

# Linn County Road Department Certified Agency Manual

## **Section 5**

### **Phase III - Right of Way**



# Purchase Order

PENDING APPROVAL

**LANE COUNTY**  
 PURCHASING  
 541-682-8593  
 3040 NORTH DELTA HWY  
 EUGENE OR 97408

|                             |             |                 |             |
|-----------------------------|-------------|-----------------|-------------|
| <b>Purchase Order</b>       | <b>Date</b> | <b>Revision</b> | <b>Page</b> |
| PW12032001                  | 04/24/2012  |                 | 1           |
| <b>Freight Terms</b>        |             | <b>Ship Via</b> |             |
| FOB-DEST FREIGHT PREPAY&ADD |             | BEST WAY        |             |

**Ship To:** PUBLIC WORKS ACCOUNTING  
 541-682-6926  
 3040 NORTH DELTA HIGHWAY  
 EUGENE OR 97408-1696

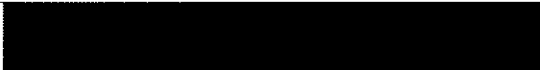
**Vendor:** 127963  
 LINN COUNTY  
 3010 FERRY ST SW  
 ALBANY OR 97321


**Bill To:** PUBLIC WORKS ACCOUNTING  
 541-682-6926  
 3040 NORTH DELTA HIGHWAY  
 EUGENE OR 97408-1696

Tax Exempt? N Tax Exempt ID:

| Line-Sch | Item/Description  | Quantity UOM | PO Price    | Extended Amt |
|----------|---|--------------|-------------|--------------|
| 1- 1     | LC to provide Linn Co. right of way property acquisition services, including appraisals/reviews, r.o.w. consulting srvs and prop negotiations. Term 4/23/2012 through 4/22/2015. Amount NTE \$50,000.<br>466963-225-3636700 | 1.00 EA      | 50,000.0000 | 50,000.00    |

**Total PO Amount** 50,000.00



|   |   |
|---|---|
|  | <b>INTERGOVERNMENTAL AGREEMENT<br/>LANE COUNTY AND LINN COUNTY<br/>RIGHT-OF-WAY ACQUISITION SERVICES<br/>FY 2012-2015</b> |
|---|---|

**BETWEEN:** Linn County (**LINN**), a unit of local government of the state of Oregon

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

**EFFECTIVE DATE:** Upon Execution of Agreement

**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. **LINN** and **LANE** desire to enter into a contract wherein **LANE** will provide the services described in this contract on the terms and conditions set forth herein and in Exhibit C (Services Agreement), which is attached hereto and incorporated herein by reference.

**AGREEMENT**

- 1. **Services to be Provided.** **LANE** agrees to provide services to **LINN** as described in Exhibit C. The amount of the agreement shall not exceed \$50,000 for the term of this agreement unless amended by mutual consent.
- 2. **Contract Duration.** This agreement shall be in effect upon execution and will terminate upon three (3) calendar years following the date of final execution.
- 3. **Termination.** Upon 14 (fourteen) days prior written notice delivered to the persons designated in Paragraph 4, either party, without cause, may terminate its participation in this agreement.
- 4. **Contract Administration.** Each party designates the following as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in Paragraph 12.

**LANE:** Bill Morgan P.E., County Engineer  
Lane County Public Works  
3040 North Delta Hwy.  
Eugene, OR 97408

**LINN:** Chuck Knoll P. E., County Engineer  
Linn County Road Department  
3010 Ferry Street SW  
Albany, OR 97322

5. **Records/Inspection.** LINN and LANE shall each maintain records of its costs and expenses under this contract for a period of not less than three full fiscal years following LANE'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. **Workers Compensation Insurance.** LANE is a subject employer that will comply with ORS 656.017.
9. **Subcontracting.** LANE shall not subcontract its work under this contract, in whole or in part, without LINN'S prior written approval. LANE shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of LANE specified in this contract. Notwithstanding LINN'S approval of a subcontractor, LANE shall remain obligated for full performance of this contract and LINN shall incur no obligation to any sub-contractor.
10. **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.

11. **Compliance with Laws.** LANE shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
12. **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.
13. **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.
14. **Interpretation.** This contract shall be governed by and interpreted in accordance with the laws of the state of Oregon.
15. 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 279B270, 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.
16. 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.
17. Because federal funds may be involved in this agreement, Exhibit A (Lane County Certification) and Exhibit B (Federal Provisions) are attached hereto and by this reference made a part of this agreement, and are hereby certified to by LANE. For purposes of Exhibits A and B, references to "LINN" shall mean Linn County, Oregon, references to "LANE" shall mean Lane County, Oregon and references to "Contract" shall mean this agreement.

\*\*\*\*\*

*SIGNATURE PAGE FOLLOWING*

**Linn County  
Board of Commissioners**

[Redacted Signature]

Roger Nyquist, Chairman

[Redacted Signature]

John K. Lindsey, Commissioner

[Redacted Signature]

William C. Tucker, Commissioner

Date

3/14/12

**Lane County**

By:

[Redacted Signature]

Liane I. Richardson  
Lane County Administrator

Date:

4/23/12

APPROVED AS TO FORM

[Redacted Signature]

Linn County Office Of Legal Counsel

APPROVED AS TO FORM

[Redacted Signature]

Lane County Office Of Legal Counsel

## EXHIBIT A

### LANE COUNTY CERTIFICATION

**LANE** certifies by signing this Contract that **LANE** 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 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):

**LANE** 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.

### LINN OFFICIAL CERTIFICATION

**LINN** official likewise certifies by signing this Contract that **LINN** 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):

**LINN** official further acknowledges this certificate is to be furnished to the Federal Highway Administration or other applicable agency, and is subject to applicable State and Federal laws, both criminal and civil.



**EXHIBIT B**  
Federal Provisions  
Linn County

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

**LANE** 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 **LANE** is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to **LINN**.

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 **LANE'S** responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

**LANE** is advised that by signing this Contract, **LANE** 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, **LANE** 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. **LANE** shall explain why it cannot provide the certification set out below. This explanation will be considered in connection with **LINN'S** 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 **LINN** determined to enter into this transaction. If it is later determined that **LANE** knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, **LINN** may terminate this transaction for cause of default.
4. **LANE** shall provide immediate written notice to **LINN** if at any time **LANE** 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. **LANE** 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 **LINN** or agency entering into this transaction.
7. **LANE** 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 **LINN** 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 Non-procurement 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 LINN, LINN 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, LINN 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 **LINN** 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 non-procurement 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 **LINN**.

**IV. EMPLOYMENT**

1. **LANE** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **LANE**, 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 **LANE**, 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, **LINN** 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. **LANE** 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 **LINN** except regularly retired employees, without written consent of the public employer of such person.
3. **LANE** 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. **LINN** shall be entitled to rely on the accuracy, competence, and completeness of **LANE'S** services.

#### V. NONDISCRIMINATION

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

1. Compliance with Regulations. **LANE** 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. **LANE** 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. **LANE**, 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. **LANE** 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 Sub-contactors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by **LANE** for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by **LANE** of **LANE'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, **LANE** agrees as follows:

- a. **LANE** will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. **LANE** 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. **LANE** agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
  - b. **LANE** will, in all solicitations or advertisements for employees placed by or on behalf of **LANE**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. **LANE** will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by **LINN** or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance. In the event of **LANE'S** noncompliance with the nondiscrimination provisions of the Contract, **LINN** 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 **LANE** under the agreement until **LANE** complies; and/or
    - b. Cancellation, termination or suspension of the agreement in whole or in part.
  6. Incorporation of Provisions. **LANE** will include the provisions of paragraphs 1 through 5 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. **LANE** shall take such action with respect to any subcontractor or procurement as **LANE** or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event **LANE** becomes involved in or is threatened with litigation with a sub-contractor or supplier as a result of such direction, **LANE** may, at its option, enter into such litigation to protect the interests of **LINN**, and, in addition, **LANE** may request **LINN** 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, **LANE** 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 LINN 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.** LINN and LANE 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, LANE 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 LINN nor LANE shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. LANE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by LANE 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 LINN deems appropriate.

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

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

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

**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.

## COUNTY'S DBE CONTRACT GOAL

DBE GOAL   0   %

By signing this Contract, **LANE** 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 **LANE** 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.

**LANE** also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier sub-agreements, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



## EXHIBIT C

### LANE COUNTY (LANE)/ LINN COUNTY (LINN) RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

#### LANE AGREES TO:

1. Upon written request from **LINN** in the form of a Work Order as shown as ATTACHMENT 2, **LANE** will provide right-of-way acquisition services, including appraisals and appraisal review, right of way consulting services, and negotiations with property owners, for projects within the project area, and acquire property and rights therein on behalf of **LINN** as County property, right-of-way, or easement.
2. Upon written request from **LINN**, **LANE** 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 **LINN** before working on a project. **LANE** will only provide services based on a work order approved by **LINN**.
4. Provide a detailed invoice to **LINN** 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. Provide **LINN** with revised hourly rates (ATTACHMENT 1), which are adjusted each year in accordance with Federal A-87 Guidelines and effective July 1<sup>st</sup> of each year of the term of this agreement.
6. Transfer all records to **LINN** upon completion of each negotiated project.
7. Authorize County Engineer to accept Work Orders on behalf of County.

LINN AGREES TO:

1. Through action of the Board of County Commissioners, authorize **LANE** to act as agent of **LINN** for the appraisal, negotiation and/or acquisition of the real property rights needed to construct public projects within the project area.
2. Authorize the County Engineer, or other designated representative, as signer on behalf of **LINN** for all Appraisals and Settlement Agreements.
3. Provide **LANE** with work orders that define intent, objectives and specific actions for **LANE** to perform for a project.
4. Provide environmental investigation and/or other site investigations as each project necessitates.
5. To compensate **LANE** for services provided in connection with each Work Order based on the hourly rates listed for each job classification as shown on Attachment 1 attached hereto and incorporated herein by reference.
6. Allow **LANE** to retain copies of all work products generated or obtained in connection with this Agreement.

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 **LINN** under this agreement shall not exceed **\$50,000**, unless mutually agreed by the parties.

# ATTACHMENT 1 TO EXHIBIT C



## HOURLY BILLABLE RATES Federal A-87 Guidelines For Fiscal Year 2011-2012

Rates Effective July 1, 2011 through June 31, 2012

Engineering & Construction Services Division \* Lane County Department of Public Works

| Working Title / Resource            | Minimum Hourly Rate | Maximum Hourly Rate |
|-------------------------------------|---------------------|---------------------|
| <b>3636880 Engineering Admin</b>    |                     |                     |
| Manager, Sr (County Engineer)       | \$ 86.44            | \$ 129.64           |
| Public Works Analyst                | \$ 48.93            | \$ 73.41            |
| <b>3636210 Field Engineering</b>    |                     |                     |
| Manager (Field Engr Superintendent) | \$ 79.08            | \$ 118.62           |
| Office Assistant, Sr                | \$ 38.19            | \$ 52.90            |
| <b>3636212 Inspections</b>          |                     |                     |
| Field Engr. Supervisor              | \$ 68.49            | \$ 102.75           |
| Engineering Associate, Sr           | \$ 60.91            | \$ 91.38            |
| Engineering Associate               | \$ 54.93            | \$ 82.41            |
| Engineering Technician 2            | \$ 44.25            | \$ 66.41            |
| Extra Help/Engineering Aid 520      | \$ 33.25            | \$ 55.41            |
| <b>3636213 Materials Testing</b>    |                     |                     |
| Supervising Engr. Associate         | \$ 68.86            | \$ 103.30           |
| Engineering Associate, Sr           | \$ 58.32            | \$ 87.49            |
| Engineering Technician 3            | \$ 45.90            | \$ 68.82            |
| Engineering Technician 2            | \$ 42.37            | \$ 63.58            |
| Extra Help/Engineering Asst 1040    | \$ 35.37            | \$ 53.06            |
| <b>3636211 Engineering Surveys</b>  |                     |                     |
| Field Survey Supervisor             | \$ 66.29            | \$ 99.45            |
| Associate Surveyor                  | \$ 51.62            | \$ 77.44            |
| Engineering Associate               | \$ 49.16            | \$ 73.76            |
| Engineering Technician 2            | \$ 40.79            | \$ 61.22            |
| Engineering Technician 1            | \$ 37.41            | \$ 56.13            |
| <b>3636700 Right Of Way</b>         |                     |                     |
| Prof/Tech Spvrs (ROW Svcs Mgr)      | \$ 67.94            | \$ 101.93           |
| Engineering Associate, Sr           | \$ 68.09            | \$ 102.15           |
| Real Property Officer, Sr           | \$ 64.85            | \$ 97.29            |
| Engineering Associate               | \$ 58.48            | \$ 87.74            |
| Real Property Officer 2             | \$ 56.78            | \$ 85.19            |
| Administrative Assistant            | \$ 47.55            | \$ 64.89            |
| Office Assistant, Sr                | \$ 39.73            | \$ 55.03            |

| Working Title / Resource  | Minimum Hourly Rate | Maximum Hourly Rate |
|---|---------------------|---------------------|
| <b>3636100 Design Engineering</b>                               |                     |                     |
| Prof/Tech Spvrs (Design Svcs Mgr)                               | \$ 68.15            | \$ 102.22           |
| Engineering Associate, Sr                                       | \$ 64.03            | \$ 96.06            |
| Engineering Associate/Surveyor                                  | \$ 53.39            | \$ 84.11            |
| Engineering Technician 3  | \$ 47.99            | \$ 71.96            |
| Engineering Technician 2  | \$ 44.30            | \$ 66.49            |
| Administrative Assistant  | \$ 42.26            | \$ 58.56            |
| Office Assistant, Sr  | \$ 37.36            | \$ 51.75            |
| <b>3634605 Environmental Services</b>                           |                     |                     |
| Waste Management Engineer                                       | \$ 114.62           | \$ 171.96           |
| Engineering Associate   | \$ 87.55            | \$ 131.35           |
| Environmental Engineering Specialist                            | \$ 85.00            | \$ 127.53           |
| Extra Help  | \$ 44.00            | \$ 60.00            |
| <b>Legal Services</b>   |                     |                     |
| Attorney  | \$ 112.00           | \$ 112.00           |
| Support Staff   | \$ 65.00            | \$ 65.00            |
| Law Clerk   | \$ 27.00            | \$ 27.00            |
| <b>3636900 Trans.Plan Admin / 3636903 Traffic / 3636904 GIS</b> |                     |                     |
| Manager   | \$ 80.76            | \$ 121.17           |
| Prof/Tech Spvrs (Traffic Engineer)                              | \$ 76.38            | \$ 114.60           |
| Prof/Tech Spvrs (GIS Svcs Supv)                                 | \$ 71.98            | \$ 107.99           |
| Engineering Associate, Sr (Admin)                               | \$ 68.71            | \$ 108.23           |
| Planner, Sr (Admin)   | \$ 64.05            | \$ 88.72            |
| Engineering Associate (Admin/Traffic)                           | \$ 60.16            | \$ 95.78            |
| Engineering Technician 3 (Admin)                                | \$ 54.07            | \$ 81.08            |
| Engineering Technician 2 (GIS/Traffic)                          | \$ 39.72            | \$ 79.49            |
| Engineering Technician 1 (Admin/Traffic)                        | \$ 48.58            | \$ 72.88            |
| Office Assistant, Sr  | \$ 42.09            | \$ 58.31            |
| <b>3636902 Electrical</b>                                       |                     |                     |
| Electrician, Lead   | \$ 49.34            | \$ 74.02            |

- Hourly billable rates include labor only (additional direct overtime, out-of-class pay, and materials & services costs will be invoiced at actual rate)
- Other employees may be charged at hourly rate based on salary, fringe benefits, and overhead charges
- Invoices will be based on actual rate of pay paid to the specific employee performing the work/tasks

## ATTACHMENT 2 TO EXHIBIT C

### **Negotiations:**

Furnish negotiation services for all transactions.

### **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.

### **Right of Way Consulting:**

Consult with Linn County staff or consultants on matters involving right of acquisition that may affect the overall scope, schedule of budget for the project.

### **Project Closeout:**

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

Retention of documents or forwarding to Linn County for filing.

**Linn County contact is Chuck Knoll, P. E. (541) 967-3919**

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

- LINN to authorize acquisition of properties identified as needed for the project(s) TBD, 2012.
- LINN to authorize commencement of preliminary appraisal activity TBD, 2012.
- LINN to deliver legal descriptions and map to Lane County TBD, 2012.
- LINN to have right of way staking completed TBD, 2012.
- Appraisals Completed TBD, 2012.
- Acquisitions Completed TBD, 2012

## ATTACHMENT 2 TO EXHIBIT C

# LINN COUNTY Right of Way & Engineering On-Call Services

(PROJECT TITLE)  
(Key No.)

Work Order No.  
(DATE)

### **Project Goal:**

Perform right of way services under direction of the County in order to acquire right of way and perform (LIST OTHER SERVICES) for the Project.

### **Project Objectives:**

Work with Linn County Staff to appraise, perform appraisal review, negotiate, furnish relocation assistance and acquire right of way for the Project.

Perform timely, accurate and complete analysis and records.

Coordinate with Linn County and Linn County's engineering consultant.

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

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

Participate on a Linn County 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 Linn County where appropriate to determine the presence or absence of hazardous materials within properties proposed for acquisition for the project.

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.



**INTERGOVERNMENTAL AGREEMENT  
LANE COUNTY AND LINN COUNTY  
RIGHT-OF-WAY ACQUISITION SERVICES  
FY 2012-2015**

**BETWEEN:** Linn County (**LINN**), a unit of local government of the state of Oregon

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

**EFFECTIVE DATE:** Upon Execution of Agreement

**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. **LINN** and **LANE** desire to enter into a contract wherein **LANE** will provide the services described in this contract on the terms and conditions set forth herein and in Exhibit C (Services Agreement), which is attached hereto and incorporated herein by reference.

**AGREEMENT**

- 1. **Services to be Provided.** **LANE** agrees to provide services to **LINN** as described in Exhibit C. The amount of the agreement shall not exceed \$50,000 for the term of this agreement unless amended by mutual consent.
- 2. **Contract Duration.** This agreement shall be in effect upon execution and will terminate upon three (3) calendar years following the date of final execution.
- 3. **Termination.** Upon 14 (fourteen) days prior written notice delivered to the persons designated in Paragraph 4, either party, without cause, may terminate its participation in this agreement.
- 4. **Contract Administration.** Each party designates the following as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in Paragraph 12.

## ATTACHMENT 2 TO EXHIBIT C

**Accepted for Linn County:**

---

Chuck Knoll, P.E. County Engineer Date

**Accepted for Lane County:**

---

Bill Morgan, P. E. County Engineer Date

**LETTER OF TRANSMITTAL**

**LINN COUNTY ROAD DEPARTMENT  
3010 FERRY STREET SW  
ALBANY, OREGON 97322**

**Phone: 1-541-967-3919, FAX: 1-541-924-0202**



To: Bill Morgan, County Engineer

Date: March 15, 2012

Lane County Public Works

RE: Intergovernmental Agreement

3040 North Delta Highway

Lane County and Linn County

Eugene Oregon 97408

Right-of-Way Acquisition Services


We Are Sending:       Attached       Under separate Cover      Via: \_\_\_\_\_  
 Drawings       Plans       Specifications       Copy of Letter       Change Order  
 Other: \_\_\_\_\_

| COPIES | DATE      | I.D. NO. | DESCRIPTION   |
|--------|-----------|----------|---|
| 2      | 1/14/2012 | 2012-060 | Two original agreements signed by the Board of Commissioners for the referenced agreement |
|        |           |          |   |
|        |           |          |   |

**THESE ARE TRANSMITTED:**

For Approval     Approved as Submitted       For Review & Comment  
 For Your Use     Approved as Noted       Other \_\_\_\_\_  
 As Requested     Returned for Corrections      \_\_\_\_\_

**REMARKS: *Please return one (1) fully-executed agreement for filing with the Board of Commissioners.***

Signed   
Title Penny Williams, Office Manager





# Lane County Public Works Department

---

April 24, 2012

Linn County  
Attn: Penny Williams  
3010 Ferry Street SW  
Albany, OR 97322

Re: Right of Way Acquisition Services  
Date Executed: 04/23/2012

Please find enclosed one original, fully-executed contract for the above-mentioned project.

Sincerely,

**Cherie Shunk**  
Administrative Secretary  
Administrative Services Division  
Lane County Public Works  
(541) 682-6921 phone  
(541) 682-8501 fax  
[Cherie.shunk@co.lane.or.us](mailto:Cherie.shunk@co.lane.or.us)

Enclosure

**Agency Information:**

Agrmt #: \_\_\_\_\_  
 Key #: \_\_\_\_\_  
 Fed #: \_\_\_\_\_

Contract / PW#: NEW

Return Date Requested: 4/2/2012

Original Contract     Amendment     WAD     PO

**STANDARD CONTRACT COVER SHEET**                       **REVENUE CONTRACT**

TO: Cherie Shunk, Admin Svcs  
 FROM: Stephonee Freeman (Ext. 6992)

DATE SUBMITTED: 3/19/2012

Agency: Linn County (Road Department)  
 Contact: Penny Williams, Office Manager  
 Address: 3010 Ferry Street SW; Albany OR 97322  
 Email: \_\_\_\_\_  
 Phone: 541-967-3919      Fax: 541-924-0202      Business ID//SSN: NA

Contract Title: Right of Way Acquisition Services

Contract Matter: Lane County to provide Linn right of way property acquisition services, including appraisals/reviews, right of way consulting services and property negotiations.

**ATTACHMENTS TO CONTRACT COVER SHEET:**

- ATTACHED-Board Order # (Approving original project): NA - under \$100k
- ATTACHED-Board Order # (Approving Amendment): \_\_\_\_\_
- ATTACHED-CIP DATA: \_\_\_\_\_

Delegated Authority to Sign: County Administrator may sign

**FOR CTRAK**  
**TOTAL REVENUE \$ 50,000.00**

- County Designed/Bid Project                       Agency Bid Proj; County PE & CE Only
- Fed\$ - Pro-Rata Share @ 87.73%                       Fed\$ - Use FED OVHD Rates

**Fund Detail - for ECS Division Use**                      Activity: P4025

| Revenue | Amt Due      | Pmt Type           | NTE/Act | Pmt Due Date/Terms | Budget/Cost Coding |       |         |
|---------|--------------|--------------------|---------|--------------------|--------------------|-------|---------|
| COUNTY  | \$ 50,000.00 | Contractual Amount | NTE     | monthly invoices   | <del>446963</del>  | -225- | 3636700 |
|         | \$ -         |                    |         |                    | <u>446963</u>      | -225- |         |
|         | \$ -         |                    |         |                    |                    | -225- |         |
|         | \$ -         |                    |         |                    |                    | -225- |         |
| Expense | Amt Due      | Pmt Type           | NTE/Act | Pmt Due Date/Terms | Budget/Cost Coding |       |         |
|         | \$ -         |                    |         |                    |                    | -225- |         |
|         | \$ -         |                    |         |                    |                    | -225- |         |
|         | \$ -         |                    |         |                    |                    | -225- |         |

| Proj #    | Description              | %Cost | Proj # | Description | %Cost |
|-----------|--------------------------|-------|--------|-------------|-------|
| 360287600 | Linn County-ROW Services | 100%  | e      | e           |       |
| b         | b                        |       | f      | f           |       |
| c         | c                        |       | g      | g           |       |
| d         | d                        |       | h      | h           |       |

**Executed IGA Distribution List: (1) full copy to Stephonee for staff distribution**

- Bill Morgan                       Dave Brown                       Kerry Werner                       Arno Nelson                       Patti Hansen
- Stephonee Freeman                       Jay Blomme                       Frank Simas                       Celia Barry                       Howard Schussler
- Admin Svcs/Contracts                       Jim Steers                       Dan Ingram                       Ed Chastain                       Tanya Heaton
- Cheri Goodgion                       Ed Daniels                       Bill Cummings                       Scott Leatham/Sign Shop                       Parks: M Russell, D Stockdale

**Data Entry (ECS Division):**

- Budget Monitor
- Budget Summary Rpt
- IGA Index/Hyperlinks
- File

January 16, 2013

Randall and Arlene Jantzi  
41275 Upper Berlin Drive  
Lebanon, OR 97355

Re: Hamilton Creek (Upper Berlin Drive) Bridge Replacement Project  
Project CB0809  
Tax Lot 505 of Map T12S R1W Sec25

Dear Mr. Gilbert,

As you know, Linn County proposes to replace the bridge over Hamilton Creek on Upper Berlin Drive starting in the Summer of 2013. The new bridge will be elevated above the 100-year flood level and will not be load-restricted as is currently the case.

The project will require the acquisition of some additional right of way from your ownership along the northeasterly bank of the creek. I have enclosed a map indicating the area needed for the project.

Linn County has hired Lane County Public Works, under an Intergovernmental Agreement, to provide appraisal and/or acquisition services for the project. One of the first steps in this process is to make a field inspection of each property. In keeping with Federal and State law, Linn County extends to each affected property owner the opportunity to meet with the appraiser during the property inspection. This provides an opportunity to share information about the property which may have a bearing on its value. Please note that it is not necessary to accompany the appraiser if you do not see the need.

If you would like to meet with the appraiser, please call Doug Freeman at (541) 682-6986, or email him at [doug.freeman@co.lane.or.us](mailto:doug.freeman@co.lane.or.us) to schedule a mutually agreeable time to do the inspection. If he does not hear from you within 15 days from the date of this letter, he will proceed with the inspection.

I have enclosed a copy of the Linn County Road Department Brochure entitled *Acquiring Land for Highways and Public Projects* which outlines the process to be followed for the acquisition of additional right of way for public projects in Linn County.

Please feel free to contact me at anytime to discuss the appraisal process or any other questions regarding the project.

Sincerely,

Daineal Malone  
Linn County Road Department

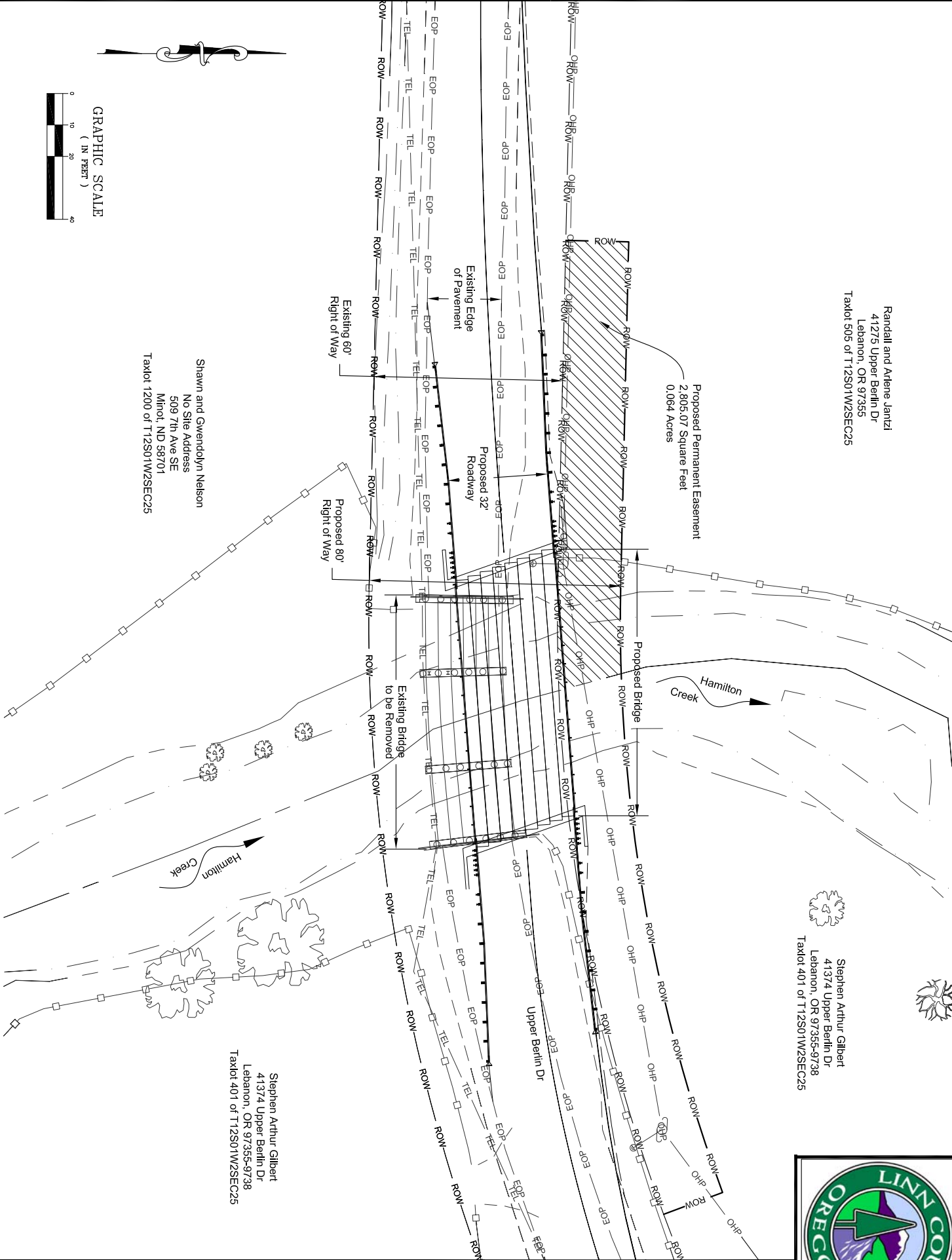
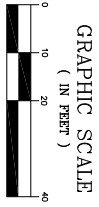
Enclosures (2)

Randall and Arlene Janzi  
 41275 Upper Berlin Dr  
 Lebanon, OR 97355  
 Taxlot 505 of T12S01W2SEC25

Stephen Arthur Gilbert  
 41374 Upper Berlin Dr  
 Lebanon, OR 97355-9738  
 Taxlot 401 of T12S01W2SEC25

Stephen Arthur Gilbert  
 41374 Upper Berlin Dr  
 Lebanon, OR 97355-9738  
 Taxlot 401 of T12S01W2SEC25

Shawn and Gwendolyn Nelson  
 No Site Address  
 509 7th Ave SE  
 Minot, ND 58701  
 Taxlot 1200 of T12S01W2SEC25



**HAMILTON CREEK (UPPER BERLIN DR) BRIDGE REPLACEMENT PROJECT**

**T12S R1W SEC25 TAX LOT 505**

SHEET: 1 OF 1

DATE: 1/15/13

DRAFTED BY: DAINEAL MALONE

the property, you will receive payment within four weeks.

If a condemnation action has been filed, the amount established as Just Compensation will be deposited with the court for distribution in accordance with the order of the court.

You are entitled to be reimbursed for fair and reasonable costs incurred for expenses incidental to conveying your property to the County. Such expenses could be, but are not necessarily limited to, penalty costs for prepayment of any pre-existing recorded mortgage encumbering your property, mortgage release fees, and the prorated portion of prepaid real property taxes.

### **POSSESSION**

You are not required to surrender possession of your property until you have been paid the agreed purchase price, or until an amount equal to the estimate of Just Compensation has been deposited with the court.

When negotiations begin, you, as well as any tenants occupying your property, will be notified in writing that it is the County's intent to acquire the portion of the property necessary for the project. If you are required to move, it will not be necessary to vacate your property earlier than 90 days following that notice or less than 30 days after the payment, whichever is later. However, if the purchase does not require you to move, the agreement to purchase your property may require you to surrender possession of your property upon payment.

The County is aware of the need for a reasonable time for relocation. If your property is not needed for several months, your continued occupancy may be permitted on a short-term basis. The amount of rent the County may charge you, or another tenant, may not exceed

the fair rental value of the property to a short-term occupier.

### **RELOCATION BENEFITS**

You may also be eligible for benefits under the Relocation Assistance Program if you are required to move as a result of the taking of your real property for a public project. Generally, the available benefits include moving allowance, supplemental payment for replacement housing, and rent supplement, if you are eligible. These benefits are fully explained in a separate brochure which is available.

*For additional information, please contact:*

Linn County Road Department  
Chuck Knoll, P. E., County Engineer  
3010 Ferry Street S. W.  
Albany, OR 97332  
Phone: (541) 967-3919

<http://www.co.linn.or.us/>

*"Providing safe and efficient transportation to the citizens and visitors of Linn County"*



## **ACQUIRING REAL ESTATE**

**FOR  
PUBLIC  
IMPROVEMENT  
PROJECTS**

### **A Description of the Acquisition Program**



Public projects often create a need for additional land or rights in real property. It is the goal of Linn County to obtain the necessary property rights with fairness and equity.

Units of local government in Oregon are authorized by statute to acquire private property for public use. Coupled with this right is an obligation to protect the rights of private land owners. The acquiring agency thus has a dual responsibility and obligation: 1) protection of individuals' rights that are affected by the public acquisition of land, 2) the provision of competent and efficient service to the general public.

### **JUST COMPENSATION**

Owners will be offered Just Compensation for the portion of their property needed for the project. Just Compensation includes the estimated value of the land and all improvements within the needed area. If only a part of the property is required, the Just Compensation will also include any additional loss in value to the remaining property.

Linn County procedures, guided by state and federal regulations, have been established to protect both the owners of the land as well as other taxpayers. The valuation process will be conducted either by an experienced and qualified employee of the County or an independent fee appraiser. Considerations in estimating Just Compensation include a comparison of similar parcels that have recently sold, current construction costs, depreciation estimates for any improvements to be acquired, and an analysis of the property's income potential, if applicable. Improvements will be valued on the basis of what they contribute to the property.

One of the first steps in preparing a value estimate is an on-site inspection of the property. Property owners will be given the

opportunity to accompany the appraiser during this inspection. At this time the property owner has the opportunity to point out any special physical attributes of the property that the owner feels may have a bearing on its value. Any information which the property owner can supply to the appraiser will be appreciated.

Pursuant to state and federal law, the appraiser is not allowed to consider any increase or decrease in value of your property as a result of "project influence" resulting from the announcement of the proposed project or the likelihood that your property will be acquired for the project.

The final value estimate is reviewed for completeness and accuracy, and Just Compensation is established based on the results of the appraisal. In addition to the amount of Just Compensation for the land and improvements, the County will make an offer to purchase any remaining property determined to have no remaining economic value to the owner.

### **ACQUISITION PROCEDURE**

The Real Property Officer or Right of Way Specialist who calls on you has studied the valuation of the needed property and can illustrate with maps and other data how the acquisition will affect your property. The offer to purchase will be made in writing and will include a copy of the Valuation Report which provides the basis for that amount. The Real Property Officer is unable to engage in "horse trading"; rather, the acquiring agency is confined to those monetary values indicated by the valuation process. However, the County is ready and willing to reconsider its position in light of any new evidence of value presented by the property owner, including a documented professional appraisal report.

You need not accept the County's offer nor enter into an agreement felt to be unfair. A refusal is

simply a matter of disagreement between the two parties as to the value of the property.

In the event the parties are unable to agree on the amount of compensation, or if title cannot otherwise be cleared, a condemnation action may be filed with the Circuit Court of Linn County. Discussions can still continue after the action is filed. The filing allows the County to proceed with the construction project without unnecessary delay.

The County cannot take any action which would coerce a property owner into accepting its offer. Prohibited actions include advancing the filing of condemnation, deferring negotiations or condemnation, or postponing the deposit of funds in court for property owner use.

### **IMPROVEMENTS**

When the County acquires all or a portion of your real property, it also acquires the improvements thereon. If buildings are required to be removed, the County *may* allow the owner to retain the improvements. If you are interested, this can be discussed with the Real Property Officer.

### **PAYMENT**

When you sign the purchase agreement and deed, then the transfer of title and payment process will begin. As in a private sale, you are responsible for clearing encumbrances to the title, such as unpaid taxes, assessments, mortgages, outstanding leases, and other liens. The Real Property Officer will assist you in clearing title. No payment will be made until a deed conveying clear title to Linn County or its designee has been recorded in the appropriate County records.

When the deed is available for recording, the County will initiate the payment process to compensate you for your property. Normally, when there are no liens or encumbrances against

March 5, 2013

Randall and Arlene Jantzi  
41275 Upper Berlin Drive  
Lebanon, OR 97355

Re: **Permanent Easement for Road Purposes**  
Project: Hamilton Creek (Upper Berlin Drive) Bridge  
Linn County Road No: 020B  
Property on T12S, R1W, Section 25, Tax Lot: 505

As provided to you in previous correspondence, the Linn County Road Department is planning to replace the bridge on Upper Berlin Drive over Hamilton Creek. This will include removing the existing structure and constructing a longer, single-span bridge. The new single-span bridge will provide an increased roadway width and will reduce flooding of Hamilton Creek.

You own property along Upper Berlin Drive that is needed for the construction of this bridge. This property is described in the easement that accompanies this letter. The easement describes an irregular shaped parcel. This property may be used in the future by Linn County for the purposes of maintenance to the bridge substructure.

An independent appraisal for your property was completed to determine its value. A summary of just compensation for the needed portion of your property has been made and is included in the appraisal report.

Oregon Law provides a minimum 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. Should you have any issues pertaining to this offer, please contact Doug Freeman, Lane County Senior Real Property Officer, 541-682-6989. We would appreciate being contacted as early as possible so any issues may be addressed and resolved. Because we wish to proceed with this project as soon as possible, a prompt response would be appreciated.

The legal document and enclosed agreement cover the terms of our proposed real property agreement. If acceptable, please sign where indicated. Please note the legal document must be notarized. Notary services are generally available at your bank or credit union. Please return these signed forms to this office. If you wish, you may bring the forms to the Linn County Road Department and have them notarized by one of our staff. After Linn County has accepted the legal document and related agreements, you will receive notification of that acceptance and payment will follow. Linn County will pay recording costs and all other costs pertaining to the sale and transfer of this property.

Please fill out the enclosed W-9 form and return to our office. Linn County is not authorized to issue payment without receipt of this signed form.

March 5, 2013  
Permanent Easement for Road Purposes  
Property on T12S, R1W, Section 25, Tax Lot: 505  
Page 2 of 2

Thank you for your cooperation and time. Please contact me or Chuck Knoll, Linn County Engineer if you have any questions or concerns.

Contact Doug Freeman, Lane County Senior Real Property Officer, if you have any questions about the Appraisal Report.

Sincerely,

Daineal Malone, EI  
Engineering Associate II  
Linn County Road Department

Enclosures (4)



May 3, 2013

Randall and Arlene Jantzi  
41275 Upper Berlin Drive  
Lebanon, OR 97355

Re: **Payment for Permanent Easement for Road Purposes**  
Property on T12S, R1W, Section 25, Tax Lot: 505  
Project: Hamilton Creek (Upper Berlin Drive) Bridge  
Linn County Road No: 020B

Enclosed is a copy of the recorded permanent easement for right-of-way property which Linn County recently acquired from you, and your payment in the amount of \$380.00 (Linn County Check Number 00634772).

Linn County will take possession of the acquired property as the date indicated on the enclosed check.

Feel free to contact me at 541-967-3919 if you have any questions or concerns.

Sincerely,

Daineal Malone, EI  
Engineering Associate II

Enclosures

GRANTOR(S): Randall and Arlene Jantzi  
41275 Upper Berlin Drive  
Lebanon, OR 97355

GRANTEE: Linn County Road Department  
3010 Ferry Street SW  
Albany, Oregon 97322-3998

**PERMANENT EASEMENT FOR PUBLIC ROAD PURPOSES**

Township 12 South, Range 1 West, Section 25, Tax Lot 505  
Upper Berlin Drive, County Road Number 020B

Randall L. Jantzi and Arlene J. Jantzi, GRANTOR(S), convey(s) for public road purposes to Linn County, a political subdivision of the State of Oregon, GRANTEE, for the true and actual consideration of Three Hundred Eighty Dollars and no/100 (\$380.00), the following described property:

All that portion of property conveyed to Randall L. Jantzi and Arlene J. Jantzi in Deed Volume 1155, Page 639, dated February 16, 2001 as recorded in Linn County Deed Records lying within the following described area.

A variable width strip of land, the centerline of which is more particularly described as follows:

Beginning at a point which bears South 89° 38' 24" West, 2353.99 feet from the East Quarter Corner of Section 25, Township 12 South, Range 1 West, of the Willamette Meridian, in Linn County, Oregon, said point being the centerline of CR 20B (Upper Berlin Road) Engineer's Centerline PT Station 482+41.00; thence North 88° 40' 15" East, 767.62 feet; thence along the arc of a 572.83 foot radius curve to the left 395.64 feet, (the long cord of which bears North 71° 32' 33" East, 387.83 feet.); thence North 51° 45' 22" East, 57.27 feet, to Engineer's Centerline Station 494+61.54, the intersection centerline of CR 902 (Berlin Ridge Road) Engineer's Centerline Station 0+00.00, and CR 903 (Upper Berlin Road) Engineer's Centerline Station 0+00.00 and the terminus of this description, said point being North 82° 27' 58" West, 1183.90 feet from the East Quarter Corner of Section 25, of Township 12 South, Range 1 West, of the Willamette Meridian, in Linn County, Oregon.

*Description continued on following page.*

*Original retained by Linn County Clerk*  
*Send Tax Statements to:*  
Linn County Road Department  
3010 Ferry Street SW  
Albany, Oregon 97322-3998

The widths in feet to the left of centerline of the above described strip of land are as follows:

| Station to Station     | Left of Centerline                        |
|------------------------|---|
| 482+41.00 to 489+00.00 | 30.00 ft.                                 |
| 489+00.00              | 30.00 ft. in a straight line to 50.00 ft. |
| 489+00.00 to 492+25.00 | 50.00 ft.                                 |
| 492+25.00              | 50.00ft. in a straight line to 30.00 ft.  |
| 492+25.00 to 494+61.54 | 30.00 ft.                                 |

The widths in feet to the right of centerline for the above described parcel of land are as follows:

| Station to Station     | Right of Centerline |
|------------------------|---------------------|
| 482+41.00 to 494+61.54 | 30.00 ft.           |

The parcel of land to which this description applies contains 2,805.07 square feet (0.064 acres), more or less.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this \_\_\_\_\_, day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

State of Oregon            )  
  )    ss.  
County of Linn            )

On this \_\_\_\_\_, day of \_\_\_\_\_, 2012, personally appeared, Randall L. Jantzi and Arlene J. Jantzi, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribe to this instrument, and acknowledged the foregoing instrument to be his/her voluntary act before me.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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ACCEPTANCE:

This property is accepted by the Linn County Board of Commissioners by Resolution and Order indicated hereinbelow pursuant to Linn County Policy Number 15.

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Roger Nyquist, Chairman

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John K. Lindsey, Commissioners

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William C. Tucker, Commissioner

## ACQUISITION DIARY

|          |                         |          |                     |
|----------|-------------------------|----------|---------------------|
| OWNER:   | Randall & Arlene Jantzi | PROJECT: | Hamilton Crk Bridge |
| ADDRESS: | 41275 Upper Berlin Dr   | PARCEL:  | 1488-08             |
|          | Lebanon, OR 97355       | PHONE:   | PHONE               |

| <u>DATE</u> | <u>DETAILS OF CONTACT</u> |
|-------------|---------------------------|
|-------------|---------------------------|

|         |   |
|---------|---|
| 1/16/13 | Daineal called Doug and received authorization from ODOT to start the appraisal process. She is sending the 15-day letters to both owners today, so February 1, 2013 will be the end of the statutory review period, unless the owners call earlier. JAS<br><br>I have setup the Diaries for each file and began preparing the appraisal and the comp sheets. JAS |
| 1/28/13 | Received Preliminary Title Report (Lien and Encumbrance Report) dated January 25, 2013 and other project information from Daineal by email on 1/23/13 and 1/25/13. JAS  |
| 1/30/13 | Spoke to Mr. Jantzi by phone. He will not be able to make it to the inspection. He said that it was straight forward and that he really didn't need to be there. JAS  |
| 2/1/13  | Inspected site. The site consists of cover crop, a creek and riparian vegetation. JAS   |
| 2/4/13  | Mentioned to Daineal that I was having trouble matching the legal description with the construction alignment. So, she gave me the approximate stationing at each end of the taking for the property. JAS   |
| 2/5/13  | After speaking to Daineal, the legal description is an older version and will be updated to reflect the current plans. JAS<br><br>Appraisal sent to Doug for review. JAS  |
| 2/6/13  | Made edits to appraisal and returned back to Doug. JAS  |
| 2/20/13 | Received comments from Linn County and made edits to the appraisal. Prepared the appraisal packet for shipment.   |