

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH DIAMOND PARKING SERVICES FOR THE PURCHASE BY THE COUNTY OF MONTHLY PARKING FOR MEMBERS OF THE LANE COUNTY PEACE OFFICERS ASSOCIATION  
98-2-18-5

WHEREAS construction for the expansion of the Lane County Adult Corrections Center will displace the area currently used for parking and

WHEREAS the County is contractually obligated by labor agreements to provide parking at said corrections center to members of the Lane County Peace Officers Association and

WHEREAS, Diamond Parking Services has parking available adjacent to said corrections center and has been identified as a sole source provider of parking services in the area and

WHEREAS notice of the County's intent to award a contract to Diamond Parking Services as a sole source provider was published in the "Eugene Register-Guard" on January 31, 1998

IT IS HEREBY ORDERED that the County Administrator is authorized to execute an agreement with Diamond Parking Services substantially similar to attached exhibit "A"

IT IS FURTHER ORDERED, that this Order shall be entered into the records of the Board of Commissioners of the County.


DATED this 18th day of February 98, 19\_\_.

  
Chair, Board of County Commissioners

**FILED**

FEB 24 1998

COUNTY CLERK  
BY 

APPROVED AS TO FORM  
Date 2/9/98 lane county  
  
OFFICE OF LEGAL COUNSEL

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH DIAMOND PARKING SERVICES FOR THE PURCHASE BY THE COUNTY OF MONTHLY PARKING FOR MEMBERS OF THE LANE COUNTY PEACE OFFICERS ASSOCIATION

Exhibit "A"

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SERVICE AGREEMENT

**Location - #702**  
**City - Eugene**

**Purchaser:** Lane County/Property Management  
125 East 8th Avenue  
Eugene, OR 97401

**Seller:** Diamond Parking Services  
3161 Elliot Avenue  
Seattle, WA 98121

1. **DURATION:** The duration of this agreement shall be from February 1, 1998 through June 30, 1999 unless sooner terminated pursuant to its terms and provisions..
2. **PERMITS:** Seller agrees to sell to Purchaser 80 - 130 permits for parking on lot #702. Said parking shall commence on or about February 1, 1998.
3. **PRICE:** Purchase price shall be twenty dollars (\$20.00) per permit per month. Permits shall be issued on a quarterly basis (\$60.00 per permit per quarter). Purchaser shall make a good faith effort to inform Seller of the number of permits needed for a quarterly period not less than twenty (20) days before the beginning of the next quarterly period for which Seller will distribute permits. Seller shall deliver permits to Purchaser at the Lane County Adult Corrections Center, 101 West 5th, Eugene. Purchaser shall inform Seller to whom permits shall be delivered. Purchaser shall be responsible for distributing permits to its employees. A fee of five dollars (\$5.00) will be assessed by Seller for replacement of lost permits. Said fee shall be collected from individual permit holders at the time they are seeking a replacement permit.
4. **ADDITIONAL PERMITS:** Purchaser shall pay the full monthly rate for additional permits ordered after the beginning of a quarterly period through the 15th day of the particular month in which they were ordered. The monthly rate shall be reduced by a factor of .50 for additional permits ordered any time subsequent to the 15th day of the month.
6. **REFUNDS:** Seller shall not be obligated to provide refunds to Purchaser for returned or unused permits during a quarterly period **except** if Seller returns six (6) or more permits at one time. Seller shall receive a credit of one half of the monthly rate for permits returned before the 15th day of any particular month. No monthly refund shall be given for permits returned to Seller after the 15th day of any particular month. For example, if Purchaser returns permits to Seller on the 16th day of the first month of a quarterly period, Purchaser would receive a refund for the remaining two months of the quarterly period.

Exhibit "A"

BOOK 160 PAGE 0529

- 7. **PAYMENT:** For the first year of this agreement, Purchaser shall pay Seller on a quarterly basis. Purchaser shall pay Seller within thirty (30) days of receipt of an invoice from Seller. Invoices shall be delivered to: **Captain John Clague, Lane County Adult Corrections Center, 101 West 5th Avenue, Eugene, OR 97401.** After the first year, Purchaser shall have the option to pay Seller monthly.
- 8. **TERMINATION:** For the first year, this agreement may be terminated by either party upon ninety (90) days written notice. After the first year, this agreement may be terminated by either party upon 30 days written notice.

Seller shall also have the right to terminate this agreement immediately should Seller lose control of the property where Purchaser is parking. Seller shall make a good faith effort to provide at least thirty (30) days notice when terminating this agreement due to loss of control of the property and shall also make a good faith effort to provide alternative parking.

Puchaser shall be entitled to a pro rated refund for unused parking services paid in advance upon termination of this agreement except that no partial month refunds will be given in the event this agreement is terminated by purchaser.

- 9. **LIABILITY:** Seller shall not be liable for any damage to or loss of property from vehicles parked on lots under Seller's control.

**PURCHASER:**

**SELLER:**

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William Van Vactor  
Lane County Administrator

Larry Summers  
Oregon Operations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date