

Contract Review Sheet

Intergovernmental Agreement

PW-6266-25

Title: ARPA - Mill City IGA

Contractor's Name: City of Mill City

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: September 30, 2026

Original Contract Amount: \$ 2,500,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 2,500,000.00

Amd% 0%

Incoming Funds

☒ Federal Funds

☐ Reinstatement

☐ Retroactive

☐ Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Department

Description of Services or Grant Award

IGA between Marion County and Mill City for Sewer Improvements.

Desired BOC Session Date: 4/23/2025

Contract should be in DocuSign by: 4/2/2025

Agenda Planning Date: 4/10/2025

Printed packets due in Finance: 4/8/2025

Management Update: 4/8/2025

BOC upload / Board Session email: 4/9/2025

BOC Session Presenter(s) Chris Einmo

Code: Y

REQUIRED APPROVALS

<div>DocuSigned by:</div> <div></div> <div>3/31/2025</div> <div>Finance - Contracts</div> <div>Date</div>	<div>Signed by:</div> <div></div> <div>4/3/2025</div> <div>Contract Specialist</div> <div>Date</div>
<div>Signed by:</div> <div></div> <div>4/2/2025</div> <div>Legal Counsel</div> <div>Date</div>	<div>DocuSigned by:</div> <div></div> <div>4/3/2025</div> <div>Chief Administrative Officer</div> <div>Date</div>



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 4/23/2025

Department: Public Works

Title: Intergovernmental Agreement with Mill City for the North Santiam Sewer Project

Management Update/Work Session Date: 4/1/2025 Audio/Visual aids ☐

Time Required: 10 minutes Contact: Chris Einmo Phone: 503-566-4119

Requested Action: Approve Intergovernmental Agreement PW-6266-24 with the City of Mill City to receive \$2,500,000 in federal American Rescue Plan Act (ARPA) funds to be utilized in the North Santiam Canyon Sewer Project.

Issue, Description & Background: Under Agreement SR2240, OBDD awarded \$50M in ARPA funds to Marion County for the purpose of constructing wastewater system improvements in the North Santiam Canyon. Under Agreement SR2401, OBDD awarded \$2.5M in ARPA funds to City of Mill City for the purpose of design and construct improvements in support of the Mill City/Gates Water Pollution Control Facility. This agreement will allow Marion County to utilize Mill City's federal ARPA award in the County's delivery of the North Santiam Canyon Sewer Project on behalf of Mill City. Mill City will continue to administer SR2401 and reimburse Marion County for eligible construction expenses on the project for an amount up to \$2,500,000 for costs incurred basis for execution of the project.

Financial Impacts: The intergovernmental agreement increases North Santiam Canyon Sewer Project funding by \$2,500,000. No impact on other departments.

Impacts to Department & External Agencies: This amendment does not result in impacts to other departments.

List of attachments: Intergovernmental Agreement PW-6266-25

Presenter: Chris Einmo, Senior Project Manager, Marion County Public Works

Department Head Signature: DocuSigned by: Brian Melchior 9793BA7ACD6D443...

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF MILL CITY

1. PARTIES TO AGREEMENT

This Agreement between City of Mill City, hereafter called City, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. RECITALS

City received \$2,500,000 from Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program by the American Rescue Plan Act (ARPA) under Oregon Legislature through HB 5202-A (Section 417) for sewer improvement as described under the State of Oregon Coronavirus State Fiscal Recovery Fund Grant Agreement SR2401.

County is executing the Mill City/Gates Wastewater Sewer System Buildout as described under the State of Oregon Coronavirus State Fiscal Recovery Fund Grant Agreement SR2240 North Santiam Septic to Sewer, Project A, hereafter called “Project”. The Project aims to enhance wastewater treatment and sanitation infrastructure in the North Santiam Canyon communities of Mill City and Gates with state’s allocation of \$40,000,000 in federal funds under the American Rescue Plan Act (ARPA) under the direction of Oregon Business Development Department (OBDD). The Project will deliver a water pollution control facility (WPCF”) in Mill City and perform rehabilitation.

County engaged the service of Keller Associates, Inc., to prepare the North Santiam Sewer Authority Wastewater Master Plan, dated September 2021, as part of the Project. This study indicates necessary improvements in the City’s domestic sewage collection system to maximize utilization of the proposed WPCF, including public infrastructure improvements to the proposed Mill City-Gates WPCF, decommissioning of the existing Mill City WPCF on SE Remine Road and upgrades to the City’s sewer collection system.

3. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the City will utilize its SLFRF allocation under ARPA to reimburse the County for a portion of the cost of construction of eligible infrastructure improvements, as described in Exhibit A “Project Description and Budget and Reporting Requirements” of the Grant Agreement SR2401 improvements for the grant amount of \$2,500,000.

Grant Agreement SR2240 between County and State identifies a scope of work under Project A. County intends to fully utilize the City’s award for Construction services under the scope of Project A in combination with its ARPA SLFRF award. The County may seek additional outside funds to further address the budget needs to fully deliver the Project.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective immediately upon execution through December 31, 2026, unless sooner terminated or extended as provided herein. Disbursement requests shall be completed no later than September 1, 2026.
- 4.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 4.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 4.4 County may terminate this agreement effective upon delivery of written notice to City or at such later date as may be established under any of the following conditions:
- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - c. If any license, certificate, or insurance required by law or regulation to be held by City to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 - d. If City fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - e. If City fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.
- 4.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

5. FUNDING AND BILLING

City agrees to reimburse County for eligible construction expenses on the Project for an amount up to \$2,500,000 in SLFRF on cost incurred basis for execution of the Project. County will submit progress billings to City for work completed under this Agreement. City will review and

approve progress billings, submit disbursement requests to Business Oregon under terms of Grant Agreement SR2401 and upon receipt of funds from Business Oregon reimburse County for approved expenses.

The full amount of the City's reimbursement to County will be provided no later than December 31, 2026.

6. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

Under said provisions, County and City agree that City will reimburse up to \$2,500,000 to County for execution of Construction services of the Project.

City and County agree County will be responsible for oversight of the preliminary engineering, construction and construction engineering of the project, as further defined under Subsections 6.1 and 6.2 below.

6.1 UNDER THE TERMS OF THIS AGREEMENT, CITY SHALL:

- a. Guarantee the availability of City funding in an amount required to fully fund the reimbursement identified in Section 3.
- b. During the construction phase, the City may observe the work occurring, at no cost to the County, and provide comments to the County's Inspector and/or Project Manager. In no case shall the City communicate directly with the County's Engineer, prime contractor or any of its subcontractors without including County staff as indicated above.
- c. Grant County and County's construction contractor(s) authority to construct the Project located within City jurisdiction, as identified in Section 3, without any further agreements
- d. Prior to the start of construction, County shall obtain a permit from City authorizing County to work in City right-of-way (ROW) and on City-owned properties. City agrees to waive Type A and Type B construction permit fees and project inspection fees for work within the ROW or on city-owned properties.
- e. City agrees to waive Water Systems Development Charges (SDC) fees since Project will include the construction of a 12" water main on SE Fairview St, which is a qualified public improvement under City's SDC ordinance.
- f. Assume ownership, operation, maintenance, obligations of the improvements constructed by the Project within its jurisdictional boundaries upon completion of the Project.
- g. City agrees to allow County and its contractors use of City Hall for Project meetings, subject to availability of the meeting rooms.
- h. City agrees to allow County and its contractors to use a portion of the City-owned property at the existing WPCF on SE Remine Rd. for staging and equipment storage, subject to any legal or insurance requirements established by City.

- i. City will initiate a land use application to amend the Mill City Comprehensive Plan to expand the Mill City Urban Growth Boundary (UGB) and annex the Project site into the City of Mill City.

6.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Agree to allocate City's contribution to execution of the Project.
- b. Provide preliminary surveying and engineering, permitting, right of way acquisition, and construction engineering for the Project.
- c. Provide construction management and procure construction services for the Project.
- d. Submit to City in writing any requests to change scope of project or project costs for work within the Project. City's approval of any such requests shall not be unreasonably withheld.
- e. County agrees to provide written comments supporting the City's land use application to expand the Mill City UGB and annex the WPCF site to the city and to sign any required application forms or petitions for annexation of the Project site.
- f. County, or its contractors or agents, will pay City imposed charges and fees related to the Project including:
 - a. Land use application and processing fees,
 - b. Utility charges for service to the Mill City – Gates WPCF site, and/or
 - c. Building permit fees and development charges.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

8. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

9. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

10. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

11. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

12. NOTICES

Any notice required to be given the City or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For City:

City of Mill City
Attn: Stacie E. Cook, MMC, City Recorder
444 S. 1st Avenue
Mill City, OR 97360

For County:

Marion County
Attn: Brian Nicholas, PW Director
5155 Silverton Rd. NE
Building 1
Salem, OR 97305

13. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.


In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  3/31/2025
9793BA7ACD6B443...
Department Director or designee Date

Authorized Signature:  4/3/2025
DC16351248DE4EC...
Chief Administrative Officer Date

Reviewed by Signature:  4/2/2025
00C98A6F706240B...
Marion County Legal Counsel Date

Reviewed by Signature:  3/31/2025
E4502AF8CAA642C...
Marion County Contracts & Procurement Date

CITY OF MILL CITY SIGNATURE(S)

Authorized Signature: _____
Timothy L. Kirsch Date

Title: _____
Mayor



City of Mill City
444 S 1st Avenue
P.O. Box 256
Mill City, OR 97360
503-897-2302

RIGHT OF WAY EXCAVATION/WORK PERMIT – Type A

\$75.00

For Type B Permit/fee contact City Hall.

Permit No. _____

Applicant (City Approved Contractor) _____

Purpose of Excavation: ☐ Sewer ☐ Water ☐ Sidewalk ☐ Driveway ☐ Other _____

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at 502.232.1987. For Utility Locates call 1.800.332.2344.

One-call center identification number for this project: _____

Description of work: _____

Project Address: _____ Start Date: _____ Completion Dt: _____

[Asphalt to be patched to grade the same day per Public Works Supervisor's instructions.]

I agree to comply with all provision of City of Mill City Standards and Specifications for excavating and restoring any street, holding the City of Mill City harmless from any liability of any kind resulting from or in connection with my/our activities in excavating and restoring any public right-of-way.

X Signed: _____ Date: _____

APPLICANT SIGNATURE

Section Below for City of Mill City Staff use only.

☐ Insurance certificate on file, \$1,000,000 blanket coverage endorsed for completed operations through the last permanent restoration of City Streets.

☐ Plans attached ☐ Fees Paid

Copies to:

☐ Permittee

☐ Public Works

☐ File

X Approval: _____ Date: _____

CITY RECORDER OR DESIGNEE

CITY OF MILL CITY PUBLIC IMPROVEMENTS
CONSTRUCTION PERMIT TYPE 'B'
Permit #: MC ROW 202 -

Location: _____ Issue Date: _____

Tax Map: 09S R3E Tax Lot: _____

Applicant's Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Owner: _____

Contractor: _____

Engineer: _____

- ☐ Plans approved by City Engineer.
- ☐ Developer/City Agreement for Improvements signed
- ☐ Performance Security: Surety Bond Irrevocable Letter of Credit Plat Recording Agreement

Institution & #: _____

- ☐ Certificate of Insurance naming City of Mill City and City Engineer as additional insured:

Insurance Carrier: _____ Policy #: _____

- ☐ Evidence of Workman's Compensation Coverage:

Insurance Carrier: _____ Policy #: _____

- ☐ Deposit paid: (1.5% of engineer's estimate for all construction work, including trenching or \$750, whichever is greater) See attached for additional deposit requirements.

Amount: \$ _____ Receipt #: _____

Construction of Public Improvements is hereby authorized subject to the following provisions:

1. The Public Improvements shall be constructed as detailed on the plans titled _____ sealed by _____ and approved by City Engineer on _____, 20__.

2. The Public Improvements shall be constructed according to the conditions outlined in the letter from City Engineer/City Planner dated _____, 20__ (attached hereto).
 3. The Public Improvements shall be constructed in conformance with all applicable standards, including but not limited to, the City of Mill City Public Works Design Standards and the City of Mill City Development Code.
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Signed:

Date:

Planning Advisor

Signed:

Date:

Public Work Supervisor

Signed:

Date:

City Engineer