Josephine County Board of Commissioners
Keith Heck, Chair; Cherryl Walker, Vice Chair; and Simon G. Hare, Commissioner
Josephine County Courthouse, 500 N.W. 6th Street Dept. 6, Grants Pass, OR 97526
(541) 474-5221, Fax (541) 474-5105  http://www.co.josephine.or.us

WEEKLY BUSINESS SESSION
Agenda
May 20, 2015, 9:00 a.m.
(2nd Wednesday of Month is Evening Meeting)
Anne G. Basker Auditorium
600 N.W. Sixth Street, Grants Pass, Oregon

1. ADMINISTRATIVE ACTION(S) IN CONSIDERATION OF:
   a. Approval of Courthouse Improvement IGA No. 150541, with Oregon Judicial Department for Courtrooms Remodel
   b. Approval of SOC-IGA between Josephine County for Sharing of Equipment, Materials and Services
   c. Approval of MORE-IGA between Josephine County and Participating Agencies for Sharing of Equipment, Materials and Services
   d. Discussion regarding Decision to move forward with First Reading of an Ordinance: Comprehensive Plan/Zone Change Sunny Valley Sand and Gravel

2. REQUESTS/COMMENTS FROM CITIZENS:  (Each person will be given three (3) minutes to speak)

3. APPROVAL OF CONSENT CALENDAR:
   a. Minutes (Draft minutes are available for viewing in the Board's Office)
      County Administration Workshop – April 30, 2015
      Land Use Remand Hearing – May 4, 2015
      General Discussion – May 4, 2015
      Executive Session Meeting (Open Session) – May 4, 2015
      Executive Session Meeting (Open Session) – May 5, 2015
      General Discussion – May 5, 2015
      Weekly Business Session – May 6, 2015
      Executive Session Meeting (Open Session) – May 6, 2015
      County Administration Workshop – May 7, 2015
   b. 2015 Fund Exchange Agreement for Galice Road and Vine Street – ODOT Agreement No. 30690
   c. Order 2015-014; In the Matter of Declaring County Owned Property not in use for County Purposes as Surplus

4. OTHER: (ORS 192.640(1) "...notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.")

5. MATTERS FROM COMMISSIONERS:

The Board requests that you follow the rules and procedures for meetings as described in ORDINANCE 92-27, SECTION 7
Meetings shall at all times be orderly and respectful. When permitted, each person shall be given three (3) minutes to speak or such other longer time as may be allowed by the presiding officer. No person shall be heard until he or she states their name and address for the record. The presiding officer may terminate the meeting when necessary or refuse to recognize anyone who:
   a. is disorderly, abusive or disruptive;
   b. Takes part in or encourages audience demonstrations, such as applause, cheering, display of signs, shouting or other conduct disruptive of the meeting;
   c. Speaks without first receiving recognition from the presiding officer and stating his or her full name and address (when requested); or
   d. Presents irrelevant, immaterial or repetitious comments.

If special physical or language accommodations are needed for this Public Session, please notify the Commissioners' Office at (541) 474-5221 at least 48-hours prior to Session. TDD (Hearing-Impaired) 1-800-735-2900.
Courthouse Improvement
INTERGOVERNMENTAL AGREEMENT
OJD Contract No. 150541

This Agreement is between the Oregon Judicial Department (OJD) and Josephine County (County), a political subdivision of the State of Oregon.

RECITALS:

A. Both Parties have an interest in improvements to the Josephine County Courthouse (the Courthouse) owned by the County and occupied by the Josephine County Circuit Court (the Court) and County offices. Both Parties agree that Courtroom 1, Courtroom 2, Courtroom 3, Courtroom 4, Family Court Courtroom, Jail Courtroom, and the customer service windows need to be remodeled to address privacy, efficiency and use of space issues including modifications to judge benches and clerk areas arising from Oregon eCourt implementation.

B. County has agreed to hire an architect to develop design and construction plans (Architect) to be used by OJD to hire a contractor to complete the remodel.

C. County has authorized OJD to hire a contractor and complete the remodel of the Courtrooms and Service window within the Courthouse in accordance with the plans provided by Architect.

D. OJD has agreed to provide up to $6,800.00 from the 2013-2015 Oregon Judicial Department budget for the County’s cost associated with selecting and paying the Architect. OJD further agrees to pay all costs associated with hiring a contractor (Contractor) and completing the remodel. This Agreement will outline the process for completing the remodel of Courtrooms 1 through 4, Family Court Courtroom, Jail Courtroom, and the customer service windows, (Project) and identify each party’s responsibilities.

E. County and OJD are authorized by 190.110 to enter into an intergovernmental agreement for any lawful purpose, including this Agreement.

The Parties agree as follows:

1. RECITALS ARE CONTRACTUAL: The Recitals are incorporated into the substantive provisions of this Agreement.

2. TERM: This Agreement shall be effective upon its execution and shall continue until the Project is finished or December 31, 2015 whichever is earlier.

3. COUNTY’S RESPONSIBILITIES:
   a. County shall collaborate with the Trial Court Administrator or Designee (TCA) to create a mutually agreed requirements document that describes the minimum requirements and standards that both parties are seeking for this Project.
   b. County shall initiate and complete a procurement process by June 15, 2015 for an architect (Architect) to create design and construction plans for the Project in conformance with laws and rules applicable to County procurements and consistent with the requirements document mentioned above.
   c. Within one week of making the award of the contract to the Architect and no later than June 15, 2015, County shall provide OJD with an electronic copy of the executed contract to the OJD
contacts identified in Section 9 below.

d. County shall make full payment to the Architect and shall provide electronic copies of all paid invoices to the OJD contacts identified in Section 9 below.

e. County shall approve the Architects plans in accordance with provisions contained in its procurement documents and consistent with the requirements mentioned above.

f. County shall provide OJD with a copy of the plans and work product developed by the Architect.

g. County authorizes OJD to: i) hire Contractor to perform the Project; ii) to oversee and manage the Project and iii) to unilaterally make decisions necessary to complete the Project.

h. County shall not be responsible for any aspect of the procurement process, contract award or contract administration associated with the hiring of a contractor or implementation of the Project.

i. County shall own all the improvements resulting from completion of this Project.

j. Nothing in this Agreement shall be deemed to limit or waive the County's obligations under ORS 1.185.

4. OJD'S RESPONSIBILITIES:

a. OJD shall collaborate with the County to create a mutually agreed requirements document that describes the minimum requirements and standards that both parties are seeking for this Project.

b. Within 14 days of OJD receiving from the County a copy of the fully executed contract for Architect, OJD will make a one-time transfer of 2013-2015 Oregon Judicial Department funds to County in the total amount of the Architect expenses or $6,800.00, whichever is less. These funds are to be used by County solely to pay the costs due under the Architect contract. If due to extenuating circumstances, the Architect should require additional funds to complete the project, OJD will reimburse the County for such additional expenses as are agreed upon by OJD and the County.

c. OJD shall not be responsible for any aspect of the procurement process, contract award, or contract administration associated with the Architect.

d. OJD shall initiate and complete a procurement process for Contractor and such other services needed to complete the Project in conformance with Laws and rules applicable to OJD procurements and consistent with the requirements document mentioned above and the plans created by the Architect.

e. OJD will require Contractor to obtain and keep in effect during the term of this Agreement insurance coverage consistent with OJD's standard insurance requirements. OJD shall provide the County contacts identified in Section 9 below progress reports at various milestones related to the Project including when the OJD initiates its procurement process, awards the contract, begins and completes the Project and such other times as reasonably requested by County.

f. OJD shall cooperate with the County to minimize the impact of the Project on the daily operation of the County. TCA shall include the County in the planning and implementing of those portions of the Project that will affect County business.

g. OJD shall approve the completed Project in accordance with provisions contained in its procurement documents and Architect plans.

h. OJD shall pay Contractor and other persons or entities entitled to payment related to the Project.

i. OJD shall pursue its warranty rights to correct any defects of the completed Project against the OJD Contract No. 150541
appropriate party, as applicable.

j. OJD shall not own the improvements resulting from the Project.

k. In addition to the funds representing the expense for an Architect as described in subparagraph 4.b. of this agreement, OJD shall make a one-time transfer of $680.00 to County to cover the administrative expenses that County incurs facilitating this project.

5. **INDEMNIFICATION:** Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, OJD and County shall indemnify, hold harmless and defend the other, its officers, agents, and employees, from and against all other claims, suits, actions, damages, losses, and all expenses and costs incidental to the investigation and defense thereof, including reasonable attorney fees, resulting from or arising out of the other's negligent acts in the performance of this Agreement.

6. **ACCESS TO RECORDS:** Both parties shall maintain all financial and other records relating to this Agreement. Both parties shall retain and keep accessible all such records for a minimum of seven years, or longer as may be required by law, following 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.

7. **AMENDMENT:** No amendment to this Agreement shall be effective unless it is made in writing and is signed by both parties.

8. **PARTIES TO THIS AGREEMENT:** OJD and County agree that they 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 or otherwise, to any other third parties.

9. **CONTACTS AND NOTICES:** Any notice, payment, or any or all of the material that either Party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such delivery or, if mailed, on the third business day after the mailing of the same by prepaid post addressed to the other party at the address set forth below or, if emailed, on the date delivered to the email address set forth below as confirmed by a return receipt:

**OJD:**

Kirk Brust  
Trial Court Administrator-14th Judicial District  
Kirk.Brust@ojd.state.or.us  
Josephine County Courthouse  
500 NW 6th, Dept. 17  
Grants Pass, OR 97526  
(541) 476-2309

David Moon  
Business & Fiscal Services Division Director  
David.t.moon@ojd.state.or.us  
Office of the State Court Administrator  
1163 State Street  
Salem, OR 97301-2563  
(503) 986-5150

OJD Contract No. 150541  
Page 3 of 5
County:
Simon Hare,  
Board of County Commissioners  
Share@co.josephine.or.us  
Josephine County  
500 NW 6th St. Dept. 6  
Grants Pass, OR 97526  
(541) 474-5221  

Ryan Johnson,  
Building and Operations Manager  
Rjohnson@co.josephine.or.us  
Josephine County  
500 NW 6th St. Dept. 6  
Grants Pass, OR 97526  
(541) 474-5221

Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of Section 9, be conclusively deemed to be the address of the party giving such notice.

10. WAIVER: The failure of either party to enforce any provision of this Agreement, or the waiver of any violation or nonperformance of this Agreement in one instance, shall not constitute a waiver by the party of that or any other provision, nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and with respect to OJD’s waiver or consent, all necessary OJD or State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given.

11. NO PARTNERSHIP: Neither party to this Agreement shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Agreement.

12. GOVERNING LAW: This Agreement shall be governed by, and shall be construed and enforced 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 the jurisdiction of 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 of the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

13. SURVIVAL: All rights and obligations shall cease upon termination or expiration of this Agreement, except the rights and obligations which by their nature extend beyond contract termination, including those set forth in Section 4i, 5, 6, and 7.

14. TERMINATION:
   a. The Parties may terminate this Agreement at any time by mutual agreement.
   b. Either Party may terminate this Agreement, for any cause or no cause, by providing the other Party no fewer than 30 (thirty) days advance written notice of termination.
c. Either Party may terminate this Agreement by providing the other Party no fewer than ten days advance written notice of termination if United States, Oregon or local laws, regulations, or guidelines are modified or interpreted in such a way that either Party’s continued performance or making of payments under this Agreement is prohibited.

d. Either Party may terminate this Agreement, in whole or in part, by providing the other Party no fewer than ten days advance written notice of termination, if either Party commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement and the defaulting Party fails to correct such material breach, default or failure to perform within 14 calendar days after receipt of notice of the breach or default, or such longer period as the notifying Party may specify in such notice.

e. OJD may terminate this Agreement with 10 days’ notice if funding from federal, state, or other sources is not obtained or continued at levels sufficient for implementation of this Agreement.

Each Party, by the signature of its authorized representative, hereby agrees to be bound by the terms and conditions of this intergovernmental Agreement.

Josephine County by and through its Board of County Commissioners

By: ___________________________________________
  Keith Heck, County Commissioner, Chair

By: ___________________________________________
  Cheryl Walker, County Commissioner, Vice Chair

By: ___________________________________________
  Simon Hare, County Commissioner

Date: ______________________________

The Oregon Judicial Department, by and through the Office of State Court Administrator

By: ___________________________________________

Title: ___________________________________________

Date: ______________________________

TKB:gl/L2G15006

OJD Contract No. 150541
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Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

*Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop*

Requests received after that time will be placed on the Administration Workshop agenda for the following week

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

REVISED APRIL 2015

<table>
<thead>
<tr>
<th>Date Submitted to BCC</th>
<th>May 11, 2015</th>
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<td>Administration Workshop Meeting Date (Thursday)</td>
<td>May 14, 2015</td>
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<td>WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session</td>
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**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)**

**SOC-IGA between Josephine County and Jackson County for Sharing of Equipment, Materials and Services**

<table>
<thead>
<tr>
<th>Department/Contact Person (Include Title and Ext. #)</th>
<th>Rob Brandes, PW Director – x4429</th>
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</thead>
<tbody>
<tr>
<td>Presenter (Include Name and Title)</td>
<td>Chuck DeJanvier, PE – County Engineer – x4402</td>
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<tr>
<td>Background information</td>
<td>This IGA, between Josephine County and Jackson County, would facilitate sharing of resources in a natural disaster or other time of need; FEMA requires this agreement to be in place prior to such assistance taking place.</td>
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<tr>
<th>Action you are requesting from the Board</th>
<th>Signed approval of IGA</th>
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<tr>
<td>Reviewed by Finance Director (If yes, Finance’s signature required)</td>
<td>No</td>
</tr>
<tr>
<td>Reviewed by Legal Counsel (If yes, Legal’s signature required)</td>
<td>Yes; signature required here and on IGA</td>
</tr>
<tr>
<td>Reviewed by Information Technology (If yes, IT’s signature required)</td>
<td>No</td>
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<tr>
<td>Total Revenue, Cost, or Pass-Thru Funds to the County</td>
<td>$ 0</td>
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<tr>
<td>Notes or Special Instructions to BCC Staff</td>
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<tr>
<th>Title of Document(s) Submitted</th>
<th>Number of original documents submitted</th>
<th>Are all signatures on the documents? Y/N or BCC only</th>
<th>Are additional signatures needed? Y/N</th>
<th>Will a state or federal agency be signing the document? Y/N</th>
<th>Will additional signatures be received electronically? Y/N</th>
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<tr>
<td>SOC-IGA</td>
<td>4 2</td>
<td>Y</td>
<td>N</td>
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**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.
This AGREEMENT is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the SOC-IGA (Southern Oregon Cooperative Intergovernmental Agreement)

WHEREAS:

1. Each PARTY owns certain equipment and materials, and provides services that may be useful to another PARTY for Roads/Parks/Public Works, construction, operations, maintenance and related activities; and

2. The PARTIES agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and

3. The PARTIES desire to enter into an AGREEMENT to establish procedures for sharing equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The PARTIES shall make available to each other vehicles, equipment, machinery, materials, related items and/or services in the manner and on the terms and conditions provided herein. The PARTY supplying the services or the vehicles, machinery and equipment shall be designated as the "PROVIDER" herein. The PARTY receiving the services or assuming the use of vehicles, machinery or equipment shall be designated as the "USER" herein.

2. An estimate for specific services will be supplied by the PROVIDER at the request of the USER. Service PROVIDERS shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to USER. PROVIDER’s invoices will be paid by USERS in full within thirty (30) days of billing.

3. Services, equipment or materials shall be provided upon reasonable request at mutually convenient times and locations. The PROVIDER retains the right to refuse to honor a request if the equipment or materials are needed for other purposes, if providing the equipment or materials would be unduly inconvenient, or if for any other reason, the PROVIDER determines in good faith that it is not in its best interest to provide a particular item at the requested time. Equipment shall be returned immediately at PROVIDER’s request.

4. The USER receiving the equipment shall take proper precaution in its operation, storage and maintenance. Equipment shall be used only for its intended purpose. The USER shall permit the equipment to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for equipment repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The USER shall not be responsible for scheduled preventive maintenance (P.M.) unless equipment hours used exceeds the P.M. schedule periods and has been agreed by the PROVIDER. The USER shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment (i.e., fluid checks, lubricating, etc.) during the period in which the equipment is in USER’S possession.

5. PROVIDER shall endeavor to provide equipment in good working order and to inform USER of any information reasonably necessary for the proper operation of the equipment. The equipment is provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. USER shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the PARTIES that the PROVIDER is not in the business of selling, leasing, renting or otherwise providing equipment to others and that the PARTIES are acting only for their mutual convenience and efficiency.
6. The PARTIES shall provide equipment or materials storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the equipment or materials shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.

7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate equipment. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the equipment.

8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.

9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using equipment or services under this AGREEMENT. PROVIDERS requiring that their personnel operate equipment shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate equipment. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the equipment shall adequately insure the equipment or provide self-insurance coverage.

10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.

11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate AGREEMENTS governing the terms and conditions for providing equipment or services on terms different than specified herein.

12. Any OREGON PUBLIC ENTITY may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to Jackson County Roads & Parks which is overseeing the administration of the SOC-IGA.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -
SOC AGREEMENT SIGNATURE PAGE

IN THE WITNESS WHEREOF, the PUBLIC ENTITY JOSEPHINE COUNTY (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

<table>
<thead>
<tr>
<th>Signature of Official</th>
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<th>Official’s title</th>
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<tr>
<th>Signature of Counsel</th>
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<th>Counsel’s title</th>
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<tr>
<td>11 May 2015</td>
<td></td>
<td>Josephine County Legal Counsel</td>
</tr>
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</table>

Name and title of the Contact Representative: Robert Brandes – Director, Public Works

Josephine County Public Works

Address:

201 River Heights Way Grants Pass OR 97527

Phone: 541-474-5460

Fax: 541-474-5468

E-mail: rbrandes@co.josephine.or.us

1. Send the original SOC AGREEMENT Signature Page (this page) for distribution to:
   Julie Slaughter, SOC-IGA Administrator
   Jackson County Roads, 200 Antelope Road, White City, Oregon 97503
   Telephone: 541.774.6204
   e-mail: slaughja@jacksoncounty.org

   Retain a copy of for your records or sign 2 originals as needed by you.
INSTRUCTIONS FOR THE SOC-IGA FOR EQUIPMENT AND SERVICES

The following is directed to officials of local governments that may want to participate in the accompanying Roads & Parks INTERGOVERNMENTAL AGREEMENT (IGA) FOR EQUIPMENT AND SERVICES [AGREEMENT]:

1. There are four pages to the SOC-IGA:
   - The SOC-IGA narrative – pages 1-2
   - SOC AGREEMENT Signature Page – page 3
   - SOC Instructions (this page) – page 4

2. The purpose of the SOC-IGA is for to exchange Roads/Parks/Public Works equipment and services between OREGON PUBLIC ENTITIES.

3. All PARTIES, who sign the AGREEMENT, must honor the AGREEMENT entirely.

4. Jackson County Roads has agreed to oversee administration of the SOC-IGA. The SOC-IGA Administrator will notify all the Contract Representatives for all PARTIES. The SOC-IGA Administrator will not be involved between any disputes of the SOC-IGA PARTIES, nor would Jackson County or its employees be liable for any damages sought between any two other PARTIES.

5. Each new PARTY shall execute the SOC AGREEMENT SIGNATURE PAGE. One original shall be filed with the SOC-IGA administrator for approval and distribution.

6. Each PARTY will obtain a mailing list of the current AGREEMENT holders from the SOC-IGA Administrator.

7. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of services. There is no need to coordinate requests amongst PARTIES.

8. It is important to note paragraph 4 (page 1): “the PROVIDER retains the right to refuse a request”.

9. Questions may be addressed to:

   **Julie Slaughter**  
   SOC-IGA Administrator  
   Jackson County Roads, 200 Antelope Road, White City, Oregon 97503  
   Telephone: 541.774.6204  
   e-mail: slaughja@jacksoncounty.org

file: SOC IGA.doc
Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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MORE-IGA between Josephine County and Participating Agencies for Sharing of Equipment, Materials and Services

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<thead>
<tr>
<th>Department/Contact Person (Include Title and Ext. #)</th>
<th>Rob Brandes, PW Director – x4429</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presenter (Include Name and Title)</td>
<td>Chuck DeJanvier, PE – County Engineer – x4402</td>
</tr>
<tr>
<td>Background information</td>
<td>This IGA, between Josephine County and approximately 50 participating agencies within the State of Oregon, would facilitate sharing of resources in a natural disaster or other time of need; FEMA requires this agreement to be in place prior to such assistance taking place.</td>
</tr>
<tr>
<td>Action you are requesting from the Board</td>
<td>Signed approval of IGA</td>
</tr>
<tr>
<td>Reviewed by Finance Director (If yes, Finance's signature required)</td>
<td>No</td>
</tr>
</tbody>
</table>
| Reviewed by Legal Counsel (If yes, Legal's signature required) | Yes; signature required here and on IGA

| Reviewed by Information Technology (If yes, IT's signature required) | No |
| Total Revenue, Cost, or Pass-Thru Funds to the County | $0 |
| Notes or Special Instructions to BCC Staff          | |

<table>
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<tr>
<th>Title of Document(s) Submitted</th>
<th>Number of original documents submitted</th>
<th>Are all signatures on the documents? Y/N or BCC only</th>
<th>Are additional signatures needed? Y/N</th>
<th>Will a state or federal agency be signing the document? Y/N</th>
<th>Will additional signatures be received electronically? Y/N</th>
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<tbody>
<tr>
<td>MORE-IGA</td>
<td>+ Z</td>
<td>Y</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Ex. A – List of Agencies</td>
<td>+ Z</td>
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</tr>
</tbody>
</table>

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.
MANAGING OREGON RESOURCES EFFICIENTLY {MORE}
INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the MORE-IGA {Managing Oregon Resources Efficiently Intergovernmental Agreement} ("AGREEMENT").

WHEREAS:

1. Each PARTY owns certain equipment and materials, and provides services that may be useful to another PARTY for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and

2. The PARTIES agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and

3. The PARTIES desire to enter into this AGREEMENT to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The PARTIES shall make available to each other vehicles, equipment, machinery, materials, related items ("EQUIPMENT OR MATERIALS") and/or services in the manner and on the terms and conditions provided herein. The PARTY supplying the services or the EQUIPMENT OR MATERIALS shall be designated as the "PROVIDER" herein. The PARTY receiving the services or assuming the use of EQUIPMENT OR MATERIALS shall be designated as the "USER" herein.

2. A cost estimate for specific services will be supplied by the PROVIDER at the request of the USER. Service PROVIDERS shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to USER. Unless other arrangements are agreed upon by the PARTIES, PROVIDER'S invoices will be paid by USERS in full within thirty (30) days of billing.

3. EQUIPMENT OR MATERIALS and/or services shall be provided upon reasonable request at mutually convenient times and locations. The PROVIDER retains the right to refuse to honor a request if the EQUIPMENT OR MATERIALS are needed for other purposes, if providing the EQUIPMENT OR MATERIALS would be unduly inconvenient, or if for any other reason, the PROVIDER determines in good faith that it is not in its best interest to provide a particular item at the requested time. EQUIPMENT OR MATERIALS shall be returned immediately at PROVIDER'S request.

4. The USER receiving the EQUIPMENT OR MATERIALS shall take proper precaution in its operation, storage and maintenance. EQUIPMENT OR MATERIALS shall be used only for its intended purpose. The USER shall permit the EQUIPMENT OR MATERIALS to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for EQUIPMENT OR MATERIALS repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The USER shall not be responsible for scheduled preventive maintenance (P.M.) unless EQUIPMENT OR MATERIALS hours used exceeds the P.M. schedule periods and has been agreed by the PROVIDER. The USER shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of EQUIPMENT OR MATERIALS (i.e., fluid checks, lubricating, etc.) during the period in which the EQUIPMENT OR MATERIALS is in USER'S possession.

5. PROVIDER shall endeavor to provide EQUIPMENT OR MATERIALS in good working order and to inform USER of any information reasonably necessary for the proper operation of the EQUIPMENT OR MATERIALS. The EQUIPMENT OR MATERIALS are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. USER shall be solely responsible for selecting the proper EQUIPMENT OR MATERIALS for its needs and inspecting EQUIPMENT OR MATERIALS prior to use. It is acknowledged by the PARTIES that the PROVIDER is not in the...
6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.

7. The PROVIDER may require, in its sole discretion, that only PROVIDER’S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER’S employees shall not be deemed employees of USER. The PROVIDER’S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.

8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER’S workers performing services to USERS under this AGREEMENT.

9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.

10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.

11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.

12. Any OREGON PUBLIC ENTITY may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the CONTRACT ADMINISTRATOR. The current CONTRACT ADMINISTRATOR is:

Don Newell, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129, e-mail: DNewell@co.Marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: March 5, 2013 (no changes or additions are allowed to the above)
MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY JOSEPHINE COUNTY (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

<table>
<thead>
<tr>
<th>Signature of Official</th>
<th>Date</th>
<th>Official’s title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
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<tr>
<th>Signature of Official</th>
<th>Date</th>
<th>Official’s title</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
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<th>Official’s title</th>
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</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>11 May 2015</td>
<td>JOSEPHINE COUNTY LEGAL COUNCIL</td>
</tr>
<tr>
<td>Signature of Counsel</td>
<td>Date</td>
<td>Counsel’s title</td>
</tr>
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</table>

Name & title of the AGENCY’S IGA OVERSEER: Robert Brandes, Public Works Director

Address: Josephine County Public Works

201 River Heights Way Grants Pass OR 97527

Office Phone: 541-474-5460

Cell Phone:

E-mail: rbrandes@co.josephine.or.us

Optional: Name & title of Agency’s 2nd Contact:

Office Phone: ___________________________ Cell Phone: ___________________________

E-mail: ___________________________

1. **Mail the original signed MORE-IGA SIGNATURE PAGE** (this page – actual hard copy page) to:
   Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
   Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 e-mail: DNewell@co.Marion.or.us
   Telephone: 503.365.3129 MORE-IGA web site: http://www.co.Marion.or.us/PW/Roads/MORE

2. **Retain a 2nd original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).

3. **Send additional agency staff contacts’ e-mail addresses** to the above CONTRACT ADMINISTRATOR.

4. **Copy other PARTIES’ MORE-IGA SIGNATURE PAGES** for your agency’s records from the above MORE-IGA web site.

File name: MORE IGA page 3 of 4 of the MORE-IGA packet
## MORE Intergovernmental Agreement Participating Agencies

View MORE Signing Agencies by Date

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<tr>
<th>Agency</th>
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<td>Benton County</td>
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<tr>
<td>Boring Water District</td>
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<td>Columbia County</td>
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<td>Coos County</td>
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<tr>
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http://www.co.marion.or.us/PW/Roads/MORE/agencies.htm

12/9/2014
INSTRUCTIONS FOR THE MORE-IGA

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

"Doing MORE with less!"

The following is directed to officials of local and state governments that may want to participate in the accompanying MORE-IGA AGREEMENT. There are four pages to the MORE-IGA:

- The MORE-IGA narrative – pages 1-2
- MORE-IGA SIGNATURE PAGE – page 3
- INSTRUCTIONS FOR THE MORE-IGA (this page) – page 4

a. The purpose of the MORE-IGA is for to exchange EQUIPMENT OR MATERIALS or services between OREGON PUBLIC ENTITIES.
b. All PARTIES, who sign the AGREEMENT, must honor the AGREEMENT entirely.
c. Each PUBLIC ENTITIES shall identify an AGENCY’S IGA OVERSEER which will process, file and will receive and maintain IGA documents.
d. Don Newell of Marion County has agreed to act as the CONTRACT ADMINISTRATOR. The CONTRACT ADMINISTRATOR will notify all the AGENCY’S IGA OVERSEERS for all PARTIES. The CONTRACT ADMINISTRATOR will not resolve any disputes of the AGREEMENT PARTIES, nor would Marion County or its employees be liable for any damages sought between any two other PARTIES.
e. Each new PARTY shall execute the MORE-IGA SIGNATURE PAGE in two original sets: One shall be filed with the CONTRACT ADMINISTRATOR for approval, filing and distribution, and the second for the PARTY entity’s records.
f. Each AGENCY’S IGA OVERSEER will receive digital copies of the MORE-IGA SIGNATURE PAGE from the web site: http://www.co.Marion.or.us/PW/Roads/MORE for their records. The CONTRACT ADMINISTRATOR will directly inform the AGENCY’S IGA OVERSEERS of new Agencies signers by e-mail.
g. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of equipment, materials, resources, and services. There is no need to coordinate requests amongst other PARTIES or with the CONTRACT ADMINISTRATOR.
h. It is important to note paragraph 3 (page 1): “The PROVIDER retains the right to refuse to honor a request”.
i. The CONTRACT ADMINISTRATOR maintains two-e-mail lists: 1) Each PUBLIC ENTITIES’ AGENCY’S IGA OVERSEERS; 2) other PUBLIC ENTITIES’ staff that want to be informed of MORE members’ news, announcements, and activities. MORE members will schedule and host meetings 3-times a year to discuss joint issues.
j. An optional 2nd agency contact person can identify on the MORE-IGA SIGNATURE PAGE which will also receive direct ongoing correspondence of MORE’s activities or of its members.
k. The IGA, list of PUBLIC ENTITIES with agencies’ contacts, digital file copies of MORE-IGA SIGNATURE PAGES, meeting announcements, and members’ news are found on http://www.co.Marion.or.us/PW/Roads/MORE.

Questions or concerns may be addressed to:

Don Newell, CONTRACT ADMINISTRATOR.

Marion County, 5155 Silvertown Road NE, Salem, Oregon 97305
Telephone: 503.365.3129; e-mail: DNewell@co.Marion.or.us

History: An original joint agency IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of a 1999 ADDENDUM, other parties agreed to sign the agreement. The IGA was revised in July 2002 and was named PMAT-IGA (PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT) with 33-signing agencies. In February 2013 the MORE-IGA, with a more statewide focus, was crafted in tandem to eventually replaced PMAT-IGA.

A second ODOT IGA (OMAT), which allows agencies work with ODOT, can be obtained by contacting:

Rita Gill, OMAT Administrator, Oregon Department of Transportation, Region 1-Contracts & Agreements Unit;
123 NW Flanders Street, Portland, OR 97209-4012;
Telephone: 503-731-8548; e-mail: Syreeta.Gill@ODOT.state.or.us
BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF JOSEPHINE COUNTY (ORDINANCE 81-11 AS AMENDED), FROM FOREST TO AGGREGATE AND AMENDING THE ZONING MAP OF JOSEPHINE COUNTY (ORDINANCE 85-1 AS AMENDED), FROM WOODLOT RESOURCE TO MINERAL AND AGGREGATE RESOURCES, AND ADD TO THE INVENTORY OF SIGNIFICANT AGGREGATE SITES FOR 197.34 ACRES OF THE PROPERTY IDENTIFIED AS ASSESSOR'S MAP T34S, R5W, SECTION 7, TAX LOTS 1200 AND 1300; AND MAP T34S, R5W, SECTION 8, TAX LOT 400. THE PROPERTY OWNERS ARE ANDREAS AND CAROLE BLECH.

ALSO AMENDING THE COMPREHENSIVE PLAN OF JOSEPHINE COUNTY (ORDINANCE 81-11 AS AMENDED), FROM RESIDENTIAL TO AGGREGATE AND AMENDING THE ZONING MAP OF JOSEPHINE COUNTY (ORDINANCE 85-1 AS AMENDED), FROM RURAL RESIDENTIAL (RR-5) TO MINERAL AND AGGREGATE RESOURCES, AND ADD TO THE INVENTORY OF SIGNIFICANT AGGREGATE SITES FOR 12.49 ACRES OF THE PROPERTY IDENTIFIED AS ASSESSOR'S MAP T34S, R5W, SECTION 8, TAX LOT 1002. THE PROPERTY OWNER IS BLECH LLC.

WHEREAS, the Board of County Commissioners held public hearings on June 23, June 27, and July 28, 2014 to consider the request pursuant to certain criteria contained within the Josephine County Comprehensive Plan at Goal 11, Policies 1 and 2 (Ordinance 81-11 As Amended); and

WHEREAS, the Josephine County Planning Commission at an earlier occasion held a public hearing to consider the above identified Comprehensive Plan and Zone Change request, and thereupon did not make a recommendation for approval or denial to the Board; and

WHEREAS, the Board of Commissioners held public hearings, heard testimony, received evidence from the Josephine County Planning Staff, the applicant and any remonstrators, and thereupon concluded that the applicant had met his burden of proof, and that the Comprehensive Plan and Zone Change, as requested did comply with the requirements of Josephine County and State Law pertaining to such matters; and

WHEREAS, the Board of Commissioners, adopted written findings of fact with conditions, on October 8, 2014, in support of its decision to approve the comprehensive plan and zone map change described herein, which finds the application to be in compliance with the applicable criteria of Josephine County and State law, and those findings are contained in the land use hearing record at the planning office;

NOW, THEREFORE, based on the foregoing, the Board of County Commissioners of Josephine County, Oregon, hereby ordains as follows:

SECTION 1: Inventory of Significant Aggregate Sites

The Josephine County Comprehensive Plan is hereby amended to add 209.83 total acres of the property identified as Assessor's Map Township 34S, Range 5W, Section 7, Tax Lots 1200 and 1300 and Township 34S, Range 5W, Section 8, Tax Lots 400 and 1002 to the Josephine County

ORDINANCE No. 2015-____ (Sunny Valley Sand & Gravel) Page 1
Inventory of Significant Aggregate Sites.

SECTION 2: Comprehensive Plan Amendment

The Josephine County Comprehensive Plan is hereby amended from Forest to Aggregate for 197.34 acres and from Residential to Aggregate for 12.49 of the 209.83 total acres of the property identified as Assessor's Map Township 34S, Range 5W, Section 7, Tax Lots 1200 and 1300 and Township 34S, Range 5W, Section 8, Tax Lots 400 and 1002 (see map Attachment A).

SECTION 3: Zoning Change

The Josephine County Zoning Map is hereby amended from Woodlot Resource and Rural Residential (RR-5) to Mineral and Aggregate Resource Zone for 209.83 total acres of the property identified as Assessor's Map Township 34S, Range 5W, Section 7, Tax Lots 1200 and 1300 and Township 34S, Range 5W, Section 8, Tax Lots 400 and 1002 (see map Attachment B).

SECTION 4: Affirmation

Except as otherwise provided herein, Josephine County Ordinance Nos. 81-11 and 85-1 are hereby affirmed as originally adopted, and heretofore amended.

SECTION 5: Effective Date

First reading by the Board of County Commissioners this ____ day of __________, 2015.

Second reading and adoption by the Board of County Commissioners at least thirteen (13) days from the first reading this ____ day of __________, 2015.

This Ordinance shall take effect ninety (90) days after its adoption by the Board of County Commissioners.

JOSEPHINE COUNTY BOARD OF COUNTY COMMISSIONERS

______________________________
K.O. Heck, Chair

______________________________
Cherryl Walker, Vice Chair

______________________________
Simon G. Hare, Commissioner

ATTEST:

______________________________
Recording Secretary

APPROVED AS TO FORM:

______________________________
M. Wally Hicks, Legal Counsel
SUNNY VALLEY SAND & GRAVEL COMPREHENSIVE PLAN AMENDMENT CHANGE

FROM

TO

Attachment A
SUNNY VALLEY SAND & GRAVEL ZONING MAP CHANGE

FROM

TO

Attachment B
Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

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

If sending documents electronically – send to both
wguinn@co.josephine.or.us and lmcelmurry@co.josephine.or.us

REVISED APRIL 2015

<table>
<thead>
<tr>
<th>Date Submitted to BCC</th>
<th>05/08/2015</th>
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<tbody>
<tr>
<td>Administration Workshop Meeting Date (Thursday)</td>
<td>05/14/2015</td>
</tr>
<tr>
<td>WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session</td>
<td>05/20/2015</td>
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AGENDA TITLE: 2015 Fund Exchange Agreement for Galice Road and Vine Street. ODOT Agreement No. 30690

Department/Contact Person (Include Title and Ext. #) | Debbie Carbajal, Sr. Department Specialist ext. 4433
Presenter (Include Name and Title) | Chuck DeJanvier, County Engineer and or Rob Brandes Public Works Director

Background information
Josephine County Public Works has been awarded Federal Fund exchange (reimbursement) in the amount of $513,415.77, for chip sealing Galice Road and an asphalt overlay on Vine Street for the traveling public’s safety.

Action you are requesting from the Board
Boards signatures
Reviewed by Finance Director (If yes, Finance’s signature required) | N/A
Reviewed by Legal Counsel (If yes, Legal’s signature required) | Yes
Reviewed by Information Technology (If yes, IT’s signature required) | N/A
Total Revenue, Cost, or Pass-Thru Funds to the County | $513,415.77 (pass through funds)
Notes or Special Instructions to BCC Staff | Upon the Boards signatures, please return one (1) original agreement back to Debbie Carbajal at Public Works, for return to ODOT for full execution.

<table>
<thead>
<tr>
<th>Title of Document(s) Submitted</th>
<th>Number of original documents submitted</th>
<th>Are all signatures on the documents? Y/N or BCC only</th>
<th>Are additional signatures needed? Y/N</th>
<th>Will a state or federal agency be signing the document? Y/N</th>
<th>Will additional signatures be received electronically? Y/N</th>
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<tr>
<td>2015 Fund Exchange Agreement for Galice Road and Vine Street. Agreement No. 30690</td>
<td>2</td>
<td>BCC only</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</table>

RECEIVED
P.U.
MAY - 8 2015

JOSEPHINE COUNTY

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
2015 FUND EXCHANGE AGREEMENT
Galice Road and Vine Street
Josephine County

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

RECITALS

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

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

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the Galice Road and Vine Street, hereinafter referred to as "Project."

2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.

3. To assist in funding the Project, Agency has requested State to exchange 2015 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

   $94 state for $100 federal

4. Based on this ratio, Agency wishes to trade $513,415.77 federal funds for $482,610.82 state funds.

5. The term of this Agreement will begin upon execution and will terminate two (2) years from execution date unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:

a. The federal funds transferred to State may be used by State at its discretion.

b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:

i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.

ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.

c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.

d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of $482,610.82. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.

e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.

f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.

i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed $482,610.82, including all expenses. Travel expenses will not be reimbursed.

j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.

k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.

l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.

B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.

iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on March 21, 2012, as a part of the 2012-2015 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on April 29, 2015.

Signature Page to Follow
JOSEPHINE COUNTY, by and through its elected officials

STATE OF OREGON, by and through its Department of Transportation

By ____________________________
Highway Division Administrator

Date ____________________________

By ____________________________
Region 3 Manager

Date ____________________________

By ____________________________
Agreement Coordinator

Date ____________________________

APPROVED AS TO LEGAL SUFFICIENCY

By ____________________________
Counsel

Date ____________________________

APPROVED AS TO LEGAL SUFFICIENCY

By ____________________________
Assistant Attorney General

Date ____________________________

Agency Contact:
Chuck DeJanvier, P.E.
County Engineer
201 River Heights Way
Grants Pass, OR 97527
541-747-5460
cdejanvier@co.josephine.or.us

State Contact:
Jeanette Denn
Agreement Coordinator
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3508
Jeanette.m.denn@odot.state.or.us
BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON

In the Matter of Declaring County-Owned Personal Property Not in Use for County Purposes as Surplus
Order No. 2015-014

WHEREAS, Josephine County has acquired certain personal property as described in Exhibits "1" attached hereto;

WHEREAS, the property has reached the end of its useful life, is not needed for County purposes and the Board of Commissioners has determined that it is in the best interest of the County to dispose of the property;

WHEREAS, the Josephine County Local Public Contracting Review Board Rules, adopted by Resolution 2005-017 on March 16, 2005, allow the County, to dispose of surplus property as follows:

1) DONATION: By donation to any nonprofit organization. LPCRB Rule 8.J.(1)(g);

3) PROPERTY WITH MINIMAL VALUE: Surplus property that has a value of less than $500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective. LPCRB Rule 8.J.(2);

NOW, THEREFORE, the Josephine County Board of Commissioners hereby orders:

1) The personal property listed in Exhibits "1" attached hereto, has reached the end of its useful life, is not needed for county purposes and is declared surplus property;

2) The personal property listed in Exhibit "1," attached hereto, shall be disposed of by donation to Southern Oregon Aspire, Inc.;

DATED: May 20, 2015.

Board of County Commissioners

K. O. Heck, Chair

Cherryl Walker, Vice Chair

Simon G. Hare, Commissioner

Order No. 2015-014 Page 1 of 1
Exhibit 1

OLD EQUIPMENT - LOCATED AT IT

**GATEWAY COMPUTERS**

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**DELL COMPUTERS**

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**MONITOR STANDS**

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**MISCELLANEOUS**

- 1 BOX OF BLANK VCR TAPES
- BAG OF POWER CORDS/VGA MONITOR CORDS
- 2 BOXES OF HARD DRIVES
- 1 BOX OF KEYBOARDS
- OLD USED DVDS
- OLD CELL PHONES
- BOX OF 3 SPEAKERS
- POWER CABLES

**OLD IT BUILDING EQUIPMENT - 200 NW D**

**DELL COMPUTERS**

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