

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SALEM
PW-6226-24

1. PARTIES TO AGREEMENT

This Agreement between City of Salem, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. RECITALS

2.1 Agency intends to construct pedestrian facilities, including sidewalk and ADA curb ramps, along the south side of State Street from Oakmont Ct SE to 49th Ave SE as depicted in Exhibit A, hereinafter called improvements.

2.2 Agency received Safe Routes to School grant funds from the Oregon Department of Transportation to construct the improvements.

2.3 The improvements require Agency to construct facilities within 49th Ave SE right of way, a road under county jurisdiction.

2.4 Both Agency and County shall review and agree upon the improvements to be constructed.

2.5 Agency and County agree that the improvements are necessary for pedestrian safety.

3. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will construct pedestrian improvements extending into County right of way. The terms are further described in Section 6.

4. TERM AND TERMINATION

4.1 This Agreement shall be effective upon execution by both parties and shall terminate automatically upon annexation of the impacted segment of 49th Ave SE rights of way depicted in Exhibit A into the Agency's city limits, unless sooner terminated as provided herein.

4.2 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4.3 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

4.3.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.

4.3.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

4.3.3 If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

4.3.4 If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

4.3.5 If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

4.4 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

5. FUNDING AND BILLING

5.1 County and Agency agree that no money or funds will be exchanged directly between the parties as a result of this agreement.

6. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

6.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

6.1.1 Prior to construction, provide County with Agency's contractor's insurance meeting County requirements.

6.1.2 Construct the improvements generally in accordance with Exhibit A.

6.1.3 During construction provide temporary pedestrian facilities and maintain local and emergency vehicular access for residents along 49th Ave SE; Establish and maintain appropriate temporary traffic control affecting 49th Ave SE.

6.1.4 Be solely responsible for obtaining any and all necessary temporary and/or permanent easements necessary for the improvements.

6.1.5 Perform all inspections of the improvements and provide to the County copies of all ADA inspection forms for the curb ramps in or extending into the 49th Ave SE right of way.

6.1.6 After construction, provide County a copy of as-built plans.

6.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

6.2.1 In lieu of requiring permits, authorize Agency and Agency's contractor to enter the County right of way to perform construction of the improvements.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

8. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

9. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

10. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

11. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

12. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
Brian Martin, Public Works Director
555 Liberty Street SE, Salem OR 97301
bmartin@cityofsalem.net

For County:
Brian Nicholas, PE – Public Works Director
5155 Silverton Road NE, Salem OR 97305
BNicholas@co.marion.or.us

13. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURES:

Authorized Signature:	<div>DocuSigned by:  9793BA7ACB6D443...</div>	12/10/2024
	Department Director or designee	Date
Authorized Signature:	<div>DocuSigned by:  DC16351248DE4EC...</div>	12/11/2024
	Chief Administrative Officer	Date
Reviewed by Signature:	<div>DocuSigned by:  AFD8EB7C0923416...</div>	12/11/2024
	Marion County Legal Counsel	Date
Reviewed by Signature:	<div>DocuSigned by:  A3538E7AEC704F4...</div>	12/10/2024
	Marion County Contracts & Procurement	Date

CITY OF SALEM

Authorized Signature:		
	City Manager or designee	Date