

BEFORE THE DOUGLAS COUNTY BOARD OF COMMISSIONERS
CHAIR: Chris Boice Commissioner Tim Freeman Commissioner Tom Kress
Douglas County Courthouse, Room 216, Roseburg, Oregon
BUSINESS MEETING AGENDA – September 11th, 2024 – 9:00 a.m.

PLEDGE OF ALLEGIANCE

1. PLANNING DEPARTMENT – PUBLIC HEARING – Co-Adoption of Amendments to Roseburg UGB, and Amendments to County Comprehension Plan and Zoning Maps, and Urban Growth Management Agreement (UGMA) (Joshua Shaklee)

Co-adoption of the City of Roseburg Urban Growth Boundary (UGB) Exchange and application of County Comprehensive Plan and Zoning designations on the 91.5 acre “Atkinson Site” and the 198.5 acre “Serafin Site” to be removed from the (UGB) and City Limits, and the application of County zoning on land to be added to the UGB in the Charter Oaks area. This also amends the Urban Growth Management Agreement (UGMA) between the City of Roseburg and Douglas County.

2. CONSENT AGENDA - All items listed are considered routine and will be enacted by one motion.

- **Information Technology** – Letter of Concurrence to the FCC to allow a Douglas County Frequency (155.850MHz) to be shared with Linn County.
- **Juvenile Department** – First (1st) Extension of Contract #30002073 with Douglas County Children’s Center dba Douglas Cares for the Criminal Justice Commission Reinvestment Program Grant. New grant period of 7/1/24 – 6/30/25 in the amount of \$46,861.24. (No change in funding)
- **Park’s Department** – Three (3) vacancies exist on the Parks Advisory Board due to the expired terms of Jerry Chartier, Troy Wilder, and Jeana Beam. Recommendation for their reappointments, with new term expiration dates of 12/30/2028.
- **Public Works/Fleet Department** – Budget Adjustment Request – Transfer of \$336,679.08 from FY23/824 to FY24/25, and the transfer of \$137,939.86 from capital outlay for a total of \$474,618.94 to be used for the purchase of vehicles and heavy equipment.
- **Public Works/Ops & Maintenance** - Extension of Contract with AB Hinderlie Construction for construction of the equipment storage facility on Rifle Range Road. Extends the contract until October 31, 2024.

3. Citizen’s Questions/Comments on Agenda Items Only*

4. JUVENILE DEPARTMENT – Intergovernmental Agreement (Aric Fromdahl)

Intergovernmental Agreement between Douglas County and Curry County for the detention of Juvenile offenders to be placed in the Douglas County Detention Center. Curry County to pay \$120/bed/day. Curry County shall also pay upon request any sums required by this Agreement, including but not limited to the costs of emergency services and non-routine expenses.

5. LAND DEPARTMENT – Lease Amendment (Tony Page)

First (1st) Amendment to DAS Lease #1922 between Douglas County and the State of Oregon, acting by and through its Department of Transportation, Driver, and Motor Vehicle Services Division. (DMV) This Amendment extends the term of the lease to 11/30/24 and includes one (1) additional two-year extension term, further extending the lease to 11/30/26. DMV shall pay \$2,280.94 per month for the 12/1/24 – 11/30/25 lease period and \$2,349.37 per month for the 12/1/25 – 11/30/2026 lease period.

*To view the live stream: <https://video.ibm.com/channel/douglascountyoregon>. In compliance with ORS 192.610-690, anyone who wishes to submit public comment related to agenda items can do so: (1) In person, (2) by email – Jennifer.Miller@douglascountyor.gov, or virtual - Microsoft Teams - Meeting ID 213 085 216 893 (Passcode – 5uRovz).

6. PARKS DEPARTMENT – Agreement (Mark Wall)

License to Use Agreement between Douglas County and Roseburg Rotary Club for the Festival of Lights to use a defined portion of River Forks Park from 10/1/24 – 02/28/25.

7. PUBLIC WORKS DEPARTMENT – Intergovernmental Agreement (Scott Adams)

Agreement between Douglas County and Oregon Department of Transportation (ODOT) for the State to provide Right of Way Services for the Garden Valley at Melrose Rd Project. The State of Oregon will contribute \$165,672 in funding, with a County Match requirement of 10.27%. This Intergovernmental Agreement is effective through 12/31/2028.

8. PUBLIC WORKS DEPARTMENT/Engineering – Contract Modification (Scott Adams)

Third (3rd) Extension and Modification of Contract #30000874 with David Evans & Associates, Inc. for the McCullough Creek Bridge Replacement Project. This will extend the contract to 12/31/2026 and add Phase 3 – Construction Contract Administration & Construction Engineering. Total contract amount increases \$499,738.96, from \$518,376.91 to \$1,018,115.87.

9. SALMON HARBOR – Contract (Commissioner Boice for Jim Zimmer)

Contract #30002326 between Douglas County and The Dutra Group for dredging work to be completed at the Salmon Harbor Marina Transient Dock. This project was previously approved by the Local Contract Review Board (LCRB) to directly contract with the USCG's contractor.

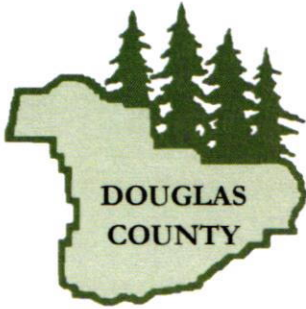
10. SOLID WASTE DEPARTMENT – Agreement (Nick Frisinger)

Assignment of Solid Waste Collection Franchise Agreement between Douglas County, Camas Valley Disposal, and Camas Valley Disposal 2, LLC. This is a result of Camas Valley Disposal declaring intent to transfer the franchise to new owners of Camas Valley Disposal 2.

11. COMMISSIONER COMMENTS

12. ADJOURNMENT

*To view the live stream: <https://video.ibm.com/channel/douglascountyoregon>. In compliance with ORS 192.610-690, anyone who wishes to submit public comment related to agenda items can do so: (1) In person, (2) by email – Jennifer.Miller@douglascountyor.gov, or virtual - Microsoft Teams - Meeting ID 213 085 216 893 (Passcode – 5uRovz).



**DOUGLAS COUNTY
BOARD OF COMMISSIONERS**

CHRIS BOICE TIM FREEMAN TOM KRESS

Douglas County Courthouse, Room 217
1036 SE Douglas Avenue, Roseburg, Oregon 97470

For Immediate Release 9-06-2024

***** MEETING NOTICE*****

Douglas County Board of Commissioners Meeting

**NEXT MEETING
September 11th, 2024, 9:00am**

(Douglas County, Ore.) Douglas County Commissioners Chris Boice, Tim Freeman, and Tom Kress are pleased to inform the public that the next meeting of the Douglas County Board of Commissioners will take place on Wednesday, September 11th at 9:00 am in Room 216 of the Douglas County Courthouse located at 1036 SE Douglas Avenue in Roseburg, Oregon.

For additional information about this meeting, please contact the Douglas County Board of Commissioners by calling (541) 440-4201 or email at BOC.Assistants@douglascountyor.gov. The meeting agenda can be found at <https://douglascounty-oregon.us/> at least 24 hours prior to the meeting.

In compliance with ORS 192.610-690, anyone who wishes to submit public comment related to agenda items can do so: (1) In person, (2) by email @ Jennifer.Miller@douglascountyor.gov or Join Microsoft Teams Meeting ID 213 085 216 893 (Passcode – 5uRovz). To view the live stream or post meeting recording, please visit: <https://video.ibm.com/channel/douglascountyorregon>.

Douglas County attempts to provide public accessibility to its services, programs, and activities. Please contact the Douglas County Board of Commissioners located in Room 217 of the Douglas County Courthouse, located at 1036 SE Douglas Avenue in Roseburg, Oregon, or call Jennifer Miller at (541) 440-4201, prior to the scheduled meeting time if you need an accommodation.

➔ Information (541) 440-4201

PUBLIC HEARING

BEFORE THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, OREGON

AN ORDINANCE JOINTLY ADOPTING AMENDMENTS TO THE CITY OF]
ROSEBURG URBAN GROWTH BOUNDARY, APPLYING]
DOUGLAS COUNTY ZONING AND COMPREHENSIVE PLAN]
DESIGNATIONS TO LANDS REMOVED FROM CITY LIMITS AND]
URBAN GROWTH BOUNDARY, AND AMENDING THE URBAN]
GROWTH MANAGEMENT AGREEMENT]
PLANNING DEPARTMENT FILE NO. 24-015]

NO. 2024- 0901

WHEREAS, Douglas County entered into an Urban Growth Management Agreement (UGMA) with City of Roseburg under which both parties have mutually agreed to coordinate Land Use Actions and Comprehensive Plan Amendments for the Roseburg Urban Growth Area, defined as the area between Roseburg City Limits and the Roseburg Urban Growth Boundary (UGB); and,

WHEREAS, the City of Roseburg adopted amendments to the City Urban Growth Boundary (UGB) under Ordinance #3604 to exclude real property described in Exhibit A and Exhibit B, attached hereto and incorporated herein; and,

WHEREAS, properties described in Exhibit A and Exhibit B have also been removed from the City of Roseburg City Limits and must therefore receive Douglas County Zoning Map and Comprehensive Plan Map designations; and,

WHEREAS, Douglas County real property described on Exhibit A, attached hereto and incorporated herein, shall be assigned a Rural Residential-5 (RR-5) comprehensive plan designation and (5R) Rural Residential 5 zoning; and,

WHEREAS, Douglas County real property described on Exhibit B, attached hereto and incorporated herein, shall be assigned a combination of Rural Residential-5 (RR-5) plan designation and (5R) Rural Residential 5 zoning designation, along with a portion designated as Farm Forest Transitional (FFT) plan designation with a (FF) Farm Forest zoning designation; and,

WHEREAS, real property described in Exhibit C shall be added to the City of Roseburg UGB and shall receive a SR (Suburban Residential) and PR (Public Reserve) zoning designations; and,

WHEREAS, the above described amendments to the City of Roseburg UGB necessitate amendments to the City of Roseburg/Douglas County Urban Growth Management Agreement, to include Charter Oaks in Subarea 2 of the agreement, and to amend scrivener errors and update revised code references or inaccurate information as provided in Exhibit G, attached hereto and incorporated herein; and,

WHEREAS, the City of Roseburg submitted an application to the Douglas County Planning Department addressing applicable code in ORS 222 - "Boundary Changes, Annexations,

Withdrawals", OAR 660-024 - "Urban Growth Boundaries", Oregon Statewide Planning Goals, and Douglas County Comprehensive Plan Policies; and,

WHEREAS, on May 6, 2024, the Douglas County Planning Commission held a public hearing jointly with the City of Roseburg Planning Commission, and unanimously recommended that amendments to the City of Roseburg UGB, the Douglas County Comprehensive Plan and Zoning Maps, and the UGMA be adopted by the Douglas County Board of Commissioners; and,

WHEREAS, on September 11, 2024, the Douglas County Board of Commissioners, after reviewing the recommendation of the Planning Commission, conducted a public hearing and co-adopted amendments to the City of Roseburg UGB and the UGMA between the City of Roseburg and Douglas County and approves amendments to the Douglas County Comprehensive Plan and Zoning Maps as described above.

THE DOUGLAS COUNTY BOARD OF COMMISSIONERS ORDAIN AS FOLLOWS:

SECTION 1. The foregoing findings are hereby approved and incorporated herein.

SECTION 2. The subject properties legally described in Exhibit A and Exhibit B, attached hereto and incorporated herein, are hereby removed from the City of Roseburg UGB.

SECTION 2. The Douglas County Comprehensive Plan and Zoning Map for real property described in Exhibit A are hereby amended to apply a Rural Residential-5 (RR-5) plan designation and (5R) Rural Residential 5 zoning designation, as shown in Exhibit D.

SECTION 2. The Douglas County Comprehensive Plan and Zoning Map for real property described in Exhibit B, are hereby amended to apply a combination of Rural Residential-5 (RR-5) plan designation and (5R) Rural Residential 5 zoning designation, along with a portion designated as Farm Forest Transitional (FFT) plan designation with a (FF) Farm Forest zoning designation, as shown in Exhibit E.

SECTION 3. The subject properties legally described in Exhibit C, attached hereto and incorporated herein, are hereby added to the City of Roseburg UGB and shall receive a SR (Suburban Residential) and PR (Public Reserve) zoning designations, as shown in Exhibit F; and,

SECTION 4. The UGB Amendment, Comprehensive Plan Map Amendment, and Zoning Map Amendment, have been processed pursuant to the UGMA between the City of Roseburg, Oregon and Douglas County.

SECTION 5. The UGB Amendment meets the requirements of OAR 660-012, OAR 660-24, and adopted Statewide Planning Goals.

SECTION 6. The Board of Commissioners adopts as its own the Findings of Fact and Decision Document of the City of Roseburg City Council dated August 12, 2024 and incorporates that document herein as shown in Exhibit H.

SECTION 7. The Comprehensive Plan Amendment and Zoning Map Amendment shall be filed in the County Court Journal, and the Douglas County Comprehensive Plan and Zoning Maps shall be changed accordingly.

DATED this 11th day of September, 2024

BOARD OF COUNTY COMMISSIONERS OF
OF DOUGLAS COUNTY

Chris Boice, Chair

Tim Freeman, Commissioner

Tom Kress, Commissioner

REVIEWED AS TO FORM

By Tiffany Podusnik
Office of County Legal Counsel

Date: Sept. 9, 2024

EXHIBIT A

A tract of land being all of PARCEL 2 of Partition Plat 2015-0016 located in the Southwest and Southeast Quarters of Section 2, and the Northwest and Northeast Quarters of Section 11, Township 27 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, more particularly described as follows:

All of said PARCEL 2.

Consent Agenda Item(s)

REQUEST FOR CONCURRENCE

From

Linn, County of

To: KD49805
Douglas County Emergency Communications 911
1036 SE Douglas, Room 123
Roseburg, OR 97470
ATTN Ryan Mosczynski

Date: August 14, 2024

We, **Linn, County of** have applied for a new VHF repeater on **155.850 MHz**. We understand that you currently operate Mobile radios on co-channel **155.850 MHz**.

FCC rules provide for shared use of the frequency spectrum with co-channel users and the procedures to follow. One of these procedures is to obtain a Letter of Concurrence (LOC) from a current licensed agency. Further, per FCC rules, a response to the request is required within 20 days of receipt of request for concurrence. The response may be affirmative or negative.

Further, it is our understanding that should any interference problems arise as a result of **Linn, County of** using **155.850 MHz** that **Linn, County of** will take any and all responsibility for correcting the problem immediately. This responsibility would include any cost or actions necessary to correct the interference problem up to and including moving to a different frequency.

With these provisions, we APPROVE _____ OBJECT _____

to **Linn, County of** using this frequency.

If OBJECT, reason for objection. _____

Authorized Signature: _____

Dated: _____ Title: _____

Address: _____

Please return this form to or for more information,
Radio Licensing Services
Attn: Breanna Kayate
PO Box 22161
Milwaukie, OR 97269
503-659-1240

REVIEWED AS TO FORM

By Tiffany Padellaro
Office of County Legal Counsel
Date 9/5/2024

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

By _____
Chair

By _____
Commissioner

By _____
Commissioner

Date _____

FIRST EXTENSION OF CONTRACT NO. 30002073

This first extension of contract ("first extension") is made on the ___ day of _____ 2024, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("County") and DOUGLAS COUNTY CHILDREN'S CENTER dba DOUGLAS CARES ("Contractor").

On or about March 22, 2024, County and Contractor entered into a contract filed in the Douglas County Court Journal on March 22, 2024, under recording No. CJ 2024-0277 ("original contract"). The original contract and this first extension together shall be referred to as "this agreement."

IT IS HEREBY AGREED:

- 1. **EXTENSION:** The original contract term is extended to June 30, 2025, subject to early termination as otherwise provided.
- 2. **PAYMENT:** The maximum payment amount to Contractor under this agreement for the July 1, 2024 to June 30, 2025 fiscal year shall be \$46,861.24.
- 3. **INSURANCE:** Current insurance certificates and endorsements that satisfy this agreement are attached hereto.
- 4. **ENTIRE AGREEMENT:** Except as modified herein, the terms and conditions of the original agreement shall apply.

CONTRACTOR

By *[Signature]*
 Print Name Sarah Wickersham
 Title Executive Director
 Date 9/9/24

DOUGLAS COUNTY BOARD OF COMMISSIONERS

By _____
 Chair
 By _____
 Commissioner
 By _____
 Commissioner
 Date _____

REVIEWED AS TO CONTENT

By *[Signature]*
 County Department Head
 Date 09/09/2024

REVIEWED AS TO FORM

By *[Signature]*
 Office of County Legal Counsel
 Date 09.09.2024

Budget Adjustment Request or Personnel Rule Exception Request Form



Date: _____

Department: Public Works

Contact Person: SCOTT ADAMS

Ext: _____

The following information is required before submitting a budget adjustment request or personnel rule exception request to Management and Finance or Human Resources. **At the direction of the Board of Commissioners, this information must be completed prior to submitting to the Board for consideration.** The Department Head is responsible for completing this information.

1. Detailed Request

Include detailed explanation of request including the operational impact, reasoning behind request, cost estimates, cite personnel rule number (if requesting exception) and any other information needed for Commissioners to make an informed decision.

BUDGET ADJUSTMENT: FLEET SERVICES	
CAPITAL OUTLAY #62008000	
ACCOUNT #830000 VEHICLES AND HEAVY EQUIPMENT	
ORIGINAL AMOUNT OF \$384,536.00 ADJUSTED TO \$859,154.94	
ABOVE EXPENDITURES WILL BE RECOVERED BY FUNDS COLLECTED FROM OTHER DEPARTMENTS	
FY23/24 DCSO PATROL TRUCK PURCHASE AND BUILDS DELAYED DUE TO FACTORY.	
REPLACEMENT OF ONE PATROL CAR BEING SOLD BACK TO MANUFACTURE.	
REPLACEMENT OF ONE PATROL CAR TOTALED IN ACCIDENT.	
TOTAL	\$474,618.94

2. Financial Impact (initial a or b, complete c)

- a. _____ This request can be absorbed within my existing budget (initial i or ii)
- i _____ Within the existing expenditure category
 - ii _____ Within another expenditure category. Specify _____
- b. This request cannot be absorbed within my existing budget (initial i or ii)
- i I have additional revenues that will pay for this request. Specify BILLED REVENUES
 - ii _____ I do not have additional revenues to pay for this request
- c. Describe how this request will impact future budget years _____

3. Liaison Commissioner Support to forward to M&F and HR for review and comment.

Initial MA Date: 9/4/21 (or attach email)

4. A. Management and Finance Comments [If applicable]

Finance staff review/comments:

I have no issues with this request. DW 09-05-24

B. Human Resources Comments [If applicable]

Human Resources Comments:

5. Liaison Commissioner Approval for routing to the full Board:

Initial W Date 9/5/24

Remaining Commissioner Approvals to place items on Agenda:

Initial JR Date: 9-5-24

Initial CTB Date: 9-5-24

SECOND EXTENSION OF CONTRACT NO. 30002137


This second extension of contract ("second extension") is made on the ___ day of _____ 2024, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("County") and AB HINDERLIE CONSTRUCTION ("Contractor").

On or about May 1, 2024, County and Contractor entered into a contract, filed in the Douglas County Court Journal on May 1, 2024, under recording No. CJ 2024-0447 ("original contract"). The parties then entered into a first extension of contract, filed in the Douglas County Court Journal on June 12, 2024, under recording No. CJ 2024-0628 ("first extension"). The original contract, first extension and this second extension together shall be referred to as "this agreement."

IT IS HEREBY AGREED:

- 1. **EXTENSION:** The term of this agreement is extended to October 31, 2024, subject to early termination as otherwise provided.
- 2. **ENTIRE CONTRACT:** Except as modified herein, the terms and conditions of the original contract and all prior modifications and extensions shall apply.

CONTRACTOR


By 
Print Name Aron Hinderlie
Title Owner
Date 8/27/2024

REVIEWED AS TO CONTENT

By 
County Department Head
Date 8/29/2024

DOUGLAS COUNTY BOARD OF COMMISSIONERS

By _____
Chair
By _____
Commissioner
By _____
Commissioner
Date _____

REVIEWED AS TO FORM
E By 
Office of County Legal Counsel
Date 9/5/24
Date _____

Agenda Item #4

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DOUGLAS COUNTY AND CURRY COUNTY
FOR DETENTION OF JUVENILE OFFENDERS**

This Intergovernmental Agreement Between Douglas County and Curry County for Detention of Juvenile Offenders ("Agreement") is made by and between Douglas County, a political subdivision of the State of Oregon, and Curry County, a political subdivision of the State of Oregon, each acting through its duly elected board of commissioners and juvenile department director.

RECITALS:

A. Douglas County operates a juvenile detention center that opened in 2001 and is referred to in this Agreement as "the detention center." Douglas County anticipates that during the current fiscal year, the detention center will have housing space not required by Douglas County for the incarceration of juvenile offenders lawfully in its custody. Curry County desires to detain in a humane and secure environment certain male and female juvenile offenders. In order to partially offset its maintenance costs for operation of the detention center while maintaining adequate space for its own needs, Douglas County is willing to make the desired bed space available to Curry County in accordance with this Agreement.

B. This Agreement does not concern or affect the housing of adult offenders.

C. A "juvenile offender" means a person younger than eighteen years of age who is alleged to have committed an act that is a violation, or, if committed by an adult, would constitute a violation, of a law or ordinance of the United States, a state, a county, or a city. For purposes of this Agreement, "juvenile offender" also means a person who is alleged to have committed a crime pursuant to Oregon Revised Statutes (ORS) 137.707, and also a person under eighteen years of age who has been waived into adult court pursuant to ORS 419C.430.

D. This Agreement is adopted by Douglas County and Curry County under authority of ORS 203.010, which allows a county to make all necessary contracts, and ORS 190.010, which allows one county to perform services under contract for another county.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS, AND CONDITIONS STATED BELOW, DOUGLAS COUNTY AND CURRY COUNTY AGREE AS FOLLOWS:

////

////

1. Douglas County shall perform as follows:

a. Admission Services.

(1) Subject to the conditions stated in this Agreement, any juvenile offender of either sex shall be admitted upon placement by an authorized member of the Curry County Juvenile Department or its designee or upon order of any court of competent jurisdiction requiring detention of such juvenile offender.

(2) Beginning upon execution of this agreement, Douglas County will reserve for the exclusive use of Curry County on a continuous 24-hours-per-day basis one bed in the detention center for juveniles who qualify for placement. The cost of bed space is set forth in Subsection 3.a., below.

(3) To the extent that additional bed space is available in excess of one bed space, as determined by Douglas County in its sole discretion, Douglas County may offer the additional bed space to Curry County, which will have the right of first refusal on the beds. If, while Curry County is using bed space pursuant to this Subsection (3), Douglas County determines that it requires the bed space for its own use, Curry County shall be required to vacate any beds in excess of the one reserved bed referred to in Subsection 1.a.(2), above.

b. Supervision Services.

(1) Placed juveniles admitted under this Agreement shall receive the quality, level, and manner of care and supervision by Douglas County as Douglas County furnishes to detained juveniles placed from within Douglas County.

(2) No emergency services shall be required of Douglas County by this Agreement; however, if Douglas County determines, in its sole discretion, that a need for emergency services of any kind exists, the determination shall control, and Douglas County is hereby authorized by Curry County to secure such services as Douglas County deems necessary. Douglas County will provide Curry County notice of such services as soon as reasonably practicable. Curry County shall reimburse Douglas County for any emergency services expenses over and above the base charge established in Section 3 of this Agreement.

c. Release Services. Douglas County shall release juveniles placed under this Agreement only upon notification by persons authorized by the Curry County Juvenile Department Director and/or staff or pursuant to court order; provided, however, that Douglas County, upon written notice to the Curry County Juvenile Department, may act to require release of any juvenile offender who Douglas County reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this Agreement is intended to relieve Curry County of its duty to monitor the duration of a juvenile offender's detention.

2. Curry County shall perform as follows:

a. Written Statement of Custody Basis. The Curry County Juvenile Department shall provide a written statement to Douglas County for each juvenile detailing the basis for custody and the length of sentence applicable. Any applicable court order or detainer shall be attached to the written statement.

b. Authorization to Act. Curry County shall identify for Douglas County persons authorized to act under this Agreement on behalf of the Curry County Juvenile Department. Curry County shall obtain, as required by the Oregon Juvenile Code, such designations and permissions as shall permit implementation of this Agreement. The Curry County Juvenile Department shall provide Douglas County with a list of persons permitted to visit a juvenile offender housed in the detention center and the names and addresses of the juvenile offender's attorney and legal guardian(s).

c. Transportation. Curry County shall be responsible for providing all transportation to and from the detention center at no expense to Douglas County.

d. Release Information. Curry County shall provide any required written evidence of authorization or other reports necessary to release any juvenile offender placed under this Agreement.

e. Reimbursement for non-routine expenses. Curry County shall promptly reimburse Douglas County for any expenses reasonably incurred in providing care for and supervision of juvenile offenders placed under this Agreement that exceed the level of care and supervision customarily provided to juvenile offenders placed in the detention center from within Douglas County. Expenses to which this reimbursement obligation apply shall include, but not be limited to, psychological or psychiatric assessment and treatment, including counseling; prescription medication; tutoring and educational services not customarily provided to the detention center's general population; special clothing, footwear, or other apparel; personal protective equipment or devices; prosthetics or similar equipment, devices and services; vision correction equipment, devices, and services; hearing assistance equipment, devices, and services; dental and orthodontic equipment, devices, and services; medical equipment, devices, supplies, and services beyond basic medication administration and on-site basic First Aid; and transportation costs reasonably incurred by Douglas County in obtaining and providing any of the foregoing equipment, devices, supplies, and services. Transportation costs shall be reimbursed as described in Section 3.c., below.

f. Counseling services. Curry County shall provide all pre-adjudicative and post-adjudicative counseling services for juvenile offenders placed with Douglas County under this Agreement and shall provide such notification as may be

required to the parents or legal guardians of placed juvenile offenders prior to placement with Douglas County.

g. Payment. Curry County shall promptly pay Douglas County any amounts due as set forth in Section 3 herein.

h. Court Orders. Curry County shall promptly provide to Douglas County in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed juvenile offender.

i. Removal of Juvenile Offenders. Curry County shall remove any placed juvenile that Douglas County determines, in its sole discretion, to be a substantial risk to the security or safety of the detention center on 24 hours' notice from Douglas County. This obligation shall include transporting the removed juvenile offender.

3. Cost.

a. Cost. From the date of execution of this agreement to June 30, 2025, the cost to Curry County shall be \$120.00 per bed day.

b. Intentionally omitted.

c. Other Costs. Curry County shall pay upon demand by Douglas County any sums required by this Agreement, including but not limited to the costs of emergency services and non-routine expenses. Douglas County shall bill Curry County for the additional services by sending Curry County an invoice setting forth the date(s), service(s) provided, and name(s) of the juvenile offender(s) for whom the services were rendered. Curry County shall remit payment for the additional services within 30 days of receipt of such invoice.

d. Definition of "Bed Day". A "bed day" is considered to be any day during which a juvenile offender is in residence at the detention center, regardless of the actual number of hours the juvenile is in residence.

4. Liability and indemnification. The parties understand and agree that Douglas County officers, employees, and agents acting pursuant to this Agreement are not agents, as that term is used in ORS 30.265, of Curry County. If Douglas County is sued for wrongful detention of any person held in custody or transported by Douglas County for Curry County under this Agreement, Curry County shall be responsible for paying any judgment(s) against Douglas County, and for any and all costs, disbursements, and attorney fees reasonably incurred by Douglas County in responding to the lawsuit prior to trial, at trial, and on appeal, except to the extent that the wrongful detention is the result of the sole negligence of Douglas County. To the fullest extent allowed by law, Curry County shall indemnify, defend, and hold

harmless Douglas County and the officers, employees, and agents of Douglas County from and against any and all claims by third parties, including government agencies, for negligent, wrongful, or unlawful acts or omissions by Curry County and its officers, employees, contractors, and agents occurring in connection with the performance of or failure to perform this Agreement. Curry County shall not be responsible for the negligent or wrongful acts or omissions of Douglas County.

5. Insurance.

5.1 While this Agreement is in effect, Curry County shall keep in effect the following forms of insurance:

5.1.1 A commercial general liability insurance policy.

5.1.2 A comprehensive automobile liability insurance policy.

5.1.3 Workers' compensation insurance as required by ORS 656.017.

5.2 Liability coverage must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act (ORS 30.260 to 30.302) with minimum coverage as follows:

5.2.1 Commercial general liability limits of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

5.2.2 Automobile liability limits of at least \$1,000,000 combined single limit per accident.

5.3 Insurance required by Subsection 5.1.1 and 5.1.2 must provide "occurrence" coverage and must name Douglas County and its officers, employees, and agents as additional insured.

5.4 Curry County shall provide to Douglas County certificates of insurance for coverage required by this section. If the insurance certificate(s) require an endorsement in order for Douglas County to be an additional insured, then Curry County shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions. Curry County shall provide renewal certificates to Douglas County at least ten (10) days prior to expiration.

5.5 Insurance required of Curry County shall be primary with respect to the interest of Douglas County, whose insurance shall be excess.

5.6 Policies must include provisions requiring that the insurer provide Douglas County advance written notice of cancellation or reduction of Curry County's insurance coverage. In addition, Curry County itself shall provide immediate written notice to County of any changes in its liability insurance coverage while this Agreement is in force, including but not limited to reduction in coverage and changes of insurer(s).

6. Effective Date of Agreement; termination for convenience by either party.

This Agreement shall be effective from the date on which it has been executed by both parties and shall continue in force until terminated by one of the parties or by mutual agreement. Each party to this Agreement shall have the right to terminate the Agreement for its convenience upon providing 30 days' advance written notice to the other party. Curry County shall be responsible for payment of all costs that have accrued prior to termination.

7. Compliance with applicable laws. The parties shall comply with all applicable laws, including, without limitation, federal and state civil rights and privacy laws. If in performing this Agreement it becomes apparent that communication of individually identifiable health information or other confidential information of which the use and disclosure is regulated or restricted by law, by one party to the other or both parties to each other, will occur, the parties shall execute any necessary and appropriate supplemental agreements (e.g., HIPAA "Business Associate Agreements") required to achieve and maintain compliance with applicable laws.

8. Resolution of disputes. The parties shall endeavor in good faith to resolve any dispute that arises under this Agreement by cooperation and negotiation. Except as provided by Section 4, above, in the event of an action, suit, or proceeding, including appeals therefrom, that arises for breach of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs, and disbursements. Oregon law will govern this Agreement. Venue for any court proceedings will be in Douglas County Circuit Court.

9. Agreement survival. The parties intend that a finding by a court that a particular section of this Agreement is invalid not affect the validity of other provisions of the Agreement.

10. Contract information.

10.1 Curry County's address for notices is: Wendy Lang, Director; Curry County Juvenile Department; 29821 Ellensburg Ave., Gold Beach, OR 97444.

10.2 Douglas County's address for notices is: Aric Fromdahl, Director; Douglas County Juvenile Department; Room CH105A, Courthouse; 1036 SE Douglas Avenue; Roseburg, OR 97470.

10.3 Each Party shall notify the other of any change of address for notices.

11. No waiver. Compliance with the provisions of this Agreement may be waived only by a written waiver signed by the Party waiving its rights. Waiver of compliance with one provision of this Agreement will not be deemed to waive compliance with any other provision.

12. Amendments. This Agreement may be modified or amended only by mutual written agreement of the parties.

13. Term and termination. This Agreement shall be effective from the date on which it has been executed by both parties and shall remain in full force and effect until terminated by one of the parties. Either party may terminate this Agreement by giving the other party a minimum of 30 days' advance written notice to terminate. Curry County shall be responsible for payment of all costs that have accrued prior to termination, including any costs that accrue during the notice period.

////

14. Attorney fees and costs. Subject to the requirements of Section 4, above, in the event that an action, suit, or proceeding, including appeals therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs, and disbursements for said action, suit, or proceeding, including any appeals.

15. Entire Agreement. This Agreement contains the complete agreement of the parties. No oral agreements between the parties shall be valid unless reduced to a written instrument signed by each of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates entered hereafter.

**BOARD OF COMMISSIONERS
OF CURRY COUNTY**

By: [Signature]
Chair
By: Absent At Signing
Vice-Chair
By: _____
Commissioner
Date: [Signature] 8/21/24

**BOARD OF COMMISSIONERS
OF DOUGLAS COUNTY, OREGON**

By: _____
Chair
By: _____
Commissioner
By: _____
Commissioner
Date: _____

REVIEWED AS TO CONTENT

By: [Signature]
County Department Head
Coding: _____
Date: 8/21/24

REVIEWED AS TO CONTENT

By: [Signature]
County Department Head
Coding: _____
Date: 08/21/2024

REVIEWED AS TO FORM

By: [Signature]
Office of County Counsel
Date: 08/08/24

REVIEWED AS TO FORM

By: [Signature]
Office of County Counsel
Date: Aug. 30, 2024

Agenda Item #5

LEASE AMENDMENT NO. 1

THIS LEASE AMENDMENT NO. 1 (this “**Amendment**”) is made and entered into as of the ____ day of _____, 2024 (the “**Amendment Date**”), by and between Landlord and Tenant.

Lease Information	
Landlord	Douglas County, a political subdivision of the State of Oregon
Tenant	The State of Oregon, acting by and through its Department of Transportation, Driver and Motor Vehicle Services Division
Premises	Pioneer Plaza Shopping Center
Street:	241 NE Main Street
City, State, ZIP:	Canyonville, Oregon 97417
County:	Douglas County
Lease Effective Date	November 1, 2022
Lease Commencement Date	December 1, 2022
Extension Commencement Date	December 1, 2024
Lease Expiration Date	November 30, 2026 <i>(as revised below)</i>
Premises Square Footage	1,412 rsf
Property Tax Lot	
Map & Tax Lot No.:	300527CD00400
Tax Account No.:	R36446

Landlord and Tenant are the Parties to the Lease described above.

The Parties have agreed to amend the Lease as set forth below. Capitalized terms used but not defined in this Amendment shall have the same definitions as set forth in the Lease.

1. Extension Confirmation. Pursuant to Section 7.3 of the Lease, the Parties hereby confirm as follows:

1.1 Tenant has exercised its first Option to Extend under the Lease, pursuant to Section 7.1 thereof.

[remainder of page intentionally left blank]

1.2 The resulting Extension Term is two (2) years, commencing on December 1, 2024 (the “**Extension Commencement Date**”) and expiring on November 30, 2026. Any reference in the Lease to “Expiration Date” shall mean November 30, 2026. Tenant has one (1) remaining Option to Extend.

2. Monthly Rent Table for Extension Term. The Monthly Rent Table shall be as follows for the Extension Term:

The Monthly Base Rent commences at approximately \$1.62/per rentable square foot, and escalates three percent (3%) every Lease Year.

Lease Year	Months	Monthly Base Rent
1. 12/01/2024 - 11/30/2025	01 – 12	\$2,280.94
2. 12/01/2025 - 11/30/2026	13 – 24	\$2,349.37

3. Continuation of Lease Terms. Except as expressly amended herein, all other terms and conditions of the Lease shall remain in full force and effect.

[remainder of page intentionally left blank]

Each person signing this Lease below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

LANDLORD:

Douglas County, a political subdivision of the State of Oregon

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, OREGON

Signature _____, 2024
Name Chris Boice Date
Title Chair

Signature _____, 2024
Name Tim Freeman Date
Title Commissioner

Signature _____, 2024
Name Tom Kress Date
Title Commissioner

REVIEWED AS TO FORM

Signature Tiffany Podlesnik Sept. 9, 2024
Name Tiffany Podlesnik Date
Title Office of County Counsel

REVIEWED AS TO FORM


Signature Tony Page August 29th, 2024
Name Tony Page Date
Title Land Department Director

Landlord's Address

Address: 1036 SE Douglas Avenue, Courthouse Room 214
City, State, ZIP: Roseburg, Oregon 97470
ATTN: Tony Page, or successor
Phone Number: 541-440-4568
Email Address: tbp@co.douglas.or.us

TENANT:

The State of Oregon, acting by and through its Department of Transportation, Driver and Motor Vehicle Services Division

Signature  _____ 8/29, 2024
Name David McKay _____ Date
Title Field Services Manager _____

APPROVED BY OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES

Signature _____, 2024
Name Brady Ricks _____ Date
Title Manager, Real Estate Services _____

#4856333v1
1922DMVCanyonvilleHDAmendV3-8.27.2024JC/JC

Agenda Item #6

LICENSE TO USE RIVER FORKS PARK

This license is granted on _____, 2024, by **DOUGLAS COUNTY**, a political subdivision of the State of Oregon ("County"), to **ROSEBURG ROTARY CLUB**, an unincorporated association ("Licensee"). Licensee shall have the right during the term of this license to use that portion of River Forks Park which is depicted on the map that is attached to this license as Exhibit 1. This license is subject to the following terms and conditions:

1 DEFINITIONS:

1.1. The following definitions shall apply to words and phrases used in this license unless the context clearly manifests otherwise:

1.1.1. "Director" means the Director of the Douglas County Parks Department.

1.1.2. "Licensee's property" means any structures, fixtures, facilities, and personal property owned, leased, or controlled by Licensee that are constructed, affixed, or otherwise installed by Licensee, or anyone acting on behalf of Licensee, at River Forks Park.

1.1.3. "Park" means River Forks Park in Douglas County, Oregon.

1.1.4. "Project" means an ornamental holiday light display operated by Licensee at the Park during the term of this license, together with any retail or amusement sites or events conducted in conjunction therewith.

1.1.5. "Project Area" means that portion of River Forks Park depicted on Exhibit 1.

1.2. Unless the context clearly manifests otherwise, words, terms, and phrases which are not specifically defined in subsection 1.1. or applicable statutes or rules shall have the ordinary meaning ascribed to them.

1.3. When not inconsistent with the context, words in the plural number include the singular and words in the singular include the plural. The word "shall" is mandatory and not merely directory.

2 TERM:

2.1. This license shall commence on **October 1, 2024**, and continue through **February 28, 2025**, unless terminated under section 21.

2.2. Licensee's obligations under sections 5., 7., 13., 15., 20., and 21., and subsections 6.3., 8.3., and 11.4., shall survive expiration or termination of this license.

3 AUTHORITY OF DIRECTOR: The Director of the Douglas County Parks Department, or his designee, shall have the authority to represent County on all matters concerning this license.

4 INSTALLATION OF LICENSEE'S PROPERTY:

4.1. Before installing any of Licensee's property at the Project Area, Licensee shall submit to County, for County's review and approval, an installation plan and a tentative installation schedule. The plan shall be sufficient for County to make an informed judgment about the design, quality, and nature of Licensee's property.

4.1.1 A removal plan and schedule is required with the installation plan. The plan shall be sufficient for the County to make an informed judgement about the removal of Licensee's property given all conditions the Licensee may encounter during removal to ensure removal by the date identified in section 2.1.

4.2. Licensee's property shall be installed at the expense of Licensee, in accordance with the plan approved pursuant to subsection 4.1. All work shall be done in a good and workmanlike manner in compliance with all applicable statutes, regulations, administrative rules, and ordinances of federal, state, and local governments. Licensee shall be responsible for obtaining any permits required by law for installation of Licensee's property.

4.3. Licensee shall diligently prosecute and complete installation of Licensee's property in accordance with the approved schedule.

4.4. All guide wires will have flagging attached, at the bottom, middle and at approximately six feet on the wire.

5 REMOVAL OF LICENSEE'S PROPERTY:

5.1. Upon expiration or termination of this license, Licensee shall remove all of Licensee's property from the Park.

5.2. If any of Licensee's property remains in the Park seven days after the expiration or termination of this license, County may give written notice to Licensee to remove the property within seven days from the date of the notice. If Licensee fails to comply with the notice, County may take one or more of the following actions:

5.2.1. Charge \$100 per day for use of the park.

5.2.2. After 31 days, remove and store Licensee's property pending sale and charge the cost of removal and storage to Licensee.

5.2.3. After 60 days, sell Licensee's property at a public or private sale, free and clear of any claims or interest of Licensee. The proceeds of such sale shall be applied to the costs of removal, storage, and sale of Licensee's property and any other obligations of Licensee to County. Any proceeds remaining after payment of Licensee's obligations shall be paid to Licensee unless a third party has a prior lien against, or a paramount interest in, Licensee's property and the proceeds of the sale.

5.2.4. Discard Licensee's property if County determines that the cost of storage and sale exceed the amount that would be realized by a sale.

6 WORK BY INDEPENDENT CONTRACTORS:

6.1. If Licensee engages an independent contractor to install or remove Licensee's property, the contract shall be subject to review and approval by County. County shall not be a party to the contract, and the contractor shall not be deemed a third party beneficiary of this agreement. The contract shall include the following provisions:

6.1.1. The contractor shall defend, indemnify, and hold harmless County, its officers, agents, and employees from any and all losses, claims, actions, damages, judgments, court costs, and other expenses resulting from injury to any person or damage to property, of whatsoever nature, arising out of or incident to the contractor's operations. This provision shall apply to acts and omissions of the contractor's employees, subcontractors or suppliers at any tier, and invitees of the contractor.

6.1.2. The contractor shall, at its own expense, at all times during the term of the contract, maintain in force a commercial general liability policy including coverage for contractual liability, products and completed operations, and owner's and contractor's protective insurance. The coverage shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act and shall comply with the requirements of section 16. of this license. The contractor's insurance shall be primary insurance for any claims arising out of the contractor's operations.

6.1.3. The contractor shall be responsible for initiating, maintaining and supervising all necessary safety precautions in connection with the contractor's operations.

6.1.4. All damage, injury or loss to the Park or utility facilities caused, directly or indirectly, in whole or in part, by the contractor, or any subcontractor or supplier at any tier, shall be remedied by the contractor.

6.1.5. Work performed under the contract shall be subject to inspection by County at times and places determined by County.

6.1.7. All of the contractor's personnel shall be fully qualified to perform the work to which they will be assigned. The contractor's personnel shall maintain any certificates or licenses required by law for performing the work.

6.2. Licensee shall make all payments due under any contract for installation or removal of Licensee's property. Licensee shall notify County of any claims or disputes with a contractor arising out of installation or removal of Licensee's property, and advise County of the anticipated resolution of such disputes.

6.3. Licensee shall have secondary liability for the acts and omissions of any contractor engaged to install or remove Licensee's property if such contractor fails to comply with any contract provisions required by this section.

6.4. Before any contractor starts work on installation or removal of Licensee's property, Licensee shall provide to County:

6.4.1. The contract executed by Licensee and the contractor;

6.4.2. A certificate of insurance for liability coverage required by subsection 6.1.2.; and

6.4.3. A certificate of insurance for workers' compensation coverage required by subsection 6.1.6.; and

7 LIENS: Licensee shall not cause or allow any liens or encumbrances to be imposed upon the Park and if any lien or encumbrance is imposed, Licensee shall proceed immediately to remove it.

8 ELECTRICITY:

8.1. Licensee, at Licensee's expense, shall initiate, contract for, and obtain electric service required for the Project, and Licensee shall pay all charges for such service.

8.2. If Licensee fails to pay utility charges, County may elect to pay them and collect the cost from Licensee. Payment of utility charges by County shall not be deemed a waiver of County's rights to declare a default for breach of Licensee's

obligations under subsection 8.1.

8.3. Licensee shall be responsible for any damage to utility facilities on or adjacent to the Project Area arising out of or incident to the Project.

9 SAFETY PRECAUTIONS:

9.1. Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project.

9.2. Licensee shall take all precautions necessary to protect against injury to its members, employees and volunteers who work on the Project, employees and invitees of County, persons who view the Project, and other persons who may be affected by the Project;

10 CONTROL OF PROJECT AREA: Licensee may restrict access to the Project Area during the term of this license only to the extent necessary to protect Licensee's property. Subject to the approval of County, Licensee may take reasonable actions to exclude persons from the Project Area except officers, agents and employees of County. Licensee shall confine Licensee's activities to the Project area.

11 SECURITY:

11.1. Licensee shall provide any security services necessary to protect Licensee's property and the Project Area. Any security plans, procedures, and personnel shall be subject to the approval of the Douglas County Sheriff.

11.2. If Licensee engages an independent contractor to provide security services, the contract shall include the following provisions:

11.2.1. The contractor shall defend and indemnify County to the same extent and on the same terms as contractors are required to do under section 6.1.1. of this license.

11.2.2. The contractor shall, at its own expense, at all times during the term of the contract, maintain in force a commercial general liability policy including coverage for contractual liability. The coverage shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act and shall comply with the requirements of section 16. of this license. The contractor's insurance shall be primary insurance for any claims arising out of the contractor's security operations.

11.2.3. The contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. The contractor shall provide workers' compensation coverage for all employees who perform work at the Park.

11.3. Before a contractor performs security services at the Park, Licensee shall provide to County a copy of:

11.3.1. The contract executed by Licensee and the contractor;

11.3.2. A certificate of insurance for liability coverage required by subsection 11.2.2.; and

11.3.3. A certificate of insurance for workers' compensation coverage required by subsection 11.2.3.

11.4. Licensee shall have secondary liability for the acts and omissions of any contractor engaged to provide security services if such contractor fails to comply with any contract provisions required by this section.

12 ADMISSION CHARGES TO VIEW LIGHT DISPLAY:

12.1. Licensee may restrict access to the park and charge admission to view Licensee's holiday light display between the hours of 5 p.m. and 10 p.m. from **November 27, 2024, to January 1, 2025.**

12.2. Admission shall be charged at the following rates: **\$10.00** per passenger car and **\$40.00** for a bus. Licensee may change the admission rates with the prior written approval of the Director.

12.3. Licensee shall develop and maintain records that are adequate for determining the amounts received from admission charges. County shall be entitled to examine all records on admission charges at any time during the license term or within 12 months following expiration or termination of this license.

13 CONDITION OF PROJECT AREA:

13.1. Licensee executes this license on the basis of Licensee's own examination and knowledge of the condition of the Project Area. County has made no representations as to condition of the Project Area or the suitability of the Project Area for the Project. Licensee accepts the Project Area in the condition it is in at the time of the execution of this license.

13.2. Licensee shall, at the expiration or termination of this license, surrender the Park in as good condition as when received, except for reasonable wear and tear and damage from the elements.

13.3. Licensee shall be responsible for and shall pay for repair of any damage to the Park arising out of or incident to the Project. If a contractor retained by

Licensee or any other third party causes damage to the Park, the contractor or other third party shall be primarily liable for such damage, but if the contractor or other third party does not pay for such damage, Licensee shall be responsible for it. Upon payment for damage by Licensee, County shall assign to Licensee any claim County has against any third party for causing the damage.

14 RELATIONSHIP OF PARTIES: Licensee and Licensee's members, employees, agents and volunteers shall not be deemed agents of County.

15 INDEMNIFICATION:

15.1. Licensee shall defend, indemnify, and hold harmless County, its officers, agents, and employees from any and all losses, claims, actions, damages, judgments, court costs, administrative agency sanction or penalties, and other expenses resulting from injury to any person or damage to property or failure to comply with applicable law, of whatsoever nature arising out of or incident to Licensee's use of the Park. This provision shall apply to acts and omissions of Licensee's members, employees, volunteers, agents, and invitees.

15.2. Licensee shall not be held responsible for any losses, claims, actions, costs, damages, judgments, or other expenses directly, solely, and proximately caused by the negligence of County.

15.3. The purpose of this section is to allocate risk for claims between County and Licensee. Nothing in this section is intended to extend any rights to any other person or entity or to waive any rights to indemnity that County or Licensee may have. Any contractor retained by Licensee shall be primarily liable for claims covered by subsections 6.1.1. or 11.2.1.

16 LIABILITY INSURANCE:

16.1. Before Licensee enters the Project Area to install Licensee's property, and until Licensee removes Licensee's property from the Park, Licensee shall, at its own expense, maintain in force a comprehensive general liability insurance policy including contractual liability coverage for obligations assumed under this license, and blanket contractual liability; and automobile liability insurance.

16.2. Liability coverage must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act (ORS 30.260 to 30.302) with minimum coverage as follows:

16.2.1. Commercial general liability limits of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

16.2.2. Automobile liability limits of at least \$1,000,000 combined single limit per accident.

16.3. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable.

16.4. Douglas County, and its officers, agents, and employees, shall be added as additional named insured by endorsement, including completed operations, to each of the above policies.

16.5. A certificate of insurance for coverage required by this section shall be submitted to County before Licensee takes possession of the Project Area. Licensee shall provide certificates of insurance acceptable to the County. If the insurance certificate(s) requires an endorsement in order for the County to be an additional insured, then Licensee shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions.

17 RISK OF LOSS FOR LICENSEE'S PROPERTY:

17.1. Licensee shall bear the risk of damage to, or loss of, Licensee's property regardless of how such damage or loss occurs. Licensee hereby releases County from any damages or other expenses suffered by Licensee that are caused by acts or omissions of County or any condition existing at the Park.

17.2. Licensee, at its option, may insure Licensee's property against loss or damage from fire or other casualty. The insurance policy shall provide either (1) that in the event of a loss, the insurer shall not have a subrogated claim against County, or (2) that County, and its officers, agents, and employees, shall be added as additional named insured.

18 COMPLIANCE WITH LAW:

18.1. Licensee shall perform Licensee's obligations under this license in accordance with all applicable statutes, ordinances, rules and regulations now or hereafter in effect including but not limited to all applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235.

18.2. Pursuant to ORS 279B.020 any person employed by Licensee who performs work on the Project shall be paid at least time and a half pay for all overtime in excess of 40 hours in any one week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.

18.3. If Licensee employs "subject workers" for the Project, Licensee shall be a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Licensee shall provide workers' compensation coverage for all employees of Licensee who perform work on the Project.

18.4. This license shall be subject to the provisions of the Douglas County Parks Ordinance, which are incorporated herein by reference.

19 COUNTY OFFICERS, AGENTS, AND EMPLOYEES: Licensee shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of County in violation of ORS Chapter 244 or Douglas County Personnel Rule 20.

20 PAYMENT:

20.1. For the **FY 2024 Project** (that is, this current license), Licensee shall pay a license fee to County of \$5,463.64. This is based on a monthly charge of \$1092.73/month for five (5) months starting October 1, 2024 thru February 28, 2025.

20.2. Within thirty days following expiration or termination of this license, Licensee shall:

20.3.1. Pay the amount due under subsection 20.1.

20.3.2. Provide County with a written accounting of revenues and expenses.

21 DEFAULT:

21.1. There shall be a default under this license if either party materially fails to comply with any provision of this license within ten days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten day period, no default shall occur if the party receiving the notice begins curative action within the ten day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

21.2. Notwithstanding subsection 21.1., County may declare a default without allowing Licensee an opportunity to cure a breach, if Licensee:

21.2.1. Commits acts or omissions that jeopardize the health, safety or security of any person at the Park;

21.2.2. Intentionally refuses to comply with the provisions of this license;
or

21.2.3. Repeatedly breaches the provisions of this license.

21.3. In the event of a default, before either party may bring an action in any court concerning this license, such party must first seek in good faith to resolve

the issue through negotiation or through other non-binding alternative dispute resolution. This provision shall not apply to a default by Licensee under subsections 21.2.1. or 21.2.2.

21.4. If a default occurs and it is not resolved under subsection 21.3. above, the party injured by the default may elect to terminate this license and pursue any equitable or legal rights and remedies available under Oregon law. Any litigation arising out of this license shall be conducted in the Circuit Court of the State of Oregon for Douglas County.

21.5. If Licensee is in default, County, at County's option, shall have the right to re-enter and take possession of the Project Area and exclude Licensee. In that event, County may remove Licensee's property in accordance with subsection 5.2.

22 NOTICES:

22.1. Any notice required to be given under this license shall be in writing and shall be given by personal delivery, mail, or facsimile transmission, except that any notice required by law shall be given in the manner specified by the applicable law.

22.2. Notices to County shall be mailed to: Director, Douglas County Parks Department, 1036 SE Douglas Street Rm# 116, Roseburg, OR 97470

22.3. Notices to Licensee shall be mailed or delivered to: P.O. Box 1293 Roseburg, OR 97470

23 SUCCESSORS:

23.1. The successors, assigns and legal representatives of Licensee and County shall be subject to all provisions of this license.

23.2. Licensee shall not assign any of Licensee's rights or responsibilities under this license without obtaining the prior written consent of County.

24 NO WAIVER: No provision of this license shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party shall not constitute waiver of any other breach.

25 MODIFICATIONS: This license may be changed only by written modifications that are signed by both parties. It may not be modified by oral agreements or understandings.

26 OSHA COMPLIANCE:

26.1. Licensee shall address recommendations from Oregon OHSA prior to

conducting activities at the Park and shall comply with all OSHA requirements per state law.

26.2. Licensee shall be responsible for all OSHA complaints and violations arising out of or incident to Licensee's use of the Park, including responsibility to respond to any such OSHA complaint or alleged violation.

26.3. Licensee shall defend, indemnify, and hold harmless County, its officers, agents, and employees from any and all sanctions that OSHA may impose arising out of or incident to Licensee's use of the Park.

27 **ENTIRE AGREEMENT:** This license constitutes the final and complete agreement of the parties concerning the Park and the Project and supersedes all prior and existing written or oral understandings except as otherwise continued in effect by the terms of this license.

LICENSEE

By Tabbitha Layman

Title Chair

Print Name Tabbitha Layman

Date 8/19/2024

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

By _____
Chair

By _____
Commissioner

By _____
Commissioner

Date _____

REVIEWED AS TO CONTENT

By Mark Wall
Parks Department Director

Date 08/20/2024

REVIEWED AS TO FORM

By Tiffany Podlonec
Office of County Counsel

Date Aug. 29, 2024

Agenda Item #7

Due to the large size of this document, please submit a request by email to BOC.Assistants@co.douglas.or.us to receive a copy of the item.

Agenda Item #8

Due to the large size of this document, please submit a request by email to BOC.Assistants@co.douglas.or.us to receive a copy of the item.

Agenda Item #9

CONTRACT NO. 30002326 FOR DREDGING

This Contract is made on September 4, 2024 between Douglas County ("County") and The Dutra Group ("Contractor") on the following terms and provisions:

1. DEFINITIONS AND INTERPRETATION:

1.1. As used in this Contract:

1.1.1. "Amendment" means a written agreement executed by County and Contractor that amends provisions of previously executed Contract Documents.

1.1.2. "Applicable laws" means federal, state, and local codes, acts, statutes, regulations, administrative rules, ordinances, orders and other legal requirements that affect the Services.

1.1.3. "Contract Administrator" means the officer, employee, or agent of County named in Subsection 4.1 below.

1.1.4. "Contract Documents" means this form, Specifications, the Quotation, Extensions, Amendments, exhibits, and documents incorporated by reference that have been provided to the Contractor.

1.1.5. "Contract Price" means the total amount payable to Contractor for the Services as determined by the Contract Documents.

1.1.6. "Contract Term" means the time during which Contractor will provide the Services as stated in the Contract Documents. References to the "Contract Term" include both the initial term and any Extensions.

1.1.7. "County Accountant" means the person designated as County Accountant pursuant to ORS Chapter 210 and County Code Chapter 3.04.

1.1.8. "Extension" means both a written agreement between the Parties to extend the Contract Term and the period covered by such agreement.

1.1.9. "Party" or "Parties" means County or Contractor or both.

1.1.10. "Premises" means real property, including buildings and other improvements that are owned or occupied by County.

1.1.11. "Quotation" means the Contractor Proposal for Salmon Harbor Dredging Project FY 24 dated 08/13/2024.

1.1.12. "Specifications" means written descriptions of the Services which are attached to this form as an exhibit.

1.1.13. "Services" means services that Contractor will provide to County under the Contract Documents. The Services may include supplying "Goods," as defined in ORS 72.1050.

1.1.14. "Subcontractor" means a person or an entity who has a "Subcontract" with Contractor for performing part of the Services.

1.1.15. "Third-Party Claims" means demands, claims, actions, arbitrations, and other adversarial proceedings and appeals that are asserted, filed, or prosecuted against a Party by a person or entity other than a Party and all resulting expenses and liabilities, including damages, judgments, attorney fees, litigation costs, mediation costs, and arbitration costs.

1.2. Generally, unless particular provisions of the Contract Documents state otherwise, or unless the context indicates otherwise:

1.2.1. Words in the present tense include the future, and vice versa. Words and phrases used as nouns include the singular and plural forms.

1.2.2. Words and phrases that are not defined in the Contract Documents will have the meaning commonly accepted in Contractor's trade.

1.2.3. The phrase "without limitation" will be deemed to follow the words "include," "includes," and "including" when referring to a list, class, or group of persons, entities, things, provisions, conditions, acts, omissions, events, obligations, rights, remedies, expenses, or liabilities.

1.2.4. "Shall," "will," and "must" signify mandatory obligations. "May" signifies a discretionary or permissive act.

2 CONTRACT DOCUMENTS:

2.1. The Contract Documents constitute the entire agreement between the Parties concerning the Services and supersede the Request for Quotations if one has been issued. References to "this Contract" or "the Contract" include all Contract Documents, including Quotation.

2.2 Each Party shall notify the other Party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in the better quality of Services will have priority. Amendments have priority over all other Contract Documents, including Amendments of an earlier date. Specifications have priority over this form. This form and Specifications have priority over the Quotation. Notwithstanding anything to the contrary, in the event of a conflict between any Contract Documents and Quotation, the terms of the Quotation will control.

2.3. If a provision of a Contract Document is held by a court to be invalid, it will not affect the validity of other provisions.

2.4. Notwithstanding Subsection 2.1, Amendments issued by County with the Request for Quotations that are attached to this form as exhibits are included in the Contract Documents. After this Contract is signed, the Contract Documents may be changed only by written Amendments that are signed by authorized representatives of both Parties.

3 CONTRACT TERM:

3.1. Contractor shall start the Services by September 15, 2024 and complete the Services by December 31, 2024.

3.2. Intentionally Omitted.

3.3. A schedule for the Services may be included in the Specifications.

3.4. Notwithstanding Subsections 3.1 and 3.2, this Contract may be terminated before the end of the Contract Term as provided in the Contract Documents.

4 CONTRACT ADMINISTRATION:

4.1. Jim Zimmer, Harbor Manager, is the Contract Administrator. The Contract Administrator is authorized to oversee the Services, to give and receive notices on behalf of County, and to give approvals under the Contract Documents at any time by notice to Contractor. The Board of County Commissioners may designate a new Contract Administrator at any time by notice to Contractor.

4.2. Contractor shall give County notice of persons who are authorized to act on behalf of Contractor on all matters concerning administration of this Contract.

5 APPROVALS: If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6 NOTICES:

6.1. Notices required by this Contract must be given in writing by personal delivery or mail, unless some other means or method of notice is required by law.

6.2. All other notices to County must be directed to the Contract Administrator. County's address for notices is: Attn: Jim Zimmer, 100 Ork Rock Road, Winchester Bay, OR 97467.

6.3. Contractor's address for notices is: Attn: Nicholas J. Mauer, Senior Dredging Estimator, 2350 Kerner Blvd., Suite 200, San Rafael, CA 94901.

6.4. Each Party will notify the other of any change of address for notices.

7 CONTRACTOR'S RESPONSIBILITY FOR THE SERVICES:

7.1. Time is of the essence on this Contract. Contractor shall perform the Services promptly and efficiently and in accordance with any schedule that is included in the Specifications. Contractor shall provide all labor, materials, tools, equipment, and incidentals that are necessary for proper performance of the Services.

7.2. Except to the extent that the Specifications require certain means or methods, Contractor will be responsible for the means and methods used for the Services.

7.3. Goods provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 73.3120, 72.3131, 72.3140, and 72.3150.

7.4. Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by Applicable Laws.

8 ASSIGNMENTS, SUBCONTRACTS: Contractor shall not assign any interest in this Contract or enter into Subcontracts without the approval of the Contract Administrator.

9 USE OF PREMISES:

9.1. Provisions of this Contract that refer to "the Premises" will only apply to the Services if they are performed at Premises, as defined in Subsection 1.1.10.

9.2. Contractor shall confine Services performed at the Premises to areas and times stated in the Specifications, and Contractor shall avoid any unnecessary interference with use of the Premises.

9.3. Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of County resulting from the Services.

10 HAZARDOUS CHEMICALS: Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals" covered by ORS 654.750, ORS 654.760, ORS 654.770, ORS 654.780 and/or OAR Chapter 437, Division 4 that may be encountered at the Premises or used for the Services. The Contract Administrator and Contractor will exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by County or used for the Services by Contractor. The Contract Administrator may prohibit the use of particular hazardous chemicals.

11 LIABILITY OF COUNTY'S OFFICERS, EMPLOYEES AND AGENTS: Officers, employees and agents of County will not have any direct, personal liability to Contractor.

12 NO AGENCY: Contractor is engaged by County as an independent contractor in accordance with ORS 670.600. Contractor, Subcontractors, and their principals, employees and agents are not agents of County as that term is used in ORS 30.265.

13 WORKERS' COMPENSATION: Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. All persons performing Services at the Premises must be covered by workers' compensation insurance. Before services are performed at the Premises, Contractor shall provide proof of workers' compensations coverage.

14 INDEMNIFICATION:

14.1. Except as provided in Subsection 14.2, Contractor shall defend and indemnify County and its officers, employees and agents from all Third-Party Claims to the extent arising from the Contractors' acts or omissions, including Third-Party Claims arising from injury to any person or damage to property to the extent caused by Contractors' acts or omissions, breach of this Contract by Contractor, or violation of Applicable Law by Contractor.

14.2. Contractor will not be responsible for Third-Party Claims resulting from the negligence or other wrongful acts or omissions of County or County's officers, employees or agents.

15 LIABILITY INSURANCE:

15.1. While this Contract is in effect, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract:

15.1.1. A commercial general liability insurance policy.

15.1.2. A comprehensive automobile liability insurance policy.

15.1.3. Intentionally omitted.

15.2. Liability coverage must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act (ORS 30.260 to 30.302) with minimum coverage as follows:

15.2.1. Commercial general liability limits of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

15.2.2. Automobile liability limits of at least \$1,000,000 combined single limit per accident.

15.2.3. Intentionally omitted.

15.3. Insurance required by Subsection 15.1.1 and 15.1.2 must provide "occurrence" coverage and must name Douglas County and its officers, employees, and agents as additional insured by endorsement, including competed operations. Insurance required by Subsection 15.1.3 may provide "claims made" coverage.

15.4. Prior to starting the Services, Contractor shall provide certificates of insurance for coverage required by this section. If the insurance certificate(s) requires an endorsement in order for the County to be an additional insured, then Contractor shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions. A renewal certificate will be provided to County at least 10 days prior to expiration.

15.5. Insurance required of Contractor shall be primary with respect to the interest of County, whose insurance shall be excess and not contributory.

15.6. Policies must include provisions requiring that the insurer provide County advance written notice of cancellation or reduction of Contractor's insurance coverage. In addition, Contractor itself shall provide immediate written notice to County of any changes in its liability insurance coverage while this Contract is in force, including but not limited to reduction in coverage and changes of insurer(s).

16 COMPLIANCE WITH LAW:

16.1. This Contract will be interpreted and construed in accordance with the laws of the State of Oregon.

16.2. Contractor shall comply with Applicable Laws including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and 279B.235, which are incorporated herein.

16.3. Pursuant to ORS 279B.020, no person will be employed for the Services for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Services shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b) (A)-(G) and for time worked in excess of 10 hours a day or in excess of 40 hours a week, whichever is greater.

16.4. If Contractor is a nonresident bidder as defined in ORS 279A.120(1)(a) and the Contract Price exceeds \$10,000, Contractor shall comply with ORS 279A.120(3).

16.5. Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability, and quality are otherwise equal.

16.6. Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of County in connection with this Contract in violation of ORS Chapter 244 or County Personnel Rule 20.

////

17 PAYMENT:

17.1. The Contract Price constitutes the total compensation payable to Contractor for the Services. If payment for any item is based on a unit price stated in the Quotation, Contractor will be paid the unit price multiplied by the quantity of that item actually furnished or performed by Contractor.

17.2. On or before the tenth day of each month, Contractor shall submit an invoice for Services completed during the previous month to the Accounting Section of County's Department of Management and Finance, Douglas County Courthouse, 1036 SE Douglas Ave., Roseburg, Oregon 97470. Within 30 days after receipt of an invoice, County will pay Contractor any amount then due for Services as approved by the Contract Administrator, less any amounts withheld by the Contract Administrator to remedy a breach of this Contract and any other amounts that County is required to withhold by Applicable Laws.

17.3. County's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 to 294.565. County certifies that funds for this Contract are included in County's budget for the current fiscal year which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the Department Head will notify Contractor and this Contract will be terminated on June 30 of the last fiscal year for which funds are appropriated.

17.4. Any obligation of County under this Contract that violates the debt limitation of Articles XI, Section 10 of the Oregon Constitution will be void

17.5. IF THE CONTRACT DOCUMENTS STATE A MAXIMUM CONTRACT PRICE, PAYMENTS TO CONTRACTOR CANNOT EXCEED THE STATED MAXIMUM OR \$165,000, WHICHEVER IS LESS.

18 WAIVER: Compliance with the provisions of this Contract may be waived only by written waiver signed by the Party waiving its rights. Waiver of compliance with one provision will not be deemed to waive compliance with any other provision.

19 DEFAULT:

19.1. A Party will be in default under this Contract if that Party fails to comply with any provision of this Contract within ten days after the other Party gives notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten day period, a default will not occur if the Party receiving the notice diligently begins curative action within the ten day period and proceeds to cure the breach as soon as practicable

19.2. Notwithstanding Subsection 19.1, County may declare a default immediately by notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

19.3. If a default occurs, the Party injured by the default may terminate this Contract and enforce any remedies available under Oregon law. Litigation will be conducted in the Circuit Court of the State of Oregon for Douglas County. Litigation initiated by County must be authorized by the Board of County Commissioners.

20 TERMINATION FOR CONVENIENCE: County may terminate this Contract if the Contract Administrator determines in good faith that termination is in the best interest of the public. The Contract Administrator will endeavor to give Contractor notice thirty days prior to the date of termination under the section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the Parties existing at the time of termination. If Contractor is not in default, Contractor will be paid for Services in progress at the time of termination, and Contractor will be reimbursed for reasonable costs resulting directly from termination. Contractor will not be entitled to recover lost profits or overhead for Services that are precluded by termination under this section.

////

////

21 ACTION UPON TERMINATION: Upon receiving notice of termination, Contractor shall cease performance of Services and terminate Subcontracts.

CONTRACTOR SHALL NOT PERFORM ANY SERVICES UNTIL CONTRACTOR RECEIVES A SIGNED COPY OF THIS CONTRACT THAT HAS BEEN ASSIGNED A CONTRACT NUMBER BY THE COUNTY ACCOUNTANT.

CONTRACTOR

By _____
Print Name Harry K. Stewart
Title President & CEO
Date 9/4/24

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY**

By _____
Chair
By _____
Commissioner
By _____
Commissioner
Date _____

**REVIEWED AS TO CONTENT
AND BUDGET**

By _____
County Department Head
Date _____
Coding _____

REVIEWED AS TO FORM

By Tiffany Podluznik
Office of County Legal Counsel
Date Sept. 9, 2024

21 ACTION UPON TERMINATION: Upon receiving notice of termination, Contractor shall cease performance of Services and terminate Subcontracts.

CONTRACTOR SHALL NOT PERFORM ANY SERVICES UNTIL CONTRACTOR RECEIVES A SIGNED COPY OF THIS CONTRACT THAT HAS BEEN ASSIGNED A CONTRACT NUMBER BY THE COUNTY ACCOUNTANT.

CONTRACTOR

By [Signature]
Print Name Harry K. Stewart
Title President & CEO
Date 9/4/24

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY**

By _____
Chair
By _____
Commissioner
By _____
Commissioner
Date _____

**REVIEWED AS TO CONTENT
AND BUDGET**

By [Signature]
County Department Head
Date 09/05/2024
Coding 50105000 655030

REVIEWED AS TO FORM

By _____
Office of County Legal Counsel
Date _____

Agenda Item #10

**ASSIGNMENT OF SOLID WASTE COLLECTION
FRANCHISE AGREEMENT**

This assignment document ("assignment") is made this 1 day of August, 2024, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("County"); CAMAS VALLEY DISPOSAL ("Assignor"); and CAMAS VALLEY DISPOSAL 2, LLC ("Assignee").

THE PARTIES AGREE:

1. INCORPORATION OF PRIOR DOCUMENTS: Reference is hereby made to the Solid Waste Collection Franchise Agreement between County and Assignor, dated on or about June 9, 2021, recorded in the Douglas County Court Journal on June 9, 2021, under recording No. CJ 2021-0540 ("original agreement"). The terms and conditions of the original agreement are incorporated herein as it fully set forth, except as expressly modified by this assignment.

2. ASSIGNMENT:

2.1. Assignor assigns its rights and delegates its duties under the original agreement to Assignee.

2.2. Assignee accepts those rights and assumes all duties.

2.3. County consents to the assignments, delegations, and assumptions.

2.4. Assignor is not relieved of its duties under the prior documents.

3. INSURANCE: Current insurance certificates and endorsements that satisfy this agreement are attached hereto.

\\

EMC Insurance

\\

account# 5x93630

\\

customer service# 800.447.2295

\\

\\

\\

\\

\\

\\

1-ASSIGNMENT

4. ENTIRE AGREEMENT: Except as modified herein, the terms and conditions of the original agreement shall apply.

ASSIGNEE

By Jodi L Peck
Camas Valley Disposal 2, LLC
Title Owner
Print Name Jodi L Peck
Date 8/1/24

DOUGLAS COUNTY BOARD OF COMMISSIONERS

By _____
Chair
By _____
Commissioner
By _____
Commissioner

ASSIGNEE

By Byron JK Peck
Camas Valley Disposal 2, LLC
Title owner
Print Name Byron JK Peck
Date 8/1/24

Date _____

REVIEWED AS TO FORM

By Tiffany Podlynik
Office of County Legal Counsel
Date 9/4/2024

REVIEWED AS TO CONTENT

By _____
County Department Head
Date _____

ASSIGNOR

By Darla Standley
Camas Valley Disposal
Title last owner
Print Name Darla Standley
Date Aug 16 2024

DOUGLAS COUNTY SERVICES CONTRACT

**CERTIFICATION STATEMENT FOR CORPORATION;
INDEPENDENT CONTRACTOR**

[Completion of this form does not waive Workers' Compensation insurance requirements.]

NOTE: Contractor Must Complete A and B Below:

A. CONTRACTOR'S CORPORATE STATUS

CERTIFICATION: I certify under penalty of perjury that Contractor [] is; or [] is not [check one box] a corporation. If Contractor is a corporation, then I additionally certify that Contractor is authorized to do business in the State of Oregon.

Signature Jo Dilbeck Title owner Date 8/28/24

B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR

Contractor certifies that the following statements are true:

1. Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of Douglas County to specify the desired results;
2. Contractor is customarily engaged in an independently established business;
3. Contractor is licensed under ORS chapter 671 or 701 if the Contractor provides services for which a license is required under ORS chapter 671 or 701; and
4. Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.
5. All the statements checked below are true:

NOTE: Check all that apply. You must check at least three (3).

- A. Contractor maintains a business location that is separate from the business or work location of Douglas County; or that is in a portion of the Contractor's residence and that portion is used primarily for the business.
- B. Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as: Contractor enters into fixed-price contracts; Contractor is required to correct defective work; Contractor warrants the services provided; or Contractor negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.
- C. Contractor provides contracted services for two or more different persons within a 12-month period, or Contractor routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- D. Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.
- E. Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

Contractor Signature Jo Dilbeck Date 8/28/24

ADDENDUM WAIVING REQUIREMENT THAT CONTRACTOR PROVIDE PROOF OF WORKERS' COMPENSATION INSURANCE

This addendum amends the contract to which it is attached ("the Contract") and takes precedence over any conflicting provisions therein.

The undersigned certifies that Contractor employs no "subject workers" as such term is defined in ORS 656.027, and is not required by Oregon law to obtain or provide Workers' Compensation insurance. Contractor agrees that it will not employ any subject worker during the course of performance of the Contract without first obtaining Workers Compensation insurance as required by Oregon law and providing proof of such insurance to County. Contractor understands and agrees that County has relied on the above certification and representations and that they are an essential part of the consideration for the Contract. Contractor further understands and agrees that any incorrect certification or failure to obtain Workers' Compensation insurance prior to employing a subject worker is a material breach of the Contract by Contractor.

Camas Valley Disposal II LLC
Contractor
Title Jodi Peck / owner
8/28/24
Date

APPROVED BY:

[Signature]
Department Head

Date 9.4.24

[Signature]
County Risk Manager

Date 9/4/24