

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and CITY OF SALEM**  
**AO-3880-21**

**1. PARTIES TO AGREEMENT**

This Agreement between *City of Salem*, 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 County has been awarded a grant from the Department of Revenue to work collaboratively with Agency. The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide assistance to County with collection of control points throughout Salem/Keizer area for Oregon Map (ORMAP). County has no Global Positioning System (GPS)/mapping control for the Salem/Keizer area. The IGA will assist in the administration of this project in bringing County maps and taxlots within the boundaries of the cities of Salem/Keizer to ORMAP technical specifications. Additional information regarding control points is further described in Section 5.

**3. TERM AND TERMINATION**

3.1 This Agreement shall be effective for the period of *January 1, 2021* through *December 31, 2021* 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 contract shall not exceed **\$64,800.00**. County will not pay Agency any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Agency performs Work subject to the amendment.

Payments to Agency under this contract shall be made on a cost reimbursement basis according to the following terms:

Provide County with requested Control Points = \$64,800.00 (\$240.00 per control point)

4.2 Requests for payment shall be submitted to the County to the attention of: Marion County Assessor's Office at the following address: Attn: Rachael Estill, Administrative Services Manager, Marion County Assessor's Office, PO Box 14500, Salem, OR 97309. Final invoices are due no later than January 15, 2022.

#### **5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT:**

County and Agency shall work together to meet the requirements of the attached and incorporated Attachment A: ORMAP IGA and Grant Application.

##### **5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:**

- Provide an Agency Surveyor to collect various control points, as requested by County, for the Salem/Keizer area.
- Provide two-hundred and seventy (270) Control Points, as requested by the County.
- Collect requested control points using survey grade GPS equipment.

##### **5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:**

- Identify and notify Agency of the area of needed control points throughout Salem/Keizer.
- Verify that Assessor Global Positioning System (GPS) collected control points meet the technical specifications of ORMAP.
- Incorporate and maintain the cadastral geo-database as normal course of business.
- Provide Quality Control for ORMAP project. Collected control points shall be tested against available data:
  - Published control points from County Surveyor

- Published surveys
  - Assessor's geo-database
  - Aerial imagery
- Verify control points and test County's cadastral data against ORMAP's technical specifications.

## **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**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## **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:  
 Paul M. Kowalczyk, City Surveyor  
 City of Salem Public Works Dept.  
 555 Liberty St. SE, Room 325  
 Salem, OR 97301-3513

For County:  
 Procurement & Contracts Manager  
 555 Court St. NE, Suite 5235  
 PO Box 14500  
 Salem, OR 97309

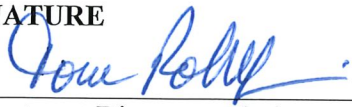


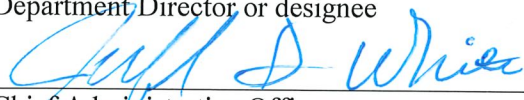
## SIGNATURES

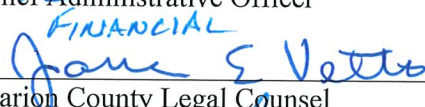
This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

### MARION COUNTY SIGNATURE

Authorized Signature:  12/16/2020  
Department Director or designee Date

Authorized Signature:  12/22/2020  
Chief Administrative Officer Date

Reviewed by Signature:  12/20/20  
Marion County Legal Counsel Date

Reviewed by Signature:  12/16/20  
Marion County Contracts and Procurement Date

### CITY OF SALEM

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_