

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY ("COUNTY") and CITY OF SALEM ("CITY")**  
**for**  
**TRAFFIC SIGNAL INTERCONNECT (MARION COUNTY)**

**THIS AGREEMENT** is made and entered into by and between Marion County, hereinafter referred to as "**County**;" and the City of Salem, hereinafter referred to as "**City**," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. The following road segments are under the maintenance and jurisdiction of **County**:
  - a. Lancaster Drive NE from Hayesville Drive NE to Silverton Road NE;
  - b. Silverton Road NE from Lancaster Drive NE to 5155 Silverton Road NE; and
  - c. Cordon Road, from Silverton Road NE to approximately Caplinger Road SE;
2. The following road segments are under the maintenance and jurisdiction of **City**:
  - a. Cordon Road SE/Kuebler Boulevard SE from approximately Caplinger Road SE to Mill Creek Drive SE;
  - b. Center Street NE from Park Avenue NE to 3030 Center Street NE;
  - c. Court Street NE from 555 Court Street NE to 12<sup>th</sup> Street NE;
  - d. 12<sup>th</sup> Street NE from Court Street NE to State Street;
  - e. Silverton Road NE from Portland Road NE to Lana Avenue NE.
  - f. Aumsville Highway SE from Cordon Road SE to 3940 Aumsville Highway SE; and
  - g. Wolverine Street NE from Lancaster Drive NE to 2421 Lancaster Drive NE.
3. The Salem-Keizer Area Transportation Study (SKATS) Policy Committee has awarded the following project funding:
  - a. Surface Transportation Program (STP-U) funds totaling \$269,190 to **City** to design and construct Traffic Signal Interconnect on the following road segment:
    - i. Cordon Road SE/Kuebler Boulevard SE from approximately Caplinger Road SE to Mill Creek Drive SE.
  - b. STP-U funds totaling \$660,000 to **County** to design and construct Traffic Signal Interconnect on the following road segments:
    - i. Lancaster Drive NE between Hayesville Drive NE and Silverton Road NE;

- ii. Silverton Road NE between Lancaster Drive NE and Cordon Road NE;  
and
  - iii. Cordon Road between Silverton Road NE and approximately  
Caplinger Road SE.
- 4. **County** has allocated funds totaling \$278,460 to design and construct Traffic Signal Interconnect on the following road segments (under **City** jurisdiction), which is subject to change:
  - i. Center Street NE between Park Avenue NE and 3030 Center Street NE;
  - ii. Court Street NE between 555 Court Street NE to 12th Street NE;
  - iii. 12th Street NE between Court Street NE and State Street;
  - iv. Silverton Road NE from Cordon Road NE to 5155 Silverton Road NE;  
and
  - v. Wolverine Street NE from Lancaster Drive NE to 3867 Wolverine Street NE.
- 5. **State** and SKATS have created a single project in the 2015-2018 State Transportation Improvement Plan (STIP) entitled TRAFFIC SIGNAL INTERCONNECTS (MARION COUNTY), Key Number 17312, herein referred to as the "Project," which contains all funding described in Recitals 3 and 4, above. **County** is identified in the STIP as the agency responsible for delivery of the Project.
- 6. **County** has executed Supplemental Project Agreement No. 30969 with the Oregon Department of Transportation (ODOT), referred to herein as "**State**", under **State's** Local Public Agency Certification Program, which identifies County as the agency responsible for delivery of the Project.
- 7. By the authority granted in Oregon Revised Statute (ORS) 190.110, **County** may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

## **TERMS OF AGREEMENT**

- 1. Under said provisions, **County** and **City** agree to cooperatively complete preliminary engineering, construction and construction engineering for the Project along all road segments under the jurisdiction of **County** and **City**, as further defined under **COUNTY OBLIGATIONS** and **CITY OBLIGATIONS**, below. The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program under Title 23, United States Code. The total estimated Project cost is \$1,314,000, which is subject to change. Of this total project cost, approximately \$278,460 is **County**-funded non-participating costs associated with **County** building facilities that will be interconnected in conjunction with the Project. Disbursement of federal funds to **County** will be as set forth in Supplemental Project Agreement No. 30969 between **County** and **State**.
- a. STP-U funds for the Project are limited to \$929,190. The STP-U funds are available for Preliminary Engineering and Construction Phases on all road segments identified in Recital 3.
- b. **City** shall provide matching funds equal to 10.27% of total Project costs plus all non-participating costs and all costs in excess of the available federal funds for the road segments identified in Recital 3-a. **City's** estimated match equals \$30,810, calculated as follows:

$$\begin{array}{rcl} & \text{Federal STP Funds} & = \$ 269,190 \\ + & \text{Est. } \mathbf{City} \text{ Match} & = \$ 30,810 \text{ (10.27\% of total cost)} \\ + & \text{Est. Non-Participating Costs} & = \$ \underline{0} \\ \hline & \text{Total Estimated } \mathbf{City} \text{ Costs} & = \$ 300,000 \end{array}$$

The total estimated cost, estimated **City** match and estimated non-participating costs are subject to change. **City's** match may consist of (1) cash, (2) donated in-kind services utilizing **City** staff or consultant services, or (3) a combination of cash and donated in-kind services, subject to **State** approval. **County** and **City** have agreed for purposes of this agreement the **City** shall provide in-kind services. **County** has obtained **State** approval for **City's** donated in-kind services of labor.

**County** shall reimburse **City** for costs incurred by **City** that exceed **City's** share of the Project match for labor, including materials and equipment, if applicable, associated with the installation of switches and any additional work to connect existing signals to **City's** traffic signal data network. Such reimbursement shall be provided under INTERGOVERNMENTAL AGREEMENT BETWEEN MARION COUNTY AND CITY OF SALEM FOR TRAFFIC SIGNAL MAINTENANCE, PLANNING, AND DESIGN dated April 22, 1998 and amended August 13, 2008 and February 19, 2015.

- c. **County** shall provide matching funds plus all non-participating costs and all costs in excess of the available federal funds for the road segments identified in Recitals 3-b and 4.
- d. **County** shall seek concurrence from **City** before requesting additional funds from **State** for any segments within **City's** jurisdiction.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

## COUNTY OBLIGATIONS

1. **County** agrees to complete preliminary engineering, contract advertisement, bid and award, and construction administration for Project. This includes the following:
  - a. Survey;
  - b. Obtaining environmental clearances;
  - c. Preliminary and final plans for traffic signal interconnect and associated paving, drainage, curb, sidewalk work, and temporary traffic control plans within the Project limits. Design shall conform to **City** standards where the work occurs within **City** jurisdiction and shall conform to **County** standards in all other locations;
  - d. Estimates;
  - e. Specifications;
  - f. Monthly progress reports;
  - g. Documentation of hours and tasks performed; and
  - h. Preliminary engineering, advertisement, bid, award and construction administration in conformance with federal aid requirements and the **County's** Master Certification Agreement with **State**.
2. **County** agrees to pay the match or provide donated in-kind services, pay any non-participating costs and pay any amount in excess of the available federal funds for its share of the cost associated with road segments identified in Recitals 3-b and 4.
3. **County** shall submit to **City** in writing any requests to change scope of Project or project costs.
4. **County** shall submit to **State** quarterly invoices for costs incurred during the preliminary engineering phase of the project and monthly invoices for costs incurred during the construction phase of Project. The invoices will be itemized to clearly show **City's** share of Project costs, including **County** staff time, **State** staff time, consultant costs, permitting fees, if any, and construction costs.
5. **County** may terminate this Agreement effective upon delivery of written notice to **City**, or at such later date as may be established by **County**, under any of the following conditions:
  - a. When state or federal funds are reduced or eliminated.

- b. If **City** fails to provide payment of its share of Project costs.
  - c. If **County** fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow **County**, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if **City** is prohibited from paying for such work from the planned funding source.
6. **County's** Project Manager for this Project is Steve Preszler, Project Engineer/Federal Aid Projects, Capital Projects Section, 5155 Silverton Road NE, Salem, Oregon 97305-3802, phone (503) 588-7919, email [spreszler@co.marion.or.us](mailto:spreszler@co.marion.or.us), or assigned designee upon individual's absence. **County** shall notify **City** in writing of any contact information changes during the term of this Agreement.

## **CITY OBLIGATIONS**

- 1. **City** agrees to allow **County** to complete preliminary engineering, contract advertisement, bid and award, and construction administration for Project.
- 2. **City** agrees to provide to **County** matching funds and/or donated in-kind services, as specified herein. **City** shall provide **County** cost reports substantiating all donated in-kind services applied as match toward **City's** portion of the Project.
- 3. **City** shall design and draft logic diagrams for all traffic signals included in the Project, and shall prepare all required construction specifications associated with fiber optic switches and any additional equipment to be supplied by the construction contractor to interconnect existing signals with **City's** traffic signal data network. **City** shall provide copies of **City's** work at 30%, 60% and 90% design milestones for **County** review, and shall stamp all final plans and specifications prepared by **City** for inclusion in **County's** bid documents.
- 4. **City** shall provide construction cost estimate data associated with **City's** fiber optic splicing and switches for inclusion by **County** in overall Project cost estimates.
- 5. **City** shall program, install, and connect all switches in traffic signal cabinets as required by the Project to interconnect all existing traffic signals with the **City's** traffic signal data network.
- 6. **City** shall review 30%, 60% and 90% construction plans prepared by **County** and provide written comments in a timely manner.
- 7. **City** shall grant **County** and **County's** construction contractor(s) authority to construct the portions of the Project located within **City** jurisdiction, as identified

in Recital 2, without any further agreements or fees. **County** shall obtain a permit from **City** authorizing **County** to work in **City** right-of-way prior to the start of field construction.

8. **City** may terminate this Agreement effective upon delivery of written notice to **County**, or at such later date as may be established by **City**, under any of the following conditions:
  - a. When state or federal funds are reduced or eliminated.
  - b. If **County** fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - c. If **County** fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from **City** fails to correct such failures within ten (10) days or such longer period as **City** may authorize.
9. **City's** Project Manager for this Project is Aaron Edelman, Senior Project Manager, City of Salem Public Works, 555 Liberty Street SE, Salem, Oregon 97301, phone (503)-588-6211, email aedelman@cityofsalem.net, or assigned designee upon individual's absence. **City** shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. **City** and **County** certify and represent that the individual(s) signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agencies, under the direction or approval of their governing body, commission, Council, board, officers, members or representatives, and to legally bind Agencies.
4. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will 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 will constitute an original.
5. This Agreement and attached exhibits 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 will 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, will be effective only in the specific instance and for the specific purpose given. The failure of **County** to enforce any provision of this Agreement will not constitute a waiver by **County** of that or any other provision.

6. **City** shall own all fiber optic and traffic signal equipment within the **City** right-of-way and shall be responsible for all maintenance costs associated with the same. **County** shall own all fiber optic and traffic signal equipment within the **County** right-of-way and shall be responsible for all maintenance costs associated with the same.

## INDEMNIFICATION

1. The **City** agrees to defend, indemnify, and hold harmless **County**, its officers, agents, and employees from damages arising out of the tortious acts of **City**, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
2. Likewise, **County** agrees to defend, indemnify, and hold harmless **City**, its officers, agents, and employees from damages arising out of the tortious acts of **County**, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
3. Nothing in this agreement shall be deemed to limit the right of either party to make a claim against the other for damages and injuries incurred by one party as a result of the actions of the other party's officers agents and employees.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key No. 17312) that was approved by the Oregon Transportation Commission (or subsequently approved by amendment to the STIP).

## **MARION COUNTY SIGNATURE PAGE**

### **Intergovernmental Agreement between Marion County and City of Salem for Traffic Signal Interconnect (Marion County)**

**MARION COUNTY**, by and through its elected officials

By \_\_\_\_\_  
Commissioner Date

By \_\_\_\_\_  
Commissioner Date

By \_\_\_\_\_  
Commissioner Date

### **APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Director of Public Works Date

### **APPROVED AS TO FORM**

By \_\_\_\_\_  
County Contracts Date

By \_\_\_\_\_  
County Legal Counsel Date

County Contact:  
Steve Preszler, Project Engineer  
Marion County Public Works  
5155 Silverton Road NE  
Salem, OR 97305-3802  
Phone: (503) 365-3157  
Email: spreszler@co.marion.or.us



## **CITY OF SALEM SIGNATURE PAGE**

### **Intergovernmental Agreement between Marion County and City of Salem for Traffic Signal Interconnect (Marion County)**

**CITY OF SALEM**, by and through its designated officials

By \_\_\_\_\_  
City Manager Date

### **APPROVED AS TO FORM**

By \_\_\_\_\_  
City Attorney Date

City Contact:  
Aaron Edelman, Senior Project Manager  
City of Salem, Public Works  
555 Liberty Street SE  
Salem, Oregon 97301  
Email: aedelman@cityofsalem.net

**EXHIBIT A – Project Location Maps**  
Traffic Signal Interconnect (Marion County)

