

W.S.F.I.

**ABBREVIATED CONSENT CALENDAR MEMO**

Memorandum Date: 14 July 2010  
Order Date: 28 July 2010

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TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

**AGENDA ITEM TITLE: IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE AMENDMENT NO. ONE TO INTERGOVERNMENTAL AGREEMENT NO. 26029 BETWEEN THE OREGON DEPARTMENT OF TRANSPORTATION AND LANE COUNTY TO PROVIDE ADULT INMATE WORK CREW LABOR IN THE AMOUNT OF \$40,000**

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I. MOTION

MOVE TO APPROVE EXECUTION OF AMENDMENT NO. ONE TO OREGON DEPARTMENT OF TRANSPORTATION CONTRACT NO. 26029

DISCUSSION

A. Background/Analysis

The Oregon Department of Transportation contracts with Lane County to provide court ordered labor work crews.

The original contract has an effective date of 1 July 2009, and this amendment extends the contract to 30 June 2011.

Amendment No. One to the original contract increases the contract value an additional \$40,000, bringing the total contract value to \$190,000.

Lane Manual 21.145 requires Board of Commissioner approval for execution of an Agreement which exceeds \$100,000.

B. RECOMMENDATION

Staff recommends approving execution of Amendment No. One to ODOT contract No. 26029.

The Contract helps another agency and generates revenue in support of the Lane County Inmate Work Crew program.

II. ATTACHMENTS

1. Proposed Board Order No. \_\_\_\_\_.
2. Amendment No. One to ODOT Contract No.26029.

**IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON**

**ORDER NO.**                                   **)IN THE MATTER OF DELEGATING AUTHORITY TO  
)THE COUNTY ADMINISTRATOR TO EXECUTE  
)AMENDMENT NO. 1 TO INTERGOVERNMENTAL  
)AGREEMENT NO. 26029 BETWEEN THE OREGON  
)DEPARTMENT OF TRANSPORTATION AND LANE  
)COUNTY FOR ADULT INMATE WORK CREW  
)LABOR IN THE AMOUNT OF \$40,000**

**THIS MATTER** having come before the Board of County Commissioners for delegating authority to the County Administrator to execute Amendment No. One to the Intergovernmental Agreement with the State of Oregon through the Oregon Department of Transportation (ODOT) for court ordered labor work crews.

**WHEREAS,** Lane Manual 21.145 requires Board of Commissioner approval for execution of an Agreement which exceeds \$100,000.

**WHEREAS,** Amendment No. One increases the ODOT contract an additional \$40,000, bringing the contract total to \$190,000.

**IT IS HEREBY ORDERED** that the Board of County Commissioners delegate the authority to the County Administrator to execute Amendment No. One to ODOT Intergovernmental Agreement No. 26029 for Adult Inmate Work Crew labor in the amount of \$40,000 in substantial conformity to Exhibit A.

Effective Date:            day of                                    , 2010

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

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
Court Ordered Labor Work Crews  
Lane County**

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 designated officials, hereinafter referred to as "County," entered into an Agreement on August 24, 2009. Said Agreement covers the services of County to provide court ordered labor work crews.

It has now been determined by ODOT and County that the Agreement referenced above shall be amended to increase cost and extension of time. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:**

1. Under such authority, ODOT wishes to retain the services of County to provide court ordered labor work crews, hereinafter referred to as "Work Crews" and supervision of said Work Crews to perform highway-related maintenance work in and around Lane County. Payment for said services shall be a daily rate of \$840.00 per Work Crew. The Work Crews shall consist of not less than ten (10) Work Crew members. Said daily rate includes supervision by County and transportation costs. Payment to County shall not exceed a total cost of \$150,000 for ODOT fiscal year 2010.

**Shall be deleted in its entirety and replaced with the following:**

1. Under such authority, ODOT wishes to retain the services of County to provide court ordered labor work crews, hereinafter referred to as "Work Crews" and supervision of said Work Crews to perform highway-related maintenance work in and around Lane County. Payment for said services shall be a daily rate of \$840.00 per Work Crew. The Work Crews shall consist of not less than ten (10) Work Crew members. Said daily rate includes supervision by County and transportation costs. Payment to County shall not exceed a total cost of \$190,000 (\$150,000 for ODOT fiscal year 2010 and \$40,000 for ODOT fiscal year 2011).

**TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:**

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2010. This Agreement may be extended or modified by mutual consent of both Parties in the form of a written amended agreement.

**Shall be deleted in its entirety and replaced with the following:**

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2011. This Agreement may be extended or modified by mutual consent of both Parties in the form of a written amended agreement.

**COUNTY OBLIGATIONS, Paragraph 9, Page 2, which reads:**

9. County shall submit invoices to ODOT on a monthly basis, for costs incurred by County on behalf of the Project directly to ODOT's District 5 Office for review and approval. Such invoices will be in a form identifying the Project, Work Order Authorization number, Agreement number, or invoice number or account number or both, and will itemize and explain all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed the daily rate of \$840 per Work Crew and \$150,000 for ODOT fiscal year 2010, including all expenses. Payment will be made within forty-five (45) calendar days from receipt of the invoice.

**Shall be deleted in its entirety and replaced with the following:**

9. County shall submit invoices to ODOT on a monthly basis, for costs incurred by County on behalf of the Project directly to ODOT's District 5 Office for review and approval. Such invoices will be in a form identifying the Project, Work Order Authorization number, Agreement number, the invoice or account number (or both), and will itemize and explain all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$190,000 (\$150,000 for ODOT fiscal year 2010, and \$40,000 for ODOT fiscal year 2011) with the daily rate of \$840 per Work Crew, including all expenses. Payment will be made within forty-five (45) calendar days from receipt of the invoice.

**COUNTY OBLIGATIONS, Paragraph 20, Page 4, which reads:**

20. County's Project Manager for this Agreement is Sergeant Dan Buckwald, 101 W. 5<sup>th</sup>, Eugene, Oregon 97401, phone (541) 682-2253 or an individual designated by the County's Manager in the event of the unavailability of the aforementioned individual.

**Shall be deleted in its entirety and replaced with the following:**

20. County's Project Manager for this Agreement is Sergeant David Bones, 101 W. 5<sup>th</sup>, Eugene, Oregon 97401, phone (541) 682-2253 or an individual designated by the County's Manager in the event of the unavailability of the aforementioned individual.

ODOT/Lane County  
Agreement No. 26029, Amendment No. 1

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**THE PARTIES**, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

*Signature Page to Follow*

ODOT/Lane County  
Agreement No. 26029, Amendment No. 1

On August 2, 2005, the Director, Deputy Director, Highways and Chief Engineer approved Subdelegation Order No. 5, in which the Director, Deputy Director, Highways and Chief Engineer delegate authority to the Region Managers to approve and sign intergovernmental agreements over \$75,000 up to a maximum of \$500,000 when the work is related to a project included in the Statewide Transportation Improvement Program (STIP) or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget.

**LANE COUNTY**, by and through its  
designated officials

By \_\_\_\_\_  
Russel E. Burger, Sheriff

Date \_\_\_\_\_

By \_\_\_\_\_  
Jeff Spartz, County Administrator

Date \_\_\_\_\_

APPROVED AS TO LEGAL  
SUFFICIENCY

By \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

County Contact:  
Sergeant David Bones  
Lane County Sheriff's Office  
101 W. 5<sup>TH</sup>  
Eugene OR 97401  
(541) 682-2253  
david.bones@co.lane.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Jane Lee, Region 2 Manager

Date \_\_\_\_\_

APPROVAL RECOMMENDED

By \_\_\_\_\_  
Karla Keller, Region 2 Maintenance &  
Operations Manager

Date \_\_\_\_\_

APPROVED AS TO LEGAL  
SUFFICIENCY

By \_\_\_\_\_  
Dale K. Hormann, Assistant Attorney  
General

Date \_\_\_\_\_

ODOT Contact:  
Kevin Finch  
Eugene Transportation Maint. Manager  
1920 Henderson Avenue  
Eugene, Oregon 97403-2331  
(541) 686-7586