

IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY OREGON

RESOLUTION AND ORDER No. 98-7-14-2 ) IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN LANE COUNTY AND THE STATE OF OREGON FOR A YOUTH HIGHWAY CLEAN-UP PROGRAM, DELEGATING TO THE COUNTY ADMINISTRATOR AUTHORITY TO EXECUTE THE AGREEMENT, APPROPRIATING TO THE BUDGET OF THE DEPARTMENT OF YOUTH SERVICES \$150,000 IN ADDITIONAL REVENUE AND EXPENSE IN THE FISCAL YEAR 1998-1999, AND ESTABLISHING WITHIN THE DEPARTMENT OF YOUTH SERVICES A 1.0 FTE COMMUNITY SERVICE WORKER 2 POSITION

WHEREAS; Lane County, through its Department of Youth Services, is responsible for the probation supervision of youth under the jurisdiction of the Juvenile Court; and

WHEREAS; Effective probation supervision requires that youth be held accountable for injury caused to victims; and

WHEREAS, the Department of Youth Services manages a Community Service program to provide accountability and restitution to victims; and

WHEREAS, the proposed Intergovernmental Agreement will enhance the service delivery capability of the Community Service program; and

WHEREAS, the Board of County Commissioners as the governing body of Lane County may, as provided in ORS 294.326(2) appropriate by resolution unanticipated revenues and expenditures.

NOW THEREFORE IT IS HEREBY RESOLVED AND ORDERED that within Fund 24 for FY 98-99:

1. \$150,000 in revenue and expense is appropriated to the budget of the Department of Youth Services (10); and
2. One 1.0 FTE Community Service Worker 2 position is established within the Department of Youth Services.
3. The County Administrator is delegated authority to execute the proposed Intergovernmental Agreement.

Dated this 14th day of July, 1998.

FILED  
JUL 16 1998

APPROVED AS TO FORM  
Date 7/9/98 Lane County  
[Signature]  
OFFICE OF LEGAL COUNSEL

[Signature] BY [Signature]  
Vice Chair, Lane County Board of Commissioners  
COUNTY CLERK

In the Matter of Approving an Intergovernmental Agreement Between Lane County and the State of Oregon for a Youth Highway Clean-up Program, Delegating to the County Administrator Authority to Execute the Agreement, Appropriating to the Budget of the Department of Youth Services \$150,000 in Additional Revenue and Expense in the Fiscal Year 1998-1999, and Establishing Within the Department of Youth Services a 1.0 FTE Community Service Worker 2 Position  
ca/mi/orders/98008/T

June 23, 1998

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Misc. Contracts & Agreements  
Agreement No. 16362

## INTERGOVERNMENTAL AGREEMENT TO AGREE

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; and LANE COUNTY, acting by and through its Juvenile Department, hereinafter referred to as "County".

### RECITALS

1. By the authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

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

### TERMS OF AGREEMENT

1. Under such authority, ODOT wishes to retain the services of County, through County's Juvenile Department Community Service Program, to provide youth labor work crews, and the supervision for said work crews, for highway-related work in and around Lane County. Payment for said services shall not exceed a maximum amount of \$150,000 in state funds per State fiscal year.
2. This agreement shall become effective upon execution of this agreement by all parties and shall terminate three years from said date. The agreement may be extended or modified by mutual consent of both parties in the form of a written amended agreement.

### COUNTY OBLIGATIONS

1. County shall furnish youth work crews as available from County programs, to perform highway-related landscape activities (cutting brush, pulling weeds, picking up litter, mowing grass, as requested by the ODOT District 5 work crew liaison. The request shall be in the form of a Work Order Authorization, attached hereto as Exhibit A and by this reference made a part hereof. Both parties shall sign the Work Order Authorization before commencement of work. The County youth labor work crew supervisor is authorized to sign the Work Order for County. County shall

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its officers and employees from any and all claims, suits, and liabilities which may occur in the County's performance of the youth crew work project.

County accepts liability, up to its Constitutional and statutory limits, for any accidents or damage occurring as a result of County's negligence in supervising the work crews when said work crews are working on ODOT property.

12. County, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
13. County acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writing of County that are pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
14. County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which by this reference are made a part hereof. Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
15. County shall perform the service under this agreement as an independent contractor and shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
16. County represents that the County personnel who sign this agreement are duly authorized to do so.

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2. Before the beginning of each State fiscal year, County and ODOT shall agree in written form upon a rate of reimbursement for each fiscal year period, based on County's youth litter patrol costs and transportation costs.
3. This agreement may be terminated by either party upon 30 days written notice.

ODOT may terminate this agreement effective upon delivery of written notice to County, or at such later date as may be established by ODOT, under any of the following conditions.

- a) If County fails to provide services called for by this agreement within the time specified herein or any extension thereof
- b) If County fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
- c) If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
- d) If Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

4. Any and all claims resulting from this agreement shall be resolved in accordance with applicable laws.
5. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provisions of this agreement shall not constitute a waiver by ODOT of that or any other provision.

Agreement to Agree No. 16362

Work Order No. \_\_\_\_\_

Under the terms of the Oregon Department of Transportation and Lane County Juvenile Department agreement dated \_\_\_\_\_ incorporated herein, the following project work is authorized:

Project Name: Youth Work Crew Labor provided to ODOT

ODOT Work Order Coordinator: \_\_\_\_\_

Total Authorized Amt. this Work Order \$ \_\_\_\_\_ Expenditure Acct. No.: \_\_\_\_\_

Work Order Start Date: \_\_\_\_\_ Work Order End Date: \_\_\_\_\_

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate)

Contractor work necessary to complete project as described in original agreement scope of work:  
(Indicate which services are to be used by checking appropriate box(es)).

- Litter Pickup on hwy. right-of-way
- Pulling Weeds on hwy. right-of-way
- Brush Cutting on hwy. right-of-way
- Mowing on hwy. right-of-way

**General Description of project:**

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ACTION APPROVED BY ODOT: I acknowledge and certify that the work in this work order authorization is within the scope of work of the original agreement.

\_\_\_\_\_  
District 5 Work Crew Liaison Date

ACCEPTANCE OF TERMS BY LANE COUNTY:

\_\_\_\_\_  
County Youth Labor Work Crew Supervisor Date

cc: Manager  
ODOT Work Order Coordinator  
Local Agency  
Project Support/General Files