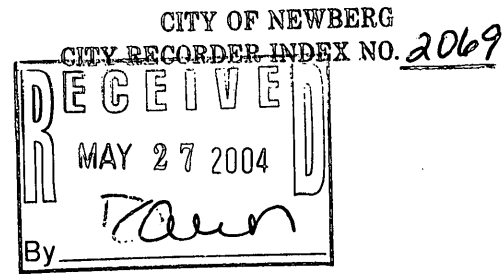




Marion County

OREGON

PUBLIC WORKS



BOARD OF COMMISSIONERS

Sam A. Brentano
Janet Carlson
Patti Milne

DIRECTOR

James V. Sears, P.E.

ADMINISTRATION

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EMERGENCY MANAGEMENT

ENGINEERING

ENVIRONMENTAL SERVICES

PARKS

PLANNING

OPERATIONS

SURVEYOR

May 24, 2004

Russ Thomas, Superintendent
City of Newberg Public Works
Post Office Box 970
Newberg, Oregon 97132

RE: 2004 Striping Agreement

Dear Mr. Thomas:

Enclosed for your records is a fully executed copy of the Intergovernmental Agreement between the City of Newberg and Marion County for striping services for fiscal year 2004-05.

Thank you for your assistance in executing this agreement.

Sincerely,

Tim Beaver
Contracts Coordinator

/tab

Enclosure

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INTERGOVERNMENTAL AGREEMENT

Between

Marion County
a political subdivision of the State of Oregon

and

City of Newberg
a political subdivision of the State of Oregon

for

2004 Striping of Paved Roads

This agreement is made pursuant to ORS 190.003 to 190.110, between Marion County and the City of Newberg, political subdivisions of the State of Oregon.

In consideration of the mutual obligations and benefits herein set forth, the parties agree as follows:

1. City of Newberg Obligations:

- 1.1 Sweep center and shoulder lines of any gravel, sanding material, and/or dirt.
- 1.2 Provide maps of all locations of painting to be done by June 1, 2004.
- 1.3 Make payment within thirty (30) days after receiving invoices from Marion County.
- 1.4 Pay, at cost, for all materials used for striping.
- 1.5 Mark out any areas that have been overlaid or patched in advance of the striping truck so it does not stop striping operation.
- 1.6 Submit all requests for work to be performed to:

Don Clark, Sign Shop Supervisor
Marion County Public Works Department
5155 Silverton Road NE
Salem, Oregon 97305

2. Marion County Obligations:

- 2.1 Stripe all center and shoulder lines that fall under the City of Newberg City Manager's responsibility.
- 2.2 Supply all materials for striping.
- 2.3 Submit all invoices, billings, and reports to:

Russ Thomas, Superintendent of Public Works
City of Newberg
Post Office Box 970
Newberg, Oregon 97132

3. General Obligations:

- 3.1 The following costs, including labor and equipment (but not materials), shall be charged by Marion County for services under this agreement:

Center Line Striping - \$120.00/striping mile

Shoulder line striping - \$120.00/striping mile

(A striping mile is each trip the striper makes down each road. A mile of road with shoulder lines on both sides and centerlines is three striping miles.)

- 3.2 The striping should take approximately five (5) working days to complete and will be done in two phases:

Stripe all new overlay and chip seal roads after their completion.

Stripe the remaining roads.

- 3.3 Each party shall be solely liable for third party claims arising from the actions of that party's officer, employees, and agents.
- 3.4 Each party shall be solely liable for its employees' workers' compensation claims, regardless of which party is exercising supervision and control over the project when the claim arises.

- 3.5 When the parties share supervision and control over a project, each party shall be liable for third party claims arising from the actions of its officers, employees, and agents.
- 3.6 City of Newberg shall agree to defend, indemnify, and hold harmless Marion County, its officers, agents, and employees from damages arising out of the tortious acts of City of Newberg, 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.

Likewise, Marion County shall agree to defend, indemnify, and hold harmless City of Newberg, its officers, agents, and employees from damages arising out of the tortious acts of Marion 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.

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 work schedule will be determined by the City of Newberg City Manager and the Marion County Sign Shop Supervisor.

In the event of major breakdowns of the striper truck or an unreasonable wet summer, Marion County will not be held responsible for completion of this striping.

This agreement represents the entire integrated understanding of the parties. This agreement may be amended only by in writing, executed with the same formalities as the agreement itself.

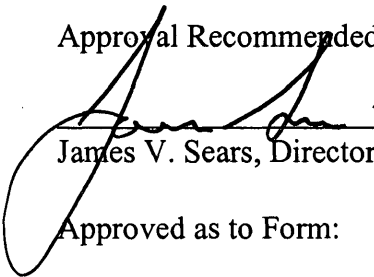
This Agreement shall expire on December 31, 2004 unless agreed to by both parties to extend.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

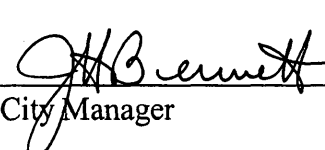
Marion County
Department of Public Works

City of Newberg

Approval Recommended:


James V. Sears, Director

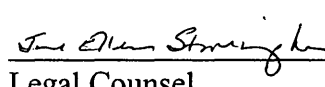
4-18-04
Date


City Manager

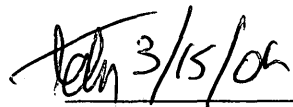
3/19/04
Date

Approved as to Form:

Approved as to Form:

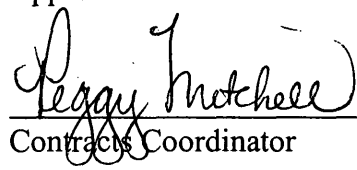

Legal Counsel

5 May 2004
Date


Legal Counsel

3/15/04
Date

Approved as to Form:

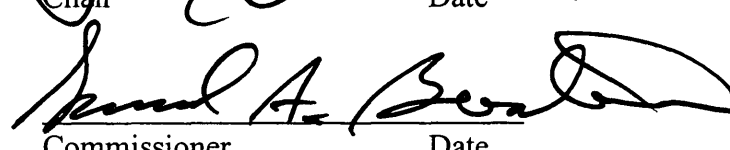

Contracts Coordinator

5/3/04
Date

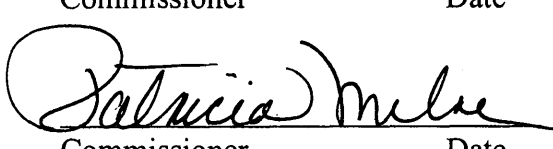
MARION COUNTY BOARD
OF COMMISSIONERS


Chair

7/12/04
Date


Commissioner

7/12/04
Date


Commissioner

7/12/04
Date