



Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation

Transportation Building

355 Capitol St. NE

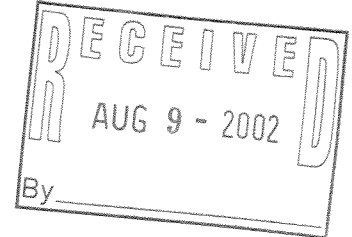
Salem, Oregon 97301

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1954

FILE CODE: AGR

August 7, 2002

City of Newberg
Attention: Paul Chiu
PO BOX 970
Newberg, OR 97132



found only one copy in the mail. p.c. 8/9/02

Enclosed for your records are two fully executed copies of Cooperative Improvement Agreement number 19566. This agreement was entered into to maintain the traffic signal at the intersection of Oregon 219 and Mountain Drive.

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

Karin Jorgensen
Karin Jorgensen, Agreements Specialist
Construction Contracts Unit
Roadway Engineering Section

Enclosure

KJ:plg

June 25, 2002

Agreement No. 19566

COOPERATIVE IMPROVEMENT AGREEMENT
Oregon Route 219 @ Mountainview Drive (Newberg)

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 "ODOT", and the CITY OF NEWBERG, acting by and through its designated officials, hereinafter referred to as "City".

RECITALS

1. Oregon 219, also known as the Hillsboro-Silverton Highway, is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission. Mountainview Drive is part of the City street system under the jurisdiction and control of City.
2. By the authority granted in ORS 366.770, 366.775, and 190.110, ODOT may enter into cooperative agreements with cities, counties, and other units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions agreeable to the contracting parties.
3. By the authority granted in ORS 810.210, ODOT is authorized to determine the character or type of traffic control devices to be used and to place or erect them upon ODOT highways at places where ODOT deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any ODOT highway by any authority other than ODOT, except with its written approval. Traffic signal work on this Project shall conform to the current ODOT standards and specifications.

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

TERMS OF AGREEMENT

1. Under such authority, ODOT and City hereby enter into this Agreement to maintain the traffic signal at the intersection of Oregon 219 and Mountainview Drive,

hereinafter referred to as "Project". The Project location is approximately as shown on the map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The traffic signal shall be constructed with City funds and ODOT Local Street Networks Funds (per Agreement 18851, dated March 20, 2001). The cost for the traffic signal maintenance shall be paid by City funds and shall be approximately \$6,500 per year.
3. This agreement shall become effective upon execution of this agreement by all parties and shall terminate ten calendar years from the date the last party signed, unless amended to extend the term of this agreement.
4. This agreement must be effective at least one day prior to the turn-on of the signal. The signal shall not be turned on until the agreement has been executed.

CITY OBLIGATIONS

1. City shall be responsible for the construction of the traffic signal, as part of the Mountainview Drive Extension Local Street Networks project (Agreement 18851, dated March 20, 2001).
2. City hereby grants ODOT the right to enter onto and occupy City right-of-way as necessary for the completion of the Project.
3. City shall, upon completion of the Project and at its own expense, perform all required maintenance on Mountainview Drive for the continued and efficient operation of the traffic signal detector loops.
4. City shall, upon completion of the Project and at its own expense, pay all power costs for the traffic signal. Power bills for the signal will be sent directly to City from the electric company.
5. City shall, at its own expense and upon receipt of an invoice from ODOT, pay all maintenance costs for the traffic signal.
6. City represents that this agreement is signed by personnel who have been duly authorized to do so by the City governing body.

ODOT OBLIGATIONS

1. ODOT shall, upon completion of the Project, perform all maintenance, including timing work, required on the traffic signal. ODOT shall, after traffic signal maintenance has been performed, send to City an invoice for ODOT's actual costs incurred.
2. ODOT shall retain complete jurisdiction and control of the traffic signal, including the timing established for the operation of the traffic signal.

GENERAL PROVISIONS

1. This agreement may be terminated by written mutual consent of all parties.

ODOT may terminate this agreement effective upon delivery of written notice to City and County, or at such later date as may be established by ODOT, under any of the following conditions:

- a. If City fails to provide services as called for by this agreement within the time specified herein or any extension thereof.
- b. If City fails to provide payment of their share of the cost of the Project upon receipt of a letter of request or invoice from ODOT.
- c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
- d. If federal or ODOT laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited, or ODOT is prohibited from paying for such work from the planned funding source.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

2. All employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject

workers, unless such employers are exempt under ORS 656.126. All employers shall ensure that each of its contractors complies with these requirements.

3. All parties shall comply with all federal, ODOT, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, all parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and ODOT civil rights and rehabilitation statutes, rules, and regulations.
4. City acknowledges and agrees that ODOT, the Oregon Secretary of ODOT's Office, the federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writing of Cities that are pertinent to this agreement to perform examinations and audits and make excerpts and transcripts for a period of three years after completion of Project. Copies of applicable records shall be made available upon request.
5. To the extent permitted by Article XI, Sections 7 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party to this agreement shall defend, save, hold harmless and indemnify each other party and such other parties' officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this contract, provided that no party to this agreement shall be required to indemnify any other party for any liability arising out of the wrongful acts of the employees or agents of the other party.
6. 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 shall 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, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provisions of this agreement shall not constitute a waiver by ODOT of that or any other provision.

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 on January 16, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On January 31, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director grants authority to the Region Managers, for their respective Region, to approve and execute agreements up to \$75,000 when the work is related to a project included as a line item in the approved biennial budget.

STATE OF OREGON, by and through its
Department of Transportation

By [Signature]
Region 2 Manager

Date 8/6/02

APPROVAL RECOMMENDED

By [Signature]
State Traffic Engineer

Date 8/7/02

By [Signature]
District 4 Manager

Date 7/23/02

CITY OF NEWBERG, by and through its
designated officials

By [Signature]

Title CITY MANAGER

By [Signature]

Title COMMUNITY DEV'T DIRECTOR

Date 7/15/02

Agency Contact:
Paul Chiu, City of Newberg
PO Box 970
Newberg, OR 97132

EXHIBIT A

Oregon Route 219 @ Mountainview Drive City of Newberg

