

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

1. PARTIES TO AGREEMENT

This Agreement is 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 3.

3. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

3.1 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.

3.2 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.

4. TERM AND TERMINATION

4.1 This Agreement shall be effective from the date upon which the last signature is affixed through December 31, 2017 unless sooner terminated or extended as provided herein.

4.2 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.

4.3 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.

4.4 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.

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

5. FUNDING AND BILLING

5.1 The total amount paid under this Agreement shall not exceed \$245,000.00, which includes \$230,000.00 for Contracted Services and \$15,000.00 for County labor and services.

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 Agency shall be billed at the actual price paid for Contracted Services.

5.2 Requests for payment shall be submitted to the Agency monthly to the attention of: Troy Thomson, 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, 2018.

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

City of Salem Slurry Seal Streets 2017		
STREET NAME	STREET FROM	STREET TO
Highland Dr NE	Broadway St NE	Hazel Ave NE
Iris Lane NW	Parkway Dr NW	West Way NW
14th St SE	Oak St SE	Bellevue St SE
Oakhill Ave SE	11th Ave SE	Harvey Ave SE
Cindercone Ct SE	Cul-de-Sac	Smith Rock Dr SE
Dome Rock Ct SE	Cul-de-Sac	Southbend Dr SE
Lava Ct SE	Cul-de-Sac	Foxhaven Dr SE
Foxhaven Ct SE	Cul-de-Sac	Foxhaven DR SE
Foxhaven Dr SE	Miners Way SE	Southbend Dr SE
Granite Ct SE	Cul-de-Sac	Southbend Dr SE
Marble Ct SE	Cul-de-Sac	Miner Wy SE
Smithrock Dr SE	Foxhaven DR SE	Eastlake Dr SE
Bayberry Ct SE	Cul-de-Sac	Valleywood Dr SE
Buttonwood Ct SE	Cul-de-Sac	Valleywood Dr SE
Carmelcrest Ct SE	Cul-de-Sac	Norma Ave SE
Cedar Hill Ct SE	Cul-de-Sac	Darcy St SE
Cobalt Lp SE	Mildred Ln SE	Cobalt Ct SE
Cobalt Ct SE	Cul-de-Sac	Cobalt Lp SE
Darcy St SE	Natalie Ave SE	Cedar Hills Ct SE
Flairstone Ct SE	Cul-de-Sac	Mildred Ln SE
Flairstone Dr SE	Marstone St SE	Dead End
Marstone St SE	Flairstone Dr SE	Mildred Ln SE
Marstone Ct SE	Cul-de-Sac	Mildred Ln SE
Mooseberry St SE	Cul-de-Sac	Opal Ln SE
Natalie Ave SE	Cinnibar St SE	Dead End
Nelson Pl SE	Madelyn Ave SE	Dead End
Oakstone Dr SE	Mildred Ln SE	Cinnibar St SE
Opal Ln SE	Rhinestone Ct SE	Mooseberry St SE
Rhinestone Ct SE	Cul-de-Sac	Opal Ln SE
Norma Ave SE	Carmelcrest Ct SE	Norma CT SE
Norma Ct SE	Cul-de-Sac	Norma Ave SE
Klamath Ct SE	Cul-de-Sac	Tanoak Ave SE
Klamath St SE	Tanoak Ave SE	Melissa St SE
Ironwood Dr SE	Valleywood Dr SE	La Cresta Dr SE
Wipwood Dr SE	Ironwood Dr SE	680 Wipwood Dr SE
Walnwood Ct SE	Cul-de-Sac	Valleywood Dr SE
Woodview Ct SE	Cul-de-Sac	Valleywood Dr SE
Beverly Ave NE	Fisher Rd Ne	Coral Ave NE
Coral Ave NE	Beverly Ave NE	Wolverine St NE
Aldous Ave S	Dead End	Heath St S
Browning Ave S	Dead End	2004 Browning Ave S
Heath St S	Fern Dr S	Dead End
Irene Ct S	Cul-de-Sac	Aldous Ave S
Jana Ave S	Dorchester Dr S	Heath St S

STREET NAME	STREET FROM	STREET TO
Lachs Ct S	Cul-de-Sac	Heath St S
Mylra Ct S	Cul-de-Sac	Heath St S
15th AVE NW	Tanager Ave NW	Cul-de-Sac
Hemlock St NW	Cul-de-Sac	15th Ave NW
Holly St NW	Hemlock St NW	Orchardview Ave NW
Hoover Ave NW	Eisenhower Dr NW	Fillmore Ave NW
Carter Ave NW	Gehlar Rd NW	Eisenhower Dr NW
Valleywood Dr SE	Sunnyside Rd SE	Ironwood Dr SE
Geren Island Water Treatment Facility	Roadways within treatment facility (east of Stayton)	