

**FILED**

JUL 05 1995

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COUNTY CLERK  
BY Terri Dubois

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 95-6-28-9

) IN THE MATTER OF AUTHORIZING  
) INTERGOVERNMENTAL AGREEMENT  
) WITH OREGON DEPARTMENT OF  
) TRANSPORTATION - DISTRICT 5, FOR  
) FOREST WORK CAMP WORK CREWS  
) PROJECTS

The Board of County Commissioners of Lane County orders as follows:

THIS MATTER having come before the Board of County Commissioners for the establishment of a certain intergovernmental agreement between Lane County Sheriff's Office and Oregon Department of Transportation - District 5.

WHEREAS, the Board of County Commissioners have previously authorized the Sheriff's Office to negotiate intergovernmental agreements under the authority of Article 11, Section 8 of the Lane County Home Rule Charter and ORS Chapter 190.

WHEREAS, the Sheriff's Office has negotiated with Oregon Department of Transportation - District 5 to provide work crews to perform general highway maintenance beginning July 01, 1995 through June 30, 2000.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners delegates authority to the County Administrator to execute, the Intergovernmental Agreement with Oregon Department of Transportation - District 5, a copy of which is attached as Exhibit "A".

Ordered this 28th day of June 1995.

APPROVED AS TO FORM  
Date 6/16/95 Lane County  
Terri Dubois  
OFFICE OF LEGAL COUNSEL

Ellie Juandi  
Chair, Lane County Board of  
Commissioners

IN THE MATTER OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION - DISTRICT 5.

**AGREEMENT**

**BETWEEN  
LANE COUNTY SHERIFF'S OFFICE  
AND  
OREGON DEPARTMENT OF TRANSPORTATION - DISTRICT 5**

This agreement is entered into by Lane County Sheriff's Office (hereafter referred to as COUNTY) and the Oregon Department of Transportation (hereafter referred to as ODOT).

Whereas, COUNTY is the administrator of the Corrections Division Forest Work Camp program and wishes to provide work activities for its inmates, and

Whereas, ODOT wishes to accomplish certain highway maintenance work on State owned land, and

Whereas, it is advantageous for COUNTY and ODOT to jointly participate in field work to the mutual benefit of both parties;

NOW THEREFORE in consideration of the above premises, the parties agree as follows:

1. COUNTY SHALL:

- A. Select and assign inmates to crews. Crews will be organized into numbers and configurations requested by ODOT but not to exceed ten inmates per one deputy. Each crew will be supervised by a COUNTY deputy.
- B. Provide food in quantities and quality suitable for arduous labor. Inmates will be provided with a sack lunch prior to their departure from facility.
- C. Furnish inmate crews with clothing as appropriate to the season and the task to be performed. This will include rain gear, work gloves, work boots, hard hats and any personal protective gear required by safety rules for a forest worker.
- D. Save harmless the Transportation Commission and members thereof, the Oregon Department of Transportation and its employees from any and all claims which may arise under the Oregon Tort Claims Act from COUNTY's acts of negligence which results in injuries to any inmate or in damage to another caused by the actions of any inmate.
- E. Be responsible for all necessary medical attention for workers injured while engaged in work under this agreement.
- F. At all times, provide full jurisdiction over and be responsible for the supervision, discipline, and control of inmates assigned to work projects under this agreement.

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- G. Be responsible for the transportation of all inmates working under this agreement.
  - H. Provide necessary training, as it relates to security matters and working with inmates, to ODOT personnel assigned to work with inmates.
  - I. Provide all hand tools and equipment for cutting, brushing, and digging. This will include axes, machetes, shovels, sandviks and hoes.
2. ODOT SHALL:
- A. Assign a representative as technical liaison for each project, depending on job and experience level of the deputy.
  - B. Provide necessary training for inmates and deputies as related to projects and maintenance of recreation areas.
  - C. Loan other related tools, equipment, field supplies and specialized gear for ODOT projects. Tools and equipment shall be returned when a project has been completed in like condition when loaned, except for normal wear and tear. Any unused materials or field supplies shall be returned upon project completion.
3. IT IS MUTUALLY AGREED BETWEEN BOTH PARTIES THAT:
- A. ODOT shall submit to COUNTY an annual plan of proposed projects with an estimate of the time frame and the number of man-days required. ODOT will, with each approaching project, provide a request containing a description of the work to be done, technical specification, project locations, and required accomplishment dates. A project request can be done orally in emergency situations.
  - B. COUNTY and ODOT shall agree in written form upon a rate of reimbursement for each budget period, based on deputy and transportation costs. COUNTY shall provide to ODOT an invoice and an itemized report for each project on a monthly basis where work was performed. The total value of projects is not to exceed \$75,000.00 per COUNTY fiscal year. The duration of this agreement is five years (July 1, 1995 through June 30, 2000).
  - C. COUNTY employees and work crew members under this agreement are not State employees. ODOT shall have no responsibility for the payment of wages or related benefits such as health insurance or unemployment compensation.
  - D. ODOT and COUNTY will meet as often as necessary to effect administration of the agreement.
  - E. This agreement can be terminated by either party upon 30 days written notice from one party to the other.

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F. Any and all claims resulting from this agreement will be resolved in accordance with applicable laws.

This agreement become effective upon the date executed by both COUNTY and ODOT, as shown below.

LANE COUNTY SHERIFF'S OFFICE

OREGON DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Robert L. McManus, Sheriff

By: *L. R. Asbury*  
Larry R. Asbury, District Manager

Date: \_\_\_\_\_

Date: 5/26/95

LANE COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
William A. Van Vactor, Lane County Administrator

Date: \_\_\_\_\_

*[Faint stamp or signature]*