

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is between the State of Oregon, acting by and through the Office of the Legislative Administrator (“OLA”) and on behalf of the Oregon Legislative Assembly, and the City of Salem, an Oregon municipal corporation (“City”). OLA and City are each a “Party” and together are the “Parties.”

Section 1: Recitals

- 1.1 This Agreement is authorized by ORS 190.110.
- 1.2 The Legislative Assembly has an interest in ensuring the safety and security of members of the Legislative Assembly, legislative staff and all visitors to the Oregon State Capitol (“Capitol”).
- 1.3 Allowing the Legislative Assembly use of a portion of the left, northernmost lane of State Street NE adjacent to the south side of the Capitol between Cottage Street NE and Waverly Street NE (“the Lane” - see the map provided in Attachment A) will enable the Legislative Assembly to provide security for the Capitol and other services for Legislative Assembly personnel and visitors to the Capitol (the “Project”).
- 1.4 The Legislative Assembly desires to safeguard the south side of the State Capitol and to provide parking and other services using the Lane.
- 1.5 City has an interest in ensuring that residents of Salem, visitors to the Capitol and other persons in the area surrounding the Capitol are secure and free from hazards involved in movements on State Street south of the Capitol.
- 1.6 City has an interest in ensuring that all improvements to the Lane meet all applicable City standards, and that all impacts on the transportation system, including pedestrian, bicycle, and parking elements are adequately mitigated to meet current transportation uses as well as a future conversion of State Street to a two-way traffic flow.
- 1.7 The Parties agree to utilize this Agreement over its Term to work cooperatively to create a plan and implementation schedule for the Project and associated improvements to the transportation system to mitigate impacts.

Now therefore, the Parties agree as follows:

Section 2: Authorized Representatives

- 2.1 OLA’s Authorized Representative is:
Brett Hanes, Legislative Administrator
900 Court Street NE, Rm. 140A
Salem OR 97301
503-986-1848
brett.hanes@oregonlegislature.gov
- 2.2 City’s Authorized Representative is:

Keith Stahley, City Manager
555 Liberty St. SE, Room 220
Salem, OR 97301
503-588-6255
Manager@cityofsalem.net

Section 3: Responsibilities of the Parties

3.1 OLA obligations:

- 3.1.1 OLA shall compensate City two million dollars (\$2,000,000) due upon the Effective Date of this Agreement.
- 3.1.2 OLA shall ensure that the Legislative Assembly's use of the Lane is consistent with City ordinances, rules and other laws except as otherwise provided in this Agreement.
- 3.1.3 OLA shall prepare professional plans and specifications for the Project, including a traffic impact analysis and proposed mitigation for traffic impacts, including impacts to pedestrian and bicycle users, and provide them to the City in a timely manner.
- 3.1.4 Except as set forth herein for permits of entry, OLA shall obtain all required permits and land use approval and pay all applicable fees for any work in the Lane.
- 3.1.5 OLA shall comply with all requirements set forth in any permit of entry issued to OLA by City.
- 3.1.6 The Parties shall work cooperatively to agree to a plan for the Project that permanently achieves OLA's objectives and that mitigates any impacts on the City's transportation system.
- 3.1.7 OLA will fund the plans, designs, and studies, related to this Agreement, exclusive of the \$2 million compensation described in Section 3.1.1. The parties shall enter into a lease agreement identifying construction, maintenance, and operations of the improvements by means of an amendment to this Agreement. The \$2 million described in Section 3.1.1 shall compensate the City for OLA's use of the Lane as described in Section 1.3 for a period of 10 years, in accordance with lease details as described in an amendment to this Agreement.

3.2 City obligations:

- 3.2.1 City shall issue OLA permits of entry to the Lane, which may include temporary closures of the Lane, to perform work preliminary to the construction of the Project, such as testing and surveying at no cost to OLA.
- 3.2.2 City shall timely review all plans and specifications and provide comprehensive comments to OLA.

Section 4: General Terms

- 4.1 The Legislative Assembly's use of the Lane is subject to City's ordinances and laws.

- 4.2 This Agreement is effective on the date the last Party has signed the Agreement and obtained all required approvals (the “Effective Date”) and shall expire on December 31, 2025. . As planning for a conversion of State Street to two-way traffic begins, as envisioned in Section 1.6 of this Agreement, the City will consult with OLA on location of future bike lane within the right of way.
- 4.3 The Parties may terminate this Agreement by mutual written consent at any time. Any obligation that a Party has accrued at the time of termination shall extend past the date of termination until the Party that incurred the obligation has fulfilled the obligation within a reasonable time.
- 4.4 The Parties may amend this Agreement by written mutual agreement. An amendment to this Agreement is not valid unless in writing and signed by both Parties. The Parties intend to enter into a separate agreement or amend this Agreement as described in Section 3.1.7
- 4.5 The laws of the State of Oregon govern this Agreement. The Parties agree that venue for any claim or action that arises out of or is related to this Agreement will be in the Circuit Court of Marion County, State of Oregon.
- 4.6 The Parties shall comply with all federal, state and local government statutes, rules, regulations, ordinances and other laws that apply to this Agreement as those laws exist as of the Effective Date of this Agreement or as passed, adopted or amended from time to time thereafter.
- 4.7 OLA and City are the only parties to this Agreement and the only parties entitled to enforce the terms of this Agreement. This Agreement does not give and may not be construed to give or provide any benefit or right to third parties that the public does not have, whether directly or indirectly, unless this Agreement individually identifies the third party by name and expressly described the party as an intended beneficiary of the terms of this Agreement. The Legislative Assembly is an intended third-party beneficiary of this Agreement.
- 4.8 This Agreement is the entire agreement of the Parties with respect to the matters addressed in this Agreement and no other agreement or promise that either Party makes that is not in this Agreement is valid or binding.

The undersigned, on behalf of the Parties, by executing this Agreement acknowledge that they have read this Agreement, understand the terms of this Agreement and agree to be bound by the terms and conditions of this Agreement.

City’s Authorized Representative

By	Title	Date
State of Oregon, acting by and through its Office of the Legislative Administrator		

By	Legislative Administrator	Date
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