

**COOPERATIVE IMPROVEMENT AGREEMENT  
Highway Safety Improvement Program (HSIP)  
Region 1 Rural Safety Improvements**

**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 counties of Washington, Multnomah, Hood River, and Clackamas, acting by and through their elected officials, hereinafter referred to collectively or individually as "Agencies," or "Agency"; State and Agencies are herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. SE Eagle Creek Rd, S Eaden Rd, S Canby-Marquam Hwy, S Union Mills, S Springwater Rd, SW Petes Mountain/Hoffman Rd, S Beaver Creek Rd, S Sawtell Rd, S New Era Rd, and S Bakers Ferry Rd are a part of the county road system under the jurisdiction and control of Clackamas County.
2. Dethman Ridge Rd, Country Club Rd, and Woodworth Dr are a part of the county road system under the jurisdiction and control of Hood River County.
3. NW Cornelius Pass Rd, SE Oxbow Dr, NW Gillihan Loop Rd, E Larch Mountain Rd, and NW Germantown Rd are a part of the county road system under the jurisdiction and control of Multnomah County.
4. SW Johnson School Road, SW Grabhorn Rd, SW River Rd, NW Cornelius-Schefflin/Scotch Church Rd, NW Germantown Rd, NW Cornelius Pass Rd, SW Golf Course Rd, SW Scholls-Sherwood Rd, and NW Glencoe Rd are a part of the county road system under the jurisdiction and control of Washington County.
5. The purpose of this Agreement is for State to construct sign and delineation upgrades for the State's Region 1 Rural Safety Improvements project and allow State or its contractor to construct said improvements within Agencies' rights of way.
6. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments 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.

**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, State and Agencies agree to the State constructing the Region 1 Rural Safety Improvements, hereinafter referred to as "Project". The

Project includes the installation of centerline rumble strips, delineators, curve warning signs, and the removal of curve warning signs, which is further defined in Exhibit A-Project Description.

2. The Project will be conducted as a part of the Highway Safety Improvement Program (HSIP) under Title 23, United States Code. The total Project cost is estimated at \$1,783,414 and is subject to change. The HSIP funds for the Project are limited to \$1,644,664. State shall be responsible for all Project costs, the required 7.78 percent match for eligible costs, nonparticipating costs, and any costs beyond the estimate. If Project costs exceed the total estimated Project cost, the Parties agree that State, at its discretion, shall either consider adjustments to Project scope(s) or seek additional funding. Additional funding will require an amendment to this Agreement if not all of the funding is provided by State.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect until termination upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. Notwithstanding any termination of this Agreement, maintenance responsibilities shall survive for the usual life of the facilities constructed as part of the Project. The Parties agree that the useful life for the facilities constructed for the Project are as follows:

Signs – 10 years; Delineators – 5 years; Rumble strips – useful life of the pavement.

## **AGENCIES OBLIGATIONS**

1. Agencies grant State the right to enter onto Agencies' rights of way for the performance of duties as set forth in this Agreement. If any Agency related permits are required, Agencies agree to grant such permits to State at no cost to the Project.
2. Each Agency 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.
3. Agencies agree, upon completion of the Project, to accept all improvements on those facilities subject to their jurisdiction and control and subject to this Agreement, and agree to be responsible for the maintenance of such improvements.
4. Agencies may, in their sole discretion, determine and implement the best practices for maintenance of the Project on the facilities subject to their jurisdiction and control so long as such practice follows the Manual on Uniform Traffic Control Devices (MUTCD) guidance at a minimum. Such discretion, includes the authority to establish and implement maintenance schedules, maintenance activities and the replacement of Project features that are no longer effective, do not meet Agencies' standards, conflict with other facility features, or reach the end of their useful life, as determined by the respective Agency.

5. If any individual Agency determines that any improvements installed pursuant to this Agreement should be removed, the individual Agency shall contact State providing the reasons for removal and a proposed plan to remove the improvement. Removal will be at Agency's expense.
6. Agencies shall review Project plans and notify State of any comments within (14) calendar days of receipt.
7. Washington County's Project Managers for this Project are Stacy Shetler, Traffic Engineering Manager, Washington County, 1400 Walnut St MS17, Hillsboro, OR 97123, 503-846-7947, Stacy\_Shetler@co.washington.or.us, and Melissa Norman, Traffic Analyst, Washington County, 1400 Walnut St MS17, Hillsboro, OR 97123, 503-846-7939, Melissa\_Norman@co.washington.or.us, 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.
8. Multnomah County's Project Manager for this Project is Carrie Warren, Project Manager, Multnomah County, 1620 SE 190<sup>th</sup> Ave, Portland, OR 97233, 503-988-0169, carrie.warren@multco.us, 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.
9. Hood River County's Project Manager for this Project is Don Wiley, Hood River County Public Works, Hood River County, 918 18<sup>th</sup> St, Hood River, OR 97031, 541-387-7101, don.wiley@co.hood-river.or.us, 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.
10. Clackamas County's Project Manager for this Project is Joseph F. Marek, PE, PTOE – Transportation Safety Program Manager, Clackamas County, 150 Beaver Creek Rd, Oregon City, OR 97045, 503-742-4705, JoeM@co.clackamas.or.us, 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.

## **STATE OBLIGATIONS**

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project. In addition, State shall be solely responsible for any contract claim, delay damages or similar items.

2. State will provide Agencies a copy of the Project Plans for review prior to State's bid and award. State will review and consider all Agency comments but is not obligated to incorporate the comments. State will not reimburse Agencies for their time to review and comment on the plans.
3. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at State expense.
4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. State's Project Manager for this Project is Nicole Peirce, Project Leader, 123 NW Flanders, Portland, OR 503-731-3289, [Nicole.M.PEIRCE@odot.state.or.us](mailto:Nicole.M.PEIRCE@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

1. Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Parties expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
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 Agencies, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agencies fail to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agencies fail to perform any of the other provisions of this Agreement, or so fail to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written

notice from State fail 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 or Agencies 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 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 Agencies (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 Agencies in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agencies 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 Agencies are jointly liable with State (or would be if joined in the Third Party Claim), Agencies 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 as is appropriate to reflect the relative fault of Agencies 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 Agencies 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. Agency'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 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. If any Agency fails to maintain its facility in accordance with the terms of this Agreement, State, at its option, may maintain the respective facility and bill the Agency seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
10. 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.
11. 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.

**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 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #19502) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

**WASHINGTON COUNTY**, by and through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**MULTNOMAH COUNTY**, by and through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**HOOD RIVER COUNTY**, by and through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CLACKAMAS COUNTY**, by and through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_

Washington County Counsel

Date \_\_\_\_\_

By \_\_\_\_\_

Multnomah County Counsel

Date \_\_\_\_\_

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_

Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Region 1 Traffic Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_

Assistant Attorney General

Date \_\_\_\_\_

**State Contact:**

Nicole Peirce

Project Leader

123 NW Flanders, Portland, OR

503-731-3289

[Nicole.M.PEIRCE@odot.state.or.us](mailto:Nicole.M.PEIRCE@odot.state.or.us)

By \_\_\_\_\_  
Hood River County Counsel

Date \_\_\_\_\_

By \_\_\_\_\_  
Clackamas County Counsel

Date \_\_\_\_\_

**Washington County Contact:**

Stacy Shetler  
Traffic Engineering Manager  
1400 Walnut St MS 17  
Hillsboro, OR 97123  
503-846-7947  
[Stacy\\_Shetler@co.washington.or.us](mailto:Stacy_Shetler@co.washington.or.us)

**Multnomah County Contact:**

Carrie Warren  
Project Manager  
1620 SE 190<sup>th</sup> Ave  
Portland, OR 97233  
503-988-0169  
[carrie.warren@multco.us](mailto:carrie.warren@multco.us)

**Hood River County Contact:**

Don Wiley  
Hood River County Public Works  
918 18<sup>th</sup> St  
Hood River, OR 97031  
541-387-7101  
[don.wiley@co.hood-river.or.us](mailto:don.wiley@co.hood-river.or.us)

**Clackamas County Contact:**

Joseph F. Marek, PE, PTOE/Transportation  
Safety Program Manager  
Clackamas County  
150 Beaver Creek Rd  
Oregon City, OR 97045  
503-742-4705  
[JoeM@co.clackamas.or.us](mailto:JoeM@co.clackamas.or.us)

**EXHIBIT A–Project Description**  
Washington County

Install delineators:			
	<b>Corridor</b>	<b>From</b>	<b>To</b>
	SW Johnson School Rd	Tongue Ln	Simpson Rd
Install curve warning signs:			
	<b>Corridor</b>	<b>From</b>	<b>To</b>
	SW Johnson School Rd	Tongue Ln	Simpson Rd
	SW Grabhorn Rd	Farmington Rd	Tile Flat Rd
	SW River Rd	Davis Rd	Scholls Ferry Rd
	NW Cornelius-Schef./Scotch Ch Rd	Halladay St	Jackson School Rd
Install rumble strips:			
	<b>CORRIDOR</b>	<b>From</b>	<b>To</b>
	NW GERMANTOWN RD	Cornelius Pass Rd	Skyline Blvd
	NW CORNELIUS PASS RD	Hwy 30	Germantown Rd
	SW GOLF COURSE RD	Lafollett Rd	Tongue Ln
	SW SCHOLLS-SHERWOOD RD	Scholls Ferry Rd	Roy Rogers Rd
	NW GLENCOE RD	Hwy 26	Evergreen Rd
	NW CORNELIUS-SCHEFFLIN/SCOTCH CHURCH RD	Halladay St	Jackson School Rd

**EXHIBIT A–Project Description**  
Clackamas County

Install delineators:			
	<b>Corridor</b>	<b>From</b>	<b>To</b>
	SE Eagle Creek Rd*	Hwy 211	10th St
Install curve warning signs:			
	<b>Corridor</b>	<b>From</b>	<b>To</b>
	SE Eagle Creek Rd*	Hwy 211	10th St
	S Eaden Rd	Harding Mill Rd	Springwater Rd
	S Canby-Marquam Hwy*	16th Ave	Barnards Rd
	S Union Mills*	Hwy 213	Hwy 211
	S Springwater Rd*	Carver Hwy	Hwy 211
	SW Petes Mountain/Hoffman Rd*	Volpp St	Mountain Rd
	S Beaver creek Rd*	Hwy 211	Carus Rd
	S Sawtell Rd	Mollala Ave	Leitzel Rd
	S New Era Rd	Hwy 99E	Leland Rd
Install rumble strips:			
	<b>CORRIDOR</b>	<b>From</b>	<b>To</b>
	S BAKERS FERRY RD	Hwy 224	Springwater Rd

**EXHIBIT A–Project Description**  
Multnomah County

Install delineators:			
	<b>Corridor</b>	<b>From</b>	<b>To</b>
	NW Cornelius Pass Rd*	Hwy 30	Germantown Rd
Install curve warning signs:			
	<b>Corridor</b>	<b>From</b>	<b>To</b>
	SE Oxbow Dr	Division Dr	Hosner Rd
	Gillihan Lp Rd*	Sauvie Island Rd	Reeder Rd
	Larch Mountain Rd*	Loudon Rd	Red Elder Dr
Install rumble strips:			
	<b>CORRIDOR</b>	<b>From</b>	<b>To</b>
	NW GERMANTOWN RD*	Cornelius Pass Rd	Skyline Blvd
	NW CORNELIUS PASS RD*	Hwy 30	Germantown Rd

**EXHIBIT A–Project Description**  
Hood River County

Install delineators:			
	<b>Corridor</b>	<b>From</b>	<b>To</b>
	Dethman Ridge Rd	Hwy 35	Odell Hwy
Install curve warning signs:			
	<b>Corridor</b>	<b>From</b>	<b>To</b>
	Country Club Rd*	Frankton	Portland Dr
Install rumble strips:			
	<b>CORRIDOR</b>	<b>From</b>	<b>To</b>
	WOODWORTH DR	Hwy 35	Hwy 281