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**INTERGOVERNMENTAL AGREEMENT
Sno-Park Parking Permit Enforcement**

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 "State;" and the Klamath County, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 810.170(3) State may enter into agreements with county law enforcement agencies for enforcement of the parking permit requirement in designated winter recreation parking locations (Sno-Parks).
2. By the authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.

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. Under such authority, State wishes to retain the services of County to provide enforcement of the provisions of ORS 811.590, "unlawful parking in winter recreation parking area", in the parking areas designated by the Oregon Transportation Commission as Sno-Parks ("Services"). Said parking areas are listed on Exhibit A attached hereto and by this reference made a part hereof. Services provided under this Agreement are those in addition to regular County patrols.
2. Payment for said services shall not exceed a maximum amount of \$45.00 per hour patrolled with a maximum not to exceed \$3,825.00 per winter season in state funds. Said maximum amount shall include reimbursement for all expenses.
3. The Services shall begin with the opening of the winter recreation areas due to snow conditions but not earlier than November 1. Services shall conclude on April 30 or the closing of the winter recreation areas due to snow conditions whichever is first.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on August 31, 2019, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

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COUNTY OBLIGATIONS

1. County shall provide approximately 85 hours enforcing the provisions of ORS 811.590 in the Sno-Parks listed in Exhibit "A" during the winter season. Efforts will be focused on high use periods such as weekends, state holidays, and other heavy use periods from mid-day to early evening. The patrols hour include travel time from the nearest duty station to the Sno-Parks. Patrols may be determined by County to provide cost effective and efficient enforcement, within the terms of the Agreement. Such patrols should be varied to encourage as much compliance with ORS 811.590 as possible.
2. Services may be performed utilizing individual or two person teams of cadets, reserve, retired, or active duty officers as may be determined appropriate by County to be the most cost effective based on the size and number of Sno-Parks in the areas patrolled.
3. County shall administer standards in performance, supervise and direct its personnel and shall provide all necessary labor, vehicles, supervision, equipment, communication facilities, and supplies necessary to carry out the provisions of this Agreement.
4. County shall keep accurate cost accounting records. County shall submit invoices for periods of not less than one-month duration directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project and include the dates and total hours per day patrolled, the Sno-Park name(s), and the number of vehicles checked and number of Sno-Park parking permit citations issued per Sno-Park. The final invoice for each winter season shall be presented no later than June 1st of each year. Failure to present invoices in proper form by June 1 shall constitute a waiver on the part of the County to present such claims thereafter and to receive payment therefore.
5. County shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
6. 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 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, County expressly agrees 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.

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7. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. All employers, including Agency, 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
9. County shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
10. Any such indemnification shall also provide that neither County's contractor and subcontractor nor any attorney engaged by County's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that County's contractor is prohibited from defending the State of Oregon, or that County's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against County's contractor if the State of Oregon elects to assume its own defense.
11. County acknowledges and agrees that State, the Oregon Secretary of State's Office, 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 six (6) years after final payment. Copies of applicable records shall be made available upon request.

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12. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
13. County's Project Manager for this Project is the CPL Brian Bryson (insert title, address phone number and e-mail address). County shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay County within forty-five (45) days of receipt by State of the Project invoice up to \$45.00 per hour patrolled up to a maximum amount of \$3,825.00 per winter season. Said maximum amount shall include reimbursement for all expenses.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is the Sno-Park Program Administrator at 455 Airport Road, Bldg. K, Salem OR 97301; 503-986-3006. State shall notify County in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by State, 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

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- 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 State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or County with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with County (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent

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it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

The Director of the Oregon Department of Transportation approved Delegation Order DIR 03 in which authority was granted to the Highway Division Administrator to approve agreements with local governments. Said authority, up to \$500,000 has been further delegated to the Maintenance and Operations Engineer pursuant to Delegation Order HWY 01, Item B9.

KLAMATH COUNTY, by and through its elected officials


By 

Title Sheriff

Date 1-18-17

Federal Tax ID 93-6002301

STATE OF OREGON, by and through its Department of Transportation

By 
Maintenance and Operations Engineer

Date 1/20/17

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 EXHIBIT A

| Inventory No. | Sno-Park Name | Highway | Mile Post | Size (Acres) | Vehicle Capacity | Forest | Elevation |
|---------------|--------------------------|-----------------------|-----------|--------------|------------------|-----------|-----------|
| 4-1 | Walt Haring (Chemulfi) | The Dallas-California | 203 R | 50 | 50 | Winema | 4820 |
| 22-3 | Annie Creek | Crater Lake | 84.22 L | 25 | 25 | Winema | 4300 |
| 270-4 | Lake of the Woods Summit | Lake of the Woods | 32.48 L | 110 | 110 | Winema | 5200 |
| 270-5 | Ichabod Spring | Lake of the Woods | 35.48 R | 10 | 10 | Winema | 5000 |
| 270-6 | Four Mile Lake Road | Lake of the Woods | 35.71 L | 8 | 8 | Winema | 5000 |
| 270-7 | Great Meadows | Lake of the Woods | 37.55 R | 150 | 150 | Winema | 5000 |
| 270-8 | Dead Indian | Lake of the Woods | 37.68 L | 25 | 25 | Winema | 5000 |
| 270-9 | Rainbow Bay | Lake of the Woods | 36.30 R | 18 | 18 | Winema | 5000 |
| 429-1 | Crescent Lake | Crescent Lake | 2.39 R | 30 | 30 | Deschutes | 4800 |
| 429-2 | Junction | Crescent Lake | 0.5 R | 60 | 60 | Deschutes | 4800 |

Note: Oregon has reciprocal agreements to honor Sno-Park permits with the States of California and Idaho.