

Memorandum Date: 8/21/07  
Order Date: 9/12/07

W. B. D. I.

---

**TO:** Board of Lane County Commissioners

**FROM DEPARTMENT:** Public Works

**PRESENTED BY:** Frank Simas, Right of Way Manager

**AGENDA ITEM TITLE:** IN THE MATTER OF ENTERING INTO A REVENUE AGREEMENT WITH THE CITY OF SPRINGFIELD FOR RIGHT OF WAY AND SURVEYING SERVICES IN AN AMOUNT NOT TO EXCEED \$200,000

---

**I. MOTION**

Move approval of the Order authorizing Public Works staff to enter into a revenue agreement with the City of Springfield for right of way services and surveying services in an amount not to exceed \$200,000 and authorizing the County Administrator to sign the agreement.

**II. DISCUSSION**

**A. Background / Analysis**

The City of Springfield has requested to retain the services of the County for right of way and surveying services including but not limited to appraisal, negotiation, provision of relocation assistance, right of way and construction surveying and right of way engineering. The term of the agreement begins July 1, 2007 and ends June 30, 2008, or upon project completion, whichever comes first.

ORS 190.110 grants the authority for units of local government to enter into agreement for the performance of any and all function and activities that any party to the agreement or its officers or agents have the authority to perform. The City will reimburse the County for all costs.

The "Not to Exceed" amount of this contract of \$200,000 exceeds the authority delegated to the County Administrator for execution of contracts pursuant to Lane Manual 21.145(b), and therefore action by the Board is necessary to authorize the signing of the Agreement.

**B. Recommendation**

The Board's options are to approve the Order authorizing the County Administrator to sign the Agreement; to deny approval of the Order or to direct staff otherwise. It is recommended that the Order be approved.

### **III. ATTACHMENTS**

Copy of form of Intergovernmental Agreement.

IN THE BOARD OF COUNTY COMMISSIONERS  
OF LANE COUNTY, OREGON

ORDER NO.

( IN THE MATTER OF ENTERING INTO A  
( REVENUE AGREEMENT WITH THE CITY OF  
( SPRINGFIELD FOR RIGHT OF WAY AND  
( SURVEYING SERVICES IN AN AMOUNT  
( NOT TO EXCEED \$200,000

**WHEREAS**, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agents have the authority to perform; and

**WHEREAS**, the City of Springfield has requested to retain the services of the County for right of way and surveying services, including but not limited to, appraisal, negotiation, provision of relocation assistance, right of way and construction surveying and right of way engineering; and

**WHEREAS**, the City will reimburse the County for all costs in accordance with LM 21.124, and the term of the Agreement runs from July 1, 2007 through June 30, 2008, or until project completion whichever shall occur first; **NOW, THEREFORE BE IT**

**ORDERED**; that the Department of Public Works is authorized to enter into revenue agreement with the City of Springfield in an amount not to exceed \$200,000; **AND BE IT**

**FURTHER ORDERED**, that the County Administrator is authorized to execute the agreement in substantially the form of the attached agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Faye Stewart, Chair,  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 9-6-07 lane county  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

**CITY OF SPRINGFIELD  
INTERGOVERNMENTAL AGREEMENT  
RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT**

**BETWEEN:** The City of Springfield (CITY), a unit of local government of the state of Oregon

**AND:** Lane COUNTY (COUNTY), a unit of local government of the state of Oregon

**EFFECTIVE DATE:** July 1, 2007

**RECITALS**

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this contract will mutually benefit the parties hereto.
- C. CITY and COUNTY desire to enter into a contract wherein COUNTY will provide the services described in this contract on the terms and conditions set forth herein and in Exhibit C (attached hereto and incorporated herein by reference).

**AGREEMENT**

1. **Services to be Provided.** COUNTY agrees to provide services to CITY as described in Exhibit C. Services to be provided at the hourly rates and not to exceed the total consideration specified in Exhibit C.
2. **Contract Duration.** This agreement shall be in effect from effective date shown above to June 30, 2008, or until project completion, whichever comes first.
3. **Termination.** Upon seven days' prior written notice delivered to the persons designated in paragraph 4, either party, without cause, may terminate its participation in this contract.

4. **Contract Administration.** Each party designates the following as its representative for purposes of administering this contract. Either party may change its designated representative by giving written notice to the other as provided in paragraph 11.

**COUNTY:** County Engineer  
Lane County  
Public Works  
3040 North Delta Hwy.  
Eugene, OR 97408

**CITY:** City Engineer  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477

5. **Records/Inspection.** CITY and COUNTY shall each maintain records of its costs and expenses under this contract for a period of not less than three full fiscal years following COUNTY's completion of this contract. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.
6. **INDEMNIFICATION.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
7. **STATUS.** In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
8. **Subcontracting.** COUNTY shall not subcontract its work under this contract, in whole or in part, without CITY's prior written approval. COUNTY shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of COUNTY specified in this contract. Notwithstanding CITY's approval of a subcontractor, COUNTY shall remain obligated for full performance of this contract and CITY shall incur no obligation to any sub-contractor.
9. **Assignment.** Neither party shall assign this contract in whole or in part, or any right or obligation hereunder, without the other party's written approval.

- 10. Compliance With Laws.** COUNTY shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
- 11. Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 4. Either party may change its address by notice given to the other in accordance with this paragraph.
- 12. Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.
- 13. Interpretation.** This contract shall be governed by and interpreted in accordance with the laws of the state of Oregon.
- 14. Applicable Laws.** Both parties agree to 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 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 , which hereby are incorporated by reference. Without limiting the generality of the foregoing, both parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (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. Workers' Compensation.** All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Both parties shall ensure that each of its subcontractors complies with these requirements.
- 16. Federal Funds Certification.** Because federal funds are involved in this Agreement, Exhibits A and B are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by COUNTY. For purposes of Exhibits A and B, references to "CITY" shall mean City of Springfield, references to "COUNTY" shall mean Lane County and references to "Contract" shall mean this Agreement.
- 17. County Compliance with Federal Funds Requirements.** Because federal funds are involved in this Agreement, COUNTY, as a recipient of federal funds, pursuant to this

Agreement with the CITY, shall assume sole liability for COUNTY'S breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon COUNTY'S breach of any such conditions that requires CITY to return funds to the Federal Highway Administration, hold harmless and indemnify the CITY for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

**18. Signatures.**

**CITY OF SPRINGFIELD:**

**By:**

\_\_\_\_\_  
(signature)

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

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

**COUNTY:**

**By:**

\_\_\_\_\_  
(signature)

**Name:**

\_\_\_\_\_

**Title: County  
Administrator**

\_\_\_\_\_

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

**REVIEWED & APPROVED**

**AS TO FORM**

*[Signature]*

**DATE:** 7/26/07

**LEGAL COUNSEL**

## **EXHIBIT A**

### **COUNTY CERTIFICATION**

COUNTY certifies by signing this Contract that COUNTY has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

COUNTY further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

### **CITY OFFICIAL CERTIFICATION**

CITY official likewise certifies by signing this Contract that COUNTY or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

CITY official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.



**EXHIBIT B**  
Federal Provisions  
City of Springfield

**CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

COUNTY certifies by signing this Contract that to the best of its knowledge and belief, it and its Commissioners, employees and agents:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where COUNTY is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to CITY.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

**EXCEPTIONS:**

Exceptions will not necessarily result in denial of award, but will be considered in determining COUNTY responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

COUNTY is advised that by signing this Contract, COUNTY is deemed to have signed this certification.

**II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS**

1. By signing this Contract, COUNTY is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. COUNTY shall explain why it cannot provide the certification set out below. This explanation will be considered in connection with CITY determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when CITY determined to enter into this transaction. If it is later determined that COUNTY knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government CITY may terminate this transaction for cause of default.
4. COUNTY shall provide immediate written notice to CITY if at any time COUNTY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. COUNTY agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions (subcontracts) with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by CITY or agency entering into this transaction.
7. COUNTY further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the CITY entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or CITY, CITY may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

- **Appendix B of 49 CFR Part 29 -**

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

#### Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CITY or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower

tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by CITY or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the CITY or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to CITY.

**IV. EMPLOYMENT**

1. COUNTY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COUNTY, to solicit or secure this Contract

and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for COUNTY, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, CITY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. COUNTY shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of CITY, except regularly retired employees, without written consent of the public employer of such person.
3. COUNTY agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. CITY shall be entitled to rely on the accuracy, competence, and completeness of COUNTY's services.

#### V. NONDISCRIMINATION

During the performance of this Contract, COUNTY, for itself, its assignees and successors in interest, hereinafter referred to as COUNTY, agrees as follows:

1. Compliance with Regulations. COUNTY agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. COUNTY shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. COUNTY, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. COUNTY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by COUNTY for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by COUNTY of COUNTY's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, COUNTY agrees as follows:
  - a. COUNTY will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. COUNTY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
  - b. COUNTY will, in all solicitations or advertisements for employees placed by or on behalf of COUNTY, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. COUNTY will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by CITY or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of COUNTY's noncompliance with the nondiscrimination provisions of the Contract, CITY shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to COUNTY under the agreement until COUNTY complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. COUNTY will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. COUNTY shall take such action with respect to any subcontractor or procurement as CITY or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event COUNTY becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, CITY may, at its option, enter into such litigation to protect the interests of CITY, and, in addition, COUNTY may request CITY to enter into such litigation to protect the interests of the State of Oregon.

## VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, COUNTY shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

### DBE POLICY STATEMENT

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance CITY has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** CITY and COUNTY agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, COUNTY shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither CITY nor COUNTYs shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. COUNTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by COUNTY to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

**Records and Reports.** COUNTY shall provide monthly documentation to CITY that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. COUNTY shall notify CITY and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, COUNTY must demonstrate to CITY the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to CITY.

Any DBE participation attained after the DBE goal has been satisfied should be reported to CITY.

**DBE Definition.** Only firms DBE certified by the State of Oregon, CITY of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

### COUNTY'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, COUNTY assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

### VII. LOBBYING

The COUNTY certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COUNTY also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



## EXHIBIT C

### LANE COUNTY (COUNTY)/ CITY OF SPRINGFIELD (CITY) RIGHT-OF-WAY AND EASEMENT ACQUISITION SERVICES AGREEMENT

#### COUNTY AGREES TO:

1. Upon written request from **CITY** in the form of a Work Order as shown at ATTACHMENT 2, **COUNTY** will provide right-of-way and easement acquisition services, including appraisals and negotiations with property owners, for projects within the corporate limits of the City of Springfield and within **CITY's** urban growth boundary, and acquire property on behalf of **CITY** as **CITY** property, right-of-way, or easement. If unable by negotiations to reach an agreement for the acquisition of the necessary real property rights needed for projects within **CITY's** jurisdiction, commence and prosecute, in the Circuit Court of Lane County, in the name of **CITY**, any necessary proceedings for the condemnation and immediate possession of necessary real property rights and for the assessment of damages for the taking thereof. **CITY** and **COUNTY** shall determine the provision of legal services on a case-by case basis as needed.
2. Upon written request from **CITY**, **COUNTY** will provide primary surveying service associated with right-of-way acquisition. This shall include, but may not be limited to: field surveys, exhibit maps, legal descriptions of acquisition areas and field staking.
3. Provide, at a minimum, information about cost, timing, and tasks in a work order format (see ATTACHMENT 2) provided by **CITY** before working on a project. **COUNTY** will only provide services based on a work order approved by **CITY**.
4. Provide a detailed invoice to **CITY based on hourly rates as shown on ATTACHMENT 1**, on a monthly basis for each project negotiated under this Intergovernmental Agreement. Invoices shall be for eligible expenses as defined in the Oregon Constitution, Article IX, Section 3a, and in an aggregate amount not to exceed the total consideration for all projects initiated through this Intergovernmental Agreement, and as set forth below.
5. Transfer all records to **CITY** upon completion of each negotiated project.
6. Authorize County Engineer to accept Work Orders on behalf of County.

CITY AGREES TO:

1. Through action of the Common Council of the City of Springfield, authorize **COUNTY** to act as agent of **CITY** for the appraisal, negotiation and acquisition of the real property rights needed to construct public projects within the corporate limits of the City of Springfield and within its urban growth boundary.
2. Through **CITY** Council action, authorize **COUNTY** to commence and prosecute, in the Circuit Court of Lane County, in the name of the **CITY**, any necessary proceedings for the condemnation and immediate possession of necessary real property rights and for the assessment of damages for the taking thereof if the **COUNTY** is unable by negotiations to reach an agreement for the acquisition of the necessary real property rights. City Council action shall be completed for each real property only in the event an agreement cannot be reached through negotiations. **CITY** and **COUNTY** shall determine the provision of legal services on a case-by-case basis as needed.
3. Authorize the City Engineer, or other designated representative, as signer on behalf of **CITY** for all Appraisals and Settlement Agreements including actions to commence condemnation proceedings.
4. Provide **COUNTY** with work orders that define intent, objectives and specific actions for **COUNTY** to perform for a project.
5. Provide environmental investigation and/or other site investigations as each project necessitates.
6. To compensate **COUNTY** for services provided in connection with each Work Order based on the hourly rates listed for each job classification as shown on Exhibit 1 attached hereto and incorporated herein by reference.

BOTH PARTIES AGREE TO:

1. To work cooperatively on all work orders and adhere to the schedule as outlined in each work order.
2. Attend meetings and events as required to implement the tasks as agreed to in each work order.
3. The total consideration to be paid by the **CITY** under this agreement shall not exceed \$200,000, unless mutually agreed by the parties.

4. Mutually determine the provision of legal services on a case-by-case basis if **COUNTY** is unable by negotiations to reach an agreement for the acquisition of the necessary real property rights.

ATTACHMENT 1 TO EXHIBIT C

LANE COUNTY  
DEPARTMENT OF PUBLIC WORKS  
Engineering and Construction Management  
Services Division

Hourly Billable Rates as of May 15, 2007 and through June 30, 2008:

***Engineering and Technical:***

Sr. Engineering Associate	\$90.00
Engineering Associate	\$80.00
Engineering Tech 2	\$70.00
Engineering Tech 1	\$60.00
Environmental Engineering Specialist	\$80.00

***Principal/Supervising:***

County Engineer	\$125.00
Design Engineer	\$105.00
Field Engineering Superintendent	\$100.00
Right of Way Manager	\$100.00

***Right of Way Services:***

Sr. Real Property Officer	\$90.00
Real Property Officer 2	\$80.00

***Survey:***

Sr. Surveyor	\$95.00
--------------	---------

***Administrative and Support:***

Administrative Secretary	\$65.00
Office Assistant 2/Sr. Office Assistant	\$60.00
Sr. Public Works Analyst	\$75.00

## City of Springfield Engineering On-Call Services

Gateway/Beltline Intersection Project

P \_ \_ \_ \_ \_

Work Order \_ \_

July 1, 2007

### **Project Goal:**

Perform right of way services under direction of the City in order to acquire right of way for the Gateway/Beltline Intersection Project.

### **Project Objectives:**

Work with the City Staff to appraise, negotiate, furnish relocation assistance and acquire right of way for the Gateway/Beltline Intersection Project.

Perform timely, accurate and complete analysis and records.

Coordinate with City and City's engineering consultant.

### **Scope of Work and Tasks**

Select a County lead to manage the right of way tasks and duties associated with this project.

Participate on a City and Consultant project team as needed.

Monitor progress of acquisition and provide timely reports to Project Manager regarding status of acquisitions and expenditures.

### **Appraisal:**

Prepare appraisals in conformance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, for land rights needed to construct the project or to engage fee appraisers per requirements contained in Oregon Department of Transportation Right of Way Manual and Contractor Services Guide. Arrange for Site Assessments prepared by an environmental consultant approved by City where appropriate to determine the presence or absence of hazardous materials within properties proposed for acquisition for the project.

Work Order

**Right of Way Acquisition Services:**

Gateway/ Beltline Intersection Project

Page 1 of 3

## ATTACHMENT 2 TO EXHIBIT C

Review any appraisals prepared for use in the project and obtain approval prior to commencement of negotiations with the affected owners for any parcel for which the initial offer exceeds \$20,000.

### **Negotiations:**

Furnish negotiation services for all transactions.

Coordinate with Project Manager and legal counsel (either City or Lane County) with regard to processing of acquisition for filing in court and for determination of provision of legal services in connection therewith by either **CITY OR COUNTY**.

### **Relocation Assistance:**

Furnish relocation assistance to eligible businesses and individuals in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and pursuant to the requirements contained in Chapter 35, Oregon Revised Statutes.

### **Project Closeout:**

Title and escrow, including transmittal of Original Final Title Report to City.

Retention of documents or forwarding to City for filing.

**City contact is Tom Boyatt, 744-3373**

### **Schedule: (subject to change depending on project requirements)**

- City to authorize acquisition of properties identified as full takings \_\_\_\_  
\_\_, 2007.
- City to authorize commencement of preliminary appraisal activity \_\_\_\_  
, 2007
- City to deliver legal descriptions and map to Lane County \_\_\_\_\_,  
2008.
- City to have right of way staking completed \_\_\_\_\_, 2008.
- Appraisals Completed: \_\_\_\_\_, 2008.
- Acquisitions Completed: \_\_\_\_\_, 2009

Work Order

**Right of Way Acquisition Services:**

Gateway/ Beltline Intersection Project

Page 2 of 3

ATTACHMENT 2 TO EXHIBIT C

**Accepted for the City of Springfield:**

---

Tom Boyatt	Project Manager	Date
------------	-----------------	------

**Accepted for Lane County:**

---

Sonny P.A. Chickering	County Engineer	Date
-----------------------	-----------------	------