

**MARION COUNTY PUBLIC WORKS**  
**INTERGOVERNMENTAL AGREEMENT No.**  
**CORDON/KUEBLER CORRIDOR STUDY AND MANAGEMENT PLAN**  
**ODOT KEY NO. 20744**

**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. 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.
2. The Project study corridor ("Corridor") for this transportation planning project includes the following roadway segments:
  - Chemawa Road from the interchange at Interstate 5 to Highway 99E.
  - Hazelgreen Road from Highway 99E to Cordon Road.
  - Cordon Road from Hazelgreen Road to the Lancaster Drive/Aumsville Highway intersection.
  - Kuebler Boulevard from Lancaster Drive/Aumsville Highway intersection to the interchange at Interstate 5.
3. The Corridor is approximately 12.2 miles long, with 5.0 miles of the corridor being within City jurisdiction and 7.2 miles within County jurisdiction.
4. The Corridor operates as a principal arterial along the fringe of the Salem-Keizer metropolitan area. The Corridor is a designated detour route for Interstate 5 and is on the National Highway System.
5. The Project was selected as a part of the Surface Transportation Block Grant Program and may include a combination of federal and state and local funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
6. State and SKATS have created a single project in the 2018-2021 State Transportation Improvement Plan (STIP) entitled *Cordon/Kuebler Corridor Study and Management Plan*, Key Number 20744, herein referred to as the "Project," which contains the funding described in Terms of Agreement, paragraph 2 of this Agreement.
7. County has executed Supplemental Project Agreement No. 32751 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.

**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 such authority, County and City agree to County delivering the *Cordon/Kuebler Corridor Study and Management Plan*, hereinafter referred to as "Project." Project includes a comprehensive evaluation of Project Corridor, including all modes of transportation, to serve its intended function as an efficient circumferential route for the Salem-Keizer region. The study will evaluate the existing conditions and capacity concerns of the Corridor, forecast future growth and stress on the transportation system and provide recommended roadway alternatives to accommodate future growth of the region. It will also examine the opportunities for accommodating planned regional growth and addressing current traffic congestion through enhancements in access management and recommended improvements. The location of the Project is shown on the sketch map marked "Exhibit A," attached to this agreement and by this reference made a part hereof.
2. County and City agree to cooperatively complete the planning study for the Project as further defined under COUNTY OBLIGATIONS and CITY OBLIGATIONS below.
3. The total Project cost is estimated at \$297,000, which is subject to change. Federal funds for this Project are limited to \$266,950. Disbursement of federal funds to County will be as set forth in Supplemental Project Agreement No. 32751 between County and State.
4. On September 22, 2020, the SKATS Policy Committee approved Resolution No. 20-21 adding a total of \$92,000 (\$82,552 federal STBG-U funds plus \$9,448 local match) to KN20744 Cordon Road Corridor Study and Access Plan. The reason for the additional funds was to expand the scope of the project to extend the original southern limit of the study area approximately two miles from Lancaster Drive/Cordon Road to the Interstate 5 interchange at Kuebler Boulevard. This extended study area will provide a more efficient and comprehensive evaluation of the Project Corridor in its entirety from the northern I-5 interchange (at Chemawa Road) to the southern I-5 interchange (at Kuebler Boulevard). The Project will encompass how the recommended strategies and alternatives affect the full corridor. These additional funds are included in the total Project cost shown in Terms of Agreement, paragraph 3 of this Agreement.
5. For the federal funds allocated to expand the scope of the Cordon Road Corridor Study and Access Plan as shown in Terms of Agreement, paragraph 4 of this Agreement, City shall provide matching funds equal to 10.27% of total cost. City's match equals \$9,448 calculated as follows:

Total Cost of Expanded Scope per Resolution No. 20-21=	\$92,000
Less Federal Funds @ 89.73% =	<u>\$82,552</u>
Estimated City Match @ 10.27% =	\$ 9,448

6. The parties agree that should the Project costs exceed \$297,000, they will meet to determine how to amend this Agreement to allocate the proportionate share of the additional Project costs to the Parties and reflect the increased costs in the Agreement prior to exceeding the Project estimate; or to determine how to reduce the scope of work to meet the allocated funding for the Project per the Terms of this Agreement.
7. 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 five (5) calendar years following the date all required signatures are obtained, whichever is sooner.

**COUNTY OBLIGATIONS:**

1. County agrees to deliver the Project in conformance with Supplemental Project Agreement No. 32751 with the Oregon Department of Transportation (ODOT), referred to herein as “State”, under State’s Local Public Agency Certification Program.
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 the Project, except therefrom any costs associated with the roadway segment identified in Terms of Agreement, paragraph 4 of this Agreement.
3. County shall submit to City invoices for City’s share of costs incurred during the planning phase of the Project. Two invoices shall be submitted, one at the 50% stage of completion and one following final completion. The invoices will be itemized to clearly show City’s share of Project costs, including County staff time, State staff time and consultant costs.
4. County shall provide planning documents to City, for those areas within City jurisdiction, at appropriate stages during the study with adequate time to review and shall incorporate City comments into final planning documents.
5. **Americans with Disabilities Act (ADA) Compliance:**
  - a. **General:** County agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”) as identified in paragraph 1 of the **General Provisions** section of Local Agency Certification Program Agreement.

- b. **ADA Standards:** County shall utilize ODOT standards to assess and ensure that the Project and all component activities comply with ADA requirements, including ensuring that all plans and proposed design of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.
- 6. 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.
- 7. County's Project Manager for this Project is Janelle Shanahan, P.E., Transportation Planner, Traffic Section, 5155 Silverton Road NE, Salem, Oregon 97305-3802, phone (503) 566-4147, email [jshanahan@co.marion.or.us](mailto:jshanahan@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 planning services for all segments of the Project located within City jurisdiction.
- 2. City agrees to pay County the matching funds, as identified in Terms of Agreement.
- 3. City shall perform reviews of County prepared planning documents, for those areas within City jurisdiction, at appropriate stages during the study and shall provide written comments in a timely manner.
- 4. **Americans with Disabilities Act (ADA) Compliance:**
  - a. **General:** City agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the **General Provisions** section of Local Agency Certification Program Agreement.
  - b. **ADA Standards:** City shall utilize ODOT-approved standards to assess and ensure that the Project and all component activities comply with ADA requirements, including ensuring that all plans and proposed design of

pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.

5. 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.
6. City's Project Manager for this Project is Julie Warncke, Transportation Planning Manager, City of Salem Public Works, 555 Liberty Street SE, Salem, Oregon 97301, phone (503) 588-6211, email [jwarncke@cityofsalem.net](mailto:jwarncke@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.

**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 officer's agents and employees.

**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).

**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 2018-2021 Statewide Transportation Improvement Program, (Key No. 20744) that was approved by the Oregon Transportation Commission (or subsequently approved by amendment to the STIP).

**MARION COUNTY SIGNATURE PAGE**

**Intergovernmental Agreement No. \_\_\_\_\_ between  
Marion County and City of Salem for Key No. 20744  
Cordon/Kuebler Corridor Study and Management Plan**

**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:  
Janelle Shanahan, P.E., Project Manager  
Marion County Public Works  
5155 Silverton Road NE  
Salem, OR 97305-3802  
Phone: (503) 566-4147  
Email: [jshanahan@co.marion.or.us](mailto:jshanahan@co.marion.or.us)

**CITY OF SALEM SIGNATURE PAGE**

**Intergovernmental Agreement No. \_\_\_\_\_ between  
Marion County and City of Salem  
for Key No. 20744 Cordon/Kuebler Corridor Study and Management Plan**

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

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

**APPROVED AS TO FORM**

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

City Contact:  
Julie Warncke, Project Manager  
City of Salem, Public Works  
555 Liberty Street SE  
Salem, Oregon 97301  
Phone: 503-588-6211  
Email: [jwarncke@cityofsalem.net](mailto:jwarncke@cityofsalem.net)



**EXHIBIT A – Project Location Map**  
Cordon/Kuebler Corridor Study and Management Plan

