

INTERGOVERNMENTAL AGREEMENT
OR18: S McMinnville Interchange – E McMinnville Interchange
City of McMinnville and Yamhill County

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" or "ODOT," the CITY OF McMINNVILLE, acting by and through its elected officials, hereinafter referred to as "City," and YAMHILL COUNTY, acting by and through its designated officials, hereinafter referred to as "County," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Salmon River Highway (OR18) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). SW Old Sheridan Road is under the jurisdiction and control of both City and County within the limits of the project. Jurisdiction boundary of SW Old Sheridan Road is divided where Cozine Creek crosses the roadway.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
3. State intends to repave approximately two miles of OR18 and connector routes that are in poor condition as part of State's OR18: S McMinnville Interchange -E McMinnville Interchange project, hereinafter referred to as "ODOT Project." State, City and County enter into this Agreement to allow State use of City and County's SW Old Sheridan Road for detour routing as State performs ODOT Project work on OR18.

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, City and County shall grant State access to, and use of, SW Old Sheridan Road as a detour route during construction of the ODOT Project. Detour use is planned during nighttime paving hours, only. The detour route is as shown in Exhibit A, attached hereto and by this reference made a part hereof.
2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on December 31, 2027, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

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Agreement No. 73000-00045054

CITY OBLIGATIONS

1. City grants State access to SW Old Sheridan Road as needed for use as a detour route for traffic during construction of the ODOT Project. City retains all statutory jurisdiction and road authority over the section SW Old Sheridan Road under City's jurisdiction.
2. City hereby grants State, and its contractor, the right to enter onto and occupy City right of way within the detour limits for the performance of duties as set forth in this Agreement.
3. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
5. City's Project Manager for this Project is Geoffrey Hunsaker, Public Works Director, City of McMinnville, 230 NE Second Street, McMinnville, Oregon 97128; telephone: (503) 474-5138; email: geoffrey.hunsaker@mcminnvilleoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

COUNTY OBLIGATIONS

1. County grants State access to SW Old Sheridan Road as needed for use as a detour route during construction of the ODOT Project. County retains all statutory jurisdiction and road authority over SW Old Sheridan Road over the section of SW Old Sheridan Road under County's jurisdiction.
2. County hereby grants State, and its contractor, the right to enter onto and occupy County right of way within the Detour Project limits for the performance of duties as set forth in this Agreement.
3. County agrees State shall perform maintenance responsibilities on Apiary Road as provided in State obligations paragraph 3 for the duration of the Detour Project at State's own expense.
4. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.

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5. County's Project Manager for this Project is Mark Lago, Yamhill County Public Works Director, 2060 NE Lafayette Avenue, McMinnville, Oregon 97128; telephone: (503) 434-7515, EMAIL: lago@yamhillcounty.gov, or assigned designee upon individual's absence. County shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary work required to provide a detour route for the ODOT Project.
2. State shall be responsible for all costs associated with any improvements to SW Old Sheridan Road for traffic detour route use during ODOT Project.
3. State shall restore SW Old Sheridan Road to like or better condition upon completion of the ODOT Project.
4. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States flag ocean vessels transporting materials or equipment acquired specifically for the Detour Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
6. State's Project Manager for this Project is Abbey Driscoll, Transportation Project Manager, 63055 N Highway 97; Bend, Oregon 97703; telephone: (541) 410-5906; email: abbey.driscoll@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the Parties in writing of any contact information changes during the term of this agreement.

GENERAL PROVISIONS

1. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, shared use path, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, shared use path, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

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- ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, shared use path, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>.

2. This Agreement may be terminated by mutual written consent of all Parties.
3. State may terminate this Agreement effective upon delivery of written notice to City and County, or at such later date as may be established by State, under any of the following conditions:
 - a. If City or County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City or 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, 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 State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State, City or County with respect to which the other Parties may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the

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Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the other Party or Parties in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the other Party or Parties on the other hand, singularly or in combination, in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which any other Party or Parties are jointly liable with State (or would be if joined in the Third Party Claim), the other Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion, singularly or in combination, as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the other Party or Parties on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each other Party's contribution amount in any instance is each capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall 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 shall constitute an original.

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10. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
11. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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 2024-2027 Statewide Transportation Improvement Program (STIP), (Key # 22792) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

Signature Page Follows

City of McMinnville/Yamhill County/ODOT Agreement No. 73000-00045054

CITY OF McMinnville, by and through its designated officials

By Geoff Hunsaker Digitally signed by Geoff Hunsaker Date: 2025.06.13 10:57:44-07'00'
Title: Public Works Director

Date 6/13/2025

By _____
Title: _____

Date _____

LEGAL REVIEW APPROVAL (If required in City's process)

By David Ligtenberg
City Counsel

Date 6/13/25

City Contact:

Geoffrey Hunsaker, Director
Public Works, City of McMinnville
230 NE Second Street
McMinnville, Oregon 97128
(503) 474-5138
geoffrey.hunsaker@mcminnvilleoregon.gov

YAMHILL COUNTY, by and through its designated officials

By Kit Johnston
Title: Chair, Board of Commissioners

Date 7/3/2025

By _____
Title: _____

Date _____

STATE OF OREGON, by and through its Department of Transportation

By [Signature]
Region 2 Manager

Date 7/10/2025

APPROVAL RECOMMENDED

By [Signature]
Region 2 Project Delivery

Date 7/8/2025

By [Signature]
Area 3 Manager

Date 7/8/2025

State Contact:

Abbey Driscoll
Transportation Project Manager
63055 N Highway 97
Bend, Oregon 97703
(541) 410-5906
Abbey.driscoll@odot.oregon.gov

LEGAL REVIEW APPROVAL (If required in County's process)

By Christian Boenisch
County's Counsel

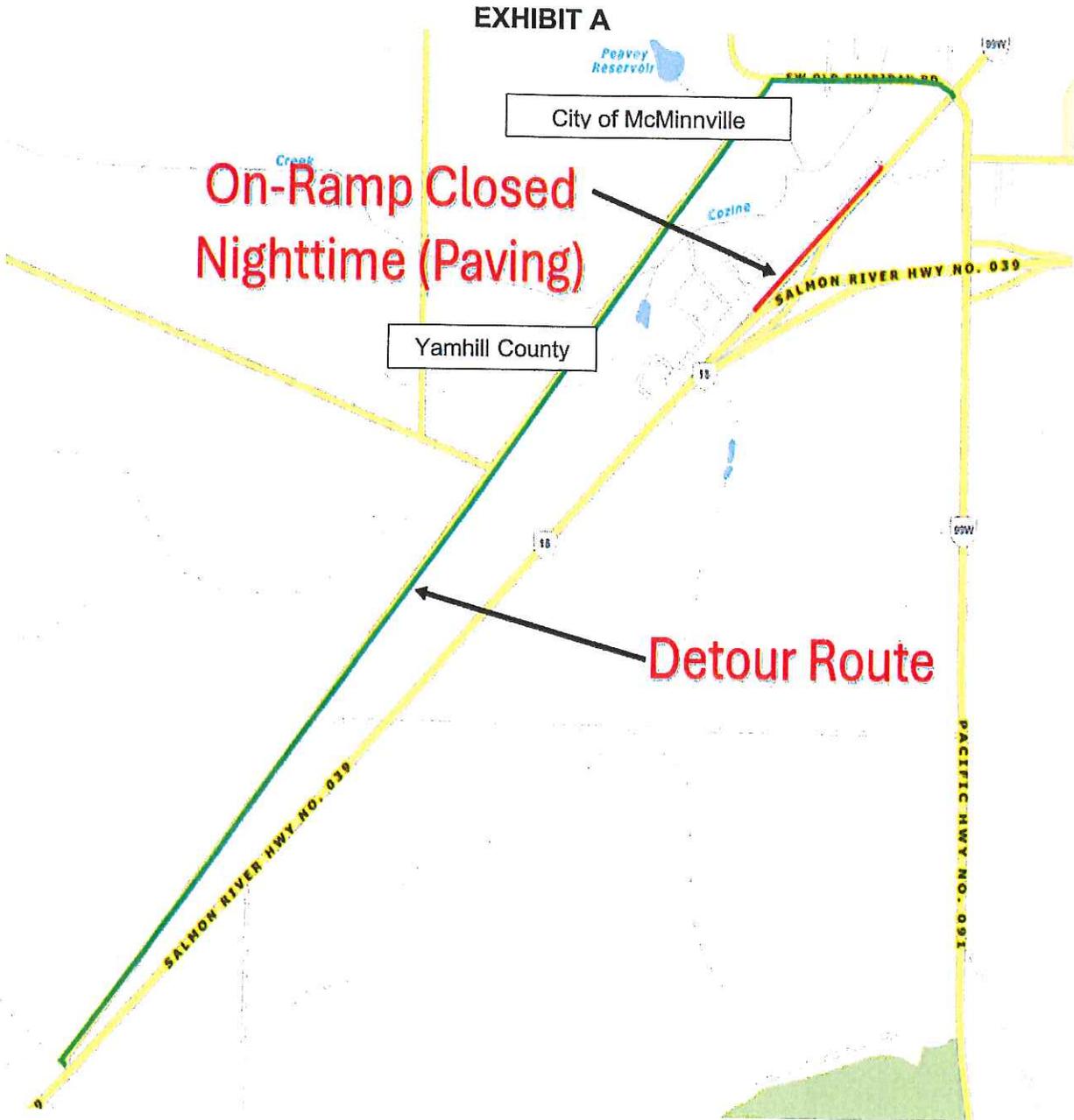
Date 7/3/2025

County Contact:

Mark Lago, Director
Yamhill County Public Works
2060 NE Lafayette Avenue
McMinnville, Oregon 97128
telephone: (503) 434-7515
lagom@yamhillcounty.gov

Approved by the BOC on: 07/03/2025
via Board Order No.: 25-203

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Signature: Anna HENSON
Anna HENSON (Jul 8, 2025 13:14 PDT)
Email: Anna.HENSON@odot.oregon.gov

Signature: James E. West
Email: James.E.WEST@odot.oregon.gov

Signature: Savannah CRAWFORD
Savannah CRAWFORD (Jul 10, 2025 09:57 PDT)
Email: Savannah.CRAWFORD@odot.oregon.gov