

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE CITY OF OREGON CITY FOR TRAFFIC SIGNAL MAINTENANCE
AND TRANSPORTATION ENGINEERING SERVICES**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“COUNTY”), a corporate body politic, and the City of Oregon City (“CITY”), a municipal corporation, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers, or agencies have authority to perform; and

WHEREAS, the City desires professional transportation engineering and signal maintenance staff to assist with design review, oversight, and maintenance of the City’s new and existing traffic signal(s), intelligent transportation system (“ITS”), and roadway beacons; and

WHEREAS, the County has extensive experience in transportation engineering and signal maintenance and is able and willing to perform said services; and

WHEREAS, the City would like to engage the County to perform the services and the County is willing to perform the services; and

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows to the following terms and conditions.

AGREEMENT

1. Term. This Agreement shall be effective on the last date signed by the Parties below and continues for ten (10) years, unless terminated earlier by either party consistent with Section 4 of this Agreement.

2. County Obligations

A. Scope of Services

- i)** Unless otherwise specified in this Agreement, the County shall provide labor and equipment to perform traffic signal consulting, inspection, configuration, testing, routine and preventive maintenance and repairs on a regularly scheduled and an on-call basis at facilities identified in Exhibit 1, which may be updated from time to time as agreed to by Parties in writing.
- ii)** The County shall provide regular scheduled annual testing and maintenance of traffic signal components required for a fully functional traffic signal system, which includes all tasks enumerated on Attachment A.
- iii)** At the request of City Engineering or their designee, the County shall provide

engineering review and construction inspection services for new equipment installations at locations not yet identified in Exhibit 1. Any new equipment that the Parties agree will become subject to this Agreement can be added as an update to Exhibit 1, approved in writing by the City's Assistant Public Works Director, or the City Engineer, and the County's Director of the Department of Transportation and Development.

- iv) At the request of the City, the County will provide 24-hour on-call service that includes weekends and holidays and shall respond to routine calls within forty-eight (48) hours.
- v) At the request of the City, the County will respond to any calls involving an emergency within four (4) hours of receiving the request. For purposes of this Agreement, emergencies are:
 - (a) Controller failures;
 - (b) Dark signals, in which case the County will verify with the Utility Service Provider (Portland General Electric) before responding to ensure the outage is not due to a power outage, and the County will only be obligated to respond if the issue is isolated to the traffic signal. It will be the responsibility of the County technician/electrician on duty to evaluate conditions at the site and determine the action necessary, including temporary repairs or traffic control;
 - (c) Any red lamp outage;
 - (d) Any intersection in a flashing mode;
 - (e) Any turn lane with only one signal head having an outage (red, yellow, or green);
 - (f) Any equipment involved in a crash; or
 - (g) Any condition involving a signal that the City Public Works Director or City Engineer or their designee declares to be an "emergency" or otherwise requests immediate response because the City deems a dangerous condition to exist, provided that the County's response is subject to availability of County personnel.

B. Standard of Performance

- i) Unless otherwise specified, services under this Agreement shall be performed to International Municipal Signal Association (IMSA), Manual on Uniform Traffic Control Devices (MUTCD) with Oregon supplements, and the Institute of Transportation Engineers (ITE) industry standards, as well as the State of Oregon guidelines and specifications.
- ii) The County shall assign an Oregon State-licensed Professional Civil Engineer (with expertise in Traffic Signal Operation) to assist the City, as requested, with

traffic signal design review, alterations or additions to the traffic signal system, ITS, roadway flashing beacons, signal timing, review of development proposals with traffic impacts, and other traffic engineering matters. The County's Oregon State- licensed Professional Civil Engineer shall work in close coordination with the City's Public Works Engineering staff for design review oversight on the City's traffic signal, ITS, and roadway beacon projects.

iii) The County shall utilize IMSA Certified Technicians or Electricians when performing traffic signal maintenance, repairs, inspection, configuration, setup, or testing of the City's signal system. Certification level shall be commensurate with the task performed in accordance with IMSA specifications. Technicians and Electricians should be certified in temporary traffic control per IMSA guidelines.

iv) The County shall provide short-term temporary traffic control measures as required by the most current Oregon Temporary Traffic Control Handbook and/or state adopted MUTCD during routine maintenance activities.

C. Materials and Parts

- i) If spare materials and replacement parts are unavailable from City inventory, County shall provide spare materials and replacement parts as necessary to repair a signal that is deemed by the City to create a dangerous condition. Materials and parts supplied by County will be charged to City at current replacement costs with associated shipping and handling fees necessary to replace County inventory.
- ii) The County shall assist City with developing a recommended inventory list of spare materials and replacement parts to store/maintain on a regular basis.

D. Service Logs and Reports

- i) The County shall record all activities performed any time staff is responding to a service call at the site of traffic signal facilities. This can be done on a County-standard form, and at a minimum, should include the following:
 - (a) the time and date the call is received;
 - (b) the time staff arrives onsite;
 - (c) who placed the call;
 - (d) location and condition upon arrival;
 - (e) necessary equipment, labor and materials;
 - (f) specifics of repair;
 - (g) additional repairs still needed;
 - (h) time site was secured; and
 - (i) time leaving site.
- ii) The County will provide the City with reports on all work performed at the traffic signal(s), as requested by the City. Unless requested earlier by the City, the County will provide annual reports with information on completed maintenance services, as listed on Attachment B, and any services performed onsite. At the request of the City, the County may provide other available information about the services, such test results.

iii) The County shall maintain an updated log in each traffic signal cabinet for traffic signals that details any and all maintenance or repairs performed.

E. Limitations on Liability. The County shall not be liable for any claim or action arising out of, or based upon, damages or injuries to persons or property caused by signal issues for which no request for work was made by the City to the County pursuant to the terms of this Section 2.

F. Services Rates and Invoices.

i) The County will charge the City for material and labor costs for services performed, with labor rates as shown on Schedule 2. The County may update labor rates on Schedule 2 annually. The County will submit to City any updated rates not less than 45 days prior to the updated rates taking effect.

ii) The County shall submit a detailed monthly invoice to the City with descriptions of services performed, labor costs, and material costs. The County shall invoice the City within sixty (60) days of performing City-authorized services.

iii) Except for emergency work described in Section 2(I) and routine maintenance work described in Attachment A, the County will provide a quote to the City outlining the services to be performed with estimated labor and material costs in accordance with this Agreement before commencing the work. All quotes must be signed by the Public Works Director for the City and the Director of the Department of Transportation and Development for the County, or their respective designees, prior to the County commencing the work.

3. City Obligations.

A. The City shall compensate the County for the services under Section 2 of this Agreement at the rates listed on Schedule 2, as updated. The City must make the payment within thirty (30) days of receipt.

B. The City agrees to promptly contact the County any time signal issues are witnessed or reported to ensure timely repairs can be made.

C. The City shall have the ultimate responsibility to approve the plans in writing for signal upgrading, phasing, timing, and coordination, after recommendation by the County.

D. The City grants County the right to enter into and occupy City rights-of-way for the purpose of performing any services under this Agreement.

E. The City shall maintain responsibility for temporary traffic control from the time the signal issue is discovered until such time as the City deems the traffic control is no longer necessary or County staff arrive and provide traffic control per Section 2.B.iv. or Section 2.F.iii..

- F. The City's inventory of spare materials and replacement parts for common repairs shall be stored at City's Maintenance Center and shall be accessible to County technicians/electricians during weekday business hours with the assistance of City personnel.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. City may terminate this Agreement without cause upon:
 - i) Rate Increase: Within 30 days following County's notice of rate increase to City (rate increase shall not be effective until 45 days following notice to City); or
 - ii) For Convenience: Upon 60 days' notice.
- C. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- D. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. The County may terminate this Agreement upon 60 days' notice in the event the County is unable to provide staffing sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to provide services for performance of this Agreement.
- F. Nothing herein shall prevent the Parties from meeting to mutually discuss the Agreement. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- G. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or

successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (excluding legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control acting within the course and scope of their employment or authority.

B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (excluding legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control acting within the course and scope of their employment or authority.

6. Party Contacts. Unless otherwise specified, notices and requests concerning matters of this Agreement must be provided to the following County and City representatives:

A. County: Carl Olson or his designee will act as liaison for the County.

Contact Information:

Clackamas County- Department of Transportation and Development 150
Beavercreek Road
Oregon City, OR 97045
(503) 742-4706 or colson@clackamas.us

B. City: Vance Walker or his designee will act as liaison for the City.

Contact Information:

City of Oregon City – Public Works Department 13895 Fir Street
Oregon City, Or. 97045
(503) 971-204-4682 or vwalker@orcity.org

C. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

7. General Provisions

A. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

B. Applicable Law. The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

C. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this

Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

D. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of at least three (3) years; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

E. Access to Records. The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

F. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

G. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

H. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties and any prior agreements between the Parties affecting the subject matter of this Agreement are hereby terminated. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

I. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

J. Independent Contractor. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or

contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- K. No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.

- L. No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- M. Counterparts.** This Agreement may be executed in any number of counterparts (electronic, 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.

- N. Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

- O. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

- P. Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- Q. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party shall be responsible for its own attorneys' fees and expenses.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Oregon City

Chair, Board of County Commissioners

City Manager

Date

Date

Approved as to form:

Bill Kabeiseman, City Attorney

**EXHIBIT 1
PAGE 1 of 2
Maintenance Checklist**



**CLACKAMAS
COUNTY**

Department of
Transportation and Development
Transportation Maintenance Division

Annual Cabinet Inspection Report

Intersection #: Date:

Location:

Owner:

Controller Mfg: Model:

CMU Mfg: Model: S/N: FAIL:

New CMU Mfg: Model: S/N:

VAC: VDC: AMPS:

	<u>OK</u>	<u>ATTN</u>	<u>N/A</u>	
Controller Timing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Timing Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Cabinet Print	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Intersection As-Builts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Verify Inputs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Verify Outputs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Flasher Outputs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Thermostat/Fan Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Change Air Filter(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Cleaned/Lubed Cabinet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Remove/Cleaned Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____
Diode Matrix Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____

	<u>Pass</u>	<u>Fail</u>	
Conflict Monitor Test	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____

Miscellaneous Details:

Electrician: _____ Electrician: _____

EXHIBIT 2 (updated annually)

County Maintained Traffic Signal and Flasher Beacon Locations

The County agrees to provide preventive maintenance, on-call repair, locates, and traffic engineering consultation services for signal and flasher facilities at the following locations within the City's Jurisdiction:

TRAFFIC SIGNALS

All traffic signals, pedestrian signals, vehicle detection, ITS devices, and related facilities at the following locations:

ID No.	Major Street	Minor Street	Type
05515	John Adams St.	5th St	Fire signal
05673	Washington St.	Prairie Schooner Way	Signal
05651	Washington St.	Home Depot-Metro access	Signal
05500	Abernethy Rd. – 17th St.	Washington St.	Signal
05501	Washington St.	15th St.	Signal
05502	Washington St.	14th St.	Signal
05672	Singer Hill	RR Xing	PTR
05503	Washington St.	7th St.	Signal
05505	7th St.	Monroe St.	Signal
05507	7th St/ Molalla Ave.	Polk St./Division St.	Ped signal
05508	Molalla Ave.	Pearl St.	Signal
05509	Molalla Ave	Holmes Ln.- Hilda St.	Signal
05510	Molalla Ave.	Warner Milne Rd.	Signal
05541	Molalla Ave.	1476 Molalla Ave (near McDonalds)	Signal
05511	Molalla Ave.	Beavercreek Rd.	Signal
05512	Molalla Ave.	Clairmont Way	Signal
05513	Molalla Ave.	Gaffney Ln.	Signal
05694	Molalla Ave.	Fir St	Signal
05539	South End Rd.	Shelby Rose Dr./ McLoughlin Elem School	Ped signal

05528	Washington St.	12 th Ave.	Signal
05535	Warner Milne Rd.	Linn Ave-Leland Rd.	Signal
05540	Warner Milne Rd.	Beavercreek Rd.	Signal
05646	Beavercreek Rd.	Theater access, 428 Beavercreek Rd.	Signal
05520	Beavercreek Rd.	Southridge Ctr. Access, 1626 Beavercreek Rd.	Signal
05518	Beavercreek Rd.	Fred Meyer access, 1972 Beavercreek Rd.	Signal
05519	Beavercreek Rd.	Fir St.	Signal

ROADWAY FLASHING BEACONS

Includes school zone flashers, intersection flashers, and Rectangular Rapid Flashing Beacons (RRFB) at the following locations:

ID No.	Major Street	Minor Street	Device Type
05527	Jackson St	15 th St	4-way flasher
05529	Jackson St	9 th St	4-way flasher
05531	Washington St	5 th St	4-way flasher
05534	Holmes Ln	Linn Ave	4-way flasher
05685	John Adams St	7 th St	RRFB
05522	Linn Ave	Williams St	RRFB
05523	Holcomb Blvd	Front Ave	RRFB
05524	Holcomb Blvd	Swan Ave	RRFB
05699	Molalla Ave	Adrian Way / Southridge Shopping Cntr	RRFB
05700	Molalla Ave	Post Office	RRFB
05701	Molalla Ave	OC Point	RRFB
Not Maintained by County	Molalla Ave	Barclay Hills Dr	RRFB
Not Maintained by County	Washington St	9 th St	Speed Feedback Sign
Not Maintained by County	5 th St	Jackson St	Speed Feedback Sign

EXHIBIT 3 (updated annually)

**Clackamas County
Traffic Engineering & Traffic Signal Maintenance Labor Rates
2023/24 Fiscal Year**

Employee Class Description	Group	Labor
Engineering Supervisor	Engineering	\$ 203.32
Civil Engineer, Senior	Engineering	\$ 180.69
Civil Engineer	Engineering	\$ 159.25
Engineering Tech 3	Engineering	\$ 125.05
Engineering Tech 2	Engineering	\$ 105.67
Traffic Maintenance Supervisor	Trans. Maintenance	\$ 138.32
Traffic Signal Electrician, Lead	Trans. Maintenance	\$ 138.64
Traffic Signal Electrician	Trans. Maintenance	\$ 136.01