

PASSED

IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, Oregon

ORDER NO. _____

00-4-12-9

**)IN THE MATTER OF APPROVING PARTICI-
)PATIVE VOLUNTEER AGREEMENT (2000-
)2004/LC-1) WITH EUGENE DISTRICT, BUREAU
)OF LAND MANAGEMENT FOR FOREST WORK
)CAMP PROJECTS**

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

THIS MATTER having come before the Board of County Commissioners for the continuance of a certain Participative Volunteer Agreement between Lane County Sheriff's Office/Alma Forest Work Camp and Bureau of Lane Management.

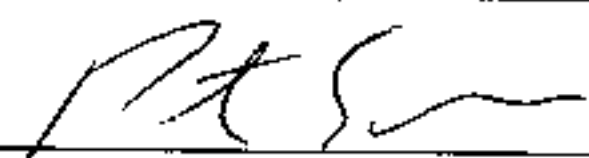
WHEREAS, the Board of County Commissioners has previously authorized the Sheriff's Office to negotiate intergovernmental agreements under the authority of Article 11, Section 8 of the Lane County Home Rule Charter and ORS Chapter 190.

WHEREAS, the Sheriff's Office/Alma Forest Work Camp has previously entered into a Participative Volunteer Agreement with the Bureau of Land Management to furnish inmate work crews for normal forest improvement, for conservation work and for protection of public lands.

WHEREAS, the Bureau of Land Management, Eugene District has submitted this Agreement that will remain in effect for a period of five (5) years beginning October 1, 1999, and continuing through September 30, 2004.

IT IS HEREBY ORDERED that the Board of County Commissioners delegates authority to the County Administrator to execute the Participative Volunteer Agreement between Bureau of land Management, Eugene District and Lane County Sheriff's Office/Alma Forest Work Camp, in substantial conformity with the attached Exhibit "A."

Signed this 12th day of April, 2000



Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date _____ Lane County

OFFICE OF LEGAL COUNSEL

**PARTICIPATIVE VOLUNTEER AGREEMENT
2000-2004/LC-1**

**LANE COUNTY SHERIFF'S OFFICE
ADULT CORRECTIONS DIVISION
and
EUGENE DISTRICT
BUREAU OF LAND MANAGEMENT
U.S. DEPARTMENT OF THE INTERIOR**

This agreement is made and entered into by and between the Lane County Sheriff's Office (hereinafter referred to as AGENCY) and the Eugene District, Bureau of Land Management, U.S. Department of the Interior (hereinafter referred to as BLM), under the authority of the Volunteers in the Park Act of 1969, amended 1984, (P.L. 98-540) and Executive Order 11755.

Whereas, the AGENCY in the administration of its corrections program is desirous of providing forest work activities and training opportunities for its inmates; and

Whereas, the AGENCY, which is currently providing such forest work activities on State and County lands in the vicinity of the BLM's Eugene District, is desirous of obtaining additional work sites and projects in and around the BLM's Eugene District; and is desirous of lending its aid and support to the protection, development, and improvement of the BLM lands within the State of Oregon; and

Whereas, the BLM is responsible for multiple-use land management in and around the BLM's Eugene District, has available work sites and projects, and has determined that the public interest will be benefitted by providing work sites and projects to the AGENCY for the aforementioned purposes; and

Whereas it is to the mutual benefit of both parties that work sites and project in and around the BLM's Eugene District and other nearby Federal lands be made available to the AGENCY;

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

A. THE AGENCY SHALL:

1. Furnish work crews as available from AGENCY facilities, adequately equipped and clothed to do normal forest improvement and conservation work, to perform specified projects at various sites in and around the BLM's Eugene District.
2. Provide all necessary medical attention for injuries of AGENCY supervisory personnel and crew members sustained while engaged in work under this agreement.

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3. Be responsible for housing, feeding, clothing, transportation, medical care, and other welfare needs, as may be required, for AGENCY'S supervisory personnel and work crew members.
4. At all times have full jurisdiction over and be responsible for the supervision, discipline and control of inmates or wards assigned to work projects under this Agreement, including providing any necessary control personnel.
5. Make a good faith effort to maintain a drug-free workplace under law, Department policy, County policy, and applicable labor agreements.
6. In connection with the performance of work under this Agreement, not discriminate against any employee or crew member because of age, sex, race, religion, color, or national origin.
7. To complete assigned work project to the specifications and standards of the BLM.

B. THE BLM SHALL:

1. Submit project requests to the AGENCY, describing the work to be done, technical specifications, project locations, and dates of project.
2. Provide to AGENCY supervisory or administrative personnel any technical assistance needed to clarify project specifications or needs, and to provide detailed site instruction and any necessary training.
3. Loan essential tools and equipment, and provide necessary materials for the adequate completion of project work, which is not already provided by the AGENCY. Tools and equipment shall be returned when no longer needed for the project(s) in like condition when loaned, except for normal wear and tear. Unused materials shall likewise be returned upon project completion.
4. Instruct its personnel not to mail or deliver letters to or for crew members, nor barter, gamble, furnish money, alcohol, drugs, tangible goods, or other items or substances prohibited by the AGENCY to crew members or AGENCY employees, except as may otherwise be allowed by this agreement. The AGENCY shall provide to the BLM a listing of any prohibited items or substances not specifically described above.
5. To reimburse the AGENCY on receipt of an invoice of expenditures, at the agreed upon rate of reimbursement for the regular hourly rate of \$38.86 and the overtime hourly rate of \$50.85. This rate will be adjusted yearly with a letter of agreement between the BLM and AGENCY. A sample of an invoice appears as Exhibit I.

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6. Pay all invoices within 30 days of receipt.

C. IT IS MUTUALLY AGREED BETWEEN BOTH PARTIES THAT:

1. This agreement will remain in effect for a period of five (5) years beginning on October 1, 1999 and continuing through September 30, 2004.
2. The BLM and the AGENCY shall meet as often as necessary to effect administration of the Agreement in a mutually acceptable manner. Both parties will designate liaison officers in writing to the other.
3. Project work performed under this Agreement will not displace employed persons or impair existing contracts.
4. Any or all items not so stated in writing in the Agreement are invalid.
5. AGENCY employees and work crew members under this Agreement are not Federal employees for the purposes of laws administered by the Office of Personnel Management, and do not have title to any benefits such as health insurance, leave, retirement, OWCP coverage or the benefits of the Federal Tort Claims Act. The BLM shall have no responsibility for the payment of wages or related benefits such as health insurance or unemployment compensation.
6. Work performed under this Agreement shall consist of forest improvement and conservation projects.
7. A Project Agreement for Cooperative services will be executed prior to the beginning of projects authorized by the Agreement. A sample of this document appears as Exhibit II.
8. The total obligation of the BLM under this Agreement is estimated not to exceed \$25,000.00 per fiscal year.
9. The BLM shall be liable for injury or loss of property, personal injury or death caused by the negligent or wrongful act omission of any employee of the BLM while acting within the scope of their office or employment under certain circumstances where the BLM, if a private person, would be liable to the claimant in accordance with the law of the State where the act or omission occurred.
10. Nothing in this Agreement shall be construed as obligating the BLM to expend, or as involving the United States in any obligation for the future payment of money, in excess of appropriations authorized by law.

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11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
12. This agreement may be determined by either party upon 30 days written notice from one to the other.
13. Any and all claims resulting from this Agreement will be resolved in accordance with applicable laws.
14. Any facilities or land resources developed or improved under this Agreement shall be and remain the property of the United States.

IN WITNESS THEREOF, the parties hereto executed this Agreement as of the last day written below.

LANE COUNTY SHERIFF'S OFFICE

U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
Eugene District

By _____
Jan Clements
Sheriff, Lane County

By Denis Williamson
Denis Williamson
District Manager

Date: _____

Date: 3/3/00

LANE COUNTY ADMINISTRATION

By _____
William VanVactor
County Administrator

Date: _____

Enclosures
Exhibit I
Exhibit II

PROJECT INVOICE
AGREEMENT 2000-2004/LC-1

Attention

Date

Resource Area/Division

Project

Work Dates

Work Accomplished

Billing Information

Total Due

H:\DMS\WPV\VOLUNTEER.AGR

PROJECT AGREEMENT
AGREEMENT NO. 2000-2004/LC-1

Cooperating AGENCY:

Lane County
Department of Public Safety
125 East 8th Avenue
Eugene, Oregon 97401

Resource Area/Division:

AGENCY will make available _____ crew(s) with _____ deputy(ies). AGENCY will also provide all tools, equipment, vehicles, supervision, and support services.

1. Project description (include job site location, start and completion dates, estimate of total hours, and project cost(s):

2. _____ is hereby designated to serve as liaison with the BLM in day-to-day operations under this agreement.

_____ Is hereby designated to serve as liaison with the AGENCY in day-to-day operations under this agreement.

3. All provisions of the Volunteer Agreement between the BLM and the AGENCY are incorporated by reference as part of this agreement.

LANE COUNTY
Department of Public Safety

Signature

Title: _____

Date: _____

BUREAU OF LAND MANAGEMENT
Eugene District

Signature

Title: _____

Date: _____

Remarks:

Management Charge Code No.: _____