

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

September 16, 2020, 9:00 a.m.

- 1. RECOGNITION OF EMPLOYEES:**
- 2. ADMINISTRATIVE ACTION(S) IN CONSIDERATION OF:**
 - a. Approval of Ratified Emergency Facilities and Land Use Agreement between Josephine County Parks at Lake Selmac and the USDA Forest Service for the Slater Fire Incident Command Post, Fire Camp and COVID Isolation**
- 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)*
 - General Discussion – September 1, 2020**
 - Legal Counsel Update – September 1, 2020**
 - Weekly Business Session – September 2, 2020**
 - General Discussion – September 3, 2020**
 - Legal Counsel Update – September 8, 2020**
 - b. Order No. 2020-038; In the Matter of Revision to Administrative Policies and Procedures for Josephine County for the Purpose of Conducting Business on a Daily Basis: Policy B-8; Contract Signing Authority**
- 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.

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 03/2020

INCIDENT AGENCY (name, address, phone number) USDA Forest Service Northern California Acquisitions Service Area 3644 Avtech Parkway, Redding, CA	Page 1 of 3 AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER: 129AC720K5158
OWNER (name, address, phone number-include day/night/cell) Josephine County Parks, Oregon 125 Ringuette Street Grants Pass, OR 97527 POINT OF CONTACT (if applicable): Sarah Garceau, Parks Director EMAIL: SGarceau@co.josephine.or.us PHONE: O: 541-474-5287 C: 541-659-4775 PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above, or _____ DUNS: 054961701 REGISTERED IN SAM.GOV: <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No County: Josephine State: OR	EFFECTIVE DATES a. beginning: 09/14/2020 b. ending: End of Incident INCIDENT NAME: Slater Fire INCIDENT NUMBER: CA-KNF-007035 RESOURCE ORDER NUMBER: S-212 MODIFICATION No/DATE: _____ MODIFICATION CO Initials: _____

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):
 SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE
 SERVICE DISABLED VETERAN PUBLIC ENTITY GOVERNMENT OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as the Slater fire Incident Command Post, Fire Camp, & COVID Isolation if needed.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

Lake Selmac, OR Recreational Area and Campground to include below areas:

- Mallard & Trout Area
- Eagle Loop Area
- Mallard Loop - RV & Tent Sites
 - See Attached detailed map – Blue Shaded Area

Bathrooms & Showers to remain closed and locked by park

Reeves Creek Road:

- 1 EA isolated Yurt Y1 - Stand Alone Enclosed Tent – Insulated Walls, No toilets – No bathrooms – COVID Isolation - \$50.00 / night – Yellow Dot on Map
- Public Open Parking Area near Osprey Loop – Not gated – No Charge – Forest Service reasonable for containment off entrance to the public – Weed Wash usage - Red Outlined Area

Aaron – LOGS Chief – FS – 530-518-0013

RATE: For each day that the land/facilities are used, the Government will pay the rate of \$2,450 or as indicated below. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$N/A, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$75,000. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout: See attached pricing detail. Josephine County Parks personnel shall be paid rate of \$35.00 per hour for camp support ONLY if requested by Aaron – LOGS Chief – FS – 530-518-0013 and verified via shift tickets.

UTILITIES AND SERVICES:

The above rate includes utility charges for the following: DIESEL GAS ELECTRICITY WATER TOILET SUPPLIES JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: N/A.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

- The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____.
- The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: N/A.

TERMS AND CONDITIONS: See attachment.

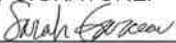
INSURANCE/ INDEMNIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Josephine County Parks from any and all claims, liabilities, losses, damages, charges, etc. The Contractor does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The Contractor will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
- This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html
- FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (JAN 2020)
- FAR 52.222-3 Convict Labor (June 2003)
- FAR 52.232-1 Payments (APR 1984)
- FAR 52.232-11 Extras (APR 1984)
- FAR 52.232-17 Interest (MAY 2014)
- FAR 52.232-25 Prompt Payment (JAN 2017)
- FAR 52.233-1 Disputes (MAY 2014) ALT I (DEC 1991)
- FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)
- FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)
- FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE: 	DATE: September 13, 2020	CONTRACTING OFFICER'S SIGNATURE: Gregory Cunningham <small>Date: 2020.09.13 17:40:07 -07'00'</small>	DATE: 13 Sep 20
PRINT NAME AND TITLE: Sarah Garceau Josephine County Parks Director	PHONE NUMBER: 541-474-5287	EMAIL: Sgarceau@co.josephine.or.us	PRINT NAME AND TITLE: Gregory Cunningham Contracting Officer
		PHONE NUMBER: 530-575-7569	EMAIL: Gregory.Cunningham@usda.gov

**Josephine County Parks
Lake Selmac**

Fire Camp - Facility Use

Area	Cost	Includes
Full	2400/day	
Mallard & Trout Area		15 FHU, 10 Tent, Trout and Bluegill Shelters, 6 Hourse Camp, Field. Approx. 31 acres
Eagle Area		12 Tent
Mallard Loop Only		15 FHU, 5 Tent, Bluegill Shelter. Showers Access (Small groups only!)

\$35/hour for staff costs if needed

Vault Toilets can remain open, but must be cleaned daily by Incident Agency. Must be pumped at end of contract.

Prices do not include supplies such as toilet paper, garbage liners, etc.

Showers and flush toilets will be locked. (can be discussed for inclusion for small groups only!)

Water must be brought into the park (surface water system cannot keep up with demand)

Yurt is not included in the contract

LAKE SELMAC

MAP FOR FIRE CAMP



● 1Y—YURT FOR COVID

● WEED WASH PARKING LOT

● FIRE CAMP GENERAL AREA



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

In the Matter of Revision to Administrative Policies and)
Procedures for Josephine County for the Purpose of)
Conducting Business on a Daily Basis: Policy B-8,)
Contract Signing Authority)

Order No. 2020 - 038

WHEREAS, the Board of Commissioners previously adopted by Order No. 2013-017, Josephine County Administrative Policy and Procedure B-8: *Contract Signing Authority*, effective April 10, 2013; and

WHEREAS, on March 9, 2016, pursuant to Order No. 2016-005, the Board of Commissioners repealed and replaced the Policy B-8: *Contract Signing Authority*; and

WHEREAS, the Board of County Commissioners now deems it necessary to modify the existing policy regarding *Contract Signing Authority* for Josephine County; now, therefore,

IT IS HEREBY ORDERED, that the Josephine County Board of Commissioners approves and adopts revisions to Administrative Policies and Procedures B-8: *Contract Signing Authority*, as represented in Exhibit 1 attached hereto. The revisions are effective as of September 16 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 16th day of September 2020

**JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

Darin Fowler, Chair

Daniel DeYoung, Vice-Chair

Lily Morgan, Commissioner

Josephine County
Administrative Policies & Procedures

Adopted:	April 10, 2013	Chapter B
Effective:	April 10, 2013	Financial/Budget
Revised:	March 9, 2016	Policy B-8
Revised:	September 16, 2020	

SUBJECT: Contract Signing Authority

1.0 **Purpose:** To establish County policy and procedure placing limitations on contract signing authority to protect the County from financial liability.

2.0 **General Policy:** Unless otherwise authorized by ordinance, Department Heads (Elected Officials and Managers) may sign contracts within their budget authority as listed in Section 4.0, as long as the contract price is within their authority for the current fiscal year budget, as adopted by the Board of Commissioners. All contracts must comply with all existing county policies, ordinances, and rules, as well as state and federal statutes and administrative rules. Contracts that have been signed without conforming to this policy are not binding on the County.

3.0 **Definitions**

- a. “Contract” – means any agreement to which the County is a party. Contracts include, but are not limited to: Intergovernmental Agreements, Memoranda of Understanding, grant agreements and contract amendments.
- b. “Contract Price” – means the total amount of money paid or estimated to be paid under a contract, whether paid to or by the County, over the entire term of the contract.
- c. “Department Head” – means Elected Officials and those County employees appointed by the Board of Commissioners to manage a County Department.
- d. “Commissioner Liaison” – means the Commissioner selected by the Board of County Commissioners to serve as liaison between the full Board of Commissioners and a County Department.
- e. “Intergovernmental Agreement (IGA)” – means contracts with other governmental entities.
- f. “Registered Entity” – means any form of business that is formally registered with the Oregon Secretary of State and is currently in good standing with that agency.

4.0 **Policy Guidelines/Procedures**

- a. Contracts valued at \$10,000 or less: Department Heads may sign on behalf of the

County if the total amount of the contract price does not exceed \$10,000.

- b. Contracts valued at \$10,001 to \$50,000: Department Heads may sign after obtaining approval from the department's Commissioner Liaison. The Board Chair shall have approval authority for departments that report to the full Board. Departments shall notify the full Board of contracts through the Finance Enterprise system.
- c. Contracts valued at \$50,001 or more: Unless prohibited by the terms of the contract, Department Heads may sign after obtaining formal approval from the Board of Commissioners during a public meeting, the minutes of which shall reflect the Board's approval.
- d. Applications for grant funds: Commissioner Liaison approval is required if more than \$10,000 in matching funds or expenditure will be required from the County. Department Heads may sign grant agreements of any value that are accounted for and directly addressed in the current fiscal year budget. Departments must input all grant applications and awards into the Finance Enterprise system.
- e. Legal Review: Prior to signing the following contracts, Department Heads must obtain confirmation of review from the Legal Counsel's office unless specifically exempted by the Board of Commissioners:
 - 1. All contracts that exceed \$10,000 in value;
 - 2. All contracts and agreements involving the County that transfer, identify, establish or discuss an interest in real estate;
 - 3. All sample contracts that are employed as part of a process for soliciting bids.

Contracts that are exempt from Legal Review include, but are not limited to:

- 1. Work Orders and Change Orders that are made pursuant to an approved Master Agreement;
 - 2. Contracts below \$10,000 in value that are for the temporary use of County property or facilities, and that are drafted on unaltered forms that the Legal Counsel has approved;
 - 3. Contracts for the lease of airport hangars that are drafted on unaltered forms that the Legal Counsel has approved.
- f. Contracts can be made only with individual persons or Registered Entities.
 - g. All contracts must be provided to the County Finance Office for auditing purposes.
 - h. Notice: Notice is hereby given that any person who signs a contract that exceeds that person's signing authority may be held personally responsible for any and all contract liability. The Board of Commissioners expressly reserves the right to

repudiate any contract that is signed outside the scope of any individual signing authority.

Josephine County
Administrative Policies & Procedures

Adopted:	April 10, 2013	Chapter B
Effective:	April 10, 2013	Financial/Budget
Revised:	March 9, 2016	Policy B-8
Revised:	September 16, 2020	

SUBJECT: Contract Signing Authority

1.0 **Purpose:** To establish County policy and procedure placing limitations on contract signing authority to protect the County from financial liability.

2.0 **General Policy:** Unless otherwise authorized by ordinance, Department Heads (Elected Officials and Managers) may sign contracts within their budget authority as listed in Section 4.0, as long as the contract price is within their authority for the current fiscal year budget, as adopted by the Board of Commissioners. All contracts must comply with all existing county policies, ordinances, and rules, as well as state and federal statutes and administrative rules. Contracts that have been signed without conforming to this policy are not binding on the County.

3.0 **Definitions**

- a. “Contract” – means any agreement to which the County is a party. Contracts include, but are not limited to: Intergovernmental Agreements, Memoranda of Understanding, grant agreements and contract amendments.
- b. “Contract Price” – means the total amount of money paid or estimated to be paid under a contract, whether paid to or by the County, over the entire term of the contract.
- c. “Department Head” – means Elected Officials and those County employees appointed by the Board of Commissioners to manage a County Department.
- d. “Commissioner Liaison” – means the Commissioner selected by the Board of County Commissioners to serve as liaison between the full Board of Commissioners and a County Department.
- e. “Intergovernmental Agreement (IGA)” – means contracts with other governmental entities.
- f. “Registered Entity” – means any form of business that is formally registered with the Oregon Secretary of State and is currently in good standing with that agency.

4.0 **Policy Guidelines/Procedures**

- a. Contracts valued at \$10,000 or less: Department Heads may sign on behalf of the County if the total amount of the contract price does not exceed \$10,000.

- b. Contracts valued at \$10,001 to \$50,000: Department Heads may sign after obtaining approval from the department's Commissioner Liaison. The Board Chair shall have approval authority for departments that report to the full Board. Departments shall notify the full Board of contracts through the Finance Enterprise system.
- c. Contracts valued at \$50,001 or more: Unless prohibited by the terms of the contract, Department Heads may sign after obtaining formal approval from the Board of Commissioners during a public meeting, the minutes of which shall reflect the Board's approval.
- d. Applications for grant funds: Commissioner Liaison approval is required if more than \$10,000 in matching funds or expenditure will be required from the County. Department Heads may sign grant agreements of any value that are accounted for and directly addressed in the current fiscal year budget. Departments must input all grant applications and awards into the Finance Enterprise system.
- e. Legal Review: Prior to signing the following contracts, Department Heads must obtain confirmation of review from the Legal Counsel's office unless specifically exempted by the Board of Commissioners:
 - 1. All contracts that exceed \$10,000 in value;
 - 2. All contracts and agreements involving the County that transfer, identify, establish or discuss an interest in real estate;
 - 3. All sample contracts that are employed as part of a process for soliciting bids.

Contracts that are exempt from Legal Review include, but are not limited to:

- 1. Work Orders and Change Orders that are made pursuant to an approved Master Agreement;
 - 2. Contracts below \$10,000 in value that are for the temporary use of County property or facilities, and that are drafted on unaltered forms that the Legal Counsel has approved;
 - 3. Contracts for the lease of airport hangars that are drafted on unaltered forms that the Legal Counsel has approved.
- f. Contracts can be made only with individual persons or Registered Entities.
 - g. All contracts must be provided to the County Finance Office for auditing purposes.
 - h. Notice: Notice is hereby given that any person who signs a contract that exceeds that person's signing authority may be held personally responsible for any and all contract liability. The Board of Commissioners expressly reserves the right to repudiate any contract that is signed outside the scope of any individual signing authority.