

INTERGOVERNMENTAL AGREEMENT

Airport Sponsor – City of Salem

2025 Statewide Airport Pavement Maintenance Program

The parties to this Agreement are THE STATE OF OREGON, acting by and through its Department of Aviation, hereinafter referred to as “ODAV”, and City of Salem hereinafter referred to as “Airport Sponsor,” Airport Sponsor both herein referred to individually or collectively as “Party” or “Parties.”

I. PURPOSE: The Statewide Airport Pavement Maintenance Program (PMP) is a state-funded program to assist airports in undertaking pavement maintenance. This program will protect Oregon’s airport investments by preserving airport pavement consistent with the goals of the Oregon Aviation Plan v6.0.

II. RECITALS:

1. Salem-Willamette Valley Airport is a public use airport owned and operated by City of Salem.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110 ODAV may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
3. ORS 836.072 provides ODAV the authority to establish and fund a program to maintain and preserve the pavements used for runways, taxiways, and aircraft parking areas at public use airports in this state.
4. The Statewide Airport Pavement Maintenance Program (PMP) is a state-funded program to assist airports in undertaking pavement maintenance needed for the following reasons:
 - a. To address stop gap maintenance projects for safety reasons
 - b. There is limited to no funding available at many smaller airports to address pavement maintenance
 - c. Pavement preventive maintenance is the most cost-effective means to help preserve the system’s airports pavements.
5. The PMP protects Oregon’s airport investments by preserving airport pavement consistent with the goals of the Oregon Aviation Plan v6.0 and funds eligible pavement preventative maintenance projects, including crack sealing, patching and fog seals.
6. AIRPORT SPONSOR desires pavement maintenance work for the airport, hereinafter the “Project”, the cost of which is estimated in the attached Exhibit A. The Project cost may be amended after final contract documents are prepared.
7. Salem-Willamette Valley Airport is identified by the Oregon Aviation Plan v6.0 as a Category II airport.

8. AIRPORT SPONSOR or its controlling jurisdiction has established airport overlay zoning and is implementing Oregon Administrative Rule (OAR) 660-013, Airport Planning. If OAR 660-013 has not yet been implemented, the City and/or controlling jurisdiction must provide an action plan to establish compliance within the next three (3) years to remain eligible for the PMP.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

III. TERMS OF AGREEMENT:

1. Under such authority, ODAV and Airport Sponsor agree that ODAV or its contractor shall perform pavement maintenance work at Salem-Willamette Valley Airport, described in Exhibit A, hereinafter referred to as "Project." Project description and budget are further described in Exhibit A.
2. The Project cost is estimated at **\$153,913.32** in state PMP and COAR grant matching funds, which is subject to change. The state PMP funds are estimated at **\$115,434.99**. COAR grant funds shall contribute twenty-five percent (25%), estimated at **\$38,478.33** toward the total Project cost. For this Project, Airport Sponsor's contribution of local matching funds is provided by COAR grant funds.
3. This term of this Agreement is effective on the date all required signatures are obtained and shall terminate upon completion of the Project.

A. ODAV Obligations

1. ODAV shall develop all contract specifications and bid documents for the Project.
2. ODAV shall solicit, in accordance with the Oregon Procurement Code, and negotiate with a selected engineer, for a contract with ODAV that includes the required price and services necessary to complete the Project. ODAV shall advertise, in accordance with the Oregon Procurement Code, for construction bids and intends to award a construction contract based on the lowest responsive, responsible bid received.
3. ODAV or its contractor shall design and construct the Project in accordance with applicable FAA and State design standards and regulations.
4. ODAV's contracted engineer shall inspect Project to ensure conformity with specifications and to verify quantities for contract payments.
5. ODAV shall invoice Airport Sponsor for matching funds based on initial and final construction and engineering costs. ODAV shall pay the remainder of the construction and engineering costs required under the resulting contract.
6. ODAV's Project Manager for this Project is Alex Thomas, Planning, Policy, and Program Manager, ODAV, 3040 25th Street SE, Salem, OR 97302-1125, 971-375-2357, Alex.R.Thomas@odav.oregon.gov, or assigned designee upon individual's

absence. ODAV shall notify the other Party in writing of any contact information changes during the term of this Agreement.

B. Airport Sponsor Obligations:

1. AIRPORT SPONSOR's execution of this Agreement, and future Amendments to the Agreement when deemed necessary by AIRPORT SPONSOR and ODAV, will confirm AIRPORT SPONSOR'S acceptance of the Project and the Project cost.
2. AIRPORT SPONSOR agrees to pay 00 percent (00%), estimated at \$0.00 toward the total Project cost.
3. In consideration for receipt of program funds, AIRPORT SPONSOR agrees to keep the airport open for public use for a minimum of 20 years from the date of this Agreement. If this condition is not met, AIRPORT SPONSOR shall immediately reimburse a pro-rata amount of all State funds used on Project to ODAV. The amount reimbursed shall be the total amount of State funds divided by 20, times the difference between 20 and the number of years that the Airport remained open to the public after the funds were distributed.
4. The Project shall not provide pavement maintenance for any areas of Airport that are private or exclusive use areas.
5. AIRPORT SPONSOR shall communicate through ODAV with ODAV's contractor regarding contract administration and scope of the Project.
6. AIRPORT SPONSOR agrees that, if problems with ODAV's contractor arise during construction, it shall communicate these concerns to ODAV, which shall be responsible for resolving these concerns.
7. AIRPORT SPONSOR shall hold ODAV harmless from liability for any costs, fees or expenses that may be incurred in the performance of this agreement.
8. AIRPORT SPONSOR representative shall be available on arrival of ODAV'S contractor work crews to meet with Project inspector to review work to be completed and to ensure appropriate NOTAMs (Notice to Airmen) have been issued prior to commencement of work.
9. AIRPORT SPONSOR shall acknowledges that ODAV, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of AIRPORT SPONSOR, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

10. AIRPORT SPONSOR shall not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of ODAV. This Agreement is binding upon and inure to the benefit of each of the Parties, and, except as otherwise provided their permitted legal successors and assigns.
11. AIRPORT SPONSOR certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Airport Sponsor, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind AIRPORT SPONSOR.
12. AIRPORT SPONSOR'S Project Manager for this Project is Aaron Ison, Airport Manager, 2990 25th St SE, Salem, OR 97302. AIRPORT SPONSOR shall notify ODAV in writing of any contact information changes during the term of this Agreement.

C. General Provisions:

1. This Agreement may be terminated by mutual written consent of both Parties.
2. ODAV may terminate this Agreement effective upon delivery of written notice to Airport Sponsor, or at such later date as may be established by ODAV under any of the following conditions:
 - a. If Airport Sponsor fails to provide payment of its share of the cost of the Project.
 - b. If ODAV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Agreement is prohibited or ODAV is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODAV or Airport Sponsor with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with

counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which ODAV is jointly liable with Airport Sponsor (or would be if joined in the Third Party Claim), ODAV shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Airport Sponsor in such proportion as is appropriate to reflect the relative fault of ODAV on the one hand and of Airport Sponsor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODAV on the one hand and of Airport Sponsor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODAV's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODAV had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Airport Sponsor is jointly liable with ODAV (or would be if joined in the Third Party Claim), Airport Sponsor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODAV in such proportion as is appropriate to reflect the relative fault of Airport Sponsor on the one hand and of ODAV on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Airport Sponsor on the one hand and of ODAV on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement, and attached exhibit constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODAV to enforce any provision of this Agreement shall not constitute a waiver by ODAV of that or any other provision.

9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. Any claim, action, suit or proceeding (collectively, "Claim") between ODAV and AIRPORT SPONSOR that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AIRPORT SPONSOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

The Airport Sponsor has authorized the approval and execution of this agreement on behalf of the Salem-Willamette Valley Airport.

The Director of the Oregon Department of Aviation is authorized to act on behalf of the Oregon Department of Aviation in approving and executing this agreement.

State of Oregon, by and through the Oregon Department of Aviation

By: _____ Date: _____
Kenji Sugahara, Director
Oregon Department of Aviation

ODAV Contact:
Alex Thomas, Policy, Planning, and Programs Manager
Oregon Department of Aviation
3040 25th Street SE
Salem, OR 97302-1125
971-375-2357
Alex.R.Thomas@odav.oregon.gov

Airport Sponsor

By: _____ Date: _____
AIRPORT SPONSOR Representative

Airport Sponsor Contact:

Aaron Ison, Airport Manager
2990 25th St SE
Salem, OR 97302
503-588-6314
aison@cityofsalem.net

Exhibit A
Oregon Department of Aviation
Pavement Maintenance Program - Region 1

Towered Airports - Schedule B: Salem Municipal

Program Eligible Work (ODAV funded with COAR Grant Match)

No.	Bid Item	Quantity	Unit	Unit Price	Extended Price
B1	Mobilization	1	LS	\$ 12,210.00	\$ 12,210.00
B2	Crack Sealing	30,833	LF	\$ 2.40	\$ 73,999.20
B3	Pavement Marking	11,005	SF	\$ 1.50	\$ 16,507.50
	Subtotal				\$ 102,716.70
	Engineering	1	LS	\$ 51,196.62	\$ 51,196.62
	Total				\$ 153,913.32
				25% Match	\$ 38,478.33

Airport Sponsor Funded Work (100% Local Funds)

No.	Bid Item	Quantity	Unit	Unit Price	Extended Price
	--No Sponsor Funded Work Elected--				
	Subtotal				\$ -
	Engineering	1	LS	\$ -	\$ -
	Total				\$ -
				100% Match	\$ -

Project Summary of Sponsor Costs

Type of Work	Total Cost
Program Eligible Work	\$ 0.00
Airport Sponsor Funded Work	\$ -
Total Sponsor Costs	\$ 0.00

Qualifier: This Exhibit is the Engineer's opinion of probable cost for the subject project at completion bidding. It will be updated at contract completion (post-construction). Until contract completion, it is only an estimate.

Prepared by Century West Engineering / Date: _____

Reviewed by ODAV / Date: _____

Approved by Airport Sponsor / Date: _____