project Kickoff Meeting.
- Project Kickoff Meeting will be held at the offices of the Contractor in Salem, OR and have a two (2) hour duration.
- Progress reports will accompany invoices.

Deliverables

The following items shall be delivered to the County:

- Draft and Final Project Schedule (PDF)
- Draft and Final Project Management Plan and Quality Management Plan (PDF)
- Project Kickoff Meeting Agenda and Meeting Notes (PDF)
- Monthly invoices and progress reports

Task 2: Review Records

The Contractor shall:

- Review past Oregon Department of Transportation (ODOT) bridge inspection reports (and any inspection reports the County may have on non-NBIS bridges), County provided as-built plans, and County provided records of maintenance or other construction work performed on these bridges.
- Review relevant, readily available geologic, geologic hazard, and soil maps for each bridge site.
- Review the Oregon Water Resources Department database for logs of water wells in the vicinity of each bridge site and nearby roads.
- Collect and review a deaggregation of the seismic data found at the US Geologic Survey (USGS) National Seismic Hazard Mapping Project website, including the determination of the "design-level" earthquake (magnitude and peak ground acceleration) for the Cascadia Subduction Zone and other seismic sources at each bridge site.
- Evaluate seismic design parameters in conformance with AASHTO procedures to develop the seismic response spectra for the bridge for the 1000-year return period earthquake and separately for the Cascadia Subduction Zone (CSZ) earthquake. Parameters shall include

bedrock site class B acceleration values, soil site class coefficients, and site class adjusted acceleration values.

- Perform on-site field review to fill in identified data gaps and confirm as-built conditions for bridge seismic details.
- Conduct a visual reconnaissance of each bridge site to record visible geotechnical and geologic features of note, such as signs of settlement, landsliding, scour, seepage, foundation type, foundation distress, etc.
- Conduct a visual reconnaissance of key roads between bridge sites and potential detour routes to identify obvious geologic hazards.
- Develop Bridge Summary Sheets for each bridge summarizing information gathered from document and field review that will be used in the seismic assessment and prioritization.

Assumptions

The following assumptions are made:

- The County will provide as-built plans and maintenance records where available.
- The County will be available at a mutually agreed upon time to accompany the Contractor during the on-site field reviews.
- Two (2) members of the Contractor's staff will attend the on-site field review.
- The on-site field review will be up to 30 hours including travel time.
- If a determination is made based on initial records review that the bridge is not a good candidate for seismic retrofit due to cost compared to replacement cost that bridge will not be included in the on-site field review.
- The Contractor shall not create as-built drawings from collected field data.
- Subsurface drilling will not be performed.

Deliverables

The following items shall be delivered to the County:

- Draft and Final Bridge Summary Sheets (PDF)
- Field Notes (PDF)

Task 3: Seismic Assessment

The Contractor shall:

- Develop a project specific seismic retrofit and rehabilitation design criteria. The rehabilitation design criteria will identify a specific Condition State rating for each bridge element in the ODOT bridge inspection reports that will trigger a rehabilitation need.
- Identify the Seismic Design Class (SDC) for each bridge.
- Determine an Earthquake Resisting System (ERS) and Earthquake Resisting Elements (EREs) for each bridge.
- Identify seismic vulnerabilities for each bridge based upon information gathered from reports, field review, drawings and professional judgment and considering the ERS and ERE's identified.
- Assess collected data regarding subsurface soil and groundwater and geologic conditions at each site and identify potential seismic geologic hazards, such as liquefaction, lateral spreading, and slope instability.

- Identify other (non-seismic retrofit) repair or rehabilitation needs for each bridge based upon information gathered from the ODOT bridge inspection reports, field review, and professional judgment.
- Develop conceptual seismic retrofit and rehabilitation measures for each bridge based on the deficiencies and needs identified.
- Prepare Bridge Evaluation Sheets summarizing the ERS, EREs, retrofit and rehabilitation needs, and proposed retrofit and rehabilitation measures for each bridge.

Assumptions

The following assumptions are made:

- The Contractor shall not create plan sheets for the conceptual retrofit and rehabilitation measures.

Deliverables

The following items shall be delivered to the County:

- Draft and Final Seismic Retrofit and Rehabilitation Design Criteria (PDF)
- Draft and Final Bridge Evaluation Sheets (PDF)

Task 4: Cost Estimating

The Contractor shall:

- Prepare two (2) planning level cost estimates for each bridge with identified seismic vulnerabilities. One cost estimate shall be for seismic retrofit and rehabilitation of the bridge and the other cost estimate shall be for replacement of the bridge.

Assumptions

The following assumptions are made:

- Bridge replacement costs will be based on square foot cost data available from ODOT.

Deliverables

The following items shall be delivered to the County:

- Draft and Final Cost Estimates (PDF)

Task 5: Prioritize Bridges

The Contractor shall:

- Create a preliminary ranking of the bridges based on their seismic vulnerability.
- Attend Prioritization Workshop, develop an agenda for the workshop, and provide workshop notes.
- Produce a Prioritization List based on criteria developed in the Prioritization Workshop and the preliminary ranking of the seismic vulnerability of the bridges.

Assumptions

The following assumptions are made:

- Three (3) members of the Contractor's staff will attend the Prioritization Workshop
- Prioritization Workshop shall be held at the offices of the County and will be up to 10 hours, including travel time.

Deliverables

The following items shall be delivered to the County:

- Draft and Final Prioritization List (PDF)

Task 6: Prepare Report

The Contractor shall:

- Prepare a Draft Seismic Assessment Report summarizing the analysis, cost-estimating, and prioritization methodologies and results including a prioritized list of the bridges with seismic retrofit and replacement costs. The following shall be provided for each bridge as appendices to the report:
 - Bridge Summary Sheets
 - Bridge Evaluation Sheets
 - Geotechnical Memorandum
 - Cost Estimates
 - Seismic Vulnerability Assessment and Recommendation Report (January 20, 2016). Provided by County.
- Attend Seismic Assessment Report review meeting, develop an agenda for the meeting, and provide meeting notes.
- Prepare a Final Seismic Assessment Report incorporating County comments and responses agreed upon during the Seismic Assessment Report review meeting.
- Prepare an ESRI geodatabase containing feature classes for the assessed bridge locations and determined Lifeline Routes from prioritization (point and line). The bridge feature class shall have a standard bridge ID (County or ODOT), bridge name, and contain attributes populated with relative assessment data. Contractor shall use the Josephine County road and street centerline data to map Lifeline Routes, which will be extracted and provided in the geodatabase. Data will be provided in NAD_1983_StatePlane_Oregon_South_FIPS_3602_Feet_Intl coordinate system.

Assumptions

The following assumptions are made:

- Three (3) members of the Contractor's staff shall attend the Seismic Assessment Report Review Meeting.
- Seismic Assessment Report Review Meeting will be held at the offices of the Contractor in Salem, OR and will be up to 2 hours.
- County will provide road and street centerline data.
- A maximum of 3 Lifeline Routes will be included in the geodatabase.

Deliverables

The following items shall be delivered to the County:

- Draft and Final Seismic Assessment Report (PDF)
- Esri geodatabase of assessed bridges and Lifeline Routes

PART 3.0 COUNTY'S RESPONSIBILITIES:

County will provide the documents noted above and be available for a mutually agreed upon time for the field review.



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***

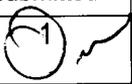
***If sending documents electronically – send to both
twarton@co.josephine.or.us and wwatkins@co.josephine.or.us***

REVISED JANUARY 2016

Date Submitted to BCC	October 3, 2016
Administration Workshop Meeting Date (Thursday)	October 6, 2016
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	October 12, 2016

AGENDA TITLE: Grant Award 2016-DC-BX-0074 with the Bureau of Justice Assistance and Josephine County for Josephine County Drug Court

Department/Contact Person (Include Title and Ext. #)	Angie Brown, Administrative Supervisor, x3727
Presenter (Include Name and Title)	Nate Gaoiran, Director
Background information	<p>Community Corrections was recently awarded a grant by the Federal Bureau of Justice Assistance for Drug Court for the period October 1, 2016 through September 30, 2019.</p> <p>The majority of the grant monies will be allocated to Choices Counseling Center for the funding of case manager and enhanced treatment services. The funds will also provide for a .2 full-time equivalent (FTE) drug court clerk as assigned by the Josephine County Circuit Court. Community Corrections is able to provide the required cash match through the continued assignment of a .5 FTE parole/probation officer to supervise drug court clients. In addition, Community Corrections will receive approximately \$15,000 for administrative costs.</p>
Action you are requesting from the Board	Authorize the Chair to sign the award agreement with the Bureau of Justice Assistance in the amount of \$300,000.
Reviewed by Finance Director (If yes, Finance's signature required)	Copy provided October 3, 2016
Reviewed by Legal Counsel (If yes, Legal's signature required)	
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$300,000
Notes or Special Instructions to BCC Staff	Return electronic copy to Angie Brown

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
Grant Award 2016-DC-BX-0074	1 	Y	N	N	N



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)		4. AWARD NUMBER: 2016-DC-BX-0074	
Josephine County 500 NW 6th Street Courthouse Grants Pass, OR 97526		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019	
2a. GRANTEE IRS/VENDOR NO. 936002300		6. AWARD DATE 09/13/2016	7. ACTION
2b. GRANTEE DUNS NO. 054961701		8. SUPPLEMENT NUMBER 00	Initial
3. PROJECT TITLE BJA FY 16 Drug Court Discretionary Grant Program		9. PREVIOUS AWARD AMOUNT	\$ 0
		10. AMOUNT OF THIS AWARD	\$ 300,000
		11. TOTAL AWARD	\$ 300,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY16(BJA - Drug Courts) 42 USC 3797u

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.585 - Drug Court Discretionary Grant Program

15. METHOD OF PAYMENT

GPRS

<p>AGENCY APPROVAL</p> <p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Karol Virginia Mason Assistant Attorney General</p>	<p>GRANTEE ACCEPTANCE</p> <p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Cheryl Walker Chairwoman, County Board of Commissioners</p>
---	---

17. SIGNATURE OF APPROVING OFFICIAL	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE

<p>AGENCY USE ONLY</p> <p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DC</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>300000</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DC	80	00	00		300000	<p>21. RDCUGT1202</p>
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT										
X	B	DC	80	00	00		300000										



PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 10

PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require a contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-DC-BX-0074 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

24. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

25. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

26. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
27. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
28. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
29. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
30. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
31. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 10

PROJECT NUMBER 2016-DC-BX-0074

AWARD DATE 09/13/2016

SPECIAL CONDITIONS

32. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

33. Recipient agrees to submit an evaluation plan and/or management information system (MIS) plan for review and approval within 180 days from the date of acceptance of this award. The recipient agrees to submit finalized evaluation report(s) to the Bureau of Justice Assistance prior to the end of the grant period.
34. Recipient agrees to develop and maintain a Drug Court Policies and Procedures manual for program operation. The Policies and Procedures manual must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.
35. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

S&P Global Ratings

One California Street, 31st Floor
San Francisco, CA 94111-5432
tel 415 371-5000
reference no.: 40270050

September 30, 2016

Josephine County
Courthouse
500 NW 6th Street Grants Pass
Grants Pass, OR 97526
Attention: Ms. Eve Arce, Treasurer

Re: *Josephine County, Oregon, General Obligation Bonds*

Dear Ms. Arce:

S&P Global Ratings has reviewed the rating on the above-listed obligations. Based on our review, we have raised the underlying rating (SPUR) from "A" to "A+" and changed the outlook to stable from developing. A copy of the rationale supporting the rating and outlook is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above rating to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements) will become effective only after we have released the rating on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:

S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

jd
enclosure

S&P Global Ratings

S&P Global Ratings Terms and Conditions Applicable To Public Finance Credit Ratings

General. The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. Unless otherwise indicated, the term "issuer" means both the issuer and the obligor if the obligor is not the issuer.

All Credit Rating Actions in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

Publication. S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of the issuer or at the issuer's request. S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and S&P Global Ratings may modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate.

Reliance on Information. S&P Global Ratings relies on issuers and their agents and advisors for the accuracy and completeness of the information submitted in connection with credit ratings and the surveillance of credit ratings including, without limitation, information on material changes to information previously provided by issuers, their agents or advisors. Credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings' opinion of the information received from issuers, their agents or advisors.

Confidential Information. S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer or its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

Disclaimer of Liability. S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

RatingsDirect®

Summary:

Josephine County, Oregon; General Obligation

Primary Credit Analyst:

Jennifer Hansen, San Francisco (1) 415-371-5035; jen.hansen@spglobal.com

Secondary Contact:

Kaila Spalinger, Centennial 303.721.4685; kaila.spalinger@spglobal.com

Table Of Contents

Rationale

Outlook

Related Research

Summary:

Josephine County, Oregon; General Obligation

Credit Profile

Josephine Cnty GO (ASSURED GTY)

Unenhanced Rating

A+(SPUR)/Stable

Upgraded

Many issues are enhanced by bond insurance.

Rationale

S&P Global Ratings raised its underlying rating (SPUR) to 'A+' from 'A' on Josephine County, Ore.'s series 2009 general obligation (GO) debt outstanding. The raised rating is based on our view of the county's growing and improving economy. The outlook is stable.

The GO bonds outstanding are secured by the county's full faith and credit, including a covenant to levy unlimited ad valorem property taxes. The taxes, when collected, are required to be applied solely for the purpose of payment of principal and interest on the bonds.

The rating reflects our view of the county's:

- Adequate economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Adequate management, with standard financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Very weak budgetary performance, with an operating deficit in the general fund but an operating surplus at the total governmental fund level;
- Adequate budgetary flexibility, with an available fund balance in fiscal 2015 of 54% of operating expenditures, as well as limited capacity to reduce expenditures and limited capacity to raise revenues due to consistent and ongoing political resistance;
- Very strong liquidity, with total government available cash at 63.7% of total governmental fund expenditures and 12.0x governmental debt service;
- Very strong debt and contingent liability position, with debt service carrying charges at 5.3% of expenditures and net direct debt that is 26.6% of total governmental fund revenue, as well as low overall net debt at less than 3% of market value and rapid amortization, with 95.4% of debt scheduled to be retired in 10 years; and
- Strong institutional framework score.

Adequate economy

We consider the county's economy adequate. Josephine County, with an estimated population of 83,555, is located in the Grants Pass, Ore. MSA, which we consider to be broad and diverse. The county has a projected per capita effective buying income of 72.6% of the national level and per capita market value of \$98,248. Overall, the county's market value was up slightly in the past year to \$8.2 billion in 2016. The county unemployment rate was 7.9% in 2015.

Josephine County is located in southwestern Oregon on the California border, along Interstate 5. The county's industry and economic activity is centered mostly in and near the city of Grants Pass. The economy, once dependent on the

timber industry, is now diversified. The county's economy is based on recreation, forest products processing, government, and education. Salaries and wages in the county tend to be low compared to the state average. However, the unemployment rate tends to be above average, and in 2014, it averaged approximately 9.6%, compared to the state average of 6.9%.

Adequate management

We view the county's management as adequate, with standard financial policies and practices under our FMA methodology, indicating the finance department maintains adequate policies in some but not all key areas.

Budgets are reviewed monthly, and adjustments are made semiannually if necessary. The county adheres to the state investment policy and reviews monthly to the council. The county does not have a comprehensive debt management policy, but does have a goal of maintaining reserves at three months' expenditures. The county has a long-term financial plan, which it uses as a planning tool for future-year budget constraints. In addition, the county uses a "budgeting for outcomes" model, which focuses on programs and service levels. Finally, the county also maintains a five-year capital plan, with some funding identified.

Very weak budgetary performance

Josephine County's budgetary performance is very weak in our opinion. The county had deficit operating results in the general fund of 28% of expenditures, but a surplus result across all governmental funds of 4.7% in fiscal 2015.

Following five consecutive general fund operating deficits (after transfers), from fiscal 2008 to fiscal 2012, the county ended fiscal years 2013 and 2014 with operating surpluses (after transfers) of \$760,617 and \$2 million, respectively. In fiscal 2015, the positive trend reversed, and the county posted a \$1.2 million deficit after combining both the general fund and the public safety fund.

We believe the county is subject to significant revenue volatility, as it has historically relied on federal timber money that is budgeted for fiscals 2015 and 2016, but may not be received after fiscal 2016.

Based on current-year and subsequent-year projections, which include the loss of federal timber revenues in fiscal years 2016 and 2017, we anticipate that the county's finances will deteriorate. Federal revenues related to the sale of timber on certain federal lands known as Oregon and California Land and, later, payments in lieu of such sales as timber production have traditionally represented the county's second-largest revenue stream for general operations after property taxes. The county did receive these revenues the last few years, but it continues to rely on a one-time revenue source to balance its budget, including revenues from the state.

In November, county voters will vote on a property tax levy that would stabilize funding for public safety in the county. However, the county has a history of being unable to pass voter-approved levies.

Adequate budgetary flexibility

Josephine County's budgetary flexibility is adequate, in our view, with an available fund balance in fiscal 2015 of 54% of operating expenditures, or \$9.5 million. The available fund balance includes \$3.9 million (22.3% of expenditures) in the general fund and \$5.6 million (32% of expenditures) that is outside the general fund but legally available for operations. Negatively affecting budgetary flexibility, in our view, is limited capacity to reduce expenditures and limited capacity to raise revenues due to consistent and ongoing political resistance.

As previously mentioned, federal revenues, the second-largest source of county revenues after property taxes, have been cut. In our view, the county's capacity to cut spending is limited, given that it has reduced its safety force to part time and released prisoners it could not afford to house. Moreover, its ability to raise revenue is limited because voters have consistently voted against increasing taxes to offset the significant loss in federal timber money; county voters have rejected four levy increases, which would have stabilized funding for the sheriff's department, in each of the past four years.

Very strong liquidity

In our opinion, Josephine County's liquidity is very strong, with total government available cash at 63.7% of total governmental fund expenditures and 12.0x governmental debt service in 2015.

We believe the county's strong access to external liquidity is demonstrated by its debt issuance and loans within the past 20 years. The county has consistently maintained a very strong liquidity position, and we do not anticipate a change in these ratios. The county adheres to the state investment policy. The majority of county investments are in the Oregon Local Government Investment Pool (82.5% of total investments), and the remaining are in U.S. government securities.

Very strong debt and contingent liability profile

In our view, Josephine County's debt and contingent liability profile is very strong. Total governmental fund debt service is 5.3% of total governmental fund expenditures, and net direct debt is 26.6% of total governmental fund revenue. Overall net debt is low at 0.7% of market value, and approximately 95.4% of the direct debt is scheduled to be repaid within 10 years, which are in our view positive credit factors.

The county has adult jail facility bonds, Public Employee Retirement System (PERS) pension obligation bonds, and an Oregon Housing and Community Services Department secured treatment facility loan outstanding. Approximately 99% of the debt is repaid within 10 years, which we consider a credit strength

Josephine County's combined required pension and actual other postemployment benefits (OPEBs) contributions totaled 5.4% of total governmental fund expenditures in 2015. The county made its full annual required pension contribution in 2015.

The county is a participating employer in the PERS, a defined benefit pension plan and the Oregon Public Service Retirement Plan, a hybrid retirement plan with two components: a defined benefit plan and a defined contribution plan. With regard to OPEBs, the county has a health insurance continuation option available to most of its retirees.

Strong institutional framework

The institutional framework score for Oregon counties is strong.

Outlook

The stable outlook reflects our view of the county's access to the growing Grants Pass economy. We do not expect to change the rating over the two-year outlook horizon.

Upside scenario

We could raise the rating should the county be able to stabilize its revenue streams and maintain balanced operations, and if wealth and income indicators improve.

Downside scenario

We could lower the rating should the county's budgetary performance continue to deteriorate with a substantial draw on reserves with no plan for correction.

Related Research

2015 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on the S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

Copyright © 2016 by S&P Global Market Intelligence, a division of S&P Global Inc. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED, OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses, and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw, or suspend such acknowledgement at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal, or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain nonpublic information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, www.standardandpoors.com (free of charge), and www.ratingsdirect.com and www.globalcreditportal.com (subscription) and www.spcapitaliq.com (subscription) and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at www.standardandpoors.com/usratingsfees.

STANDARD & POOR'S, S&P and RATINGSDIRECT are registered trademarks of Standard & Poor's Financial Services LLC.



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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

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

REVISED JANUARY 2016

Date Submitted to BCC	10/4/16
Administration Workshop Meeting Date (Thursday)	10/5/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	10/12/16

**AGENDA TITLE: Resolution No. 2016-063; In the Matter of the Josephine County Mental Health Advisory Board:
 Adoption of Revised By-Laws**

Department/Contact Person (Include Title and Ext. #)	Wally Hicks, Legal Counsel, Ext. 5227
Presenter (Include Name and Title)	Wally Hicks, Legal Counsel
Background information	The amendment to the By-laws will change the number of regular board meetings from nine (9) meetings to seven (7) meetings per year of the Mental Health Advisory Board.
Action you are requesting from the Board	Approve/sign Resolution
Reviewed by Finance Director (If yes, Finance's signature required)	No
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes <i>Leah Harper</i>
Reviewed by Information Technology (If yes, IT's signature required)	No
Total Revenue, Cost, or Pass-Thru Funds to the County	\$0.00
Notes or Special Instructions to BCC Staff	

Title of Document(s) Submitted <u>All exhibits must be clearly marked</u>	Number of original documents submitted	Are all signatures on the documents? Y/N or BCC only	Are additional signatures needed? Y/N	Will a state or federal agency be signing the document? Y/N	Will additional signatures be received electronically? Y/N
Resolution	1	N	N	N	N

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.

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

In the Matter of the Josephine County)
Mental Health Advisory Board:)
Adoption of Revised By-Laws) Resolution No. 2016-063

WHEREAS, the Josephine County Mental Health Advisory Board duly accepted By-Laws on the 10th day of April, 1975; and

WHEREAS, the Mental Health Advisory Board amended the By-Laws on January 8, 1981, June 1, 1989, October 31, 1990, September 1, 1994, and March 10, 2008; and

WHEREAS, on March 12, 2008, by Resolution No. 2008-008R, the Josephine County Board of Commissioners approved and accepted amended By-Laws of the Mental Health Advisory Board pursuant to a recommendation from the Advisory Board; and

WHEREAS, the Mental Health Advisory Board has considered further changes to the number of regular board meetings of the Mental Health Advisory Board, consistent with State law, and has approved and adopted recommendations for changes to the committee By-Laws, and forwarded the proposed amendment to the Board of Commissioners for consideration; and

WHEREAS, the Board of Commissioners has reviewed the revision to the By-Laws as recommended by the Mental Health Advisory Board, and finds that it is in the best interest of the public to adopt the revised By-Laws; now, therefore,

IT IS HEREBY RESOLVED that the Josephine County Board of Commissioners approves and adopts the By-Laws of the Mental Health Advisory Board, which By-Laws are attached hereto as Exhibit 1.

DATED this _____ day of October, 2016.

**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

Cheryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

JOSEPHINE COUNTY MENTAL HEALTH ADVISORY BOARD BYLAWS

1. Name

Josephine County Mental Health Advisory Board (hereinafter referred to as the Mental Health Advisory Board)

2. Mission

The Josephine County Mental Health Advisory Board believes that all individuals have a right to access a full range of mental health services.

3. Purpose of Mental Health Advisory Board

The Mental Health Advisory Board is established in accordance with ORS 430 630(7). The Mental Health Advisory Board will serve the public interest by helping assess and represent the community's mental health needs, and to facilitate and support the development and implementation of services to meet these needs in an ethical and responsible manner. The Mental Health Advisory Board is subject to the laws applicable to public bodies of services to meet these needs.

4. Goals

The Board in our capacity shall accomplish our mission by

- maintaining membership which is representative of the community;
- developing our awareness of community mental health needs;
- educating ourselves and the public of Program services;
- providing input and feedback to the Board of County Commissioners which is the Local Mental Health Authority;
- advocating with and relating to other Mental Health agencies, organizations and the State Legislature;
- assist the BCC in oversight of mental health contracts.

5. Membership

Composition of the Board

VOTING MEMBERS

1 The Advisory Board shall consist of at least 9 with a maximum of 16 persons who shall be appointed by the Josephine County Board of Commissioners upon the recommendation of the Membership Committee and serve at the Board of Commissioners pleasure.

2 The members of the Advisory Board shall represent the general community including, but not limited to:

- Mental & Emotional Disturbance
- Developmentally Disabled
- Alcohol & Drug Problems

3 The Advisory Board should consider for membership persons from the following fields with an interest in mental health.

- Legal
- Law Enforcement
- Medical (member of the Josephine County Medical Association)
- Public Schools (District #7 and County Schools)
- Business
- Clergy
- Health Services
- Consumers/Families of Consumers
- At-Large (interested citizens)
- Representatives of agencies or organizations with a particular interest in the mental health field.

Members may represent more than one constituency. Preference for membership will be given to persons representing various geographical regions within the County.

No member of the voting Mental Health Advisory Board may be an employee or a board member of a provider that receives funding from the County. A family member of an employee of a provider or a family member of a board member of a provider that receives funding from the County, who is also a member of the Mental Health Advisory Board, must disclose this relationship.

NON-VOTING MEMBERS

COUNTY COMMISSIONER LIAISON-- Members of the Josephine County Board of Commissioners are ex-officio non-voting members of the Advisory Board. On a rotating basis, one Commissioner shall be appointed to serve as Liaison to the Advisory Board from the Board of County Commissioners.

MENTAL HEALTH PROVIDERS – Representatives from the mental health provider organizations are encouraged to attend meetings.

Term of Membership

1 The first membership term shall be 4 years.

2 When a Board member's term expires, their history for attendance/participation will be reviewed, and sent with a new application for reappointment. The second term of appointment will be automatic with review of the application by the Board of County Commissioners and a positive recommendation by the Chair and Liaison Commissioner.

3. Successive terms shall be 4 years. No member of the Advisory Board shall be appointed to serve more than 2 consecutive terms. Board members may reapply for the same Board three years after the end of their second term.

4. When a member has completed his/her second term, the BCC will advertise for the vacancy. If no qualified applicants apply, the BCC may appoint the returning member for one additional term.

5. If a Board Member resigns before the term expires, a successor shall be appointed to fill out the remainder of the resigning member's terms. A Board Member appointed to an unexpired term may be reappointed for 2 subsequent full terms.

Process

1. Vacancies may be filled by recommendation from the Membership Committee to the Josephine County Board of Commissioners for consideration and formal appointment, using a three-step process

(a) The Administrative Secretary notifies the Board of County Commissioners of a membership vacancy. The Commissioners place an advertisement for the vacancy in the local newspaper.

(b) Candidates are invited to visit a full Board meeting.

(c) After the candidate's visit, a short meeting of the Membership Committee and interested others; held to formulate a recommendation to the Board of County Commissioners.

6. Termination

a. Removal by Board of Commissioners. All Mental Health Advisory Board members serve at the pleasure of the Board of Commissioners. The Board of Commissioners may remove a board member without cause, at any time, on its own motion or upon the recommendation of the Mental Health Advisory Board. The Board of County Commissioners shall provide the member being removed with an opportunity to address the Board of County Commissioners concerning their removal prior to removal.

b. Removal by the Mental Health Board. If the Mental Health Advisory Board determines by a majority vote that a member should be removed, the chair of the Mental Health Advisory Board shall report that recommendation to the Board of Commissioners for its consideration.

c. Resignation. Resignations by members shall be submitted in writing to the Mental Health Advisory Board chair and announced at the next regularly scheduled meeting. The chair shall forward a copy of the resignation to the Board of Commissioners office

7. Attendance

All Mental Health Advisory Board members are expected to attend regularly scheduled meetings. Except as otherwise provided by federal or state law, any member who fails to attend three meetings during any calendar year, may forfeit membership unless the member provides a valid excuse. Before the Board of County Commissioners decides that a position has been vacated by a member for failing to attend meetings, the Board of County

Commissioners shall give reasonable opportunity (30 days) to the member to justify the absences in writing to the Board of County Commissioners office.

8. Meetings

a. Public meeting laws. The Mental Health Advisory Board is a public body subject to the public meetings and record laws as stated in ORS Chapter 192. All meetings will be open to the public.

b. Regular meetings. The Board shall hold at least 7 meetings per year. Special meetings may be called by the Chair or upon petition of a majority of the Board Members.

c. Notice. The Mental Health Advisory Board will provide for and give public notice, at least three days prior to the meeting, to board members, interested persons, news media, and the general public. Notice shall include the time and place for holding regular meetings. The notice will also include an agenda listing the primary subjects anticipated to be considered at the meeting. Distribution of meeting notices will be in a manner, which maximizes the potential of the public to be aware of the proceedings and to participate.

d. Place of meetings. The Mental Health Advisory Board's meetings are generally held at Options, 1215 SW G Street, Grants Pass, OR 97526.

e. Quorum A majority of the Board shall constitute a quorum for the transaction of business.

f. Decision making procedure. Each Mental Health Advisory Board member will be entitled to one vote on all issues presented at meetings at which the member is present. A majority vote is the primary decision-making method and is necessary to execute fiduciary and statutory obligations. Majority is defined as a majority of the appointed membership.

g. Minutes. The staff member assigned to the advisory board will cause meeting minutes to be prepared. Minutes will include who called the meeting to order and when, the date and place of the meeting, a description of the members present, motions, proposals, and their disposition, the results of all votes and a vote by each member by name, the substance of any discussions on any matter, and reference to any document discussed at that meeting. Minutes will be distributed to the membership prior to the monthly meeting. Minutes are due in the Board of Commissioner's office 45 days from the date of the meeting and will be a signed original with a signature block for the Board of Commissioners. The Board's Office will submit these minutes to the County Clerk's Office for recording after the Board has signed them.

h. Special meetings. Special board meetings may be called by the Mental Health Advisory Board chair by notifying all members and the general public through a news media notice not less than 24 hours prior to the time of the special meeting. When possible, notice should be provided as soon as possible to encourage public participation.

9. Officers

1. The officers of the Advisory Board shall be a Chair, and Chair-Elect. The officers shall be elected annually by the Board at the last regular meeting of the fiscal year. Officers shall serve for a period of one (1) year or until their respective successors have been duly elected.

2. Chair. The Chair shall preside at all meetings, act as the executive officer of the Board and look after and supervise operations of business, perform all duties that usually pertain to the office of Chair; and make such reports as the Board may direct.

3. Chair-Elect. The Chair-Elect shall perform the duties and exercise the powers of the Chair in the Chair's absence or disability, and all other duties that usually pertain to the office of the Chair-Elect.

4. The County may provide a staff person to serve as secretary to the Board. This person will attend meetings and be responsible for taking minutes, collaborate with Chair to formulate agenda, and be responsible for maintaining records for the Mental Health Advisory Board for the period of time designated by the State.

10. Standing Committees

1. The Chair shall appoint such committees as are necessary to the effective operation of the Advisory Board (e.g., Nominating Committee).

2. The Executive Committee consists of Chair, Chair-Elect, and two non-officer members (one of whom shall be the immediate past Chair, if possible.) The Process for nomination and election of the non-officer members shall be the same as for the officers.

11. Conflicts of Interest

a. Declaration. The Mental Health Advisory Board is subject to ORS 244 020, 244 040(1), and 244 120 to 244 030, defining conflict of interest and establishing protocols for members of public bodies in Oregon. Advisory board members are expected to declare a conflict of interest prior to consideration of any matter causing a potential or actual conflict.

b. Potential conflict defined. A potential conflict of interest exists when a Mental Health Advisory Board member takes an action that reasonably could be expected to have a financial impact on that member, a relative, or a business with which the member or member's relative is associated. The Mental Health Advisory Board member may participate in an action after declaring the potential conflict and announcing its nature.

c. Actual conflict defined. An actual conflict of interest exists when an action is reasonably certain to result in a special benefit or detriment to the Mental Health Advisory Board member, a relative, or a business with which the member or member's relative is associated. The member will declare the actual conflict and announce its nature. The member must then refrain from taking any official action, except when the member's vote is necessary to achieve a quorum. When a vote is necessary to achieve a quorum, the member may vote, but may not participate in any discussion or debate on the issue out of which the actual conflict arises.

12. Amendment to Bylaws

These Bylaws may be amended by a majority vote of the Board provided that the proposed amendment shall have been read at a previous meeting of the Board, and provided that it has been mailed to each member at least ten (10) days prior to the meeting at which a vote is to be taken. Any recommendations agreed upon by the majority of the advisory board shall be forwarded to the Board of Commissioners for its approval. The Board of County Commissioners shall have the sole authority to adopt, amend or repeal bylaws.

13. Community Relations/Public Input

Any member of the public will be welcome to attend and provide input at advisory board meetings. Public comments will be encouraged and will be accepted verbally or in writing.

Anyone who wishes to voice an opinion or present information or concerns to the advisory board attend meetings or contact either the chair, the vice-chair, or staff of the Board of County Commissioners. Arrangements will be made and time will be allotted at meetings as appropriate to assure broad public participation.

ADOPTED BY Mental Health Advisory Board this 15th day of September, 2016



Gary Larson, Chair
Josephine County Mental Health Advisory Board

APPROVED BY THE JOSEPHINE COUNTY BOARD OF COMMISSIONERS

—
—
—

Board doesn't
have to sign here -
can put N/A



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	09/30/2016
Administration Workshop Meeting Date (Thursday)	10/06//2016
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	10/12/2016

AGENDA TITLE: 2016 Fund Exchange Agreement with ODOT for Merlin Road Improvements / Sanitarium Road to Robertson Bridge Road- Agreement No. 31722	
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 Merlin Road Improvements: Sanitarium Road to Robertson Bridge Road Project 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 WH
Reviewed by Information Technology (If yes, IT's signature required)	N/A
Total Revenue, Cost, or Pass-Thru Funds to the County	\$635,858.30 Revenue for the Merlin Road Improvement Project
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. 31722	1	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
Merlin Rd. Improvements: Sanitarium Rd. to Robertson Bridge Rd.
Josephine County

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 Merlin Rd. Improvements: Sanitarium Rd. to Robertson Bridge Rd., 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 \$676,445.00 federal funds for \$635,858.30 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 \$635,858.30. 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 \$635,858.30, 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 22, 2016.

Signature Page to Follow

JOSEPHINE COUNTY, by and through its elected officials

STATE OF OREGON, by and through its Department of Transportation

By _____

By _____

Highway Division Administrator

Date _____

Date _____

By _____

APPROVAL RECOMMENDED

Date _____

By _____

Region 3 Manager

By _____

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

By Mr. Hicks
Counsel

Date _____

Date October 3, 2016

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

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



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

with state of oregon

Date Submitted to BCC	09/29/16
Administration Workshop Meeting Date (Thursday)	10/04/16 10/6/16
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	10/14/16 10/10/16 10/12/16

AGENDA TITLE: Intergovernmental Agreement No. 31500 for Single Trip Authorization for Josephine County	
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	This IGA is for Josephine County to authorize oversize/ overweight single trips permits that travel on Josephine County roads and bridges, (10 year term) this IGA supersedes IGA No. 23649
Action you are requesting from the Board	Approval and 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	No additional fees
Notes or Special Instructions to BCC Staff	Please return the original signature sheet to Debbie Foster, I will return it when it has been fully executed by the State

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
IGA No. 31500	1 ✓	N	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.

INTERGOVERNMENTAL AGREEMENT
Single Trip Permit Authorization
Josephine County

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 "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in ORS 190.110, state agencies may enter into agreements with 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. Under ORS Chapter 818 the State administers a variance permit program that allows use of the roads of this state for travel by oversize/overweight vehicles and loads. The permit program includes Oversize/Overweight Single Trip Permits (OS/OW STP). Frequently, vehicles and loads are of such weight and dimension that a specific routing must be followed. Such routing includes State highways, county roads and city streets.
3. Under ORS 818.200, a county may issue a permit that allows use of the roads under it's jurisdiction for travel by oversize/overweight vehicles and loads.
4. In order to simplify and expedite the issuance of the permits, County desires State to issue OS/OW STPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads.
5. State desires to issue OS/OW STPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads according to the terms of this Agreement.

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. This Agreement shall supersede and replace Agreement No.23649 and its subsequent amendment(s), in its/their entirety. Agreement No. 23649 will terminate upon the execution of this Agreement.
2. County grants State authority to issue OS/OW STPs for travel over roads which are under the jurisdiction of County, in accordance with the terms of this Agreement. This Agreement addresses only issuance of OS/OW STPs by State for travel over

roads which are under the jurisdiction of County. State is not authorized to issue any other type of oversize/overweight variance permit under this Agreement.

3. This Agreement becomes effective upon the date all required signatures are obtained and shall automatically **terminate ten (10) years** from the date of execution, unless extended by a fully executed amendment.
4. Each Party will be responsible for their own costs associated with this Agreement.

COUNTY OBLIGATIONS

1. County shall provide State with a list of the roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. The list shall include the maximum weights allowable for the road or road segment, and allowable dimensions, based on vertical and horizontal clearances, for the road or road segment. The information will be included in the Joint-State County blanket document maintained in the electronic routing manual, and shall be deemed County's written authorization for travel by oversize/overweight vehicles and loads on the County road or road segment identified.
2. County shall provide State with a list of County employees, including at least one primary and secondary contact, who are authorized to designate those roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. County shall provide State written notice of changes in authorized employees at least two (2) weeks prior to the change. In the event a motor carrier requests a route or routes, or vehicle or load size or dimension, that is not included in the Joint-State blanket document, State shall contact the County designee for approval.
3. In the event County is contacted by State as described in Paragraph 2 of County Obligations, County shall respond within two (2) business hours of initial contact. If County fails to respond within two (2) business hours, State will issue the OS/OW STP authorizing travel on state highways only and will direct the motor carrier to obtain a separate OS/OW STP for travel on County roads from the County.
4. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.

County's Contact for this Agreement is: Chuck DeJanvier, 201 River Heights Way
Grants Pass OR 97527 Phone # (541) 474-5460 Email: cdejanvier@co.josephine.or.us.
County shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

Josephine County/State
Agreement No. 31500

1. State shall issue OS/OW STPs under this Agreement only for travel over specified County roads.
2. State shall collect the fee established in ORS 818.270 for both the State and County. The County fee shall be forwarded to the County for each OS/OW STP issued through this Agreement on a monthly basis.
3. Unless otherwise directed by County, in each OS/OW STP issued by the State for travel on County roads, State shall include the same general and special provisions State requires for travel on state highways. The routes and maximum weights and dimensions that may be authorized in OS/OW STPs issued by the State for travel on County roads shall be those contained in the Joint-State County blanket document maintained in the electronic routing manual or those obtained from the authorized County employee under Paragraph 2 of County Obligations.
4. State's Contact for this Agreement is: Christy Jordan, Over-Dimension Permit Manager/Freight Mobility Coordinator, ODOT - Motor Carrier Transportation Division, 3930 Fairview Industrial Dr. SE, Salem OR, 97302, 503-378-6192, christy.a.jordan@odot.state.or.us., or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. The Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. The Parties may terminate this Agreement effective upon delivery of written notice to either Party, or at such later date as may be established by the Parties, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party 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.
 - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its

Josephine County/State
Agreement No. 31500

reasonable administrative discretion, to continue to make payments for performance of this agreement.

- d. 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 if either Party is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. Both Parties 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 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, County 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.
6. Each Party shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all cost 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.
7. All employers that employ subject workers who work under this Agreement 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. County shall ensure that each of its contractors complies with these requirements.
8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or County with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

Josephine County/State
Agreement No. 31500

9. With respect to a Third Party Claim for which State is jointly liable with County (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
10. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. 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.
13. 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

Josephine County/State
Agreement No. 31500

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 its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Josephine County, by and through its elected officials

By _____

Date _____

By _____

Date _____

By _____

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Division Administrator, Motor Carrier
Transportation Division

Date _____

APPROVAL RECOMMENDED

By _____
Motor Carrier Services Section Manager

Date _____

APPROVED FOR LEGAL SUFFICIENCY (If required in County's process)

By Mark F. Schumock
County Counsel

Date Sept. 29, 2016

APPROVED AS TO LEGAL SUFFICIENCY

By: Mark F. Schumock via Email
Assistant Attorney General (If Over
\$150,000)

Date: August 17, 2016

County Contact

Chuck DeJanvier
County Engineer
201 River Heights Way
Grants Pass OR 97527
Phone: (541) 474-5460
Email: cdejanvier@co.josephine.or.us

State Contact:

Christy Jordan, Over-Dimension Permit
Manager/Freight Mobility Coordinator
ODOT – Motor Carrier Transportation
Division
3930 Fairview Industrial Dr. SE
Salem, OR 97302
503-378-6192
Christy.a.jordan@odot.state.or.us



Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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

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

REVISED JANUARY 2016

Date Submitted to BCC	10/10/16
Administration Workshop Meeting Date (Thursday)	
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	10/12/16

AGENDA TITLE: ORDER NO. 2016-045; IN THE MATTER OF SALE OF COUNTY LAND REMAINING UNSOLD FOLLOWING SHERIFF'S AUCTION OF JUNE 16, 2016 and QUITCLAIM DEED FROM JOSEPHINE COUNTY TO SARA MOYE

Department/Contact Person (Include Title and Ext. #)	Mike Watson, Real Property Manager, #5220
Presenter (Include Name and Title)	Mike Watson, Real Property Manager
Background information	This Order authorizes the sale of county property unsold after the Sheriff's auction of June 16, 2016 and deeds the property to the purchaser.
Action you are requesting from the Board	Approve/sign Order and Deed
Reviewed by Finance Director (If yes, Finance's signature required)	No
Reviewed by Legal Counsel (If yes, Legal's signature required)	Yes
Reviewed by Information Technology (If yes, IT's signature required)	No
Total Revenue, Cost, or Pass-Thru Funds to the County	Revenue to County \$58,000.00
Notes or Special Instructions to BCC Staff	Please return Original Deed to Legal Counsel

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
Order	1	BCC	N	N	N
Quitclaim Deed	1	BCC	N	N	N

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.

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

In the Matter of the Sale of County)
Land Remaining Unsold Following)
Sheriff's Auction of June 16, 2016)

ORDER No. 2016-045

WHEREAS, Josephine County owns certain parcels of land acquired by the County by foreclosure of delinquent tax liens, or otherwise, which parcel is described as:

No.	Tax ID #	Map & Tax Lot No.	Address	Type of Property	Acres	Zone	Assessor's Real Market Value 2015	Minimum Bid Price at Auction	Sales Price	Terms of Sale	Purchaser
16-04	R305627	35-06-35-00-002106-00	769 Portland Ave.	Improved Lot	3.41	RR5	\$96,040	\$67,300	\$58,000	Cash	Sara Moye

WHEREAS, by Order No. 2016-014, dated May 11, 2016, the Josephine County Board of Commissioners, directed the Sheriff to sell the above-described property at a public Sheriff's auction pursuant to ORS 275.110 – 275.160; and

WHEREAS, the above-described property remained unsold following the Sheriff's sale held on June 16, 2016; and

WHEREAS, the Josephine County Board of Commissioners has determined that it is in the best interest of the County to sell and convey the above-described land by private sale as authorized by ORS 275.200; now, therefore,

IT IS HEREBY ORDERED as follows:

1. The county land parcel, described above, shall be sold at private sale, without further notice, pursuant to ORS 275.200, for the amount and under the terms set out above; and
2. Distribution of the proceeds of the sale shall be made as follows:
 - a. The County Finance Director is hereby directed to deduct from the gross proceeds the amounts authorized by ORS 275.275(1)(a), specifically, refund County Fund 40 the amount of 10% of the gross proceeds of the sale, for property management administrative costs incurred in the inventory, designation and sale of the property.
 - b. After the refunds are made as authorized by ORS 275.275(1)(a), the County Treasurer shall credit proceeds from the sale to Fund 47, Property Reserve, for Parks Department.
3. Notice as to Municipal Claim: No Municipal claims were asserted.

4. Pursuant to ORS 275.250, a copy of this Order shall be filed with the Josephine County Tax Assessor.
5. The Board of County Commissioners shall execute all documents necessary to accomplish the sales.

DATED: October _____, 2016.

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Cherryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

Josephine County
500 NW 6th Street
Grants Pass, Oregon 97526
Grantor's Name and Address

After recording return document and
send tax statements to:
Sara Moye
715 SE M St
Grants Pass, OR 97526
Grantee's Name and Address

QUITCLAIM DEED

Josephine County, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to **Sara Moye**, Grantee, all right, title and interest in and to the following described real property:

All that real property situated in the County of Josephine, State of Oregon, described as:

A parcel of land in the Southeast Quarter of the Northeast Quarter of Section 35, Township 35 South, Range 6 West, Willamette Meridian, Josephine County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 35; thence North 0° 06' West 249.44 feet along the East line of said Section 35 to an iron rod, which is the true point of beginning; thence North 0° 06' West 249.44 feet along the East line of said Section 35 to an iron rod; thence North 89° 50-1/2' West 625.44 feet to an iron rod on the Easterly right of way line of Portland Avenue; thence along said right of way line South 0° 04' East 249.44 feet to an iron rod; thence South 89° 50-1/2' East 625.58 feet to the true point of beginning.

SUBJECT to an easement 30' wide along the East line of the above described parcel.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$58,000.00.

The Order of the Board of Commissioners of Josephine County authorizing this sale pursuant to ORS 275.110-275.160, is dated October 12, 2016, and recorded in the Board of Commissioners' Journal as Order No. 2016-045.

In Witness Whereof, the grantor has executed this instrument this ____ day of October, 2016.

STATE OF OREGON)
) ss.
County of Josephine)

This instrument was acknowledged before me on this
____ day of October, 2016, by _____
_____, as
members of the Josephine County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

Grantor:
**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

Cherryl Walker, Chair

K.O. Heck, Vice-Chair

Simon G. Hare, Commissioner

Date: _____