

AGENDA COVER MEMO

DATE: November 12, 2003

TO: Lane County Board of Commissioners

DEPARTMENT: Public Works Department

PRESENTED BY: Tom Stinchfield, Transportation Planning Engineer

TITLE: ORDER/In the Matter of Ratifying the County Administrator's Execution of an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) with Cover Letter For Power Costs Related to Traffic Signal and Off-Ramp in City of Coburg

I. MOTION

Move approval of the Order.

II. ISSUE

Should the Board of Commissioners ratify the County Administrator's decisions to execute an agreement with ODOT exceeding a three year contract period and \$50,000 and to send a cover letter addressing the County's intent to comply with legal limitations to request, but not agree to, expenditures in future fiscal years for covering power costs for a traffic signal and lighting at the northbound off-ramp of the Coburg interchange with Interstate 5?

III. DISCUSSION

A. Background

ODOT has programmed \$1,800,000 in ODOT funds for a safety improvement project at the northbound off-ramp on Interstate 5 at the Coburg Interchange. This project is included in the adopted STIP and has been previously supported by the Board as a needed interim safety improvement. It will reduce or eliminate traffic queues backing up on the ramp out to the northbound travel lanes on I-5 in the morning commute period. Heavy traffic flows typically approach from the south when the morning shifts begin at Monaco, Marathon, and other manufacturers in Coburg.

ODOT has prepared the project for bid and has processed an Intergovernmental Agreement (IGA) with Lane County regarding the project. See IGA attached. The IGA states that ODOT will provide all construction funding for the project. It requires ODOT to pay for 100% of the maintenance costs associated with a new traffic signal to be constructed on the east side of the freeway at the intersection of the off-ramp, with Van Duyn Road (a county road) and the bridge crossing over the freeway. Based on typical cost-sharing arrangements negotiated by AOC and ODOT, the IGA calls for Lane County to pay 50% of the power costs for the traffic signal operation and associated lighting improvements.

B. Analysis

Based on a review of other traffic signal power bills, we estimate that the monthly cost to Lane County will be in the range of \$75 - \$100 per month initially. These costs will likely be replaced by a similar arrangement at some point in the future when the entire interchange is reconstructed to modern standards, as called for in the Coburg Transportation System Plan.

In order to keep the project on schedule, the County Administrator signed the IGA and forwarded the agreement to ODOT on October 17, 2003. However, there was no specific limit in the contract time period or expenditure obligations (with the exception that a percentage limit was included). Thus, it was not limited to 3 years or \$50,000 and probably exceeded the County Administrator's contract execution authority under LM 21.145. One purpose of this agenda item is to ask the Board of Commissioners, therefore to ratify the County Administrator's execution as its own decision to approve and execute this IGA.

In considering a decision to ratify, the County Administrator also sent a cover letter to ODOT along with the executed contract. See attached letter. There may be an issue about a current Board of Commissioners binding a future Board of Commissioners to pre-determined financial obligations. Again, in the IGA, there is no limit to the contract period or any unilateral right to terminate by the County. The purpose of this letter was to clarify the County's intent in executing this Agreement, e.g., the County will request budget approval each year for an annual amount for the power costs that year. However, the intent in executing this Agreement, was that it is subject to approving expenditures beyond this current county fiscal year. For future fiscal years, the County will follow statutory budget law and debt limitations law in responding to requests for annual budget approval, including for expenditure obligations under this IGA, for each fiscal year as it arises. The ultimate decision about whether or not to approve funds for one-half of the power in any given year will not be made until after the budget process each year. Another purpose of this agenda item is to ask the Board of Commissioners to ratify the cover letter as its own decision and expression of intent in executing the IGA.

C. Alternatives / Options

1. Adopt the Order as attached.
2. Adopt a modified Order.
3. Do not adopt the Order.

D. Recommendation

Option 1.

E. Timing

ODOT is scheduled to open bids on this project on October 23, 2003.

IV. IMPLEMENTATION/FOLLOW-UP

If the Board approves the expenditure, no further action is required.

V. ATTACHMENTS

Order
Attachment 1, Intergovernmental Agreement with ODOT
Attachment 2, Letter from County Administrator dated October 17, 2003.

**IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY
STATE OF OREGON**

ORDER NO.

-) In the Matter of Ratifying the County
-) Administrator's Execution of an Intergovernmental
-) Agreement with the Oregon Department of
-) Transportation (ODOT) with Cover Letter For
-) Power Costs Related to Traffic Signal and Off-Ramp in City of Coburg

WHEREAS, the Oregon Department of Transportation (ODOT) has programmed construction funds in the adopted FY 2002-2005 Statewide Transportation Improvement Program (STIP) for the improvement of the northbound off-ramp on Interstate 5 and construction of a traffic signal at the I-5 interchange in the City of Coburg; and

WHEREAS, Van Duyn Road, a county road, is the east leg of the intersection where the traffic signal will be installed in the City of Coburg; and

WHEREAS, ODOT requested that Lane County execute an intergovernmental agreement for the project, including that Lane County pay 50% of the power costs associated with the traffic signal and illumination for an indefinite period, while ODOT would pay all construction and maintenance costs and 50% of the power costs; and

WHEREAS, due to time constraints, the County Administrator executed the intergovernmental agreement along with a cover letter stating the County's intent in executing as subject to all legal limitations and required annual budget processes; and

WHEREAS, it is likely within the Board of Commissioners authority to decide to execute such an agreement with ODOT, including to express the intent to comply with all applicable legal limitations and budget processes; and

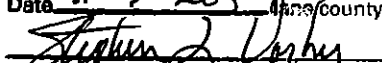
WHEREAS, the Lane County Board of Commissioners wishes to adopt and ratify the IGA and accompanying cover letter as its own decision; now, therefore, it is hereby

ORDERED that the Board of County Commissioners ratifies the County Administrator's October 17, 2003 decisions to execute the intergovernmental agreement with ODOT covering allocation of costs in which the County would pay one-half of the power costs for a traffic signal and lighting at the northbound off-ramp of the Coburg interchange with Interstate 5, and to send the cover letter clarifying the County's intent that execution is subject to the ability to comply with all applicable law.

Dated this _____ day of November 12, 2003.

Peter Sorenson, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 11-3-2003 Lane County

OFFICE OF LEGAL COUNSEL

October 24, 2003

Misc. Contracts & Agreements
Agreement No. 20759

COOPERATIVE IMPROVEMENT AGREEMENT
I5: NB Exit Ramp at Van Duyn Road

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 designated officials, hereinafter referred to as "COUNTY".

RECITALS

1. Pacific Highway, also known as I-5, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Van Duyn Road is part of the County road system under the jurisdiction and control of County.
2. By the authority granted in ORS 190.110, 366.770 and 366.775, ODOT may enter into cooperative agreements with the counties and cities or units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 810.210, ODOT is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where ODOT deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than ODOT, except with its written approval. Traffic signal work on this Project will conform to the current ODOT standards and specifications.

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. For the purpose of providing acceptable traffic patterns on public highways, ODOT and County plan and propose to lengthen and realign the northbound exit ramp, install a new traffic signal at the Coburg Interchange, and reconstruct existing illumination hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project shall be constructed with federal and state funds available to ODOT. Project construction costs, which are subject to change, are

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Lane County / ODOT
I-5: NB Exit Ramp at Van Duyn Road

estimated to be approximately \$1,800,000. All Project costs shall be the responsibility of ODOT.

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The Project shall be completed within 3 calendar years following the date of final execution of this Agreement by both parties.

COUNTY OBLIGATIONS

1. County shall, upon receipt of invoice from ODOT, pay for 50% of the power costs associated with the newly constructed traffic signal and updated illumination.
2. County hereby grants ODOT the right to enter onto and occupy County right-of-way for the performance of this Project.
3. All employers, including County, 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. County shall ensure that each of its subcontractors complies with these requirements.
4. County acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of County which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment or completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
5. 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 hereby are incorporated by reference. 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 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.
6. County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may

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alter or change the grade of existing county roads are being accomplished at the direct request of the County.

ODOT OBLIGATIONS

1. ODOT shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates for the highway Project; obtain any required right-of-way; obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; pay all contractor costs, provide project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. ODOT shall, at Project expense, perform signal design review, signal testing, signal timing work, signal turn on, and inspection.
3. ODOT shall, upon Project completion and at its own expense, perform and be responsible for 100% of the maintenance costs associated with the newly constructed signal and updated illumination.
4. ODOT and County shall, upon Project completion, each be responsible for 50% of the power costs associated with the newly constructed signal and updated illumination. ODOT shall receive billings direct and shall be reimbursed by County's 50% portion of said bill.
5. ODOT's Project Leader for this Project is Karl Wieseke, Area 5, telephone number (541) 744-8080.

GENERAL PROVISIONS

1. ODOT and County agree that a mutual review of the construction plans will be conducted prior to advertisement for construction bid proposals.
2. This Agreement may be terminated by mutual written consent of both parties. 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.

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

- 3. If County fails to maintain facilities in accordance with the terms of this Agreement, ODOT, at its option, may maintain the facility and bill County, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
- 4. To the extent allowable by the Oregon Constitution and limitations of the Oregon Tort Claims Act, the parties hereto agree to indemnify and save the other harmless from any claims, liability, or damages resulting from any error, omission, or act of negligence on the part of the indemnifying party, its officers, agents, or employees relative to the responsibilities of the indemnifying party in performance of this Agreement.
- 5. As federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by ODOT representative.
- 6. 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 provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This Project was approved by the Oregon Transportation Commission on February 13, 2002 as part of the 2002-2005 STIP, Ken Number 10115.

Signature Page to Follow

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The Oregon Transportation Commission on February 13, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On September 6, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Executive Deputy Director for Highways, to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, or in a line item in the approved biennial budget.

STATE OF OREGON, by and through its
Department of Transportation

By _____
Executive Deputy Director for Highways

Date _____

APPROVAL RECOMMENDED

By _____
Tech Services Manager/Chief Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
District 5 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

LANE COUNTY, by and through its
elected officials

By _____
William A. Van Vactor
County Administrator

Date _____

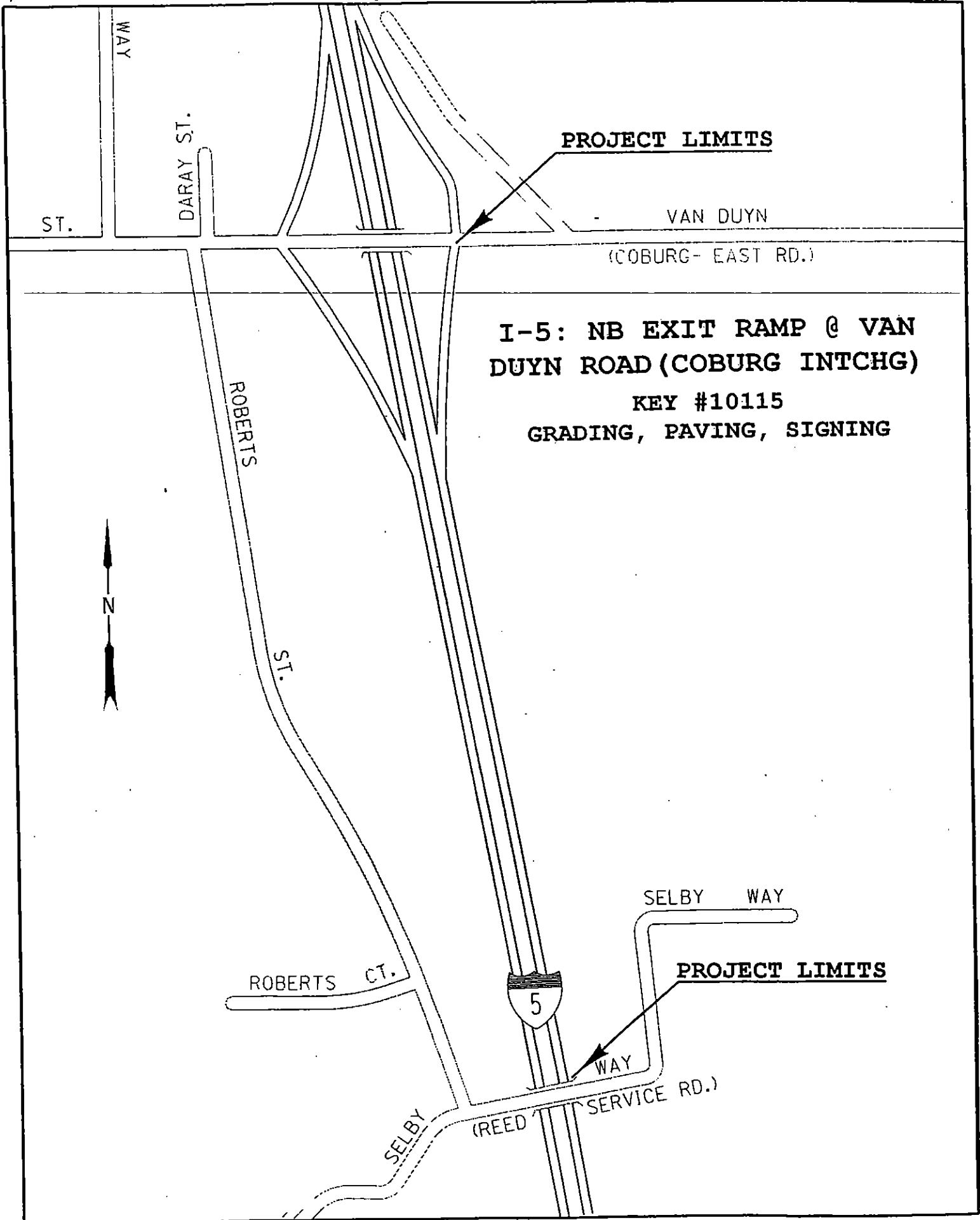
APPROVED AS TO FORM

By _____
County Legal Counsel

Date _____

Agency Contact:
Sonny Chickering
3040 North Delta Highway
Eugene, Oregon 97408-1696

EXHIBIT A



For purposes of Exhibits B and C, references to Department shall mean ODOT, references to Contractor shall mean County and references to Contract shall mean Agreement.

**EXHIBIT B
CONTRACTOR CERTIFICATION**

Contractor certifies by signing this Contract that Contractor 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 Contractor) 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 Contractor), 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):

Contractor 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.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor 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):

Department 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.

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7. The Contractor 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 Department 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 the Department, the Department may terminate this transaction for cause or default.

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

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

- Appendix B of 49 CFR Part 29 -

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

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, the department 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.

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. Contractor 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 Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor 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. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor 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. Contractor 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. Contractor, 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. Contractor 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 Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor'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, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees

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

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department 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, Contractor must demonstrate to Department 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 Department.

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor 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 Contractor 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.

The Contractor also agrees by signing this agreement that he or she 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.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM
REQUIREMENT CONTACT OFFICE
OF CIVIL RIGHTS AT (503)986-4354.



WILLIAM VAN VACTOR

Lane County Administrator

October 17, 2003

Jeff Scheick
Region 2 Manager
Oregon Department of Transportation
455 Airport Road SE
Salem, OR 97301-5395

Dear Mr. Scheick:

We are enclosing an executed agreement regarding Lane County's agreement to pay for one-half of the power for a traffic light on a road in Coburg, along with this letter memorializing Lane County's understanding. In executing this agreement, it is the understanding of Lane County that all of the terms will be construed by the parties as subject to all applicable law, including the Oregon Constitution, Article XI, Section 10, the statutory limitations of the Oregon Tort Claims Act, and budget law applicable to counties. Specifically, Lane County agrees to request budget approval for annual financial obligations as they accrue beyond the current county fiscal year, but are unable to bind future Boards of County Commissioners. In executing this agreement, Lane County does not agree to violate the law nor waive its right to assert claims or seek available legal remedies against the State for violating or for causing Lane County to violate any law, rule, regulation, or constitutional provision.

Thank you for your continued cooperation and assistance.

Respectfully,

William Van Vactor
County Administrator