

ABBREVIATED CONSENT CALENDAR FORMAT

W.5.F.3.

Memorandum Date: January 14, 2011
Order Date: February 2, 2011

TO: Board of County Commissioners

DEPARTMENT: Public Works

PRESENTED BY: Shashi Bajracharya, Transportation Planning

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE OREGON DEPARTMENT OF TRANSPORTATION, THE CITY OF COBURG, AND THE COUNTY REGARDING ACCESS MANAGEMENT AND CONSTRUCTION ON PEARL STREET AND COBURG INDUSTRIAL WAY

I. MOTION

Move Approval.

II. DISCUSSION

A. Background / Analysis

Coburg Interstate-5 (I-5) Interchange Area Management Plan (IAMP)

On October 20, 2009, the Lane County Board of Commissioners (Board) unanimously passed Ordinance No. PA 1258 co-adopting the IAMP with the City of Coburg. The IAMP includes a Recommended Alternative to address congestion, safety, and operational problems in the IAMP area. It involves operational and physical improvements, including access management, and local policy and development code changes.

The IAMP influence area encompasses an area that includes County Roads, namely segments of Van Duyn Road, Pearl Street, and Coburg Industrial Way. The IAMP recommends several improvements and access management actions that have been discussed extensively by the Board.

After several work sessions on this project, the Board at its October 6, 2010 meeting directed staff to terminate the fully executed match Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for a \$1.03 million County local match for a federal earmark. The Board also directed staff to rewrite the Construction and Access Management IGAs to eliminate any mention of Phase II or improvements east of I-5. The match termination agreement is fully executed (Attachment 5).

Attachment 6 is a chronology of Lane County Board of Commissioners activities on this

project leading up to your October 6 direction.

This action item requests the Board to approve execution of State Intergovernmental Agreement 25,380 regarding access management and No 26,650 related to project construction that are drafted following the Board's direction. The changes made to the IGAs you were originally shown on July 29, 2010, are in legislative format in Attachment 2 and Attachment 3.

B. Recommendation

Move approval to allow execution of the IGAs (Exhibit A and Exhibit B to the Order).

III. ATTACHMENTS

1. Board Order, Exhibit A, and Exhibit B
2. Legislative Changes- IGA 25,380, Access Management IGA
3. Legislative Changes- IGA 26,650, Construction IGA
4. I-5 at Coburg Interchange Project in the Metropolitan Transportation Improvement Plan Federal Fiscal Year 2010-Federal Fiscal Year 2013
5. Match IGA 23,602 Termination Documentation
6. Chronology of Lane County Board of Commissioners Activity on the I-5 at Coburg Interchange project

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

ORDER NO.

) IN THE MATTER OF AUTHORIZING THE
) COUNTY ADMINISTRATOR TO SIGN TWO
) INTERGOVERNMENTAL AGREEMENTS
) BETWEEN THE OREGON DEPARTMENT OF
) TRANSPORTATION, THE CITY OF COBURG,
) AND THE COUNTY REGARDING ACCESS
) MANAGEMENT AND CONSTRUCTION ON
) PEARL STREET AND COBURG INDUSTRIAL
) WAY

WHEREAS, Oregon Revised Statutes (ORS) 190.110, 366.572, 366.576 and the Lane County Home Charter Rule provide that Oregon Department of Transportation (ODOT) may enter into cooperative agreements with counties, cities, and units of local governments for performance of work, maintenance and management of highways with the allocation of costs on terms and conditions mutually agreeable to the contracting parties; and

WHEREAS, ODOT desires to protect the function of the Coburg Interstate-5 (I-5) Interchange area and ODOT, the City of Coburg, and the County have determined that it is in their mutual administrative interest, and in the interest of the traveling public, to establish a coordinated permitting authority in the vicinity of the interchange; and

WHEREAS, County Roads Pearl Street and Coburg Industrial Way are an integral part of the Coburg I-5 Interchange Area Management Plan (IAMP), and ODOT intends to control access along the County Roads as specified in the IAMP through an Intergovernmental Agreement; and

WHEREAS, the Board of County Commissioners co-adopted the IAMP by Ordinance No. PA 1258; and

WHEREAS, the I-5 at Coburg Interchange project is adopted in the Central Lane Metropolitan Transportation Improvement Plan Federal Fiscal Year 2010- Federal Fiscal Year 2013 with a modified project description and a modified total project cost of \$12.6 million as an urban road project to accommodate truck traffic, improve roadway safety, and operations on the west side of I-5 as part of an ODOT-implemented project; and

WHEREAS, ODOT, the City of Coburg, and the County have agreed to improve local streets and roads west of I-5 in the vicinity of the I-5 at Coburg Interchange to improve mobility and safety, consolidate access, and address driveway spacing standards; and

WHEREAS, the project involves construction activities inside the county road right of way of Pearl Street and Coburg Industrial Way, and ODOT is seeking construction "facility" permits from the County for construction inside the county road right of way; and

WHEREAS, the Intergovernmental Agreements limit the project scope to the west side of I-5; therefore, it is hereby

ORDERED, that the County Administrative Officer be delegated authority to execute two Intergovernmental Agreements on behalf of Lane County, attached hereto as Exhibit A and Exhibit B, between ODOT, the City of Coburg, and Lane County.

Effective date: _____ day of February 2011.

Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 1-21-11 Lane County



OFFICE OF LEGAL COUNSEL

January 14, 2011

Misc. Contracts and Agreements
No. 25,380

**INTERGOVERNMENTAL AGREEMENT
I-5 at Coburg Interchange
Lane County, City of Coburg**

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," LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County," and CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Interstate 5 (Pacific Highway) at Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street and Coburg Industrial Way (north of Pearl Street) are a part of the county road system under the jurisdiction and control of County. A future city street extension (south of Pearl Street), connecting to Coburg Industrial Way on the north side of Pearl Street, will be a part of the city street system under the jurisdiction and control of City.
2. Over the past fourteen years, the Parties have cooperated to develop a project at the Interstate-5 at Coburg Interchange. During that time the Parties have entered into agreements and have taken actions to support that project including:
 - a. The I-5 at Coburg Interchange improvement project was proposed replacing the substandard bridge structure over I-5 with a modern structure of appropriate width to provide adequate bicycle and pedestrian facilities; realigning interchange ramps; signalizing the southbound ramp terminal intersection; realigning a local road south of the interchange to improve intersection spacing standards on the crossroad; and improving access control on the north side of the interchange by acquiring access control and developing a system of frontage and or local roadways. The Parties entered into State Intergovernmental Agreement No. 23,602 which served as a funding agreement to identify funding obligations for the I-5 at Coburg Interchange improvement project in 2008. On November 15, 2010 State Intergovernmental Agreement No. 23,602 was terminated by Lane County as described in Recitals, sub paragraph b.
 - b. Lane County Board of Commissioners (Board) discussed the scope of the I-5 at Coburg Interchange improvement project at their July 27, August 3, and October 6, 2010 Board meetings and reconsidered their earlier approval of a \$1.03 million dollar County match identified in the Lane County Capital

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Improvement Program (CIP) for fiscal years 2011 through 2015. The Board directed County staff to remove references to the funds and future phases, including an overpass bridge replacement and associated right of way costs on the east side of I-5 from the CIP documents. The Board also directed staff to initiate a process to harmonize the project scope with all related regional planning and funding documents, including the Central Lane Metropolitan Transportation Improvement Plan (MTIP). On October 6, 2010 the Board took action to reaffirm the removal of \$1.03 million in County funds from the CIP and the Board passed a motion to terminate State Intergovernmental Agreement No. 23,602.

c. The Central Lane Metropolitan Policy Committee at its August 12, 2010 meeting adopted the MTIP for federal fiscal years 2010 to 2013, which included the original proposed I-5 at Coburg Interchange project. Responding to the Lane County Board of Commissioners' issues with the project, the MTIP removed references to interchange modernization. The revised project description in the MTIP limits improvements to the west side of I-5 only. Those revised project improvements will improve Pearl Street and Coburg Industrial Way to urban standards to accommodate truck traffic, and to improve roadway safety and operations and ensure that the Interchange will function acceptably through the forecasted 20-year planning horizon. Reference to all future phases, including an overpass bridge replacement and associated right of way acquisition costs on the east side of I-5 (Van Duyn Road) are eliminated.

d. State, County, and City are currently developing State's Cooperative Improvement Agreement No. 26,650. Draft Agreement No. 26,650 identifies the revised I-5 at Coburg Interchange project scope as described in sub paragraph c above and identifies the respective responsibilities of the Parties in developing that revised project.

4. This Agreement is reached by the Parties with the understanding that the Project scope has been revised and is significantly reduced from its original plans that were set forth in now terminated State Intergovernmental Agreement No. 23,602, the 2009 Coburg/Interstate 5 Interchange Area Management Plan (IAMP), and the respective local agency's transportation planning and funding documents.

5. State, County, and City have determined that it is in their mutual administrative interest, and in the interest of the traveling public, to coordinate the permitting of approach roads to the County and City Streets in the vicinity of the I-5 at Coburg Interchange for the purpose of ensuring that the public investment made in the Coburg Interchange is managed in a safe and consistent manner that optimizes its operational efficiency.

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

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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, County, and City agree this Agreement serves to establish the responsibilities to coordinate the permitting of approach roads to Pearl Street and Coburg Industrial Way (north of Pearl Street), and for the future city street extension (south of Pearl Street) on the west side of the I-5 at Coburg Interchange area.
2. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect unless and until terminated as provided below under General Provisions.

COUNTY OBLIGATIONS

1. County agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits in areas where State has purchased access rights from abutting properties on Coburg Industrial Way (north of Pearl Street) and Pearl Street:
 - a. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.
 - b. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street at mile point 0.635 to a point 1,000 feet west of Coburg Industrial Way at mile point 0.403 along the north and south sides of Pearl Street as shown in Exhibit A.
2. County acknowledges and agrees that State shall approve or deny issuance of County approach road (facility) permits in accordance with Oregon Administrative Rules (OAR) 734-051 as further specified in the Coburg IAMP and that State shall manage Coburg Industrial Way (north of Pearl Street) and Pearl Street as State "District" highways for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.

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3. 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.
4. County's contact for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon, 97408-1696; telephone (541) 682-6990, or assigned designee upon individual's absence. State's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits for the future city street extension, south of Pearl Street, as described below:
 - a. **Future city street extension, south of Pearl Street:** From the intersection of Pearl Street for a distance of 220 feet south along the east and west sides of future extension south of Pearl Street as shown in Exhibit A.
2. City acknowledges and agrees that State shall approve or deny issuance of City approach road (facility) permits in accordance with OAR 734-051 as further specified in the Coburg IAMP and that State shall manage the future city street extension, south of Pearl Street as a State "District" highway for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
3. For road segments identified under County Obligations, in the event any of these segments are transferred to City jurisdiction, City agrees to treat these segments as specified in County Obligations, paragraph 2.
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 City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
5. City's contact for this Agreement is Don Schuessler, City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. State's and County's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

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STATE OBLIGATIONS

1. State shall, upon execution of this Agreement, agree to review any and all County and City approach road (facility) permit applications in areas where State has purchased access rights from abutting property owners along Pearl Street, Coburg Industrial Way, and the future city street extension (south of Pearl Street) as described below:
 - a. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street at mile point 0.635 to a point 1,000 feet west of Coburg Industrial Way at mile point 0.403 along the north and south sides of Pearl Street as shown in Exhibit A.
 - b. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.
 - c. **Future city street extension, south of Pearl Street:** From the intersection of Pearl Street for a distance of 220 feet south along the east and west sides of future extension south of Pearl Street as shown in Exhibit A.
2. In those areas identified in 1 (a-c) above, where State has purchased access rights from abutting properties, State shall review access (facility) permit applications in accordance with OAR 734-051 and the access management spacing standards for state "District" level highways as further specified in the Coburg IAMP. In areas where State has not yet acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
3. State agrees to conduct access (facility) permit reviews in a timely and responsive manner not to exceed one hundred and twenty (120) days from the time State receives County or City request. State shall provide written approvals or denials to County and City. Denials shall include specific reasons and applicable statutory, Administrative Rule, and Coburg IAMP citations and page number references.
4. State certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of State, under the direction and approval of its governing body, commission, board, officers, members or representatives, and to legally bind State.
5. State's contact for this Agreement is the District 5 Manager, 644 A Street, Springfield, Oregon 97477, telephone (541) 744-8080, or assigned designee upon individual's absence. County's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

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GENERAL PROVISIONS

1. Any Party to this Agreement may terminate this Agreement by mutual agreement effective upon written acknowledgement of such agreement by authorized representatives of all Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Any Party may terminate this Agreement effective upon delivery of written notice to other Parties, or at such later date as may be established under any of the following conditions:
 - a. If a Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If a Party 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 that the Party fails to correct such failures within ten (10) days or such longer period as specified.
 - c. 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 a Party is prohibited from paying for such work from the planned funding source.
4. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify each other Party against Liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party. County's and City's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies'.
5. Notwithstanding the foregoing defense obligations under the paragraph above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserves all rights to

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pursue any claims it may have against the other Parties if it elects to assume its own defense.

6. Parties acknowledge and agree that any Party to this Agreement, including the State, Oregon's Secretary of State Office, the federal government, the County, the City, and their respective, duly authorized representatives shall have access to the books, documents, papers, and records of other Parties 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 execution of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
7. 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.
8. 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 its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Agreement is executed pursuant to the policies adopted in the I-5 Coburg Interstate Area Management Plan, adopted by the Oregon Transportation Commission, the Lane County Board of Commissioners, and the City of Coburg City Council. Adoption of this document by these entities provides the necessary authorization for the State, County, and City signatories to execute this Agreement.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on December 16, 2010.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

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Lane County Board of Commissioners authorized the County Administrative Officer to enter into and execute this Agreement on behalf of County by Board Order _____.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, or in a line item in the biennial budget approved by the Director.

LANE COUNTY, by and through its
designated officials

By _____
County Administrator

Date _____

CITY OF COBURG, by and through its
designated officials

By _____
Mayor, City of Coburg

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

By _____
City Counsel

Date _____

By _____
Assistant Attorney General

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date _____

By _____
Region 2 Manager

Date _____

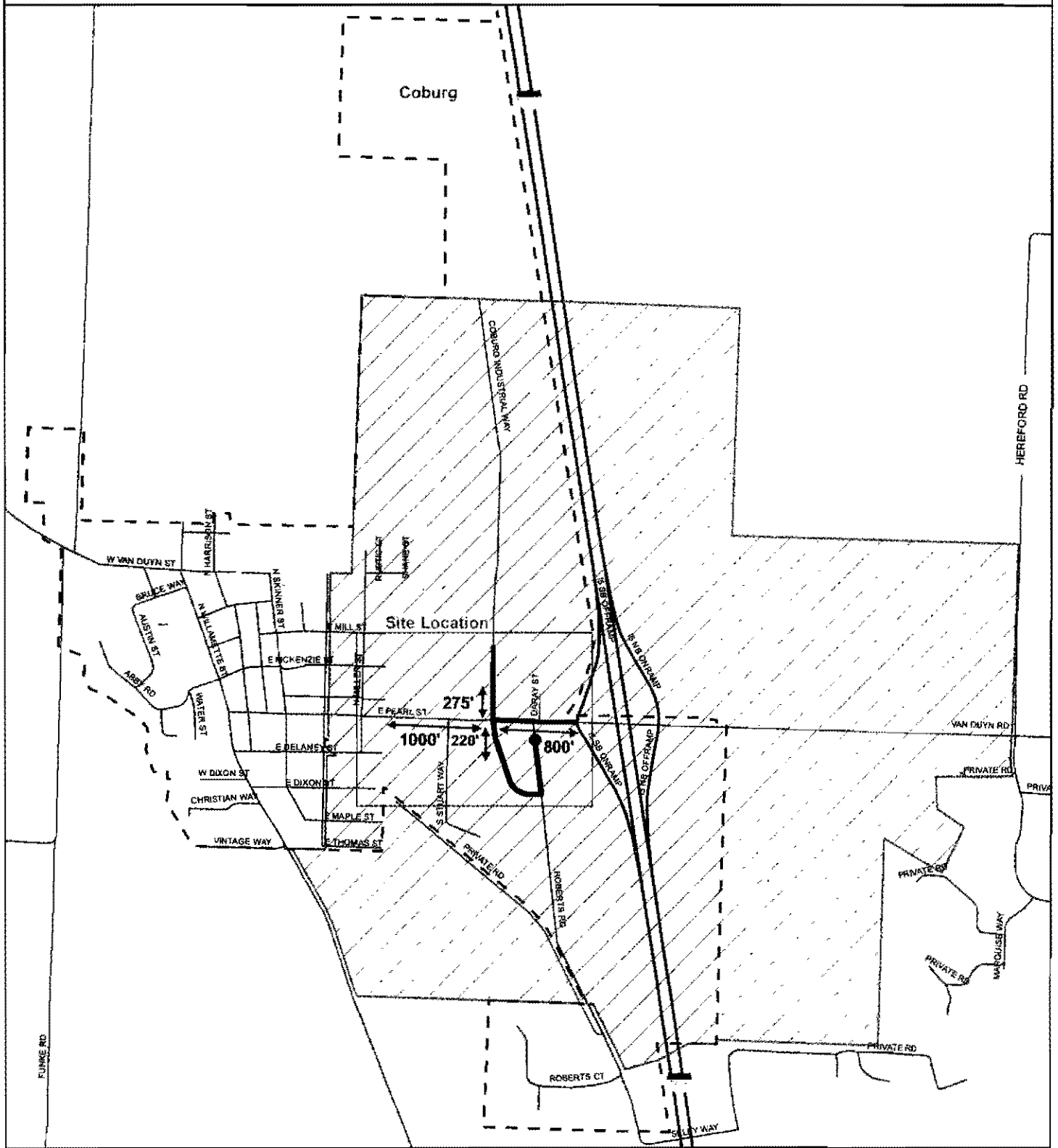
By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 5 Manager

Date _____

Exhibit A ODOT Access Management Limits on County and City Roads
State Intergovernmental Agreement No. 25380



- Coburg IAMP Boundary
- Site Location
- Urban Growth Boundary
- City Limits
- Construction Limit (County)
- Construction Limit (City)
- Highways
- Roads
- Access Management Limit

I-5 @ Coburg Interchange



**Oregon Department of Transportation
COOPERATIVE IMPROVEMENT AGREEMENT**
Interstate 5 at Coburg Interchange
Lane County / City of Coburg

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"; LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County"; and the CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Interstate 5 (Pacific Highway) at Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street and Coburg Industrial Way (north of Pearl Street), are a part of the county road system under the jurisdiction and control of County. A future city street (south of Pearl Street) and Roberts Road will be and are part of the city street system under the jurisdiction and control of City.
2. 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.
3. Over the past 14 years the Parties have cooperated to develop a project at the I-5 at Coburg Interchange. During that time the Parties have entered into agreements and have taken actions to support that project including:
 - a. The Parties entered into State Intergovernmental Agreement No. 23,602 in 2008, which served as a funding agreement to identify funding obligations for the project. The I-5 at Coburg Interchange improvement project was proposed to replace the substandard bridge structure over I-5 with a modern structure to appropriate width to provide adequate bicycle and pedestrian facilities; realigning interchange ramps; signalizing the southbound ramp terminal intersection; realigning a local road south of the interchange to improve intersection spacing standards on the crossroad; and improving access control on the north side of the interchange by acquiring access control and developing a system of frontage and local roadways. On November 15, 2010, Lane County terminated State Intergovernmental Agreement No. 23,602 as described in Recitals, Paragraph 3b below.

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- b. Lane County Board of Commissioners (Board) discussed the scope of the I-5 at Coburg Interchange improvement project at their July 27, August 3, and October 6, 2010 Board meetings and reconsidered their earlier approval of a \$1.03 million dollar County match identified in the Lane County Capital Improvement Program (CIP) for fiscal years 2011 through 2015. The Board directed County staff to remove references to the funds and future phases, including an overpass bridge replacement and associated right of way costs on the east side of I-5 from the CIP documents. The Board also directed staff to initiate a process to harmonize the project scope with all related regional planning and funding documents, including the Central Lane Metropolitan Transportation Improvement Plan (MTIP). On October 6, 2010 the Board took action to reaffirm the removal of \$1.03 million in County funds from the CIP and the Board passed a motion to terminate State Intergovernmental Agreement No. 23,602.
 - c. The Central Lane Metropolitan Policy Committee, at its August 12, 2010 meeting, adopted the MTIP for federal fiscal years 2010 to 2013, which included the original proposed I-5 at Coburg Interchange project. Responding to the Lane County Board of Commissioner's issues with the project, the MTIP removed references to interchange modernization. The revised project description in the MTIP limits improvements to the west side of I-5 only.
 - d. The Parties agree that the project scope is significantly reduced from its original plans as set forth in State Intergovernmental Agreement No. 23,602, the 2009 Coburg/Interstate 5 Interchange Area Management Plan (IAMP), and the respective local agency's transportation planning and funding documents. Reference to all future phases, including an overpass bridge replacement and associated right of way acquisition costs on the east side of I-5 (Van Duyn Road) are eliminated.
4. The project described herein will improve local road and street systems on the west side of I-5 at Coburg Interchange to keep them functioning acceptably through the forecast 20-year planning horizon. The project is being developed in accordance with the MTIP project descriptions, the IAMP, and State Intergovernmental Agreement No. 25,380, which addresses coordinated approach road permitting west of I-5 within the vicinity of the I-5 at Coburg Interchange.
 5. Access management for this project shall follow the guidance and policies of Oregon Administrative Rule (OAR) Chapter 734, Division 51, the "Oregon Transportation Plan", and the "Oregon Highway Plan".

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

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Agreement No. 26,650*

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to the design and construction of improvements on the west side of the I-5 at Coburg Interchange, hereinafter referred to as "Project". The following are the approved elements of the Project:
 - a. access management improvements that support the I-5 at Coburg Interchange function and operations on Pearl Street west of the interchange, including the purchase of right of way and access control;
 - b. realign access on the south side of Pearl Street at Roberts Road by closure of the existing Roberts Road to through traffic and making it into a cul-de-sac;
 - c. construct a new street south of Pearl Street to connect with the existing Coburg Industrial Way, including necessary right of way acquisitions;
 - d. improve Coburg Industrial Way with a dual turn lane at its intersection with Pearl Street and create necessary transitions, including necessary right of way acquisitions;
 - e. upgrade the traffic signal at Pearl Street and Coburg Industrial Way;
 - f. widen the I-5 southbound on-ramp (west side of I-5) to accommodate two lanes;
 - g. install storm water management and treatment facilities; and
 - h. install sidewalks, curbs, and planter strips.

Preliminary right of way acquisition plans are shown in the attached Exhibit A, which by this reference is made a part hereof. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit B, which by this reference is made a part hereof.

2. The Parties agree that the Project shall be designed to County standards, except as agreed to under State Obligations, Paragraph 2.
3. The Project will be financed at an estimated cost of \$16,768,000 in federal and State funds. The estimate for the total Project cost is subject to change. State shall provide the match for the federal funds and Project costs beyond the estimate. In the event the actual cost of the Project exceeds the estimate, State shall, at its sole discretion, determine whether to provide additional funds to the Project or to modify the Project as necessary to keep costs within the estimate.

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Agreement No. 26,650*

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

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.
2. For all work performed on State facilities, State shall cause the Project to be designed and constructed in accordance with State standards.
3. State or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Title to properties acquired shall be in the name of State. Upon Project completion, State shall transfer to the County and City any respective ownership interests it may have obtained as shown on the attached map marked Exhibit A. The method of conveyance will be determined by the Parties at the time of transfer and will be coordinated by the State's Region 2 Right of Way Manager.
4. State shall obtain a facility permit from the County indicating construction limits and timeline for the performance of duties identified in this Agreement that are within the County right of way. The facility permit shall be applicable specific to improvements west of I-5 only.
5. State shall retain access control line rights over any right of way transferred to City or County, where necessary.
6. State shall retain all rights to right of way purchased for the Project as a protective purchase.
7. State shall cause to be relocated, adjusted, or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation, adjustment, or reconstruction is made necessary by the plans of the Project in order to conform the utility facilities and associated appurtenant structures with the plans and the ultimate construction

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requirements for the portions of the Project which are on County, City, and State rights of way.

8. State shall, prior to its advertisement for construction bid proposals provide the County and City preliminary and final plans and specifications for review and approval.
9. State will prepare an Operations and Maintenance Manual (Manual) for stormwater management and treatment facilities (Stormwater Facilities) constructed as part of the Project and provide copies of the Manual to the County and City.
10. State shall provide to County and City a Portable Document Format (PDF) file and a paper copy of the "as constructed" plan set.
11. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance State costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
12. State's Project manager for this Project is Candice Stich, Project Leader, Area 5, 644 "A" Street, Springfield, Oregon 97477, telephone (541) 736-9164, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

COUNTY OBLIGATIONS

1. County agrees to State acquiring all right of way needed for construction of the Project. County shall, upon completion of Project, accept jurisdiction and control over and provide maintenance of Pearl Street and Coburg Industrial Way from its intersection with Pearl Street, with the exception of State Obligations, Paragraph 5.
2. County shall issue a facility permit granting State the right to enter onto County right of way for the performance of duties identified in this Agreement.
3. County delegates its jurisdictional authority to the State as it applies to directing the clearance or accommodation of utility facilities, relocation or readjustments of pole lines, buried cables, and pipe lines, upon County right of way within the limits of the Project during the course of Project's development of plans and construction duration.
4. County shall perform 100 percent of the maintenance, turn-on, and timing functions associated with the temporary and permanent upgraded traffic signal and signal illumination attached to the signal pole at the Pearl Street and Coburg Industrial Way intersection.
5. County shall be responsible for 100 percent of maintenance and power costs associated with the upgraded traffic signal and signal illumination attached to the

*Lane County / City of Coburg /ODOT
Agreement No. 26,650*

signal pole at the Pearl Street and Coburg Industrial Way intersection. County shall have the power company send invoices directly to County.

6. County acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
7. County shall be responsible to take appropriate official action required to update pertinent planning documents as relating to this Project, as needed.
8. 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.
9. County's Project manager for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon 97408-1696; telephone (541) 682-6990, 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.

CITY OBLIGATIONS

1. City agrees to State acquiring all right of way needed for construction of the Project. City shall, upon completion of Project, accept jurisdiction and control over and provide maintenance of the new city street extension south of Pearl Street which will connect with the existing Coburg Industrial Way, with the exception of State Obligations, Paragraph 5.
2. City agrees to retain the jurisdiction and control over the current section of Roberts Road which, when the Project is completed, will be closed to through traffic and made into a cul-de-sac.
3. City agrees to coordinate the naming of the future city street extension south of Pearl Street and the original section of Roberts Road and the re-addressing of the affected parcels.
4. City grants State the right to enter onto City right of way for the performance of duties as set forth in this Agreement.
5. City delegates its jurisdictional authority to the State as it applies to directing the clearance or accommodation of utility facilities, relocation or readjustments of pole lines, buried cables, and pipe lines, upon City right of way within the limits of the Project during the course of Project's development of plans and construction duration.

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6. City shall maintain, at its own cost and in accordance with the Manual for Stormwater Facilities, the presence and function of said facilities that are constructed as part of this Project and within County and City right of way.
7. City shall be responsible to take appropriate official action required to update pertinent planning documents as relating to this Project, as needed.
8. City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by this Agreement.
9. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
10. City's Project manager for this Agreement is the City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

JOINT OBLIGATIONS

1. The Parties will conduct a mutual review of the construction plans and agreement on said plans shall be reached prior to advertisement for construction bid proposals.
2. All employers, including the Parties, that employ subject workers who work under this Agreement in the state of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. The Parties shall ensure that each of its subcontractors complies with these requirements.
3. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
4. The Parties acknowledge and agree 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 the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project.

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Agreement No. 26,650*

Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

5. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify each other Party against liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party. County's and City's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies'.
6. Notwithstanding the foregoing defense obligations under paragraph 5 above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of the any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserve all rights to pursue any claims it may have against the other Parties if it elects to assume its own defense.
7. The 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, the 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.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of the Parties.
2. State may terminate this Agreement effective upon delivery of written notice to County or City, or at such later date as may be established by State, under any of the following conditions:
 - a. If County or City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

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- b. If County or City 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.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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.
5. 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 acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key No. 14649) that was approved by the Oregon Transportation Commission on December 16, 2010.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement

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the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

Signature page to follow

*Lane County / City of Coburg /ODOT
Agreement No. 26,650*

Lane County Board of Commissioners authorized the County Administrative Officer to enter into and execute this Agreement on behalf of County by Board Order _____.

LANE COUNTY, by and through its designated officials

By _____
County Administrator

Date _____

CITY OF COBURG, by and through its designated officials

By _____
City Administrator

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
County Legal Counsel

Date _____

By _____
City Legal Counsel

Date _____

By _____
Assistant Attorney General

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
State Right of Way Manager

Date _____

By _____
Region 2 Right of Way/Utilities Manager

Date _____

By _____
Region 2 Manager

Date _____

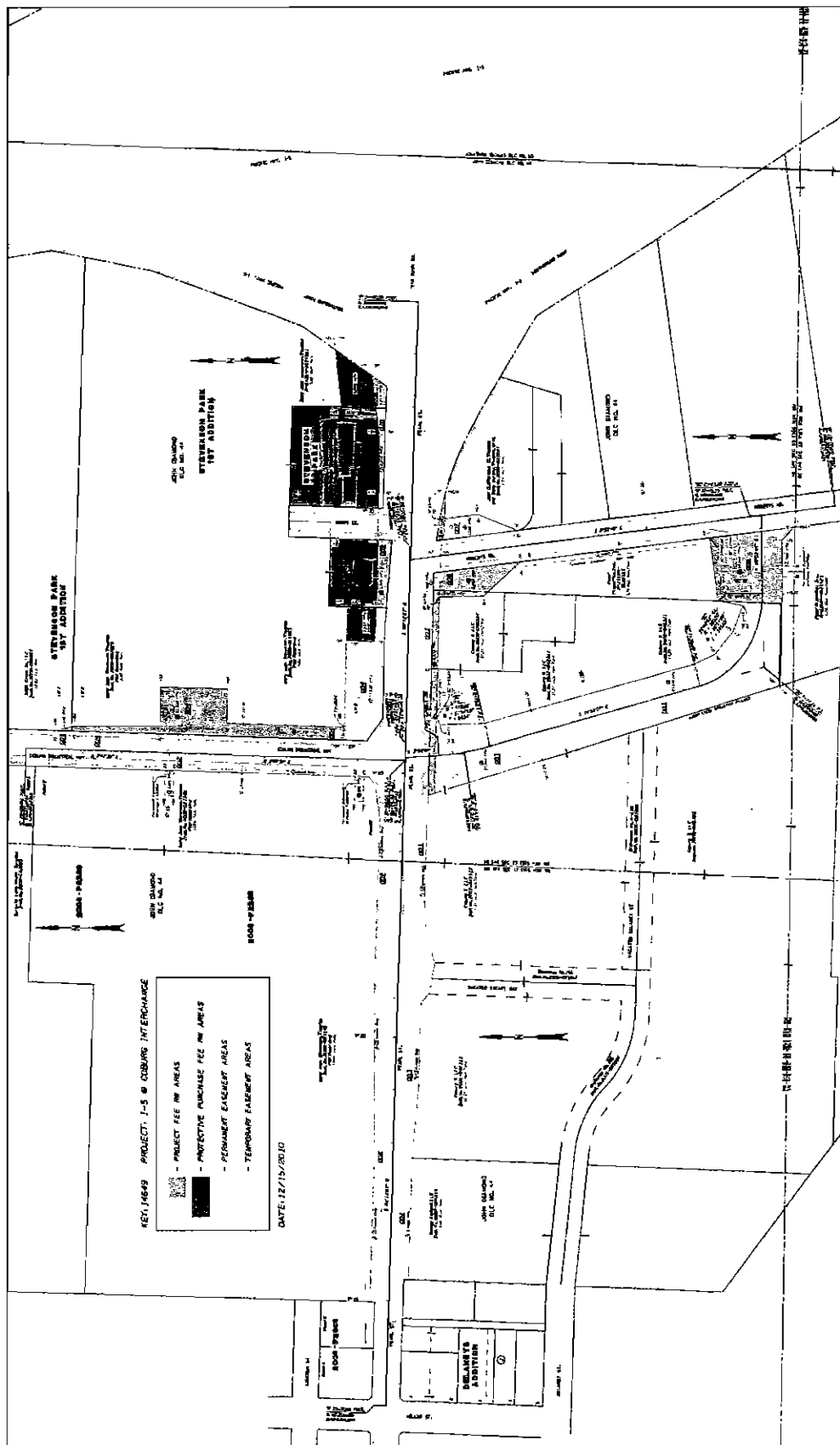
By _____
Region 2 Project Delivery Manager

Date _____

By _____
Region 2 Technical Center Manager

Date _____

Exhibit A - Preliminary Right of Way Acquisition Plans



January 14, 2011.

Misc. Contracts and Agreements
No. 25,380

Deleted: July 19, 2010

INTERGOVERNMENTAL AGREEMENT
I-5 at Coburg Interchange
Lane County, City of Coburg

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," LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County," and CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," all herein referred to individually or collectively as "Party" or "Parties."

Deleted: collectively hereinafter

RECITALS

1. Interstate 5 (Pacific Highway) at Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street and Coburg Industrial Way (north of Pearl Street) are a part of the county road system under the jurisdiction and control of County. A future city street extension (south of Pearl Street), connecting to Coburg Industrial Way on the north side of Pearl Street, will be a part of the city street system under the jurisdiction and control of City.

Deleted: I-5)

Deleted: of Coburg Industrial Way.

2. Over the past fourteen years, the Parties have cooperated to develop a project at the Interstate-5 at Coburg Interchange. During that time the Parties have entered into agreements and have taken actions to support that project including:

a. The I-5 at Coburg Interchange improvement project was proposed replacing the substandard bridge structure over I-5 with a modern structure of appropriate width to provide adequate bicycle and pedestrian facilities; realigning interchange ramps; signalizing the southbound ramp terminal intersection; realigning a local road south of the interchange to improve intersection spacing standards on the crossroad; and improving access control on the north side of the interchange by acquiring access control and developing a system of frontage and or local roadways. The Parties entered into State Intergovernmental Agreement No. 23.602 which served as a funding agreement to identify funding obligations for the I-5 at Coburg Interchange improvement project in 2008. On November 15, 2010 State Intergovernmental Agreement No. 23.602 was terminated by Lane County as described in Recitals, sub paragraph b.

b. Lane County Board of Commissioners (Board) discussed the scope of the I-5 at Coburg Interchange improvement project at their July 27, August 3, and October 6, 2010 Board meetings and reconsidered their earlier approval of a \$1.03 million dollar County match identified in the Lane County Capital

Deleted: The Lane County Board of Commissioners amended the County's Capital Improvement Program Fiscal Years 2011 through 2015 to add back the I-5 Coburg Interchange Payments to Other Agencies project with a scaled back project scope by Board Order _____. The new approved scope includes widening Pearl Street from mile point 0.403 to mile point 0.635 with an additional eastbound lane to connect to the southbound I-5 ramp, sidewalks, bike lanes, and stormwater facilities; improving the Coburg Industrial Way North approach at its intersection with Pearl Street with a dual turn lane; and closing the existing Roberts Road approach at Pearl Street and realign it with Coburg Industrial Way via an extension to the south of Pearl Street. The scope also includes right of way acquisitions and access right purchases on the west side of I-5 only.

Key No. 14649

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Improvement Program (CIP) Fiscal Years 2011 through 2015. The Board directed County staff to remove references to the funds and future phases, including an overpass bridge replacement and associated right of way costs on the east side of I-5 from the CIP documents. The Board also directed staff to initiate a process to harmonize the project scope with all related regional planning and funding documents, including the Central Lane Metropolitan Transportation Improvement Plan (MTIP). On October 6, 2010 the Board took action to reaffirm the removal of \$1.03 million in County funds from the CIP and the Board passed a motion to terminate State Intergovernmental Agreement No. 23,602.

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c. The Central Lane Metropolitan Policy Committee at its August 12, 2010 meeting adopted the MTIP for federal fiscal years 2010 to 2013, which included the original proposed I-5 at Coburg Interchange project. Responding to the Lane County Board of Commissioners' issues with the project, the MTIP removed references to interchange modernization. The revised project description in the MTIP limits improvements to the west side of I-5 only. Those revised project improvements will improve Pearl Street and Coburg Industrial Way to urban standards to accommodate truck traffic, and to improve roadway safety and operations and ensure that the Interchange will function acceptably through the forecasted 20-year planning horizon. Reference to all future phases, including an overpass bridge replacement and associated right of way acquisition costs on the east side of I-5 (Van Duyn Road) are eliminated.

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d. State, County, and City are currently developing State's Cooperative Improvement Agreement No. 26,650. Draft Agreement No. 26,650 identifies the revised I-5 at Coburg Interchange project scope as described in sub paragraph c above and identifies the respective responsibilities of the Parties in developing that revised project.

4. This Agreement is reached by the Parties with the understanding that the Project scope has been revised and is significantly reduced from its original plans that were set forth in now terminated State Intergovernmental Agreement No. 23,602, the 2009 Coburg/Interstate 5 Interchange Area Management Plan (IAMP), and the respective local agency's transportation planning and funding documents.

5. State, County, and City have determined that it is in their mutual administrative interest, and in the interest of the traveling public, to coordinate the permitting of approach roads to the County and City Streets in the vicinity of the I-5 at Coburg Interchange for the purpose of ensuring that the public investment made in the Coburg Interchange is managed in a safe and consistent manner that optimizes its operational efficiency.

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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.

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Lane County/City of Coburg/ODOT
Agreement No. 25,380

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, County, and City agree this Agreement serves to establish the responsibilities to coordinate the permitting of approach roads to Pearl Street and Coburg Industrial Way (north of Pearl Street), and for the future city street extension (south of Pearl Street) on the west side of the I-5 at Coburg Interchange area.
2. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect unless and until terminated as provided below under General Provisions.

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Deleted: within the vicinity

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COUNTY OBLIGATIONS

1. County agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits in areas where State has purchased access rights from abutting properties on Coburg Industrial Way (north of Pearl Street) and Pearl Street.

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a. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.

b. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street at mile point 0.635 to a point 1,000 feet west of Coburg Industrial Way at mile point 0.403 along the north and south sides of Pearl Street as shown in Exhibit A.

2. County acknowledges and agrees that State shall approve or deny issuance of County approach road (facility) permits in accordance with Oregon Administrative Rules (OAR) 734-051 as further specified in the Coburg IAMP, and that State shall manage Coburg Industrial Way (north of Pearl Street) and Pearl Street as State "District" highways for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.

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3. 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.
4. County's contact for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon, 97408-1696; telephone (541) 682-6990, or assigned designee upon individual's absence. State's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits for the future city street extension, south of Pearl Street, as described below:

Deleted: of Coburg Industrial Way

- a. Future city street extension, south of Pearl Street: From the intersection of Pearl Street for a distance of 220 feet south along the east and west sides of future extension south of Pearl Street as shown in Exhibit A.

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2. City acknowledges and agrees that State shall approve or deny issuance of City approach road (facility) permits in accordance with OAR 734-051 as further specified in the Coburg IAMP, and that State shall manage the future city street extension, south of Pearl Street as a State "District" highway for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.

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3. For road segments identified under County Obligations, in the event any of these segments are transferred to City jurisdiction, City agrees to treat these segments as specified in County Obligations, paragraph 2.
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 City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
5. City's contact for this Agreement is Don Schuessler, City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. State's and County's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

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STATE OBLIGATIONS

1. State shall, upon execution of this Agreement, agree to review any and all County and City approach road (facility) permit applications in areas where State has purchased access rights from abutting property owners along Pearl Street, Coburg Industrial Way, and the future city street extension (south of Pearl Street) as described below:

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- a. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street at mile point 0.635 to a point 1,000 feet west of Coburg Industrial Way at mile point 0.403 along the north and south sides of Pearl Street as shown in Exhibit A.

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- b. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.

- c. **Future city street extension, south of Pearl Street:** From the intersection of Pearl Street for a distance of 220 feet south along the east and west sides of the future extension, south of Pearl Street as shown in Exhibit A.

Deleted: construction of Coburg Industrial Way

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Deleted: construction of Coburg Industrial Way

2. In those areas identified in 1 (a-c) above, where State has purchased access rights from abutting properties, State shall review access (facility) permit applications in accordance with OAR 734-051 and the access management spacing standards for state "District" level highways as further specified in the Coburg IAMP. In areas where State has not yet acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.

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3. State agrees to conduct access (facility) permit reviews in a timely and responsive manner not to exceed one hundred and twenty (120) days from the time State receives County or City request. State shall provide written approvals or denials to County and City. Denials shall include specific reasons and applicable statutory, Administrative Rule, and Coburg IAMP citations and page number references.

4. State certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of State, under the direction and approval of its governing body, commission, board, officers, members or representatives, and to legally bind State.

5. State's contact for this Agreement is the District 5 Manager, 644 A Street, Springfield, Oregon 97477, telephone (541) 744-8080, or assigned designee upon individual's absence. County's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

Deleted: Mike Spaeth

Deleted: or designee;

Lane County/City of Coburg/ODOT
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GENERAL PROVISIONS

1. Any Party to this Agreement may terminate this Agreement by mutual agreement effective upon written acknowledgement of such agreement by authorized representatives of all Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Any Party may terminate this Agreement effective upon delivery of written notice to other Parties, or at such later date as may be established under any of the following conditions:
 - a. If a Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If a Party 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 that the Party fails to correct such failures within ten (10) days or such longer period as specified.
 - c. 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 a Party is prohibited from paying for such work from the planned funding source.
4. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify each other Party against Liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party. County's and City's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies'.
5. Notwithstanding the foregoing defense obligations under the paragraph above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserves all rights to

~~Deleted: <#>The Parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each Party, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Agreement.~~

Lane County/City of Coburg/ODOT
Agreement No. 25,380

pursue any claims it may have against the other Parties if it elects to assume its own defense.

6. Parties acknowledge and agree that any Party to this Agreement, including the State, Oregon's Secretary of State Office, the federal government, the County, the City, and their respective, duly authorized representatives shall have access to the books, documents, papers, and records of other Parties 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 execution of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
7. 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.
8. 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 its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

~~Deleted: IN WITNESS WHEREOF, the Parties~~
~~Deleted: each Party has~~
~~Deleted: understands~~
~~Deleted: agrees~~

This Agreement is executed pursuant to the policies adopted in the I-5 Coburg Interstate Area Management Plan, adopted by the Oregon Transportation Commission, the Lane County Board of Commissioners, and the City of Coburg City Council. Adoption of this document by these entities provides the necessary authorization for the State, County, and City signatories to execute this Agreement.

This Project is in the 2008-2011 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on November 14, 2007, (or subsequently approved by amendment to the STIP).

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~~Deleted: August 17, 2005~~

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Lane County/City of Coburg/ODOT
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Lane County Board of Commissioners authorized the County Administrative Officer to enter into and execute this Agreement on behalf of County by Board Order _____.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, or in a line item in the biennial budget approved by the Director.

LANE COUNTY, by and through its
designated officials

By _____
County Administrator

Date _____

CITY OF COBURG, by and through its
designated officials

By _____
Mayor, City of Coburg

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

By _____
City Counsel

Date _____

By _____
Assistant Attorney General

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 5 Manager

Date _____

~~Deleted:~~ The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

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Date _____ §

§
APPROVED AS TO LEGAL
SUFFICIENCY§

§
By _____

____ County Counsel§

~~Deleted:~~ Deputy Director, Highways§

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SUFFICIENCY§

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By _____ §

Assistant Attorney General §

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Date _____ §

Misc. Contracts and Agreements
No. 26,650

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**Oregon Department of Transportation
COOPERATIVE IMPROVEMENT AGREEMENT**
Interstate 5 at Coburg Interchange
Lane County / City of Coburg

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"; LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County"; and the CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Interstate 5 (Pacific Highway) at Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street and Coburg Industrial Way (north of Pearl Street) are a part of the county road system under the jurisdiction and control of County. A future city street (south of Pearl Street) and Roberts Road will be and are part of the city street system under the jurisdiction and control of City.

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2. 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.

3. Over the past 14 years the Parties have cooperated to develop a project at the I-5 at Coburg Interchange. During that time the Parties have entered into agreements and have taken actions to support that project including:

a. The Parties entered into State Intergovernmental Agreement No. 23.602 in 2008, which served as a funding agreement to identify funding obligations for the project. The I-5 at Coburg Interchange improvement project was proposed to replace the substandard bridge structure over I-5 with a modern structure to appropriate width to provide adequate bicycle and pedestrian facilities; realigning interchange ramps; signalizing the southbound ramp terminal intersection; realigning a local road south of the interchange to improve intersection spacing standards on the crossroad; and improving access control on the north side of the interchange by acquiring access control and developing a system of frontage and local roadways. On November 15, 2010, Lane County terminated State Intergovernmental Agreement No. 23.602 as described in Recitals, paragraph 3b below.

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- b. Lane County Board of Commissioners (Board) discussed the scope of the I-5 at Coburg Interchange improvement project at their July 27, August 3, and October 6, 2010 Board meetings and reconsidered their earlier approval of a \$1.03 million dollar County match identified in the Lane County Capital Improvement Program (CIP) for fiscal years 2011 through 2015. The Board directed County staff to remove references to the funds and future phases, including an overpass bridge replacement and associated right of way costs on the east side of I-5 from the CIP documents. The Board also directed staff to initiate a process to harmonize the project scope with all related regional planning and funding documents, including the Central Lane Metropolitan Transportation Improvement Plan (MTIP). On October 6, 2010 the Board took action to reaffirm the removal of \$1.03 million in County funds from the CIP and the Board passed a motion to terminate State Intergovernmental Agreement No. 23,602.
- c. The Central Lane Metropolitan Policy Committee, at its August 12, 2010 meeting, adopted the MTIP for federal fiscal years 2010 to 2013, which included the original proposed I-5 at Coburg Interchange project. Responding to the Lane County Board of Commissioner's issues with the project, the MTIP removed references to interchange modernization. The revised project description in the MTIP limits improvements to the west side of I-5 only.
- d. The Parties agree that the project scope is significantly reduced from its original plans as set forth in Agreement No. 23,602, the 2009 Coburg/Interstate 5 Interchange Area Management Plan (IAMP), and the respective local agency's transportation planning and funding documents. Reference to all future phases, including an overpass bridge replacement and associated right of way acquisition costs on the east side of I-5 (Van Duyn Road) are eliminated.
4. The project described herein will improve local road and street systems on the west side of I-5 at Coburg Interchange to keep them functioning acceptably through the forecast 20-year planning horizon. The project is being developed in accordance with the MTIP project descriptions, the IAMP, and State Intergovernmental Agreement No. 25,380, which addresses coordinated approach road permitting west of I-5 within the vicinity of the I-5 at Coburg Interchange.
5. Access management for this project shall follow the guidance and policies of Oregon Administrative Rule (OAR) Chapter 734, Division 51, the "Oregon Transportation Plan", and the "Oregon Highway Plan".

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

Deleted: <#> The Lane County Board of Commissioners amended the County's Capital Improvement Program Fiscal Years 2011 through 2015 to add back the I-5 Coburg Interchange Payments to Other Agencies project with a scaled back project scope by Board Order

The new approved scope includes widening Pearl Street from mile point 0.403 to mile point 0.635 with an additional eastbound lane to connect to the southbound I-5 ramp, sidewalks, bike lanes, and stormwater facilities; improving the Coburg Industrial Way North approach at its Pearl Street intersection with a dual turn lane; and closing the existing Roberts Road approach at Pearl Street and realign it with Coburg Industrial Way via an extension to the south of Pearl Street. The scope also includes right of way acquisitions and access right purchases on the west side of I-5 only. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.¶

<#> For the purpose of providing acceptable traffic patterns on public highways, State, County, and City (subject to receiving full funding) agree to improve the I-5 Coburg Interchange (Interchange Project) and local streets and roads in the vicinity of the Interchange to improve mobility and safety, consolidate access, address spacing standards, and bring the I-5 Coburg interchange up to State design and operational standards.¶

<#> The project described herein will improve local road and street systems in the vicinity of the west side of I-5 Coburg interchange to keep them functioning acceptably through the forecast 20-year planning horizon. [1]

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TERMS OF AGREEMENT

1. Under such authority, the Parties agree to the design and construction of improvements on the west side of the I-5 at Coburg Interchange, hereinafter referred to as "Project". The following are the approved elements of the Project:

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a. access management improvements that support the I-5 at Coburg Interchange function and operations on Pearl Street west of the interchange, including the purchase of right of way and access control;

b. realign access on the south side of Pearl Street at Roberts Road by closure of the existing Roberts Road to through traffic and making it into a cul-de-sac;

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c. construct a new street south of Pearl Street to connect with the existing Coburg Industrial Way, including necessary right of way acquisitions;

d. improve Coburg Industrial Way with a dual turn lane at its intersection with Pearl Street and create necessary transitions, including necessary right of way acquisitions;

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e. upgrade the traffic signal at Pearl Street and Coburg Industrial Way;

f. widen the I-5 southbound on-ramp (west side of I-5) to accommodate two lanes;

g. install stormwater management and treatment facilities; and

h. install sidewalks, curbs, and planter strips.

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Deleted: No part of the Coburg Interchange east side of Interstate 5 constitutes part of this Project, including purchase of right of way.

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Deleted: As defined in Cooperative Improvement Agreement No. 23,602, County shall provide the match for the federal High Priority Project funds within the limits of the amended Capital Improvement Program Fiscal Year 2011-2015 by Board Order

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Preliminary right of way acquisition plans are shown in the attached Exhibit A, which by this reference is made a part hereof. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit B, which by this reference is made a part hereof.

2. The Parties agree that the Project shall be designed to County standards, except as agreed to under State Obligations, Paragraph 2.

3. The Project will be financed at an estimated cost of \$16,768,000 in federal and State funds. The estimate for the total Project cost is subject to change. State shall provide the match for the federal funds and Project costs beyond the estimate. In the event the actual cost of the Project exceeds the estimate, State shall, at its sole discretion, determine whether to provide additional funds to the Project or to modify the Project as necessary to keep costs within the estimate.

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4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project ~~pr~~ ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

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.

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2. For all work performed on State facilities, State shall cause the Project to be designed and constructed in accordance with State standards.

3. State or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Title to properties acquired shall be in the name of State. Upon Project completion, State shall transfer to the County and City any respective ownership interests it may have obtained as shown on the attached map marked Exhibit A. ~~The method of conveyance will be determined by the Parties at the time of transfer and will be coordinated by the State's Region 2 Right of Way Manager.~~

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made a part hereof

4. State shall obtain a facility permit from the County indicating construction limits and timeline for the performance of the duties identified in this the Agreement that are within the County right of way. The facility permit shall be applicable specific to improvements west of ~~I-5~~ only.

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5. State shall retain access control line rights over any right of way transferred to City or County, where necessary.

6. State shall retain all rights to right of way purchased for the Project as a protective purchase.

7. State shall cause to be relocated, adjusted, or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation, adjustment, or reconstruction is made necessary by the plans of the Project in order to conform the utility facilities and associated appurtenant structures with the plans and the ultimate construction

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requirements for the portions of the Project which are on County, City, and State rights of way.

8. State shall, prior to its advertisement for construction bid proposals provide the County and City preliminary and final plans and specifications for review and approval.

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9. State will prepare an Operations and Maintenance Manual (Manual) for stormwater management and treatment facilities (Stormwater Facilities) constructed as part of the Project and provide copies of the Manual to the County and City.

Deleted: <#>Upon completion of the Project, State shall either send to County a bill for the amount which, when added to County's advance deposit, will equal 100 percent of the total costs for County's share of Project or State will refund to County any portion of said advance deposit which is in excess of the total County costs for Project.¶

10. State shall provide to County and City a Portable Document Format (PDF) file and a paper copy of the "as constructed" plan set.

11. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance State costs of this Agreement within State's current appropriation or limitation of the current biennial budget.

12. State's Project manager for this Project is Candice Stich, Project Leader, Area 5, 644 "A" Street, Springfield, Oregon 97477, telephone (541) 736-9164, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

Deleted: County's and City's Project managers

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COUNTY OBLIGATIONS

1. County agrees to State acquiring all right of way needed for construction of the Project. County shall, upon completion of Project, accept jurisdiction and control over and provide maintenance of Pearl Street and Coburg Industrial Way from its intersection with Pearl Street, with the exception of State Obligations, Paragraph 5.

Deleted: <#>County shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit for its federal share match to the High Priority Project funds being utilized for the construction phase of Project.¶

2. County shall issue a facility permit granting State the right to enter onto County right of way within the limits as shall be set forth stated in the facility permit, application for the performance of duties identified in this Agreement.

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3. County delegates its jurisdictional authority to the State as it applies to directing the clearance or accommodation of utility facilities, relocation or readjustments of pole lines, buried cables, and pipe lines, upon County right of way within the limits of the Project during the course of Project's development of plans and construction duration.

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4. County shall perform 100 percent of the maintenance, turn-on, and timing functions associated with the temporary and permanent upgraded traffic signal and signal illumination attached to the signal pole at the Pearl Street and Coburg Industrial Way intersection.
5. County shall be responsible for 100 percent of maintenance and power costs associated with the upgraded traffic signal and signal illumination attached to the signal pole at the Pearl Street and Coburg Industrial Way intersection. County shall have the power company send invoices directly to County.
6. County acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
7. County shall be responsible to take appropriate official action required to update pertinent planning documents as relating to this Project, as needed.
8. 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.
9. County's Project manager for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon 97408-1696; telephone (541) 682-6990, 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.

CITY OBLIGATIONS

1. City agrees to State acquiring all right of way needed for construction of the Project. City shall, upon completion of Project, accept jurisdiction and control over and provide maintenance of the new city street extension south of Pearl Street which will connect with the existing Coburg Industrial Way, with the exception of State Obligations, Paragraph 5.
2. City agrees to retain the jurisdiction and control over the current section of Roberts Road which, when the Project is completed, will be closed to through traffic and made into a cul-de-sac.
3. City agrees to coordinate the naming of the future city street extension south of Pearl Street and the original section of Roberts Road and the re-addressing of the affected parcels.

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Deleted: <#> Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of County's participation for the Project, County shall pay any amount which, when added to County's advance deposit, will equal 100 percent of actual total County costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to County.¶

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Deleted: <#> County certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance County costs of this Agreement within County's current appropriation or limitation of the current biennial budgetCapital Improvement Program.¶

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4. City grants State the right to enter onto City right of way for the performance of duties as set forth in this Agreement.
5. City delegates its jurisdictional authority to the State as it applies to directing the clearance or accommodation of utility facilities, relocation or readjustments of pole lines, buried cables, and pipe lines, upon City right of way within the limits of the Project during the course of Project's development of plans and construction duration.
6. City shall maintain, at its own cost and in accordance with the Manual for Stormwater Facilities, the presence and function of said facilities that are constructed as part of this Project and within County and City right of way.
7. City shall be responsible to take appropriate official action required to update pertinent planning documents as relating to this Project, as needed.
8. City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by this Agreement.
9. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
10. City's Project manager for this Agreement is the City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

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Project managers

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JOINT OBLIGATIONS

1. The Parties will conduct a mutual review of the construction plans and agreement on said plans shall be reached prior to advertisement for construction bid proposals.
2. All employers, including the Parties, that employ subject workers who work under this Agreement in the state of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. The Parties shall ensure that each of its subcontractors complies with these requirements.
3. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but

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not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

4. The Parties acknowledge and agree 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 the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
5. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify each other Party against liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party. County's and City's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies'.
6. Notwithstanding the foregoing defense obligations under paragraph 5 above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of the any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserve all rights to pursue any claims it may have against the other Parties if it elects to assume its own defense.
7. The 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, the 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.

GENERAL PROVISIONS

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1. This Agreement may be terminated by mutual written consent of the Parties.
2. State may terminate this Agreement effective upon delivery of written notice to County or City, or at such later date as may be established by State, under any of the following conditions:
 - a. If County or City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If County or City 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.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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.
5. 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.

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provide payment of its share of the
cost of the Project.¶

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THE PARTIES, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2008-2010 Statewide Transportation Improvement Program, (Key No. 14649) that was approved by the Oregon Transportation Commission on November 14, 2007.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Deleted: This Project is added back into the County's Capital Improvement Program Fiscal Years 2011 through 2015 with a scaled back project scope via Board Order _____. The new project scope eliminates references to a future overpass structure and improvements, including right of way acquisitions on the east side of Interstate-5.¶

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

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Lane County Board of Commissioners authorized the County Administrative Officer to enter into and execute this Agreement on behalf of County by Board Order _____.

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Lane County / City of Coburg / ODOT
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LANE COUNTY, by and through its
designated officials

STATE OF OREGON, by and through
its Department of Transportation

By _____
County Administrator

By _____
Highway Division Administrator

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Highways]]

Date _____

Date _____

CITY OF COBURG, by and through its
designated officials

APPROVAL RECOMMENDED

By _____
City Administrator

By _____
Technical Services Manager/Chief
Engineer

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Date _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
State Right of Way Manager

By _____
County Legal Counsel

Date _____

Date _____

By _____
Region 2 Right of Way/Utilities
Manager

By _____
City Legal Counsel

Date _____

Date _____

By _____
Region 2 Manager

By _____
Assistant Attorney General

Date _____

Date _____

By _____
Region 2 Project Delivery Manager

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By _____
Region 2 Technical Center Manager

Date _____

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The Lane County Board of Commissioners amended the County's Capital Improvement Program Fiscal Years 2011 through 2015 to add back the I-5 Coburg Interchange Payments to Other Agencies project with a scaled back project scope by Board Order _____. The new approved scope includes widening Pearl Street from mile point 0.403 to mile point 0.635 with an additional eastbound lane to connect to the southbound I-5 ramp, sidewalks, bike lanes, and stormwater facilities; improving the Coburg industrial Way North approach at its Pearl Street intersection with a dual turn lane; and closing the existing Roberts Road approach at Pearl Street and realign it with Coburg Industrial Way via an extension to the south of Pearl Street. The scope also includes right of way acquisitions and access right purchases on the west side of I-5 only. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

For the purpose of providing acceptable traffic patterns on public highways, State, County, and City (subject to receiving full funding) agree to improve the I-5 Coburg Interchange (Interchange Project) and local streets and roads in the vicinity of the interchange to improve mobility and safety, consolidate access, address spacing standards, and bring the I-5 Coburg interchange up to State design and operational standards.

The project described herein will improve local road and street systems in the vicinity of the west side of I-5 Coburg interchange to keep them functioning acceptably through the forecast 20-year planning horizon. The project is being developed in accordance with the 2010 Coburg Interchange Area Management Plan (IAMP); State Intergovernmental Agreement No. 23,602 which addresses the funding and various elements of the Interchange Project; provides for funding consisting of a local match for a \$9,000,000 federal earmark; and State Intergovernmental Agreement No. 25,380 that addresses coordinated approach road permitting west of I-5 within the vicinity of the I-5 Coburg interchange.

Central Lane MPO FY10-13 Project List
(Projects within Air Quality CATS area are shaded in gray; Project phases for years prior to FY10 show funding already committed for this project)

Project Name	Project Description	RTP Project Number	Air Quality Status	Key #	Federal Fiscal Year	Phase	Federal		Federal Req Match		Total Fed+ Req Match		Other		Total All Sources
							\$	Source	\$	Source	\$	Source	\$	Source	
0001															
I-5 BRIDGE VERTICAL CLEAR IMPROVE LANE CO	Improve vertical bridge clearance to 11 bridges along I-5 in Lane and Linn Counties	TSI Roadway Policy #1: Mobility and Safety for all Modes	EXEMPT / Other-Changes in vertical and horizontal alignment.												
				16380	2009	R/W	\$217,147.00	LY40	\$24,853.00	ODOT	\$242,000.00				\$242,000.00
				16380	2010	CONST	\$12,302,880.00	LY40	\$1,406,120.00	ODOT	\$13,711,000.00				\$13,711,000.00
					TOTAL FFY10-13		\$12,502,880.00		\$1,406,120.00		\$13,711,000.00				\$13,711,000.00
OR00 DELTA HWY OXING BR #09358	Deck overlay and repair on Bridge #09358.	TSI Roadway Policy #1: Mobility and Safety for all Modes	EXEMPT / Safety-Pavement resurfacing and/or rehabilitation; guardrails												
				16034	2011	PRELIM ENG	\$323,925.00	HPB	\$37,075.00	ODOT	\$361,000.00				\$361,000.00
				16034	2012	R/W	\$5,384.00	HPB	\$616.00	ODOT	\$6,000.00				\$6,000.00
				16034	2013	CONST	\$1,481,312.00	L1C0	\$170,888.00	ODOT	\$1,652,200.00				\$1,652,200.00
					TOTAL FFY10-13		\$1,820,621.00		\$208,579.00		\$2,029,200.00				\$2,029,200.00
I-5 BELTLINE UNIT 2 & GATEWAY UNIT 1 SPRINGFIELD	Realignment of the northbound freeway entrance and exit ramps, changes to the Gateway/Beltline intersection, and construction of a soundwall along the west side of I-5 from Harlow Rd. to Beltline. Springfield project Key 14653 was combined into this project	806	Regionally Significant - Analyze year 2018												
				14314	2007	PRELIM ENG	\$2,801,322.00		\$386,678.00		\$3,000,000.00				\$3,000,000.00
				14314	2007	R/W					\$7,365,000.00				\$7,365,000.00
				14314	2010	CONST	\$2,155,160.00	L230	\$248,888.00	ODOT	\$2,401,828.00				\$2,401,828.00
				14314	2010	CONST	\$4,183,472.00	L060	\$476,928.00	ODOT	\$4,640,000.00				\$4,640,000.00
				14314	2010	CONST					\$10,495,000.00	OTIA			\$10,495,000.00
				14314	2010	CONST					\$6,872,138.00	Springfield			\$6,872,138.00
					TOTAL FFY10-13		\$9,319,952.00		\$723,106.00		\$10,041,828.00				\$10,041,828.00
I-5 @ Coburg Interchange	Improve Pearl Street and N Coburg Industrial Way to urban road standards to accommodate truck traffic and improve roadway safety and operations on the west side of I-5 as part of an ODOT- implemented project.	1003, TSI Roadway Policy #1: Mobility and Safety for all Modes	Project outside AQMA												
				14649	2006	PRELIM ENG					\$3,000,000.00				\$3,000,000.00
				14649	2010	R/W	\$2,422,710.00	LY10	\$277,290.00	ODOT	\$2,700,000.00				\$2,700,000.00
				14649	2011	CONST	\$5,618,067.00	LY10	\$643,012.00	ODOT	\$6,261,079.00				\$6,261,079.00
				14649	2011	CONST	\$583,294.00	L050	\$66,758.00	ODOT	\$650,022.00				\$650,022.00
				14649	2011	UTIL RELOC	\$58,325.00	LY10	\$6,875.00	ODOT	\$65,000.00				\$65,000.00
					TOTAL FFY10-13		\$8,682,386.00		\$993,735.00		\$9,676,101.00				\$9,676,101.00
Region 2 Illumination Replacements	Illumination replacement work at I-5 @ Glenwood, Beltline @ River Rd, I-105 repair/replace 21 mast towers on I-105. Install Queue Warning system for Delta Hwy/Beltline interchange including VMS sign, sensors. (Note the funds shown also cover illumination work at I-5 @ N.Albany and US20) Combined with Key Number 14780 (I-105 & US20 Illumination Replacements) that was previously listed in the FFY08-11 MTIP Project List.	TSI Roadway Policy #1: Mobility and Safety for all Modes	EXEMPT / Safety-Lighting improvements.												
				13794	2006	PRELIM ENG	\$224,325.00	L250	\$161,675.00	S010	\$386,000.00				\$386,000.00
				13794	2010	CONST	\$1,610,205.00	STP	\$184,285.00	ODOT	\$1,794,500.00				\$1,794,500.00
				13794	2010	CONST					\$1,228,890.00	S010			\$1,228,890.00
				13794	2010	R/W	\$3,588.00	STP	\$411.00	ODOT	\$4,000.00				\$4,000.00
					TOTAL FFY10-13		\$1,813,794.00		\$184,706.00		\$2,001,000.00				\$2,001,000.00
Probe Data for Traveler Information Eugene	Collect real time data from private sector vehicle probes	TSI Roadway Policy #1: Mobility and Safety for all Modes	EXEMPT / Other-Planning and Technical Studies												
				16338	2010	OTHER					\$615,000.00	S010			\$615,000.00
					TOTAL FFY10-13						\$615,000.00				\$615,000.00

Misc. Contracts and Agreements
No. 23,602

**AMENDMENT NUMBER 01
TERMINATION
COOPERATIVE IMPROVEMENT AGREEMENT
HIGH PRIORITY PROJECT
I-5 Coburg Interchange
Lane County**

The STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties," entered into an Agreement on May 22, 2008. Said Agreement covers funding for the federal I-5 Coburg Interchange High Priority Project.

It has now been determined by State and Agency that the Agreement referenced above, shall be terminated in its entirety. The termination of this Agreement is a result of Agency's decision to withdraw their local match contribution toward the Project. **Agreement number 23,602 with Agency is hereby terminated in its entirety.**

This Amendment 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 Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2008-2011 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on November 14, 2007.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

LANE COUNTY, by and through its
Board of Commissioners

By Jeff Spartz
Jeff Spartz, County Administrator

Date 11-15-2010

**APPROVED AS TO LEGAL
SUFFICIENCY**

By [Signature]
Agency Counsel

Date 11-9-10

Agency Contact:

Bill Morgan
Lane County
3040 North Delta Highway
Eugene, Oregon 97408
(541) 682-6990
Bill.morgan@co.lane.or.us

State Contact:

Candice Stich
Area 5 Project Leader
644 A Street
Springfield, Oregon 97477
(541) 744-8080
Candice.a.stich@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

LANE COUNTY, by and through its
Board of Commissioners

By _____
Jeff Spartz, County Administrator

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Bill Morgan
Lane County
3040 North Delta Highway
Eugene, Oregon 97408
(541) 682-6990
Bill.morgan@co.lane.or.us

State Contact:

Candice Stich
Area 5 Project Leader
644 A Street
Springfield, Oregon 97477
(541) 744-8080
Candice.a.stich@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date 11/5/10

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date 11-5-10

By _____
Region 2 Manager

Date 11-6-10

By _____
Region 2 Project Delivery Manager

Date 11-1-10

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: 11/3/10

I-5 @ Coburg Project : Capital Improvement Program (CIP) and Intergovernmental Agreements (IGA): Chronology of Lane County Board of Commissioners (BCC) Activity

Date	Description
May 12 2010	CIP Public Hearing (following Roads Advisory Committee process unanimously recommending approval). BCC asked for more information on I-5 Coburg project.
May 17, 2010	Memo to BCC for June 9, 2010 Consent Calendar to approve execution of Access Management IGA.
May 18 2010	Supplementary Memo for May 19, responding to BCC requests from May 12 2010 for more information.
May 19, 2010	Continued CIP hearing with testimony from City of Coburg, Oregon Department Of Transportation (ODOT), and property owners. BCC expressed concerns: 1) County cannot afford match; 2) project is different than when earmark was sought/match was given; 3) Coburg didn't change their Interchange Area Management Plan (IAMP) to match the County's version and Department of Land Conservation and Development (DLCD) is unhappy about it; 4) want to ensure there is no inappropriate development in Coburg and want assurance DLCD letter concerns have been addressed on that subject. Actions: 1) Approved CIP without I-5 @ Coburg match; 2) Staff to come back with options including cancellation of the match IGA. Come back on June 16 for a public hearing on whether to put the match back in the CIP, and invite DLCD, ODOT, Coburg representatives, and also invite Congressman DeFazio.
May 28, 2010	Memo to BCC for June 16, 2010 responding to direction. Included Board Order to put match back into CIP and copy of match IGA.
June 3, 2010	Notified that May 17 item requesting execution of Access Management iGA was pulled from June 10, 2010 Consent Calendar.
June 10, 2010	Notified that June 16 items (whether to put match back into CIP; whether to execute Access Management IGA) were pulled indefinitely.
June 17, 2010	Agenda for June 23, 2010 includes 2 Coburg items from June 16, 2010 (whether to put match back into CIP; whether to execute Access Management IGA).
June 21, 2010	Pulled 2 items from June 23 2010 agenda. Rescheduled for July 7, 2010.
June 21, 2010	Region 2 Manager Jane Lee correspondence to Board: 1) committed to delivering Phase I; 2) ODOT will not be involved in County-City land use issues.
June 24, 2010	Coburg issues official land use interpretation indicating big box retail

I-5 @ Coburg Project : Capital Improvement Program (CIP) and Intergovernmental Agreements (IGA): Chronology of Lane County Board of Commissioners (BCC) Activity

Date	Description
	development cannot occur in the IAMP area without an amendment to the IAMP and County participation in the process.
June 24, 2010	DLCD Ed Moore issues letter endorsing the Code Interpretation and indicating that there is adequate protection to protect the function of the Interchange.
June 29, 2010	Following Coburg and DLCD actions, staff prepared Supplementary Memo 1 providing those materials to the Board, for CIP amendment item (Order 10-6-16-8). Staff also sought direction on CIP amendment processing IGAs and IAMP implementation materials.
July 7, 2010	BCC considered Access Management IGA from June 9 and item to put match back into CIP from June 16 (Orders 10-6-16-9/Access Management IGA and 10-6-16-8/CIP amendment). BCC Action: direct staff to eliminate \$32.4 million reference to Phase II from CIP and all references to Phase II; return on July 28; stop work on IAMP implementation; move consideration of Access Management IGA to July 28; no BCC actions on these county documents until after MTIP is amended to delete any reference to Phase II; report on landowners who will be paid for right-of-way acquisitions and access control. BCC also asked several questions of ODOT to be answered at a future meeting regarding how money is allocated to project phases.
July 13, 2010	Staff submitted Supplementary Memo 2 to the Board for CIP amendment item (Order 10-6-16-8), responding to direction from July 7, 2010.
July 14, 2010	Board Chair added item 8.c. to July 14 agenda during adjustments (shows under "18. Other Business" on the Internet), now Order 10-5-12-1 ". . . with respect to the I-5 Coburg Interchange". BCC directed CAO to return with a "road map and time lines" to delete any mention of Phase II in 7-8 documents (Regional Transportation Plan (RTP), Metropolitan Transportation Improvement Program (MTIP), Match IGA, Access Management IGA, CIP, IAMP, Construction IGA, and facility permits).
July 22, 2010	ODOT initiates MTIP amendments to allow west side right of way acquisitions to move forward, commit ODOT (rather than County) to the local match, and delete allocation for Phase II improvements.
July 23, 2010	Staff submitted Supplementary Memo 3 to the Board for July 27, 2010 meeting, CIP amendment item (Order 10-6-16-8), responding to direction provided on July 7 and July 14, 2010. Provided road map and timelines.
July 24, 2010	ODOT submitted a letter to the Board responding to direction on July 14, indicating ODOT would be agreeable to modifying the CIP, Match IGA, Construction IGA, Access Management IGA, Facility Permits, and MTIP. Also, ODOT would be agreeable to amending the RTP financially constrained project list if it could be done administratively. ODOT would not support

I-5 @ Coburg Project : Capital Improvement Program (CIP) and Intergovernmental Agreements (IGA): Chronology of Lane County Board of Commissioners (BCC) Activity

Date	Description
	amending the IAMP or RTP Illustrative List without data showing there was no longer a need for Phase II improvements.
July 26, 2010	Staff submitted Supplementary Memo 4 to Board for July 27 meeting providing a copy of the July 24 ODOT letter.
July 27, 2010	Staff reported back to BCC. Commissioner Handy indicated he would no longer push for changes to the IAMP.
June 29, 2010	Staff submitted Supplementary Memos 5 (fine tune time lines for revising documents), 6 (delete references to Phase II in IGAs), and 7 (delete references to Phase II in CIP) following Board direction on July 14.
August 3, 2010	BCC considered changes to the 3 IGAs found in Supplementary Memo 6. Commissioner Handy indicated the changes didn't go far enough in making it clear that there was no Phase II. The Board acted to provide direction on 5 items to MPC members for the August 12 MPC meeting, and to staff: 1) change project description in MTIP and change cost in MTIP to \$15.6 million; 2) change project description in RTP; 3) MPC approve a draft letter for FHWA; 4) Have IGAs consistent with CIP and brought back after MPC makes a decision on MTIP; 5) Further process for the IAMP - have a work session in the fall with any other party or agency to get all issues on the table.
August 12, 2010	At MPC, Commissioner Handy expressed support for the I-5 Coburg project. Commissioner Sorenson expressed his belief that the project is an important contribution to the community's vitality.
October 6, 2010	BCC moved a motion directing the County Administrative Officer to cancel the match IGA (IGA 23,602) and amend the construction IGA and access management IGA to be consistent with the project description as defined in the MTIP. The Board further directed staff to bring back draft IGA for construction and access management as a consent calendar item upon execution of cancellation of the match IGA.