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Oregon

August 30, 1993

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1313

DEPARTMENT OF
TRANSPORTATION

City of Newberg
Attn: Duane R Cole, City Recorder
414 East First St.
Newberg, OR 97132

FILE CODE:

AGR

Attached for your records is a fully executed copy of an agreement to install Opticom Systems on two signals at the intersections of Highway 99W at Brutscher and Springbrook.

We have retained a fully executed copy of this agreement for the Department of Transportation's files.

Fran Neavoll

Fran Neavoll, Agreement Specialist
Program Development and Contracts Unit
Program/Project Management Services

Attachment

FN074.th
6/30/93



Approved: ODOT Staff
February 11, 1993

Misc. Contracts & Agreements
No. 11,587

CITY OF NEWBERG
CITY RECOMMENDATION INDEX NO. 13/3

COOPERATIVE IMPROVEMENT AGREEMENT
PRELIMINARY ENGINEERING AND CONSTRUCTION FINANCE

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and THE CITY OF NEWBERG, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

W I T N E S S E T H

RECITALS

1. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with the counties and cities 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. This project will be financed with funds available to City, at no cost to State.
2. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control signals or devices to be used, and to place or erect them upon State highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control signals or devices shall be erected or maintained upon any State highway by any authority other than State, except with its written approval.
3. Under such authority, State and City plan and propose to install Opticom Systems on two signals within the City of Newberg, at the intersections of Highway 99W at Brutscher, and Highway 99W at Springbrook, hereinafter referred to as "project". 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.
4. By the authority granted in ORS 366.425, State may accept deposits of money, or an irrevocable letter of credit, from any county, city, or road district of the state for the performance

of work on any public highway within the State. State shall furnish all labor and materials for installation of Opticom Systems, and City shall, upon project completion, reimburse State for all project costs.

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

STATE OBLIGATIONS

1. State forces shall furnish all labor and materials necessary to fully install said Opticom Systems at project traffic signal locations. State shall, upon completion of project, bill City for all costs related to said project.
2. State shall compile accurate cost accounting records. City may request a statement of project costs-to-date at any time by submitting a written request. When the actual total cost of the project has been computed, State shall furnish City with an itemized statement of said final costs.
3. State shall, upon completion of project, retain jurisdiction and control of the timing established for operation of the signals for the intersections of Highway 99W at Brutscher, and Highway 99W at Springbrook.

CITY OBLIGATIONS

1. City shall, upon receipt of a fully executed copy of this agreement, forward to State an advance deposit or irrevocable letter of credit in the amount of \$11,200, said amount being the estimated project cost. Any portion of said advance deposit which is excess of the total project cost will be refunded or released to the city.
2. City shall be responsible for furnishing and installing all pre-emption equipment on emergency vehicles operated by Newberg Fire Department. City shall allow only vehicles which are under Newberg Fire Department's control to be equipped with emergency vehicle pre-emption devices. City shall be responsible for the maintenance of all emergency pre-emption equipment installed on vehicles under its direct control. City shall pay for the replacement of all pre-emption equipment that becomes obsolete and for which replacement parts are no longer available.

Contract No. 11,587
CITY OF NEWBERG

3. City shall, upon completion of project and receipt from State of an itemized statement of actual total project costs, pay any amount which, when added to the estimated project cost of \$11,200.00, will equal 100% of the actual total costs of project.

4. City hereby grants State the right to enter onto and occupy City street right-of-way for the construction of project.

5. City shall authorize execution of this agreement during a regularly convened session of its City Council.

GENERAL PROVISIONS

1. Agencies responsible for paying maintenance and power costs for project intersections shall remain the same as before installation of Opticom Systems as provided in agreements numbered 7169 and 10,858.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority has been further delegated to the State Traffic Engineer pursuant to Subdelegation Order No. HWY-4, paragraph 3.

APPROVAL RECOMMENDED

By Kenneth E. Husby
Region Engineer

Date 2-17-93

STATE OF OREGON, by and through
its Department of Transportation

By [Signature]
State Traffic Engineer

Date 6-17-93

APPROVED AS TO LEGAL SUFFICIENCY

By [Signature]
Asst. Attorney General

Date 6/19/93

CITY OF NEWBERG, by and through
its Elected City Officials

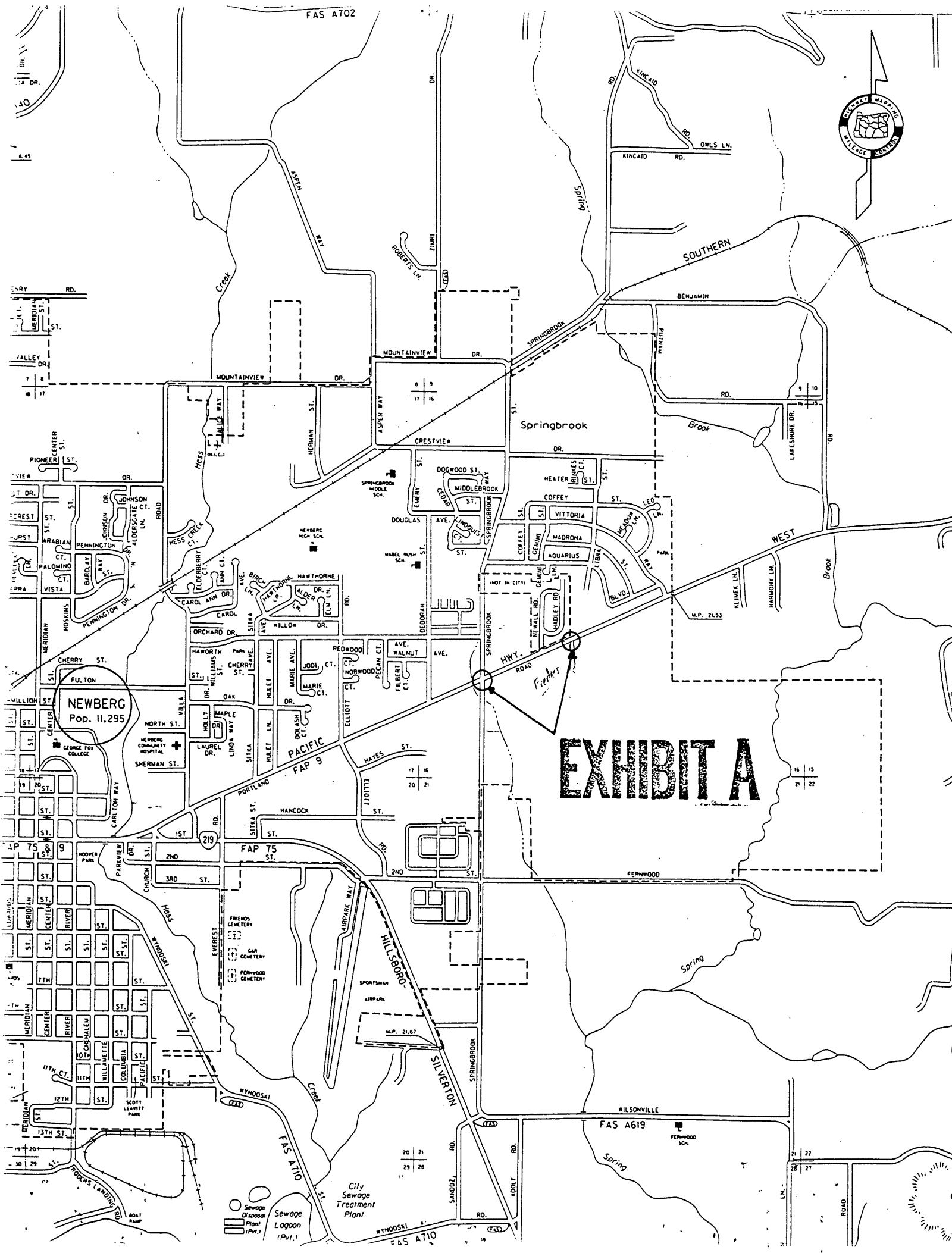
By [Signature]
Mayor

By [Signature]
City Recorder

Date April 9, 1993

CITY OF NEWBERG
414 East First St
Newberg, OR 97132

FAS A702



NEWBERG
Pop. 11,295

EXHIBIT A

PACIFIC
FAP 9

FAP 75
ST.

HILLSBORO

FAS A619

City Sewage Treatment Plant
Sewage Lagoon (Pvt.)

RESOLUTION 93-1760

A RESOLUTION AUTHORIZING THE CITY RECORDER TO SIGN AN AGREEMENT WITH THE STATE TO INSTALL OPTICOM SYSTEMS ON TWO SIGNALS WITHIN THE CITY OF NEWBERG, AT THE INTERSECTION OF HIGHWAY 99W AT BRUTSCHER, AND HIGHWAY 99W AT SPRINGBROOK, FOR AN ESTIMATED COST OF \$11,200.00.

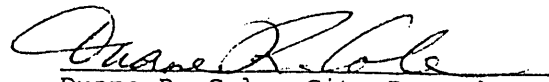
RECITALS:

1. The City has requested the State to install Opticom Systems on the signals at the intersection of Highway 99W at Brutscher and Highway 99W at Springbrook.
2. The State has agreed to provide this service to the City of Newberg for an estimated cost of \$11,200.00.
3. The City Council has reviewed this proposal at its April 1, 1993 meeting.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, Oregon, as follows, to wit:

1. The agreement prepared by the State entitled Miscellaneous Contracts and Agreements No. 11,587 is hereby accepted and approved by the City Council.
2. The City Council authorized the City Recorder to sign said agreement with the approval of the City Attorney.

ADOPTED by the City Council of the City of Newberg, Oregon, this 1st day of April, 1993.


Duane R. Cole, City Recorder