

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SALEM
For
EMULSIFIED ASPHALT SLURRY SEAL SURFACING

1. PARTIES TO AGREEMENT

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

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which County will provide Emulsified Asphalt Slurry Seal Surfacing services, hereafter called Contracted Services, to Agency. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective from the date upon which the last signature is affixed through December 31, 2018 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 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.

3.4 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:

- a. 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.
- b. 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.

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

3.5 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. FUNDING AND BILLING

4.1 The total amount paid under this Agreement shall not exceed \$180,000.00, which includes all Contracted Services and County labor and services. County labor and services shall not exceed \$8,000.00. Payments under this Agreement shall be made on a cost reimbursement basis. Agency shall make payment within thirty (30) days of receipt of County's invoice for services provided. Costs charged to Agency shall be billed at the County's time, equipment and material rates for the period in which services are provided, and at the actual price paid for Contracted Services.

4.2 Requests for payment shall be submitted to the Agency monthly to the attention of: Andrea Mather, Project Manager at the following address: City of Salem Public Works Department, 555 Liberty Street SE, Room 325, Salem, OR 97301-3513. Final invoices are due no later than January 31, 2019.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

- a. Provide County with list of roads under Agency jurisdiction designated to receive Contracted Services (See Exhibit A for list of roads).
- b. Perform any necessary repairs and maintenance to Agency-owned roads prior to the start of Contracted Services.
- c. Perform field inspection, maintain quality documentation and provide public notifications for Contracted Services to be performed on roads under Agency jurisdiction.
- d. Review contractor pay requests prior to payment by County for Contracted Services.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Provide Contracted Services on roads specified by Agency and under Agency's jurisdiction.
- b. Provide engineering and construction contracting services necessary to prepare bid documents, advertise and receive competitive bids, and issue and administer the resulting construction contract.
- c. Perform field inspection, maintain quality documentation and provide public notifications of scheduled Contracted Services to be performed on any roads under County jurisdiction.
- d. Administer contractor pay requests, issue payment to contractor for Contracted Services and submit invoices to Agency.

6. 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.

7. 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.

8. HOLD HARMLESS

Agency and County agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions or other liabilities arising from their own intentional or negligent acts or those of their agents, contractors or employees and, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution.

9. 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).

10. 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.

11. 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:
City of Salem
City Engineer
555 Liberty Street SE, Room 325
Salem, OR 97301-3513

For County:
Marion County
Capital Projects Manager
5155 Silverton Road NE
Salem, OR 97305-3899

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 SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

CITY OF SALEM, by and through its designated officials

By: _____
City Manager Date

APPROVED AS TO FORM

By: _____
City Attorney Date