

COOPERATIVE AGREEMENT

between

UNITED STATES ARMY CORPS OF ENGINEERS
PORTLAND DISTRICT

and

LANE COUNTY SHERIFF'S OFFICE
ADULT CORRECTIONS DIVISION

for

THE PROVISION OF FOREST WORK CAMP SERVICES

This agreement is made and entered into by and between the United States Department of the Army, Corps of Engineers (hereinafter referred to as the "Corps") and the Lane County Sheriff's Office (hereinafter referred to as the "County"), under the authority of Executive Order 11755.

Whereas, the County, in the administration of its corrections program is desirous of providing public lands work activities for its inmates; and

Whereas, the County is currently providing such public lands work activities on state and county lands in the vicinity of the Willamette Valley Projects, is desirous of obtaining additional work sites and projects in and around the Willamette Valley Projects, and is desirous of lending its aid and support to the protection, development and improvement of the public lands within the State of Oregon; and

Whereas, the Corps is responsible for multiple-use land management in and around the Willamette Valley Projects, has available work sites and projects, and has determined that the public interest will be benefited by providing work sites and projects to the County for the aforementioned purposes; and

Whereas it is to the mutual benefit of both parties that work sites and projects in and around the Willamette Valley Projects be made available to the County;

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

ARTICLE 1. General Provisions

1. The County and the Corps agree to describe and execute a scope and extent of resource management activities, to be provided as service by the County in accordance with this agreement. These activities, as concurred by the County, are to be made a part hereto as Task Orders for services. Written acceptance of a Task Order by both agencies shall be required prior to the commencement of work.

2. For the purpose of expediting Corps approval, the Project Manager, Willamette Valley Projects, has been authorized to approve Task Orders developed under this agreement.

3. Nothing in this Agreement shall be intended to conflict with present County or Corps directives.

4. Any facilities or land resources developed or improved under this Agreement shall be and remain the property of the United States.

5. This Agreement is subject to all applicable federal and state laws and regulations except as specifically stated herein.

6. The parties agree and acknowledge the parties to this agreement act in their own independent capacities and that no party is or shall be deemed an agent, officer, or employee of any other party, and that each party is solely responsible for its own actions and omissions. The parties further acknowledge that the obligations of the various parties are governed by federal and state tort law as may be the particular case, and that no waiver of any statutory rights, exemptions, or defenses has been made or is being made herein.

7. To the extent that federal funds are made available to non-federal parties under this Agreement, each non-federal party is required to and does agree to comply with federal Buy American Act procedures. [Source: Sec. 502-504, FY94 Civil Works Appropriation statute.]

8. For a period of 3 calendar years from the completion of this agreement or each separately funded task order under it, the non-federal parties shall maintain books, records, documents and other evidence pertaining to costs and expenses incurred under this Agreement, to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature involved therein. The non-federal parties shall make available at their offices at reasonable times the accounting records for inspection and audit by the authorized representatives of the Corps of Engineers, the Comptroller General of the United States, or other similar federal officers so designated by law or regulation.

ARTICLE 2. Obligations of the County

1. Furnish work crews as available from County facilities, adequately equipped and clothed to do normal public lands improvement and conservation work, to perform specified projects at various sites in and around Lane County.

2. Provide all necessary medical attention for injuries of County supervisory personnel and crew members sustained while engaged in work under the Agreement.

3. Be responsible for housing, feeding, clothing, transportation, medical care and other welfare needs, as may be required, for County'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 custody personnel.

5. 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.

6. To complete assigned work projects to the specifications and standards of the Corps.

7. Meet the compliance requirements of Executive Order 11755.

8. Work performed under this Agreement shall consist of public lands improvement and conservation projects. Fire suppression and prescribed burning shall not be performed under this Agreement. In the case of fire, the County shall promptly notify the Corps.

ARTICLE 3. Obligations of the Corps of Engineers

1. Submit Task Order requests to the County, describing the work to be done, technical specifications, project locations and dates of project and location availability.

2. Provide to the County 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 adequate completion of project work which is not already provided by the County. 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 County to crew members or County employees, except as may otherwise be allowed by this Agreement. The County shall provide to the Corps a listing of any prohibited items or substances not specifically described above.

5. To reimburse the County on receipt of an invoice of expenditures.

6. Pay all invoices within 45 days of receipt.

7. Project work performed under this Agreement will not displace employed persons or impair existing contracts.

8. Total obligation of the Corps under this agreement is to be based upon payment of the minimum hourly rate as established by the County each year. Total value of projects shall not exceed \$24,999.00 during 1 July through 30 June.

9. Nothing in this Agreement shall be construed as obligating the Corps to expend, or as involving the United States in any obligation for the future payment of money, in excess of appropriations authorized by law.

ARTICLE 4. Period of Services

1. The period of this Agreement shall be from the date of execution until terminated by either party, as provided for by the Agreement.

2. The Corps and the County 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.

ARTICLE 5. Disputes

Any and all claims resulting from this Agreement will be resolved in accordance with the Contract Disputes Act of 1978.

ARTICLE 6. Exclusion of Federal Employee Benefits

County employees and work crew members under this Agreement are not Federal employees for the purposes of laws administered by

CA: Forest Work Camp Services
COE & Lane County, OR

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 Corps shall have no responsibility for the payment of wages or related benefits such as health insurance or unemployment compensation.

ARTICLE 7. Tort Liability

Each party shall be solely responsible for its own torts, in accordance with applicable federal and state law. The Corps shall identify work items to be performed to County Supervisors who will actually supervise and direct the County work crews in the performance of work.

ARTICLE 8. Transfer or Assignment

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless approved in writing by all parties. Any such assignment, to be valid, must be in full conformance with the federal Anti-Assignment Act applicable to federal contracts.

ARTICLE 9. Term of Agreement

1. This Agreement may be terminated by either party upon 30 days written notice from one to the other.

2. The term of this Agreement shall be for 5 years and the Agreement may be renewed for successive 5 year periods.

ARTICLE 10. Funds Availability

Federal obligations are subject to the availability of appropriated funds from Congress.

ARTICLE 11. Officials Not To Benefit

No member 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.

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

U. S. ARMY CORPS OF ENGINEERS
Portland District

George R. Wight 94 Feb 01
GEORGE WIGHT date
Acting Chief
Contracting Division

LANE COUNTY

Robert L. McManus 3/18/94
ROBERT L. McMANUS date
Sheriff
Lane County

William Van Vactor 3/31/94
WILLIAM VAN VACTOR date
County Administrator
Lane County

RECORDED & INDEXED
3/18/94
Jesse J. Jahnke
Office of Legal Services

CA: Forest Work Camp Services
COE & Lane County, OR