

Josephine County Board of Commissioners

Darin J. Fowler, Chair; Daniel E. DeYoung, Vice Chair; and Lily N. Morgan, Commissioner

Anne G. Basker Auditorium

600 N.W. Sixth Street, Grants Pass, Oregon

WEEKLY BUSINESS SESSION

Agenda

August 5, 2020, 9:00 a.m.

1. **RECOGNITION OF EMPLOYEES:**
2. **ADMINISTRATIVE ACTION(S) IN CONSIDERATION OF:**
 - a. **Approval of Contract between Josephine County and LTM, Inc. dba Knife River Materials for the Illinois Valley Airport Runway 18-36 Rehabilitation and Aligned Taxiway Removal – Phase 2**
 - b. **Approval of Task Order No. 8 between Josephine County and Precision Approach Engineering for the Illinois Valley Airport Runway 18-36 Rehabilitation and Aligned Taxiway Removal – Phase 2**
3. **REQUESTS/COMMENTS FROM CITIZENS:** *(Each person will be given three (3) minutes to speak)*
4. **BOARD MAY REVIEW PUBLIC COMMENTS/QUESTIONS:**
5. **APPROVAL OF CONSENT CALENDAR:**
 - a. **Minutes** *(Draft minutes are available for viewing in the Board's Office)*
City/County Monthly Update – July 28, 2020
Legal Counsel Update – July 28, 2020
Weekly Business Session – July 29, 2020
County Administration Workshop – July 30, 2020
 - b. **Intergovernmental Agreement #DOR-161-20 between the State of Oregon and Josephine County for ORMAP Control Point Data Collection**
 - c. **Intergovernmental Agreement No. 164681 between Oregon Department of Human Services (DHS) and Juvenile Justice to provide Behavior Rehabilitation Services (BRS) Basic Residential Care**
 - d. **Order No. 2020-036; In the Matter of Administrative Policies and Procedures for Josephine County for the Purpose of Conducting Business on a Daily Basis: Personnel Policy**
 - e. **Resolution No. 2020-030; In the Matter of Appointments to the Collaborative Economic Development Committee (CEDC)**
6. **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.”)*
7. **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 – please send to all three:

tparedes@co.josephine.or.us wwatkins@co.josephine.or.us

asorensen@co.josephine.or.us

REVISED January 2020

Date Submitted to BCC	8/3/20
Administration Workshop Meeting Date (temporarily on Wednesdays)	
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	8/5/20

AGENDA TITLE: Contract between Josephine County and LTM, Inc. dba Knife River Materials for Illinois Valley Airport Runway 18-36 Rehabilitation & Aligned Taxiway Removal - Phase 2

Department/Contact Person (Include Title and Ext. #)	Airports/Larry Graves, Director, ext. #1659
Presenter (Include Name and Title)	Larry Graves, Director Josephine County Airports
Background information	Total project cost \$2,208,802.20. This project will be 100% funded by FAA AIP 3-41-001-010-2020.
Action you are requesting from the Board	Approve and Sign
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	\$2,208,802.20 from FAA and Cares Act – Zero cost to county
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
LTM, Inc dba Knife River Materials Contract	2	Y	BCC	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

This Contract, made and entered into this ____ day of _____, 2020, by and between **Josephine County**, a municipal corporation, hereinafter called the "Owner," and **LTM, Inc. dba Knife River Materials** hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for construction of "**Runway 18-36 Rehabilitation and Aligned Taxiway Removal**", to the extent of the Proposal made by the Contractor, dated the 31st day of March, 2020, all in full compliance with the Contract Documents referred to herein. The selected work follows:

Base Bid Amount: \$ 1,750,311.70

Additive Bid A Amount: \$ 458,490.50

Grand Total Contract Amount (Base Bid, Additive Bid A): \$ 2,208,802.20

The BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of 61 sheets entitled "**Runway 18-36 Rehabilitation and Aligned Taxiway Removal**", dated March 2020, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of 1 year after the date of acceptance of the work by the Owner, or as otherwise required by the Contract Documents, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed the time limit for completion of the Contract, based upon the Proposal, shall be 73 calendar days from the "Notice to Proceed" date for the Base Bid work plus an additional 18 calendar days for Additive Bid A work (The day count shall be suspended between Phase 4 and Phase 5).

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rates indicated in Paragraph 80-08 of the General Contract Provisions. Sundays and legal holidays shall be excluded in determining days in default.

Attached **Exhibit A – Josephine County Contract Terms and Conditions** is hereby incorporated into this Contract and is made a part hereof. If the event of a conflict between the exhibit and the terms of this contract, the exhibit shall control.

Attorney Fees: In the event that any suit, action, or arbitration is brought by the parties arising out of this Agreement, the prevailing party shall recover such reasonable attorney fees as shall be set by the trial court and any court of appeal.

Authorize Signer: Each person signing this Contract, represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

OWNER:

JOSEPHINE COUNTY, OREGON

BY: _____

Title: _____

Date: _____

CONTRACTOR:

BY: _____

Title: _____

Date: _____

**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

BY: _____

Darin J. Fowler, Chair

BY: _____

Daniel E. DeYoung, Vice Chair

BY: _____

Lily N. Morgan, Commissioner

DATE: _____

APPROVED AS TO FORM:

Josephine County Legal Counsel

EXHIBIT A
JOSEPHINE COUNTY CONTRACT TERMS AND CONDITIONS

- 1.0 LICENSES:** Contractor and its agents and employees shall possess and maintain any licenses, certificates, and authorizations required by law to deliver the Services. Provider shall provide County with copies of licenses and certificates upon request.
- 2.0 CRIMINAL BACKGROUND CHECKS:** Contractor shall ensure that criminal background checks have been duly performed of all employees who will render Services under this Agreement, if necessary, and shall retain information on the results of such background checks in accordance with the Records Retention requirements herein.
- 3.0 SAFETY:** Contractor shall properly handle, use and dispose of all environmental pollutants and hazardous substances or materials in accordance with applicable law. Contractor shall report all reportable quantity releases of environmental hazards to County. Contractor shall immediately notify County of any hazardous substance or safety hazard which Contractor discovers or encounters during the performance of Services.
- 4.0 PERMITS:** County will pay for and Contractor shall obtain all necessary permits and inspections required for the provision of Services.
- 5.0 INDEPENDENT CONTRACTOR:** Contractor shall perform the services required by this Contract as an Independent Contractor and not as an employee of County. Contractor and its officers, agents, and employees shall not be deemed an employee of County and shall not be entitled to any benefits from County that generally are granted by County to its employees. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor warrants and affirms that he or she is not an employee of County.
- 6.0 RECORDS:** Contractor shall retain all documents pertaining to this Contract and the Services provided, including all financial and accounting records, performance data, and other books, documents, papers and records for a period of six (6) years from the date of completion of Services. Such records shall be subject to inspection and audit by the County at any reasonable time during the term of this Contract, and for six (6) years following the termination of this Contract.
- 7.0 OWNERSHIP OF DOCUMENTS:** All documents produced by Contractor or its agents pursuant to this Contract shall be the property of County. Contractor shall have the right to obtain and keep copies of documentation of all activities performed.
- 8.0 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 192.345 et seq.). Contractor shall not release any such information that is exempt from disclosure without the prior written consent of County.
- 9.0 LIABILITY OF COUNTY:** The County's liability for monetary damages for breach of this Contract shall, in the aggregate, be limited to the payment amount of this Contract. In no event shall the County be liable to Contractor for any indirect, special or consequential damages, notwithstanding any notice of the possibility of such damages.

- 10.0 FORCE MAJEURE:** Neither County nor Contractor shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, pestilence, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 11.0 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.
- 12.0 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. Any claim brought in a federal forum shall be brought and conducted in the United States District Court for the District of Oregon.
- 13.0 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.
- 14.0 WAIVER:** No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the Party waiving its rights.
- 15.0 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.
- 16.0 AMENDMENT:** This Contract may be amended or modified only when reduced to writing and signed by both parties.
- 17.0 ENTIRE CONTRACT:** This Contract 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.



Josephine County Board of Commissioners

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REVISED January 2020

Date Submitted to BCC	8/3/20
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AGENDA TITLE: Task Order No. 8 between Josephine County and Precision Approach Engineering for Illinois Valley Airport Runway 18-36 Rehabilitation & Aligned Taxiway Removal - Phase 2

Department/Contact Person (Include Title and Ext. #)	Airports/Larry Graves, Director, ext. #1659
Presenter (Include Name and Title)	Larry Graves, Director Josephine County Airports
Background information	Total project cost \$559,600. This project will be 100% funded by FAA AIP 3-41-001-010-2020.
Action you are requesting from the Board	Approve and Sign
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	\$559,600 from FAA and Cares Act – Zero cost to county
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
PAE Task Order No. 8	2	Y	BCC	N	N

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TASK ORDER NO. 8

**RUNWAY 18-36 REHABILITATION & ALIGNED TAXIWAY REMOVAL - PHASE 2
ENGINEERING SERVICES DURING CONSTRUCTION (SDC)**

**JOSEPHINE COUNTY AIRPORTS – ILLINOIS VALLEY AIRPORT
AIP PROJECT NO. 3-41-0011-010-2020**

Included herein is TASK ORDER NO. 8 to the Professional Services Agreement dated August 3, 2016, hereinafter called CONTRACT, between JOSEPHINE COUNTY, OREGON, hereinafter called OWNER, and PRECISION APPROACH ENGINEERING, INC., hereinafter called CONSULTANT.

WHEREAS, the OWNER has defined a PROJECT at Illinois Valley Airport and is desirous to seek the assistance of the CONSULTANT in accordance with Section A of the CONTRACT for the PROJECT listed below, and further defined in attached Exhibit A, Scope of Work for Services During Construction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the following engineering services to the PROJECT.

1. The CONSULTANT shall perform the scope of services identified in Exhibit A – Scope of Work.

B. OWNER'S RESPONSIBILITIES

1. The OWNER shall make available to CONSULTANT all technical data in OWNER's possession that contain pertinent information required by CONSULTANT relating to this work.
2. The OWNER shall provide access to the site as necessary to allow performance of engineering services.
3. The OWNER shall pay publishing costs for advertisement of notices, public hearings, requests for bids, and other similar items; pay for all permits and licenses that may be required by local, state, or federal authorities; and secure the necessary land, easements, rights-of-way, required for the project.
4. Other OWNER's responsibilities shall be as stated in the Professional Services Agreement.

C. COMPENSATION FOR CONSULTING SERVICES

The OWNER shall pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed and as stated in the PROFESSIONAL SERVICES AGREEMENT:

1. The OWNER shall pay the CONSULTANT for the SERVICES DURING CONSTRUCTION set forth in Exhibit A, attached, according to the labor rates shown in Exhibit B agreement and direct nonsalary expenses at actual cost. The maximum estimated total cost for these services is **FIVE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED Dollars (\$559,600)**.
2. Any amount over the maximum estimated cost for the services as set forth in Exhibit A because of scope of work changes will be negotiated and agreed upon between the OWNER, the FAA, and the CONSULTANT in writing prior to beginning of additional work.
3. The OWNER recognizes that the construction schedule is not controlled by the CONSULTANT, and that the compensation for services is dependent upon the actual time expended by the OWNER and FAA, and by the Construction Contractor for construction. If it is agreed by the OWNER, FAA, and the CONSULTANT that more effort than is budgeted is required to complete the construction work, the maximum estimated fee shown in C-1 above shall be increased accordingly.
4. In the event that the engineering services are required in connection with this project beyond 2020, the Consultant's Hourly Rates shall be adjusted to conform with the CONSULTANT's standard rates as established for the subsequent years.
5. The CONSULTANT's direct nonsalary expenses are defined as the costs incurred on or directly for the PROJECT, other than payroll costs, unless otherwise noted below. Such direct nonsalary expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the CONSULTANT. Direct nonsalary expenses shall include, but not be limited to, necessary transportation costs, including mileage at the current rate per mile allowed by the IRS when automobiles are used, and actual cost for air travel when air travel is used, meals and lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.

“The CONSULTANT shall have the option to charge Construction Observer expenses in lieu of as stated above, as follows:

- Meals incurred by the Construction Observer(s) will be invoiced as per diem at the current standard rate allowable for meals and incidentals by the Internal Revenue Service of \$55.00 per day. The Consultant shall not be required to provide documentation for meals and incidental expenses that do not exceed the daily rate.”

WITNESSETH, that the parties hereto do mutually agree to all mutual covenants and agreements contained within the CONTRACT.

D. AUTHORIZE SIGNER:

Each person signing this Task Order No. 8, represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Agreement.

JOSEPHINE COUNTY, OREGON

By: _____
Title: _____
Date: _____

PRECISION APPROACH ENGINEERING, INC.

By: Corby McFarland
Title: President
Date: 7/23/2020

**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

Darin J. Fowler, Chair

Daniel E. DeYoung, Vice Chair

Lily N. Morgan, Commissioner

Date

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EXHIBIT A
to
TASK ORDER NO. 8

**SCOPE OF SERVICES FOR
ENGINEERING SERVICES DURING CONSTRUCTION (SDC)**

**RUNWAY 18-36 REHABILITATION & ALIGNED TAXIWAY REMOVAL - PHASE 2
JOSEPHINE COUNTY AIRPORTS – ILLINOIS VALLEY AIRPORT**

MARCH 2020

AIP Project No. 3-41-0011-010-2020

PROJECT DESCRIPTION/JUSTIFICATION

This project consists of the following principal construction elements scheduled to occur in 2020 (Work is base bid work unless otherwise noted):

- Runway 18-36 surface preparation (Crack sealing, surface cleaning, failed pavement area digouts, pavement marking removal)
- Runway 18-36 rehabilitation (Nominal 4-inch thick maintenance overlay) including transitions to existing taxiways and runway ends
- Runway shoulder grading
- Adjust existing runway edge/threshold lights compatible with the new runway shoulder/end grading
- Remove existing non-standard Runway 36 run-up apron
- Construct the new Runway 36 run-up meeting standards including signage and taxiway edge lighting
- Reconstruct and extend existing midfield runway culvert crossing
- New Runway 18 entrance taxiway, hangar taxilane, and run-up apron, including pavement marking (Additive Bid)
- New taxiway signage and edge lighting for new Runway 18 taxiway (Additive Bid)
- Remove existing Runway 18 aligned taxiway, reconfigure runway threshold lighting, install blast pad, regrade Runway 18 Safety Area, and remove runway declared distances (Additive Bid)
- Airfield pavement marking (Base and Additive Bids)

A total of 91 calendar days are anticipated for the onsite construction activities. It is anticipated that the FAA grant will be issued on or around June 1st, 2020, the Notice to Proceed will be issued on or around July 20th, 2020, and final grant closeout to the FAA will occur on or around February 28th, 2021. A construction cost estimate prepared in November 2019 estimated construction costs at approximately 3.6 million.

See April 2019 Environmental, Engineering Design and Bidding Services Scope of Work for additional project work description and justification.

CONSULTANT ELEMENTS OF WORK

Precision Approach Engineering, Inc. (PAE) will provide construction administration and observation services during construction (SDC) to assist Josephine County Airports (County), with subconsultants, as noted, and listed in the Scope of Services below. Construction of improvements will follow the project Contract Document and the Federal Aviation Administration (FAA) standards and guidelines.

SERVICES DURING CONSTRUCTION (SDC) - SCOPE OF SERVICES

• Task 1 – Project Administration/Management

PAE will manage internal project efforts, coordination with the County, FAA, airport users, and subconsultants shown in this scope of services. PAE's specific responsibilities/activities consist of:

- Client communications and information exchange
- Contracting with the County (includes detailed scope of work preparation)
- Coordination and contracting with subconsultants (quality acceptance (QA) testing, environmental, electrical, pipe inspection, and survey)
- Prepare Independent Fee Estimate Package (IFE)
- Fee negotiations based on IFE results, if required
- Complete FAA Quarterly Performance Reports during inactive periods of construction
- Prepare and maintain project schedule
- Project management/administration (Approximate 9-month grant life)
- County/FAA/contractor/user coordination
- In-house file and network management
- Project invoicing
- Prepare draft and final FAA grant application packages (SF424, SF5100-100, DOT Title IV, CIP data sheet, Pre-award checklist, and sponsor certifications) for County review and submittal to FAA (Grant is for partial design, construction, and engineering services during construction)
- Annual SF-425/SF-271 report preparation support at the end of the Federal Fiscal Year

Deliverables

- Contract and/or contract exhibits as required
- IFE Package
- Quarterly Performance Reports during inactive periods of construction
- Project schedule
- Monthly invoices
- Draft and final FAA grant application packages
- Draft annual SF-425/SF-271 forms for County submittal to FAA

• Task 2 – Construction Contract Award

PAE will assist County staff with construction contract award. PAE's specific responsibilities/activities consist of:

- Assist County with writing/issuing the Construction Contract
- Assist County with writing/issuing the Notice to Proceed (NTP)
- Prepare conforming contract documents containing contract, bonds, proposal, and other signature forms
- Prepare and conduct pre-construction conference (per FAA AC 150/5370-12B). PM and lead construction observer to attend meeting, includes travel time
- Review and coordinate revisions to Contractor's proposed work schedule

Deliverables

- Draft Construction Contract for County use
- Draft NTP for County use
- Conforming Contract Documents (Electronic PDF and 3 paper copies to County and electronic and 5 paper copies to Contractor)
- Preconstruction conference agenda/checkoff list
- Preconstruction meeting minutes

• **Task 3 – Pre-construction Work**

In preparation for construction, PAE will perform pre-construction activities. PAE's specific responsibilities/activities consist of:

- Incorporate addenda and provide electronic drawing files and "full size" paper drawings to Contractor – Approximately 63 drawings (requires converting CAD files to Contractor useable format prior to providing to Contractor). Also includes obtaining an "electronic media release" from Contractor.
- Review Contractor submittals and material certifications (estimate 25-30 civil submittals including Asphalt Concrete Pavement). Also review Contractor's Buy American compliance documents for materials provided on the project, including electrical items required on the project.
- Review Contractor-provided quality control program (CQCP) and provide 1 round of comments to Contractor
- Prepare Construction Management Program (CMP) including QA testing laboratory input (per FAA AC 150/5370-12B)
- Review Contractor-provided Safety Plan Compliance Document (SPCD) to the Construction Safety and Phasing Plan (CSPP) and provide comments to Contractor
- Set up construction files
- Conduct an airport stakeholders and users project kickoff meeting. Project Manager and lead construction observer to attend.
- Prepare a DEQ stormwater transfer permit application for County submittal to DEQ
- Prepare and submit FAA National NAS Strategic Interruptions Service Level Agreement "Airport Sponsor Strategic Event Submission Form"
- Site visit in conjunction with environmental subconsultant presence/absence plant survey for Howell's microseris. One PAE staff member to attend, includes travel time.

Deliverables

- Electronic drawing files to County and Contractor
- "Full size" drawings to County and Contractor (3 sets)
- Submittal review comments
- Quality Control Plan review comments
- Safety Plan Compliance Document review comments
- DEQ stormwater transfer permit application for County submittal
- Submit Airport Sponsor Strategic Event Form

• **Task 4 – Construction Services – 91 Calendar Day Onsite Construction Duration**

- Project Manager Services During Construction Management/Coordination. PAE's specific responsibilities/activities include:
 - Correspondence with County, FAA, and Contractor

- Participate in weekly progress meetings with County and Contractor, review work completed and work in progress (Up to 13 weekly meetings). Onsite attendance for up to 13 weekly construction meetings including travel time.
 - Onsite support of construction activities (Up to 6 1-day site visits, including travel time)
 - Review Tenant/Airport Operations during construction
 - Prepare contract change orders and supplemental agreements with associated cost justifications as necessary
 - Respond to Contractor's requests for information (RFI)
 - Prepare monthly pay estimate and letter to County recommending payment and review County prepared FAA request for reimbursement, including admin time
 - Prepare and submit up to 3 revisions to the FAA National NAS Strategic Interruptions Service Level Agreement "Airport Sponsor Strategic Event Submission Form"
 - Conduct substantial completion walkthrough. Site visit including travel time.
 - Prepare punch list items as necessary
 - Prepare draft substantial completion letter for County use
 - Construction administration and coordination with construction observer
- Construction Observation and Office Support – Assume 72 Work Days of Onsite Construction - Provide full-time construction observer(s) and part-time office support staff to monitor general conformance with plans and specifications as follows:
 - One full-time construction observer – 12 hour shifts for 72 work days (daytime)
 - Part-time office engineering support staff – 5 hours per week for 13 weeks
 - Part-time office administrative support staff – 4 hours per week for 13 weeks

In addition to onsite construction observation to monitor Contractor's general conformance with the contract documents, day-to-day onsite construction observation and office time noted above also includes:

- Correspondence with Contractor and Owner
- Prepare daily and weekly inspection reports; weekly inspection reports to follow FAA format and will include photos representing work performed for period (Estimate approximately 4 photos per report)
- Participate in weekly progress meetings with Contractor and County
- Coordinate with users/airport operations at the beginning and end of each phase during construction
- Assist with preparation of pay estimates for Contractor's completed work, including field measurement and CAD time to verify quantities
- Review acceptance testing and Contractor's quality control testing results
- Assist with preparation of contract change orders and supplemental agreements as required
- Collect Contractor's certified payroll and periodically check wage rates for conformance to contract requirements
- Perform wage rate interviews
- Review Contractor's survey data/field survey
- Conduct substantial completion walkthrough with County
- Prepare punch list items as necessary

Additional Construction Observation Costs not included in time noted above:

- Daily travel costs to and from lodging (up to 2 hours round trip) during construction due to no hotels available at project site
- Time onsite prior to start of construction to set up field office and hold project startup meetings (up to 2 days); Time onsite after construction completion to demobilize field office and debrief project with Owner (up to 1 day)
- Construction observer coordination and attendance of FAA required post installation pipe inspection including site visit in conjunction with subconsultant camera inspection, including travel time.

Deliverables

- Weekly inspection reports to County and FAA
- Weekly progress meeting notes to County and FAA
- Monthly pay estimates including a letter recommending payment to Contractor
- Contract change orders/supplemental agreements/RFI responses as required
- Submit revised Airport Sponsor Strategic Event Forms
- Wage rate interviews
- Punch list documenting construction deficiencies noted during substantial completion inspection
- Draft substantial completion letter for County use

Task 5 – Airports Geographic Information System (AGIS) Survey

Per FAA Advisory Circular (AC) 150/5300-18B (18B), the Airports GIS Transition Policy dated August 23, 2012, and FAA NWMR Engineering Guidance 2013-04 the following Safety-Critical Projects/Activities trigger AGIS Survey requirements:

- Relocate or move a runway end or threshold more than 1 foot longitudinal, 1 foot transverse, or 6 inches vertical from its existing position
- Displace threshold
- Modify declared distances

Per discussions with the FAA, the design scope for this project included completion of an “As Design” AGIS Survey in compliance with ACs 150/5300-16A, 150-5300-17C, and 150/5300-18B-Change 1. This scope includes completion of an “As Built” AGIS Survey incorporating the following elements from Table 2-1 of the 18B AC:

- Pavement Design, Construction, Rehabilitation or Roughness

Including additional data as listed below.

Magyar Land Surveying LLC. (Magyar) will provide the necessary geodetic control, runway monumentation support, and ground survey work.

PAE will prepare statements of work, plans, submit data collected and required deliverables, in the specified format(s), as outlined in the appropriate advisory circulars. Data submissions to the FAA will be electronic, through the program’s website at <https://airports-gis.faa.gov>. The website also provides guidance on the proper preparation of data for the National Geodetic Survey (NGS) for submission and verification.

PAE and Magyar's specific responsibilities/activities consist of:

- a. "As Built" AGIS survey elements for Airport and Runway 18-36 as listed in Table 2-1 of 18B including:
 - *Provide Statement of Work*
 - *Provide a Survey and Quality Control Plan*
 - *Provide Remote Sensing Plan*
 - *Establish or validate Airport Geodetic Control (PAC/SACs are being installed under design work associated with project at present)*
 - *Survey runway end(s)/threshold(s)*
 - *Support monumenting runway end(s)/threshold(s) (Contractor to install runway end monuments)*
 - *Document runway end(s)/threshold location(s)*
 - *Identify and survey any displaced threshold(s) (Only applicable if additive bid is not constructed)*
 - *Document displaced threshold(s) location (Only applicable if additive bid is not constructed)*
 - *Determine or validate runway length*
 - *Determine or validate runway width*
 - *Determine the runway profile using 50-foot stations*
 - *Determine the touchdown zone elevation (TDZE)*
 - *Provide a final Project Report*

Deliverables:

- "As-Built" AGIS survey updates and associated required deliverables in the formats specified in advisory circular 150/5300-16A, 150-5300-17C, and 150/5300-18B-Change 1 to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's website at <http://airports-gis.faa.gov>.

Exclusions:

- Locating of any private utilities (Public utility locates "One Call" will be requested prior to performing field work)
 - Data collection associated with the existing utilities
 - "As-Design" AGIS data (This work was included in the project design scope of work)
- **Task 6 – Project Closeout (per NWMR Engineering Guidance 2013-12)**

Assist County with closeout of the project. PAE's specific responsibilities/activities consist of:

 - Project Manager and construction observer to coordinate and attend final inspection
 - Collect and verify DBE data to be included in final report
 - Obtain release of liens from prime contractor and subcontractors
 - Draft final completion letter for County use
 - Create Electronic AutoCAD Record Drawings from Contractor-provided markups (63 sheets) and prepare electronic and printed sets of deliverables
 - Review final project test results and finish grade survey

- Prepare and submit FAA-format Final Report (per FAA checklist for final construction report requirements EG 2013-12), to include project financial information which will require coordination with County records
- Assist County with AIP grant closeout
- Incorporate FAARFIELD pavement design and Pavement Classification Number (PCN) summary into Final Report
- Update Airport Layout Plan (ALP) set to reflect project improvements – anticipate updates to 4 sheets; includes 1 draft review submittal and one final submittal
- Coordinate updates for FAA Chart Supplement (formerly the Airport Facility Directory) associated with airport data and sketch reflecting project improvements. Includes updates to text and airport diagram.
- DBE Reporting (Two Cycles) – Provide FY 2020 and FY 2021 summary of DBE Engineer and Contractor participation (draft FAA “Uniform Report of DBE Awards or Commitments and Payments) for DBELO input into FAA Civil Rights Connect system. Includes one onsite meeting with DBELO to review reporting data and incorporation of one round of FAA Civil Rights Staff comments and reporting resubmittal.

Deliverables

- Final inspection and acceptance letter(s)
- Contractor and subcontractor lien releases
- AutoCAD and PDF record drawings to County, PDF record drawing file to FAA
- FAA-format final report, including project DBE reporting, project test results, and FAARFIELD/PCN summary
- Draft ALP submittal in PDF format for County and FAA review
- Final ALP submittal will include paper prints, PDF, and AutoCAD files to County and paper and PDF files to FAA
- FAA chart supplement updates
- Final close-out reports
- Annual DBE reporting

Exclusions

- Pavement Strength Survey form update (FAA Form 5320). This form has been discontinued.

- **Additional Services - Subcontracted**

It is anticipated that the services of subconsultants will be required in conjunction with the proposed improvements. The subconsultants specific responsibilities/activities consist of:

Sensitive Plant Species Survey and ODAg Coordination – Environmental Science Associates (ESA)

As a condition of the Categorical Exclusion, a partial plant survey and consultation with the Oregon Department of Agriculture (ODAg) to address impacts to State-listed plants is required. The specific responsibilities/activities consist of:

- Presence/absence plant survey for Howell’s microseris to document the number of individual plants impacted by construction and habitat lost as a result of the project (Up to one and a half days onsite plus travel time)
- Prepare a technical memorandum documenting the results of the field survey and quantifying the number of plants impacted
- Conference call with ODAg and FAA to discuss field results

- Development of measures to minimize or avoid impacts to individual plants if present, where able

Deliverables

- Electronic draft copy of the plant survey/impacts technical memorandum for County review
- Electronic final copy of the plant survey/impacts technical memorandum to ODAg, County, and FAA

Exclusions

- Additional mitigation measures beyond the documentation of the number of individual plants impacted by construction, documentation of habitat lost as a result of the project, and implementation of best management practices for separating construction activities from plants to be protected (Per ODAg discussions, as long as less than 10% of the population of Howell's microseris is impacted, no additional mitigation will be required)

Independent Acceptance Testing – Umpqua Testing

Provide ODOT 00744 Asphalt Concrete Pavement and P-610 acceptance sampling and testing in conformance with FAA AC 150/5370-10H and meeting the requirements of ASTM D 3666. The responsibilities/activities consist of:

- Mobilization of lab including: setup, calibration and maintenance of all laboratory equipment and consumables, and demobilization from project site including cleanup
- Mobile laboratory rental
- ODOT 00744 Asphalt Concrete Pavement testing (1.5 technicians/shift)
- Asphalt tonnage estimated at approximately 10,500 for mainline paving, 1700 tons for prelevel
- Up to 8 days of PCC concrete placement

Deliverables

- Summary of daily test results submitted to PAE
- Final testing report to be included in FAA closeout package

Electrical Engineer – WIPOEN

Electrical Engineer will provide miscellaneous field and office support services during construction. The specific responsibilities/activities consist of:

- Review of electrical submittals (Estimate 8-13 submittals)
- Respond to Contractor's requests for information (RFI) for Contractor's electrical work
- Assist with preparation of contract change orders and supplemental agreements as required for Contractor's electrical work
- Perform up to one site visit for observation of the Contractor's electrical work including travel time
- Attend substantial completion inspection

Pipe Camera Inspection

Pipe camera inspection subconsultant will provide camera inspection services as required by AC 150/5370-10H Item D-701. The specific responsibilities/activities consist of:

- Flush pipe and perform camera inspection (CCTV) of up to 325 LF of new 15” RCP in accordance with ASTM C1840
- Flush pipe and perform camera inspection (CCTV) of up to 250 LF of new 12” RCP in accordance with ASTM C1840
- Prepare camera inspection video files and reporting

Deliverables

- Camera inspection video recording and reporting

Miscellaneous Survey Support – Magyar Survey

Survey subconsultant will provide miscellaneous field and office survey support in addition to AGIS survey activities. The specific responsibilities/activities consist of:

- Miscellaneous quality control and verification survey work as requested by PAE (approximately 5 days total of field survey and corresponding office work plus travel time)
- Confirmation of survey control submitted by Contractor
- AGIS survey – See Task 5 for subconsultant work elements

EXCLUSIONS

This scope of services provides for general review of the Contractor’s work for general conformance with the contract documents and does not include performance of any further special studies or services beyond those specifically stated. Should the project be found to require further studies or services, a revised scope of services and fee proposal will be required.

The following items are specifically excluded from this scope of services:

- Material Testing – Except for Consultant performed ODOT 00744 Asphalt Concrete Pavement Acceptance Sampling and Testing, P-610 concrete testing, and storm pipe camera inspection, all other material testing is to be scheduled, paid, and performed by independent testing laboratory hired by the Contractor. Consultant construction services associated with Contractor testing will include review of test results for conformance with project specifications.
- Project Construction Survey – Project construction survey to be performed by a State licensed Professional Land Surveyor, hired and paid for by the Contractor.

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EXHIBIT B – RATES

**OREGON
2020 STANDARD LABOR RATES**

Classification	2020 Rate
ADMIN 1	\$75.00
ADMIN 2	\$87.40
ADMIN 3	\$100.80
ADMIN 4	\$112.20
ADMIN 5	\$125.40
ADMIN 6	\$138.00
TECHNICIAN 1	\$100.60
TECHNICIAN 2	\$112.20
TECHNICIAN 3	\$125.40
TECHNICIAN 4	\$140.40
TECHNICIAN 5	\$157.20
TECHNICIAN 6	\$176.00
TECHNICIAN 7	\$195.40
ENGINEER 1	\$125.80
ENGINEER 2	\$141.20
ENGINEER 3	\$154.20
ENGINEER 4	\$170.80
ENGINEER 5	\$195.40
ENGINEER 6	\$221.80
ENGINEER 7	\$249.60
ENGINEER 8	\$278.60
ENGINEER 9	\$312.00



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 – please send to all three:*

tparedes@co.josephine.or.us wwatkins@co.josephine.or.us

asorensen@co.josephine.or.us

REVISED January 2020

Date Submitted to BCC	07/21/2020
Administration Workshop Meeting Date (Thursday)	07/30/2020
WBS Meeting Date (Wednesday) <small>Note: Second Wednesday of the month is evening session</small>	08/05/2020

AGENDA TITLE: IGA between the State of Oregon and Josephine County for ORMAP control point data collection.

Department/Contact Person (Include Title and Ext. #)	Chris Parton, Chief Deputy Assessor, Ext #3254
Presenter (Include Name and Title)	Chris Parton
Background information	This grant funds the collection of control point data by contracted surveyor as part of the ongoing statewide ORMAP initiative to digitize cadastral tax maps. These points provide the necessary data for our cartographer to perform the line work and annotation accurately when digitizing maps.
Action you are requesting from the Board	Approval of IGA
Reviewed by Finance Director (If yes, Finance's signature required)	
Reviewed by Legal Counsel (If yes, Legal's signature required)	See email
Reviewed by Information Technology (If yes, IT's signature required)	na
Total Revenue, Cost, or Pass-Thru Funds to the County	\$30,000 Revenue
Notes or Special Instructions to BCC Staff	Connie will sign once approved by BCC

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
Department of Revenue ORMAP Intergovernmental Agreement. Contract #DOR-161-20	1	No	Yes	Yes	Yes

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

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #DOR-161-20**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Josephine County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$30,000.00** (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **June 30, 2021** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **July 31, 2021**.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
 2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its
Department of Revenue
Authorized Agency Signature

COUNTY:

Josephine County

By: _____

Josh Hardage, Procurement Manager, DPO

Date: _____

By: _____

Title: _____

Date: _____

Telephone: _____

Fax No: _____

EXHIBIT A

AWARD LETTER COUNTY GRANT PROPOSAL



Oregon

Kate Brown, Governor

Department of Revenue Property Tax Division

955 Center St NE
PO Box 14380
Salem, OR 97309-5075
www.oregon.gov/dor

June 11, 2020

Chris Parton, Chief Deputy Assessor
500 NW 6th St. Dept.3
Grants Pass, OR 97526

Dear Mr. Parton,

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2020 through June 30, 2021.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	150 Control Points	\$30,000.00
2		
Total		\$30,000.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Jason D. Brockie
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: County Assessor
DOR Finance Department
File

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Josephine		B. Funding Cycle: Spring 2020	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$30,000	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
This grant will fund the gathering of 150 control points by a contractor for 81 different maps in 36S 05W.			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
<input type="checkbox"/>	Tax Lot Conversion		
<input type="checkbox"/>	Tax Map Conversion		
<input checked="" type="checkbox"/>	Control Points	Gathering and calculating of approximately 150 control points in 81 different maps.	
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
June 30, 2021			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Control Point Data	150	\$200	\$30,000
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
A. Assessor's Signature & Date:	See File Copy		
F. Fiscal Coordinator – Name & Contact Number:	Chris Parton		
G. Project Coordinator – Name & Title:	Chris Parton, Chief Deputy Assessor		
E-mail address:	cparton@co.josephine.or.us		
Phone Number:	541-474-5260		

Mailing Address:	500 NW 6 th St. Dept.3 Grants Pass, OR 97526
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Section III. Detail Project Information –Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

This grant will fund the gathering of control points so that our cartographer can remap the approximate eastern half of 36S 05W to increase accuracy and reliability. This area was digitized by DOR about 13 years ago without the benefit of using high quality and quantity control points. While the results technically may have met minimum ORMAP specifications, we discovered inconsistencies after our contracted surveyor collected control points to the north and south of this area that was then digitized by our cartographer. We are needing to collect control points and then review the work previously completed by DOR in the future to make adjustments or possibly re-digitize this area.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

The eastern half 36S 05W lies east of the Grants Pass city limits and west of the western boundary of Jackson County.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)

Pilot Area, Grants Pass	ISA #1540 & 1542	Complete	2,084 tax lots
Phase I, Grants Pass	ISA #1557 & 1565	Complete	6,500 tax lots
Phase II, Grants Pass	ISA #1799 & 1815	Complete	6,500 tax lots
Phase III, Grants Pass	ISA #1854 & 1870	Complete	Control data/data model
Fall 2008	ISA #2205	Complete	Control
Spring 2009	ISA #2291	Complete	1,200 tax lots
Fall 2009	ISA #2365	Complete	962 tax lots
Spring 2010	ISA #2415	Complete	70 control points
Fall 2010	ISA #2473	Complete	150 control points
Spring 2011	ISA #2511	Complete	800 tax lots/training
Fall 2011	ISA #2882	Complete	67 control points
Spring 2012	ISA #2960	Complete	50 control points
Fall 2012	ISA #2992	Complete	69 control points
Spring 2013	ISA #3039	Complete	4,000 tax lots/training
Fall 2013	ISA #3068	Complete	1,522 tax lots/training
Spring 2014	ISA #3102	Complete	1,244 tax lots
Fall 2014	ISA #3147	Complete	3,941 tax lots
Spring 2015	ISA #3370	Complete	94 control points
Fall 2015	ISA #3438	Complete	3,493 tax lots
Spring 2016	ISA #3539	Complete	220 control points
Fall 2016	ISA #3577	Complete	3,846 tax lots
Spring 2017	ISA #3622	Complete	249 control points
Fall 2017	ISA #3683	Complete	2,468 control points
Spring 2018	ISA #3174	Complete	225 control points
Fall 2018	ISA #3742	Complete	2,457 tax lots
Spring 2019	ISA #187-19	Underway	265 control points
Fall 2019	ISA #DOR-003-20	Underway	2,607 tax lots

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

We have implemented procedures used by Jackson County to digitize our tax lots.

The remapping project involves improving the positional accuracy of digitized portions of the tax lot coverage using ArcGIS software. Once the line work has been modified, the annotation and other layers will be developed and a digitized map will be published.

The project involves the following major steps:

- a) Development of Survey Coordinates – The acquisition of new survey coordinates is coordinated by the County Surveyor’s office and cartographic staff. The cartographers have initiated the acquisition from the surveyor, of coordinates in areas where the cartographer needs additional control. The cartographers have already incorporated GCDB control into the GIS project’s survey coordinate base.
- b) Positional adjustments of tax lot boundaries – the Assessor’s office cartography staff will be mapping line work to the survey coordinates, and aerial waterways; tax lot boundaries will be entered using COGO routines to generate new tax lot lines will meet DOR and ORMAP mapping standards.
- c) Tax map annotation and digital creation of tax maps – The cartographer editing the tax lot maps will perform annotation activities after the positional adjustments of the tax lots have been completed. The final product is a GIS generated digital tax map that meets ORMAP specifications.

5. Describe the project deliverables.

The contractor will gather and/or calculate approximately 150 control points to facilitate the remapping of this area in the future.

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

We will contract with a private surveyor to perform the control point collection.

7. How will the county cartographer integrate the deliverables into the County’s maintenance plan?

County cartographer will use procedures prescribed by DOR to integrate the deliverables.

8. Provide a project timeline with milestones or completion dates.

We expect approximately 12 control points to be collected and/or calculated each month.

9. Does this project have any partnerships? If yes, please identify them.

No.

10. Describe any innovations utilized by this project.

None.

11. Detail Costs (who is paying for what).

ORMAP will pay the contractor to collect control points. Josephine County will pay cartography staff to integrate the control points into ArcGIS.

B. Quality Control

1. Who will be responsible for quality control (QC)?

Contracted surveyor will perform own internal quality control.

2. Will county cartography staff review the deliverables?

Yes.

3. Will there be a review by Department of Revenue’s cartography staff?

No.

4. Describe QC procedures.

Contracted surveyor will perform their own quality control in accordance with ORMAP specifications and county cartographer will review for overall completeness.

C. Project Detail

1. Is this project an “edge matching project”? If so, how much of the county boundary will be completed?

Not a “project” but we will be matching to Jackson County along the six miles of abutting boundary.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes.

3. What percentage of the county taxlots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	42,342	38,597	91%
Tax Maps	1,169	989	85%

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No.

5. Is this project part of a multi-county effort? If so, please explain.

No.

6. Will the project cost be affected if it is not fully funding this cycle?

Yes.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes.

2. Identify any data restrictions or licensing issues.

None.

E. Background Information

Please feel free to contact me with any questions or concerns regarding this project that may arise to ensure this project is as well funded as possible.

F. Other Issues - Please identify.

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

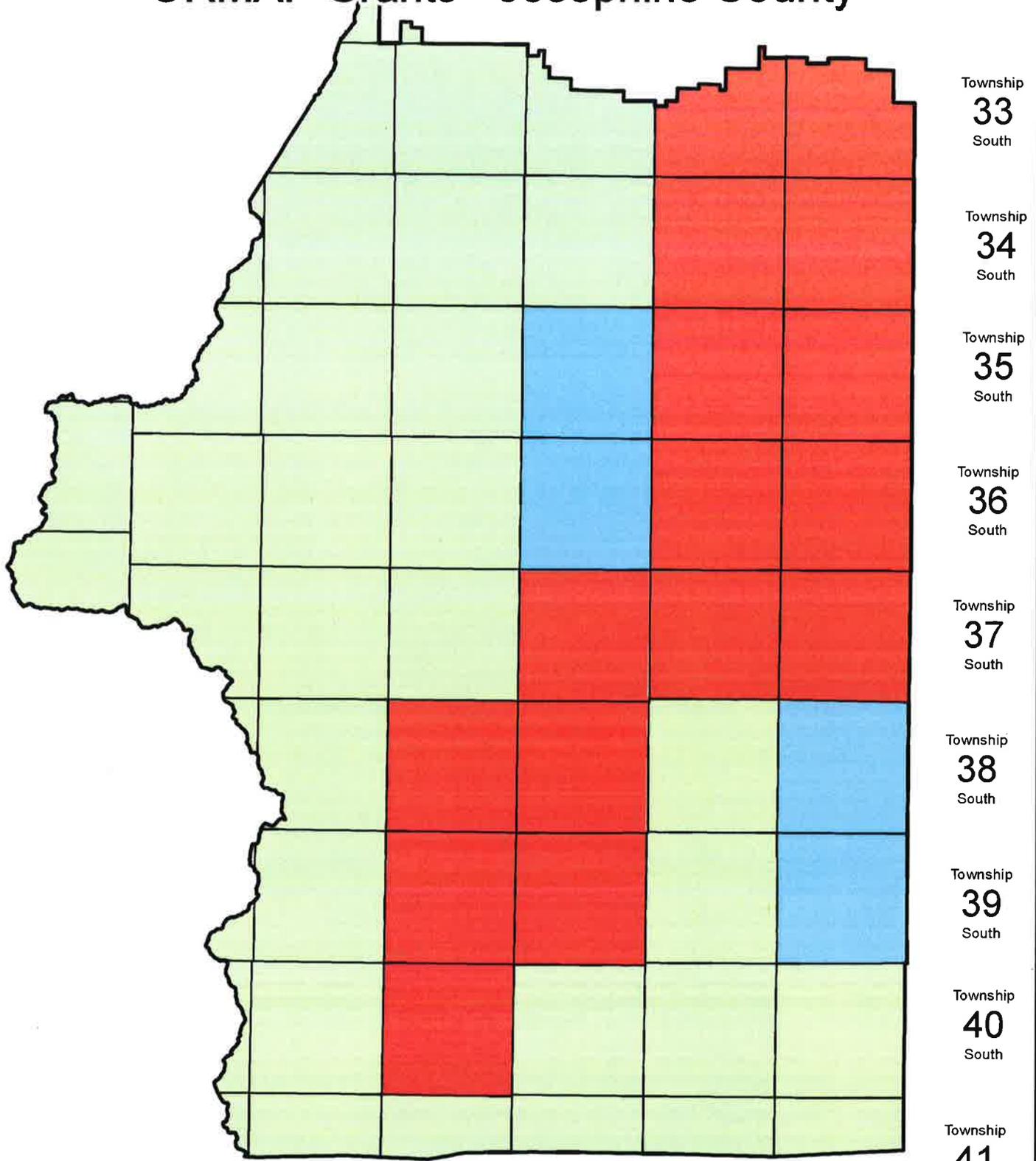
I HEREBY CERTIFY on this 20th day of March, 2020, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: Constance L. Roach

Printed Name: Constance L. Roach Title: Josephine County Assessor

¹“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

ORMAP Grants - Josephine County



Township
33
South

Township
34
South

Township
35
South

Township
36
South

Township
37
South

Township
38
South

Township
39
South

Township
40
South

Township
41
South

Projected Grant Areas

- Current Database - 976 Maps
- 2019 (T35S R7W, T36S R7W, T38S R5W, T39S R5W) - 107 Maps
- 2020 (Rest of County) - 86 Maps

Range 9 West Range 8 West Range 7 West Range 6 West Range 5 West



03/25/2020



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 – please send to all three:

nmannan@co.josephine.or.us wwatkins@co.josephine.or.us

asorensen@co.josephine.or.us

REVISED SEPTEMBER 2019

Date Submitted to BCC	7/22/2020
Administration Workshop Meeting Date (Thursday)	7/30/2020
WBS Meeting Date (Wednesday) <small>Note: Second Wednesday of the month is evening session</small>	8/5/2020

AGENDA TITLE: *MUST COMPLETE THIS SECTION***** (Please provide a clearly written title sufficient to describe the item on the Weekly Business Agenda: Resolutions or Orders use full title, Contracts or IGAs state who it is between and service being provided, and Amendments who it is between and original IGA/Contract #. See full examples on page 2)

Agreement No. 164681

Department/Contact Person (Include Title and Ext. #)	Juvenile Justice/James Goodwin, Director ext. 4020
Presenter (Include Name and Title)	James Goodwin, Director
Background information	This is a continuation of the agreement between DHS and Juvenile Justice to provide BRS Basic Residential care in our Turning Point Youth Residential Program. The previous IGA (156700), is being replaced with this IGA as we are in a new biennium.
Action you are requesting from the Board	Approve and sign the IGA
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	BRS Revenue to County based on number of placements x number of days each youth is in care. Maximum not to exceed \$641,814.54
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
IGA #164681 between JOCO and DHS to provide BRS services to youth residing in the Turning Point Youth Residential Program	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.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 164681, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.
Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Agreement Number 164681



**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Josephine County
Acting by and through its Turning Point
301 NW F Street
Grants Pass, OR 97526
Contact: James Goodwin
Telephone: (541) 474-5186 x4020
E-mail address: JGoodwin@co.josephine.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to DHS'

**Office of Child Welfare
Wellbeing/Treatment Services
2101 NW Hawthorne Ave., Ste. B
Grants Pass, OR 97524
Agreement Administrator: Katie Wyland or delegate
Telephone: (541) 979-1678
E-mail address: Katie.Wyland@dhsosha.state.or.us**

1. Effective Date and Duration.

- a. Upon signature by all applicable parties, this Agreement shall be effective on the later of: (i) July 1, 2020 or, (ii) when required, the date this Agreement is approved by Department of Justice, regardless of the date it is actually signed by all other parties per the authority under OAR 125-247-0288. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2022**. Agreement termination shall not extinguish or prejudice DHS'

right to enforce this Agreement with respect to any default by County that has not been cured.

- b. Upon execution of this Agreement, Agreement #156700 is hereby terminated in its entirety by mutual consent of the Parties as of 11:59 pm June 30, 2020. All services previously authorized under the authority of Agreement #156700 but not yet completed are hereby authorized under the terms and conditions of this Agreement for completion of the Work.

2. Agreement Documents.

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Attachment 1 Example of Service Release Authorization

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, C, and Attachment 1.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$641,814.54**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, DHS' determination is that:

County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.558, 93.645, 93.658, and 93.778

5. County Data and Certification.

- a. **County Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): JOSEPHINE COUNTY

Street address: 301 NW F STREET

City, state, zip code: GRANTS PASS, OR 97526

Email address: sriell@josephinecounty.gov

Telephone: (541) 474-5186 Facsimile: (541) 474-5181

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement, All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: citycounty insurance SERVICES

Policy #: 20 WCJOSC Expiration Date: 7-1-2021

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:

- (1) The County is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County.

- (3) The information shown in Section 5a. "County Information", is County's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, 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 the Agreement and any amendments so executed shall constitute an original.

Josephine County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice

June 16, 2020
Date

EXHIBIT A

Part 1 Statement of Work

1. Overview.

Children and young adults served under this Agreement will be in the legal care or custody of the Department of Human Services (DHS), and who exhibit debilitating psychosocial, emotional and behavioral disorders and have been authorized to receive Behavior Rehabilitation Services (BRS).

2. Definitions.

- a. "Child" or "Child(ren)" means a child who qualifies for Child Welfare services provided by the Department of Human Services.
- b. "Client" means the Child Welfare participant, adult or child, who is receiving the service under this Agreement.
- c. "One-on-one supervision service" means direct line of sight supervision above and beyond BRS ratio requirements to ensure child safety and to assist with successful placement transition when needed. Supervision occurs when one staff is assigned to one child only; and for a period of time where the staff assigned has constant line of sight supervision.
- d. "Residential Resource Consultant (RRC)" is a Child Welfare employee who provides case consultation to DHS caseworkers to obtain the most appropriate placement for a child and coordinates access to BRS services.
- e. "Service Release Authorization (SRA)" means the form DHS submits to the County to authorize the County to provide the necessary services for a child such as an Urgent Placement or supportive services.
- f. "FOCUS Coordinator" is a Child Welfare employee who coordinates the committee responsible for the review, approval and funding of portions of individualized treatment plans for children who have severe physical, mental, emotional and or treatment needs.
- g. "Urgent Placement" means a placement made beyond the number of contracted beds set forth in Section 2 subsection b. of this Exhibit A.

3. Services and Population Served.

- a. Services:
 - 1) The County shall provide Behavior Rehabilitation Services as defined in, and in accordance with Oregon Administrative Rules (OAR) 410-170-000 through 410-170-0120 and OAR 413-095-0000 through 413-095-0080.
 - 2) DHS will pay for pre-authorized one-on-one supervision service hours provided by staff other than those certified in the foster home or working at a facility within the required staffing ratios. DHS will not pay for more than the total number of billable one-on-one (1:1) supervision hours

agreed upon in the approved 1:1 Direct Line of Sight Staff Supervision Request.

- 3) DHS will pay for Urgent Placement services requested by DHS and agreed to by County.
- 4) County shall meet and maintain requirements as a Qualified Residential Treatment Program as defined in OAR 410-170-000 through 410-170-0120 and OAR 413-095-000 through 413-095-0080.

b. **Population Served:**

The County shall provide the following types of BRS Care to Clients referred to and admitted into the County's program. Referral information contained in a client's referral packet will indicate the type of BRS Care to be provided. Unless the County receives prior authorization from the Agreement Administrator to serve a Client outside the scope of the age of the child, area served, or unique behavioral characteristics of the specific child referred, the County shall adhere to the types and limitations for each Type of Care as described in the following table:

BRS Type of Care	Ages of Children	Gender	Area Served	Capacity
BRS Basic Residential	13-17	Co-ed	Statewide	3
Community Step-Down Residential				

4. Referrals.

- a. The County shall admit Clients as described in OAR 410-170-0050.
- b. County shall only accept referrals received through the DHS Treatment Services BRS Centralized Referral Process and associated email or from the DHS Residential Resource Consultants, only these referrals will be reimbursed by DHS Child Welfare. County may not accept referrals for services under this Agreement from outside sources, including DHS Child Welfare sources, County will not be reimbursed for referrals received from outside resources for Services under this Agreement. Consulting for utilization of placement services under this Agreement not originating from the DHS Treatment Services BRS Centralized Referral Process and/or associated representatives are prohibited under this Agreement.
- c. County shall allow DHS Treatment Services to assist in prioritizing referrals upon request and identify potential clients for priority consideration for an open bed.

DHS enters into this Agreement in anticipation of requiring County's services; however, DHS makes no guarantee as to the number of Clients who may be referred to the County for Services under this Agreement.

5. Urgent Placements.

Urgent placement beds will be authorized through the use of a Service Release Authorization Form, a current example of which is attached as Attachment #1, however, the form is subject to change from time to time without notice. For the purpose of this Agreement, an urgent placement bed is additional capacity, beyond the number of contracted beds set forth in Section 2 subsection b. of this Exhibit A. For clients referred through the use of a Services Authorization Release Form, County shall provide all Services according to Section 3 subsection a. of this Statement of Work.

Referrals for urgent placement beds will be initiated by the DHS Residential Resource Consultant or FOCUS Coordinator and then forwarded to the Well Being Program in the Office of Child Welfare Programs for processing. Authorization for each referral will come from the Office of Child Welfare Programs.

6. Medication.

The State of Oregon DHS Child Welfare expectations related to chemical restraints exceed the federal policy outlined in CFR Title 42. County ensures intramuscular chemical restraints are not used for any child or young adult at any time or under any circumstances.

7. One-on-one Services.

PRIOR TO ONE-ON-ONE SERVICES COMMENCING the following must be completed:

- a. County shall request 1:1 Direct Line of Sight Staff Supervision Request form from the RRC associated with the client.
- b. County shall complete the 1:1 Direct Line of Sight Staff Supervision Request form outlining a written plan for the use of one-on-one services.
- c. County shall submit the form to the Residential Resource Consultant for review and approval.
- d. County must receive approval from the RRC before starting this service in order to be paid.
- e. Each request and approval is valid for 30 days. If additional one-on-one services are required, a new 1:1 Direct Line of Sight Staff Supervision Request must be submitted to the RRC for approval prior to continuation of one-on-one services for each 30 day period.
- f. Upon a request for continuation of services each month the DHS Caseworker and RRC must receive a report to include:
 - 1) an updated supervision request form
 - 2) the most recent treatment plan
 - 3) a current treatment update, which must include the Child's response to the services that were provided
 - 4) the rationale for the continued need of service

5) any incident reports from the last contracted period

8. Notification of Placement:

County shall:

- a. Electronically notify DHS of all initial placements, moves within County's program, and discharge dates, regardless of the reason for the move, whether planned or unplanned, or the type of facility or placement itself. A completed CF 0087 Provider Placement Notification form shall be submitted electronically to BRS.PlacementSupport@state.or.us each time a Child enters, moves within or discharges from the program. Notification shall be received no later than 24 hours after client's placement.
- b. Maintain documentation in the Child's file indicating that the Behavior Rehabilitation Services (BRS) Placement Support email received notification of the Child's placement information.

9. Additional Background Check Provision

Subject individuals of the County must receive an updated criminal history and child abuse background check every 5 years.

Any employee or subcontractor working onsite in the County's BRS program shall submit a Family First background check application to BCU and is restricted from working onsite until an approved background check is received.

10. Site Visits

County shall allow Agreement Administrator physical access to program, including proctor homes, on a frequency as determined by DHS but no more than quarterly unless to address an identified concern.

11. Emergency Transport to Hospital

In the event that a Client is transported by Emergency Medical Services to a local hospital, County must take the following steps:

- a. Allow staff to accompany the Client to the hospital, either via transport in the ambulance or in separate vehicle. Due to required staffing ratio, if County cannot allow a staff to accompany the client, County must contact the hospital within 30 minutes of Client's departure from the program to provide initial Client information and County contact information. County shall be available for any hospital phone calls and provide needed information as requested.
- b. Immediately contact DHS Caseworker or DHS Caseworker's supervisor if direct contact is not made with DHS Caseworker.
- c. If it is after hours, call the Oregon Child Abuse Hotline and provide notification of the critical event and detailed information about the Client's current status and location.
- d. Physically stay with Client in hospital until DHS staff can arrive.
- e. Provide Client information to the hospital as requested by hospital staff to facilitate medical treatment and monitoring.

12. County Requested Discharge of Client

In the event County is requesting Client to be discharged either on an emergency basis or within a 30 day period, in addition to working with the DHS Caseworker, County must consult with the Client's Residential Resource Consultant and County's DHS Program Analyst.

13. Financial Reporting

County shall authorize the release of any and all documentation provided by County to DHS Children's Care Licensing Program (CCLP) under licensing rules OAR 413-215-0026, 413-215-0081 and 413-215-0091 in regards to financial review. This authorization allows for financial documentation to be provide to Agreement Administrator.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

a. As consideration for the services provided by the County during the period specified in Section 1., Effective Date and Duration, DHS will pay to the County, a maximum not-to-exceed amount as specified in Section 3., Consideration of this Agreement, as follows:

- 1) DHS will make payment for Service and Placement Related Activities on a fee for service basis as described in OAR 413-095-0060 and at the rates described in Exhibit 1 to OAR 410-170-0000 through 410-170-0120 for each BRS Service Type of Care.
- 2) Total days available for any given BRS Type of Care are the number of days in each of the effective years of the Agreement.

To calculate the total number of bed days available over the life of this Agreement for each BRS Type of Care, multiply the number of allotted beds times the number of total days in each of the effective years of the Agreement specified in Section 1. "Effective Date and Duration" of this Agreement.

- 3) For Absent Days, DHS will make payment at the Absent Day rate for the type of BRS Care provided as defined in OAR 413-095-0000(1) and described in Exhibit 1 to OAR 410-170-0110 for each BRS Service Type described in Exhibit A, Part 1. "Statement of Work" Section 2. "Services and Population Served."
- 4) For urgent placement beds, the overall not-to-exceed amount as found in Section 3 Consideration of this Agreement has been increased by 10% to account for Service Release Authorization (SRA) usage and invoicing. Urgent placements will be paid at the same rates for the specific BRS Type of Care as identified on each SRA and as set forth in Exhibit A, Part 2 "Payment and Financial Reporting," Section 1.a.(1).
- 5) For one-on-one service hours, the overall not-to-exceed amount as found in Section 3 Consideration of this Agreement has been increased by 5% to account for usage and invoicing:

Services will be paid at the rate of \$25 per hour.
- 6) For Transitional Visits, DHS will make payment to the Hosting BRS County at the Absent Day rate for the type of BRS Care provided as

defined in OAR 413-095-0000(6) and described in OAR 413-095-0060(1) for each BRS Services Type.

b. County Invoice, Completion and Submission:

- 1) County shall submit billings on the approved DHS invoice form located at:

<https://apps.state.or.us/Forms/Served/cc0846.xlsm>.

Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.

- 2) DHS will pay County monthly on or after the first of each month following the month in which Services were performed, subject to receipt and approval by DHS of the County's invoice and any required reporting as defined in the Statement of Work for this Agreement.

For questions regarding payments please email Central Contracts Invoicing at:

Central.ContractInvoices@dhsosha.state.or.us

2. **Travel and Other Expenses.** DHS will not reimburse County for any travel or additional expenses under this Agreement.
3. **Agreement Administrator.** The DHS employee assigned to monitor Agreement compliance, authorize payment, and act as DHS' Agreement Administrator on matters concerning this Agreement shall be the person identified on the first page of this Agreement.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain class of persons in Oregon, including:

Children (ORS 419B.005 through 419B.045);

- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks for Employees and Volunteers.

- a. The County shall ensure that all employees, volunteers and subcontractors who perform services under this Contract, or who have access to any information about clients served under this Contract, are approved by the Agency's Background Check Unit in accordance with Oregon Administrative Rules (OAR) 407-007-0200 through 407-007-0370.
- b. In addition to potentially disqualifying conditions under OAR 407-007-0290, all employees, volunteers, and subcontractors who perform services under this Contract are subject to OAR 407-007-0290(11)(b).

- c. An employee, volunteer, or subcontractor may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to final approval by the Agency's Background Check Unit. An employee, volunteer, or subcontractor hired on a preliminary basis may not have unsupervised contact with individuals receiving services under this Contract and may only participate in the limited activities described in OAR 407-007-0315. An employee, volunteer, or subcontractor hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.
 - d. Any current employee hired for a new position with the Contractor to perform services under this Contract, or any current employee, volunteer, or subcontractor who will have access to any information about clients served under this Contract must be approved by the Agency's Background Check Unit at the time the employee, volunteer, or subcontractor accepts the new position or Work. Notwithstanding the requirements of paragraph c. of this Section, a current employee or volunteer who accepts a new position with the Contractor to perform services under this Contract, may be hired for the new position on a preliminary basis without active supervision in accordance with the limits and requirements described in OAR 407-007-0315.
 - e. There are only two possible fitness determination outcomes of a background check: approval or denial. If the employee, volunteer, or subcontractor is denied, she or he may not have contact with Agency clients under this Contract and may not have access to information about Agency clients. Employees, volunteers, or subcontractors who are denied do have the right to contest the denial. The process for contesting a denial is described in OAR 407-007-0330.
 - f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, the Contractor is a "Qualified Entity", as that term is defined in OAR 407-007-0210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.
 - g. The criminal records check procedures listed above also apply to Contractor, its owners, managers, and board members regardless if any individual has access to Agency clients, client information or client funds. Contractor shall establish a personal personnel file and place each criminal records check in named file for possibility of future Agency review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 15, "Records, Maintenance, Access."
5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.

7. **Nondiscrimination.** The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
8. **Conflict of Interest.** The County must, or ensure that its BRS provider, notifies DHS in writing when a current employee or newly hired employee is also an employee of DHS. The County must, or ensure that its BRS provider, submits the notification to the Agreement Administrator and DHS' contracts unit and shall include the name of the employee and their job description. DHS must review the employment situation for any actual or potential conflicts of interest as identified under ORS chapter 244.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Funds Available and Authorized Clause.**

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. **Reserved.**

8. **Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
10. **DHS Default.** DHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.
11. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 12. **Effect of Termination.**
 - a. **Entire Agreement.**
 - (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
 - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
 - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR

407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

17. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.
- DHS:** Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324
26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Reserved.**
29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the 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 the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the 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 the State on the one hand and of the 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the 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 the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the 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 the County on the one hand and of the 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. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up

to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.00

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$3,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

POLLUTION LIABILITY:

Required Not required

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the DHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by DHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and DHS.

STATE ACCEPTANCE:

All insurance providers are subject to DHS acceptance. If requested by DHS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DHS's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services. RESERVED**
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure. RESERVED**
14. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
15. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

Attachment 1

**Example of a
Service Release Authorization**

Service Information			
Date:			
OR-Kids contract number: SRA Number:		Effective from:	Effective to:
	OR-Kids service category:	OR-Kids service type:	# of Units:
	OR-Kids service category:	OR-Kids service type:	# of Units:
Licensed child caring agency name:		OR-Kids agency ID:	OR-Kids service authorization:
Child Welfare case information			
Child's name:		Child's OR-Kids case ID:	Child's date of birth
Case name:		OR-Kids case ID:	Caseworker name:
Local Child Welfare office:		Supervisor name:	Caseworker phone number:

1. Residential Services:

This Service Release Authorization is for the utilization of Supportive Services as defined in Exhibit A, Part I Statement of Work, Section 4 of the Contract.

2. Outcome and Notification of Service Delivery

- a. The outcome of this Service is to provide the necessary services for the child named in this Service Authorization Release Form available at this time.

3. Referral Limitations:

Billable units commence with the first calendar day a Child begins services at the program of the Contractor and ends the calendar day of the Child's discontinuation from Contractor's program.

4. Payment:

DHS will make payment at the rates described in Exhibit A, Part 2, Consideration of the Contract.

5. Invoices

Contractor shall invoice for Referrals according to the provisions described in Exhibit A, Part 2, Consideration, Section I of the Contract. Contractor shall include the Referral number of this Service Release Authorization Form on each submitted invoice. Contractor shall invoice only for services provided.

6. Signatures:

Contractor:

By: _____ Date: _____

DHS Office of Child Welfare Programs, Well Being Program

By: _____ Date: _____

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: IGA 164681

Legal name (tax filing): Josephine County Juvenile Justice

DBA name (if applicable): Turning Point Youth Residential Program

Billing address: 301 NW F Street

City: Grants Pass **State:** OR **Zip:** 97526

Phone: (541) 474-5186

FEIN: 93-6002300

- OR -

SSN:



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 – please send to all three:

tparedes@co.josephine.or.us wwatkins@co.josephine.or.us

asorensen@co.josephine.or.us

REVISED January 2020

Date Submitted to BCC	07/14/2020
Administration Workshop Meeting Date (Thursday)	07/16/2020 7.30.2020
WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session	

AGENDA TITLE: Request for policy review: facility closures

Order No. 2020-036

Department/Contact Person (Include Title and Ext. #)	JJ Scofield HR Director 5216
Presenter (Include Name and Title)	JJ Scofield HR Director 5216
Background information	The BCC requested a revision to the inclement weather policy to include other events.
Action you are requesting from the Board	Discuss policy to make decision on adoption
Reviewed by Finance Director (If yes, Finance's signature required)	
Reviewed by Legal Counsel (If yes, Legal's signature required)	Y
Reviewed by Information Technology (If yes, IT's signature required)	
Total Revenue, Cost, or Pass-Thru Funds to the County	
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
Policy G-15	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 Administrative Policies and)
 Procedures for Josephine County for the)
 Purpose of Conducting Business on a)
 Daily Basis: Personnel Policy)

Order No. 2020 - 036

WHEREAS, Josephine County Board of Commissioners has directed the County’s Human Resource Director to review, standardize, revise and make recommendations to the Board of Commissioners regarding Josephine County Administrative Policies and Procedures; and

WHEREAS, the Human Resource Director has developed recommendations for certain County Administrative Policies and Procedures; and

WHEREAS, the Board of County Commissioners has reviewed and approved the proposed policies; now, therefore

IT IS HEREBY ORDERED that the Josephine County Board of Commissioners approves the revision of the following policies as represented in Exhibit 1, attached hereto:

Policy Number	Policy Name	New/Revised Policy Name	Date Adopted/Last Revised
Josephine County Administrative Policy G-15	Closing County Offices due to Severe Inclement Weather	Closing County Offices due to Emergency Events or Potential Threats	08/05/2020

IT IS FURTHER ORDERED that said policy be incorporated into the Josephine County Administrative Policy Manual and be distributed to all County Elected Officials, and to all County offices, programs and divisions.

DATED this 5th of August 2020

**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

Darin Fowler, Chair

Daniel DeYoung, Vice-Chair

Lily Morgan, Commissioner

Josephine County
Administrative Policy & Procedures

Adopted: November 27, 2018
Effective: November 27, 2018
Revised: July 13, 2020
Document Repealed:

Chapter G
Risk Management
Policy G-15

SUBJECT: Closing County Offices due to ~~Severe Inclement Weather~~Emergency Events or Potential Threats

1.0 Purpose

To set forth County policy regarding closing County offices due to ~~severe inclement weather~~emergency events.

2.0 General Policy

The Josephine County Board of County Commissioners shall have sole responsibility to determine if a County office will be closed due to ~~severe inclement weather~~emergency events. "Emergency Events" include any situation that may result in risk to the health or safety of county employees or public. Examples include but are not limited to: severe inclement weather, wildfire risk, security threats, or facilities infrastructure maintenance. Upon making the determination, the Board shall notify the public and staff of the closure, and if possible, the expected timeline for opening.

3.0 Policy Guidelines/Procedures

- a. Josephine County Offices shall remain open during most inclement weather events. Members of the public or Josephine County Staff should make personal choices on whether or not it is safe to travel to an office.
- b. If a Josephine County employee determines that traveling to work during inclement weather is unsafe, he or she shall follow personnel and department policy.
- ~~c. If an emergency event poses serious risk to employees or the public a weather event is severe,~~ the Board of County Commissioners (or acting on-call Commissioner if quorum is unavailable), may declare a closure of County offices.
- ~~e.d. If a decision is needed in order to protect public or employee safety and the Board of County Commissioners is incapacitated or unavailable, decision making authority shall be granted for this issue per the County Continuation of Operations Plan.~~
- d.e. Closure decisions shall be made after coordinating with the Public Works Director, Trial Court Administrator, Emergency Services Manager, and Facilities

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Services Director. If closure is due to security risk, decision will be made after consulting with local public safety agencies.

- e.f. Once closure is determined, staff shall be notified via County Website, call-in phone message, and/or alert broadcast notification system.
- f.g. Members of the public shall be notified via County Website and/or media broadcast.
- g.h. "Essential Employees" as designated by their department, and pursuant to the Emergency Operations Plan, shall report to work during closures per county policy.



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

In the Matter of Appointments to the)
Collaborative Economic Development) **Resolution No. 2020-030**
Committee (CEDC))

WHEREAS, it has come to the attention of the Board of County Commissioners that there are vacancies on the Collaborative Economic Development Committee;

WHEREAS, it is both proper and necessary that the Board of County Commissioners fill said vacancies by making appointments as provided herein;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the following people be appointed to said Collaborative Economic Development Committee; with terms expiring as hereinafter set forth.

Gene Merrill-Natural Resources & Agriculture
Daniel Mancuso-Tourism

Appointed to a 3-year term; said term to expire 08/05/23

DONE and DATED this 5th day of August 2020

**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

Darin J. Fowler, Chair

Daniel E. DeYoung, Vice Chair

Lily N. Morgan, Commissioner