Contract Review Sheet

Intergovernmental Agreement **PW-7381-26**

Title: **Chestnut Street: South Fork Ash Creek Bridge ODOT IGA**

Contractor's Name: **Oregon Department of Transportation**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **December 31, 2032**

Original Contract Amount: **$ 557,227.24** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 557,227.24** 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

This IGA is between ODOT (Oregon Department of Transportation), the County and the City of Independence, to cover engineering work being funded through the Federal Highway Administration (FHWA). This agreement will subsequently be amended to include the right of way and construction phases once those phases are fully funded. Supplemental Project Authorization No. 73000-00029498:4 Certified Agency Performing on Behalf of a Non-Certified Agency (COBO)

Desired BOC Session Date: **12/2/2026** Contract should be in DocuSign by: **11/11/2026**

Agenda Planning Date **11/19/2026** Printed packets due in Finance: **11/17/2026**

Management Update **11/17/2026** BOC upload / Board Session email: **11/18/2026**

BOC Session Presenter(s) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

	11/13/2026	Traci Clarke	11/13/2026
Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 2, 2026

Department: Public Works

Title: Chestnut Street: South Fork Ash Creek Bridge ODOT IGA

Management Update/Work Session Date: 11/3/2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:

Approve Supplemental Project Authorization No. 73000-00029498:4 (Contract PW-7381-26) Intergovernmental Agreement (IGA) between the Oregon Department of Transportation (ODOT), Marion County and the City of Independence in the amount of $577,227.24 to perform preliminary engineering for the Chestnut Street: South Fork Ash Creek Bridge project.

Issue, Description & Background:

The City of Independence has received federal Rural and Tribal Assistance grant to extend Chestnut Street over the South Fork of Ash Creek. On September 10, 2026, the City entered into an IGA with Marion County, authorizing Marion County to provide preliminary engineering services for the project.

This IGA is between ODOT, Marion County and the City and covers engineering work being funded through the Federal Highway Administration. This agreement will subsequently be amended to include right-of-way and construction phases once those phases are fully funded.

Financial Impacts:

The total cost of this agreement is $557,227.24, consisting of $500,000 (89.73%) in Federal funds, $57,227.24 (10.27%) in City of Independence matching funds and $0 Marion County funds.

Impacts to Department & External Agencies:

None

List of attachments:

SPA No. 73000-00029498:4 (Contract PW-7381-26)

Presenter:

Ryan Crowther

Department Head Signature:

BNicholas

Digitally signed by BNicholas
Date: 2026.11.03 16:04:07 -08'00'

A170-G030325

Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Authorization No. 73000-00029498:4
Certified Agency Performing on Behalf of a Non-Certified Agency (COBO)

This Supplemental Project Authorization is a cooperative agreement made and entered into by and between the **Oregon Department of Transportation** ("State" or "ODOT"), **Marion County** ("Certified Agency") acting by and through its elected officials, and the **City of Independence** ("Non-Certified Agency") acting by and through its elected officials, all herein referred to individually as "Party" and collectively as "Parties."

RECITALS:

1. 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.

2. ODOT and Certified Agency entered into Local Agency Certification Program Agreement No. 73000-00029498, executed on October 14, 2024 ("Program Agreement"), which is hereby incorporated by reference. The Program Agreement authorizes Certified Agency to administer federal-aid projects and allows Certified Agency to deliver a federal-aid project on behalf of a non-certified agency, subject to ODOT approval. This arrangement is known as "certified on behalf of" or "COBO" project delivery. (See Paragraph V.2.c of the Program Agreement.)

3. Non-Certified Agency desires Certified Agency to deliver a COBO project on its behalf, and Certified Agency is willing to do so. The Parties enter into this Agreement to authorize Certified Agency to deliver the project described the Project Details Table in Section A below ("Project") on behalf of Non-Certified Agency as agreed to herein.

4. Non-Certified Agency recognizes the Program Agreement is between ODOT and Certified Agency only and confers no obligations, benefits, or rights to Non-Certified Agency except as expressly provided herein. This Supplemental Project Authorization includes Non-Certified Agency as an additional Party. Accordingly, this Supplemental Project Authorization includes special provisions to address the obligations and cost responsibilities of each Party for this COBO Project.

5. For purposes of this COBO Project, ODOT considers Certified Agency to be a subrecipient of federal funds and to be eligible for reimbursement as the delivering agency. ODOT does not consider Non-Certified Agency to be a subrecipient or a contractor for purposes of federal funds and is not eligible for federal reimbursement for this Project.

6. Non-Certified Agency was awarded two million dollars in grant funds by the Oregon Legislature for the Chestnut Street Bridge project pursuant to Oregon Laws 2023, chapter 605, Section 156. Said grant funds are to be used for delivery of the Chestnut Street Bridge project. These funds are

addressed in Grant Agreement 73000-00025871 entered into on April 3, 2025 between State and Non-Certified Agency.

A. PROJECT DETAILS TABLE

SPA NUMBER	#4
Project Key Number:	23845
Project Name:	Chestnut Street Bridge (Independence)
Project Description:	Design activities for a future bridge construction project
Funding Award Program:	Funds have been awarded under the US Department of Transportation Earmark (Demo ID OR233) and will be applied in accordance with Paragraph V.3.f of the Program Agreement.
Project End Date:	Certified Agency must complete the Project by: December 31, 2032.
Project Location and Jurisdiction:	• Chestnut Street and Chestnut Street Bridge are a part of Non-Certified Agency's street system under the jurisdiction and control of Non-Certified Agency. • Chestnut Street Bridge No #####(new number to be determined), (Independence) is "off system" per the federal National Bridge Inventory list.

FUNDING DETAILS	DATA
Certified Agency's Unique Entity Identifier:	FUAKHMJE2437
Certified Agency to report executive compensation information per Federal Transparency Act (see Exhibit B):	No
Award is for Research and Development (R&D) as defined in 2 CFR 200.1:	No
Certified Agency Indirect Cost Rate(s):	7.99%
Pro-rated Federal Share Percentage:	89.73%
Certified Agency Required Match Percentage:	10.27%
Federal Funds:	$500,000.00
State Funds:	$0
Certified Agency Funds:	$0
Other Funds: **Non-Certified Agency Funds**	$57,227.24
Approved In-kind Contribution by Non-Certified Agency:	$0
Total Project Cost	**$557,227.24**
INFORMATIONAL DETAILS	DATA
ODOT's preliminary estimated costs for oversight and other ODOT services for Project phases covered by this Supplemental Project Authorization, applied in accordance with Section B, Paragraph 3 below:	$30,000.00

APPLICABLE PROVISIONS		
Standard Provisions: The following exhibits to the Program Agreement apply to this Project if marked "Yes" below ("No" indicates the exhibit does not apply to this Project).		
Yes/No	Exhibit #	Description
Yes	Exhibit B:	Standard Provisions: Federal Transparency Act Subaward Reporting

Yes	Exhibit C:	Standard Provisions: Contract Insurance
Yes	Exhibit D:	Standard Provisions: Americans with Disabilities Act Compliance
Yes	Exhibit E:	Standard Provisions: Local Bridge Projects
No	Exhibit F:	Standard Provisions: Right of Way Services
Special Provisions: The following attachment(s) and Project-specific modification to the Program Agreement apply to this Project if marked "Yes" below ("N.A." indicates "not applicable").		
Yes/N.A.	Attachment #	Description
Yes	Attachment 1:	Project Vicinity Map
Yes	Attachment 2:	Revised Exhibit F: Special Provisions: Right of Way Services (COBO)
N.A.	Attachment 3:	N.A.
Yes	See Section B, Paragraphs 4, 5, and 8 for other Project-specific modifications to the Program Agreement that apply to this Project.	

B. SUPPLEMENTAL PROJECT AUTHORIZATION TERMS

1. Applicable Provisions: Except as otherwise modified by the terms of this Supplemental Project Authorization, the Project is subject to the terms and conditions of the Program Agreement and the Standard Provisions and Special Provisions specified in the Project Details Table above, which are incorporated into this Supplemental Project Authorization by reference as though fully set forth herein. The Parties further agree that the Program Agreement is between ODOT and Certified Agency only and confers no obligations, benefits, or rights to Non-Certified Agency except as expressly provided in this Supplemental Project Authorization.

2. Scope: The Project scope includes the preliminary engineering phase programmed in the STIP for design activities for a future bridge construction project located on Chestnut Street within the City of Independence as shown on Attachment 1 – Project Vicinity Map, labeled as "Proposed Bridge".

   The Parties also anticipate Certified Agency delivering the right of way and construction phases of the Project. Upon full funding and addition of such phases to the Project in the STIP, this Supplemental Project Authorization will be amended to include right of way and construction phases' work and costs.

3. ODOT Costs: The Parties agree that ODOT will perform risk-based Project oversight in accordance with the Program Agreement. A preliminary estimate for the cost of ODOT's work is shown above in the Project Details Table under Informational Details. The Parties agree that ODOT services to be performed in excess of this preliminary estimate shall be addressed as provided in Paragraph V.3 Subsection g. of the Program Agreement. Certified Agency and Non-Certified Agency understand that ODOT's costs are estimates only and Certified Agency and Non-Certified Agency agree to pay ODOT's actual costs incurred per the Terms of this Supplemental Project Authorization. On a quarterly basis, ODOT will provide Certified Agency a statement of costs expended by ODOT.

4. Funding: A combination of federal, state, and local funds may be expended on the Project as detailed in the Project Details Table above, subject to the limitations and obligations set forth in

the Program Agreement and this Supplemental Project Authorization. Federal and State funds for a project shall be limited to the amount shown in the Funding Details section of the Project Details Table above.

a. Certified Agency guarantees the availability of Certified Agency funding in an amount required to fully fund Certified Agency's share of the Total Project Costs, as shown in the Project Details Table, and in accordance with the Funding provisions in Paragraph V.3 of the Program Agreement, as modified by the following supplemental Project-specific Special Provisions:
   i. Non-Certified Agency shall fully reimburse Certified Agency for the match, any non-participating costs, and any costs not covered by state and federal funding that Certified Agency expends on behalf of the Project. To the extent allowed by law, failure of Non-Certified Agency to make such payments to Certified Agency may result in ODOT withholding Non-Certified Agency's proportional allocation of State Highway Trust Funds, refraining from awarding to Non-Certified Agency further federal or state funds that are in ODOT's discretion to award, and/or declining to enter into future project agreements with Non-Certified Agency until such costs are paid.

   ii. Non-Certified Agency guarantees the availability of Non-Certified Agency funding in an amount required to fully reimburse Certified Agency for funds that Certified Agency expends on behalf of the Project consistent with this Agreement.

b. Certified Agency and Non-Certified Agency understand and agree that federal funding for this Project is contingent upon FHWA's approval of each funding request. Any work performed outside the period of performance approved by FHWA or outside the Project Scope will be considered non-participating and paid for at Certified Agency and Non-Certified Agency expense.

c. ODOT will submit requests for federal funding authorizations to FHWA by Project phase. The ODOT Project Contact or designee will provide Certified Agency with a written notice to proceed for each Project phase when FHWA approval has been secured and funds are available for expenditure on the Project.

d. With the notice to proceed, ODOT will provide Certified Agency with a copy of the USDOT FHWA Federal Aid Project Agreement between ODOT and FHWA for this Project, which contains the information required of pass-through entities by 2 CFR 200.332(b)(1).

5. Invoicing: Certified Agency shall submit invoices for Project progress billings in accordance with the invoicing provisions in Paragraph V.5 of the Program Agreement, modified by the following, supplemental Project-specific Special Provisions:

a. Certified Agency shall invoice Non-Certified Agency for the federal match share, any non-participating costs, and all costs expended for the Project not reimbursed by ODOT. Upon receipt of Certified Agency invoice(s), Non-Certified Agency shall reimburse Certified Agency for the federal match share, any non-participating costs, and all costs expended for the Project not reimbursed by ODOT within 60 calendar days.

b. Certified Agency and Non-Certified Agency agree that any disputes arising on this Project regarding Certified Agency's invoices or Non-Certified Agency's payment of invoices identified in

the preceding paragraph are to be resolved between Certified Agency and Non-Certified Agency only, except that ODOT may take action as provided in Paragraph 4.a.i above.

6. Period of Performance:

   a. Begin and End Dates: The Project period of performance begins when both the initial FHWA Project authorization has been received by ODOT and a notice to proceed for the first phase of the Project has been issued to Certified Agency by the ODOT Project Contact. The Project period of performance ends on the Project End Date shown in the Project Details Table. All Project work must be completed within the period of performance.

   b. Project End Date Changes: The Project End Date may be changed upon written approval by the ODOT Project Contact, which shall be incorporated by reference into this Supplemental Project Authorization. To extend the Project End Date, Certified Agency shall submit a written request to the ODOT Project Contact as soon as Certified Agency becomes aware that a schedule change is necessary, but no less than sixty (60) calendar days prior to the authorized Project End Date. The ODOT Project Contact will coordinate with ODOT Program and Funding Services to seek authorization from FHWA prior to approving the extension request. FHWA authorization for extensions is not guaranteed. Any work performed outside the period of performance authorized by FHWA will be nonparticipating and paid for at Certified Agency and Non-Certified Agency expense.

7. Project Useful Life: The useful life of the Project is 75 years.

8. Project-Specific Modifications: For purposes of this Project only, the Parties agree to the following modifications to the terms of the Program Agreement, which are supplemental to the Program Agreement unless otherwise stated:

   a. Exhibit D – Americans with Disabilities Act Compliance: Exhibit D of the Program Agreement is modified by replacing Paragraphs 7 and 8 in Section A of Exhibit D with the following Project-specific Special Provisions:

      7. On-going Maintenance Obligation

      Certified Agency and Non-Certified Agency shall each ensure that any portions of the Project under their own maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Certified Agency and Non-Certified Agency each ensuring that:

      a. Pedestrian access is maintained as required by the ADA,

      b. Any complaints received by Certified Agency or Non-Certified Agency identifying safety or access issues regarding a sidewalk, curb ramp, pedestrian-activated signal, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible are promptly evaluated and addressed,

      c. Certified Agency, Non-Certified Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in

compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,

d. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

e. Applicable permitting and regulatory actions are consistent with ADA requirements.

8. Survival

The maintenance obligations applicable to Certified Agency and Non-Certified Agency in Exhibit D, Section A, Paragraph 7 as modified by this Supplemental Project Authorization shall survive termination or expiration of this Supplemental Project Authorization.

b. Exhibit E - Local Bridge Program Requirements: Exhibit E of the Program Agreement is modified by the following, supplemental Project-specific Special Provisions:

i. The requirements of subsection 1.b of Exhibit E apply to the Project. Certified Agency's approved qualified staff is Steve Preszler, a Qualified Agency Project Manager in accordance with the *Qualifications and Coordination Requirements for Certified LPA not Certified in Bridge Design* policy, per Section C, Chapter 13 of the LAG Manual. Any change to Agency's qualified staff is subject to State's review and written approval.

ii. Certified Agency shall submit, and ODOT's Local Bridge Section will review, the consultant services contract, cost proposal, and design acceptance package in coordination with the ODOT Project Contact.

c. Exhibit F - Right of Way Services Requirements: Exhibit F of the Program Agreement is replaced by Attachment 2, Revised Exhibit F: Specific Special Provisions: Right of Way Services (COBO version), attached hereto and incorporated herein.

d. Non-Certified Agency Authority to Enter Right of Way: Non-Certified Agency grants ODOT and Certified Agency the authority to enter onto Non-Certified Agency's right of way as needed to complete this Project. Certified Agency grants Non-Certified Agency the authority to enter onto Certified Agency's right of way as needed to complete this Project.

e. Non-Certified Agency as Third Party Beneficiary: For this Supplemental Project Authorization only, Non-Certified Agency is a named Third Party Beneficiary to the Program Agreement with the express right to enforce provisions within the Program Agreement only to the extent necessary to protect Non-Certified Agency's rights and obligations with respect to this Project.

f. Non-Certified Agency an Independent Entity: Non-Certified Agency shall perform under this Supplemental Project Authorization as an independent entity and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform any work to fulfill Non-Certified Agency's obligations under this Supplemental Project Authorization including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

g. Certified Agency Contracts on Behalf of Non-Certified Agency: For contracts Certified Agency enters into for the performance of work under this Supplemental Project Authorization, in addition to the requirements of Paragraph VII.8.a. of the Program Agreement, Certified Agency shall:

   i. Include Non-Certified Agency and its council as intended third-party beneficiaries in the terms of Certified Agency's contract on any project, with express independent authority to enforce the terms and conditions of the contract;

   ii. Require its construction contractor(s) to name the Non-Certified Agency as an additional or dual obligee on the construction contractor's performance bond and payment bond;

   iii. Require its contractor(s) to comply with the indemnification requirements in Paragraph VII.9 of the Program Agreement and name Non-Certified Agency and its council as indemnitees;

   iv. Require its contractor(s) to comply with the insurance requirements in Paragraph VII.10 of the Program Agreement;

   v. Require its contractor(s) to endorse Non-Certified Agency and its council as additional insureds on the required liability insurance coverages, except Professional Liability, Workers' Compensation or Employer's Liability, if included;

   vi. Provide Non-Certified Agency with a copy of each signed contract, as well as any other purchasing or contracting documentation and contractor certificates of insurance, upon Non-Certified Agency's request at any time; and

   vii. Report to Non-Certified Agency any material breach of a term or condition of a Contract within ten (10) business days of Certified Agency discovering the breach.

h. Contribution: Subsections i, ii, and iii of Paragraph VII.5.b of the Program Agreement are replaced by the following Project-specific Special Provisions:

   i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

   ii. With respect to a Third Party Claim for which State is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the other Party or Parties in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the other Party or Parties on the other hand in connection with the events which resulted in

such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

iii. With respect to a Third Party Claim for which any other Party or Parties are jointly liable with State (or would be if joined in the Third Party Claim), the other Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the other Party or Parties shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each other Party's contribution amount(s) in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

i. Workers' Compensation and Employer's Liability: Paragraph VII.11 of the Program Agreement is replaced by the following Project-specific Special Provision:

All employers, including Certified Agency and Non-Certified Agency, that employ subject workers who work under this Supplemental Project Authorization in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation Insurance coverage unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than $500,000 each accident must be included. Certified Agency and Non-Certified Agency shall ensure that each of its contractors complies with these requirements.

j. Term: The term of this Supplemental Project Authorization is as specified in Paragraph VII.12.b of the Program Agreement.

k. Termination: For purposes of this Supplemental Project Authorization Subsections b through h of Paragraph VII.13 of the Program Agreement are replaced by the following Project-specific Special Provisions; however, for purposes of the Program Agreement, Subsections a through h of the Program Agreement continue to apply between ODOT and Certified Agency as written in the Program Agreement:

b. This Supplemental Project Authorization may be terminated by mutual written consent of all Parties.

c. ODOT may terminate this Supplemental Project Authorization effective upon delivery of written notice to Certified Agency and Non-Certified Agency, or at such later date as may be established by ODOT, under any of the following conditions:

   i. If Certified Agency or Non-Certified Agency fails to perform the work called for by this Supplemental Project Authorization within the time specified herein or any extension thereof.

   ii. If Certified Agency or Non-Certified Agency fails to perform any of the other provisions of this Supplemental Project Authorization, or so fails to pursue the work as to endanger performance of this Supplemental Project Authorization in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within thirty (30) calendar days or such longer period as ODOT may authorize in the notice provided.

   iii. If Certified Agency or Non-Certified Agency fails to provide payment of its share of the cost of the Project.

d. Certified Agency or Non-Certified Agency may terminate this Supplemental Project Authorization if ODOT fails to perform its obligations under any of the 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 Certified Agency fails to correct such failures within thirty (30) calendar days or such longer period as Certified Agency or Non-Certified Agency may authorize in the notice provided.

e. A Party may terminate this Supplemental Project Authorization effective upon delivery of written notice to the other Parties, or at such later date as may be established by the terminating Party, under any of the following conditions:

   i. If the terminating Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the terminating Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Supplemental Project Authorization.

   ii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Supplemental Project Authorization is prohibited or if the terminating Party is prohibited from paying for such work from the planned funding source.

   iii. As otherwise expressly provided in the Program Agreement.

f. Any expiration or termination of this Supplemental Project Authorization shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.

g. Upon termination, the Parties shall do the following:

   i. Immediately cease all activities under this Supplemental Project Authorization, unless expressly agreed otherwise;

   ii. Deliver to the other Parties all project plans, documents, information, works-in-progress, work product, and other property that are or would be deliverables under this Supplemental Project Authorization; and

   iii. Provide the other Parties with a detailed summary of all expended costs.

h. If Certified Agency is in default of this Agreement, upon ODOT's or Non-Certified Agency's request, Certified Agency shall surrender all project plans, documents, research, objects, or other tangible things reasonably needed to complete the work that would have been performed by Certified Agency under this Supplemental Project Authorization. Said project plans, documents, research, objects, or other tangible things do not include any third-party software licenses.

l. Merger; Waiver; Severability: For purposes of this Supplemental Project Authorization, Subsections c, d, and e of Paragraph VII.14 of the Program Agreement are replaced with the following Project-specific Special Provisions; however, for purposes of the Program Agreement, Subsections c, d, and e of the Program Agreement continue to apply between ODOT and Certified Agency as written in the Program Agreement:

c. This Supplemental Project Authorization and the Program Agreement, as amended, including all attached exhibits and attachments, constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Supplemental Project Authorization and any attachments will control over the Project application and documents provided by Certified Agency or Non-Certified Agency to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Supplemental Project Authorization.

d. No waiver, consent, modification or change of terms of this Supplemental Project Authorization shall bind a Party unless in writing and signed by all 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 a Party to enforce any provision of this Supplemental Project Authorization shall not constitute a waiver by that Party of that or any other provision.

e. If any term or provision of this Supplemental Project Authorization is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Supplemental Project Authorization did not contain the particular term or provision held to be invalid.

C. PROJECT CONTACTS, SIGNATURE AUTHORITIES, COUNTERPARTS, ACKNOWLEDGEMENT

1. Each Party's Project Contact is shown on the signature page of this Supplemental Project Authorization. Each Party agrees to notify the other Party in writing of any contact information changes during the term of this Supplemental Project Authorization.

2. Each Party certifies and represents that the individuals signing this Supplemental Project Authorization have been authorized to enter into and execute this Supplemental Project Authorization on behalf of the Party under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind the Party.

3. This Supplemental Project Authorization 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

Supplemental Project Authorization so executed shall constitute an original. The Parties may use Electronic Signatures in accordance with Paragraph VII.15. of the Program Agreement.

4. This Project is in the 2027-2030 Statewide Transportation Improvement Program, (Key No. 23845) that was approved by the Oregon Transportation Commission on June 11, 2026 (or subsequently approved by amendment to the STIP).

5. Certified Agency and Non-Certified Agency Acknowledgement:

Certified Agency's and Non-Certified Agency's signing representatives certify that by signing this Supplemental Project Authorization, they have read the Program Agreement, including the exhibits that apply to this Supplemental Project Authorization as shown in the Project Details Table in Section A above.

Signature Page to Follow

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

Certified Agency:
MARION COUNTY , acting by and through its elected officials

By **(see Marion county signature page)**
Commissioner

By _____
Commissioner

By _____
Commissioner

Date _____

LEGAL REVIEW APPROVAL

(If required by Certified Agency's process) By _____
Certified Agency Legal Counsel
Date _____

Non-Certified Agency:
CITY OF INDEPENDENCE, acting by and through its elected officials

By _____

Title _____

Date _____

LEGAL REVIEW APPROVAL

(If required by Non-Certified Agency's process)
By _____ Non-Certified Agency Legal Counsel
Date _____

Certified Agency Project Contact:
Steven Preszler, PE
Project Manager
Marion County Public Works
5155 Silverton Rd NE Salem OR 97305
503-365-3157
spreszler@co.marion.or.us

STATE OF OREGON, acting by and through its Department of Transportation
By _____
Region 2 Manager
Date _____

APPROVAL RECOMMENDED

By _____
State Right of Way Manager

Date _____

By _____
Region 2 Right of Way Manager

Date _____

By_____
Certification Program Manager

Date_____

By_____
State Bridge Engineer
Date_____

APPROVED AS TO LEGAL SUFFICIENCY

By Karen Clevering, via email
Assistant Attorney General

Date 10/23/26 email retained in file

MARION COUNTY SIGNATURE PAGE FOR
CHESTNUT STREET: SOUTH FORK ASH CREEK BRIDGE ODOT IGA - PW-7381-26
between
MARION COUNTY and OREGON DEPARTMENT OF TRANSPORTATION

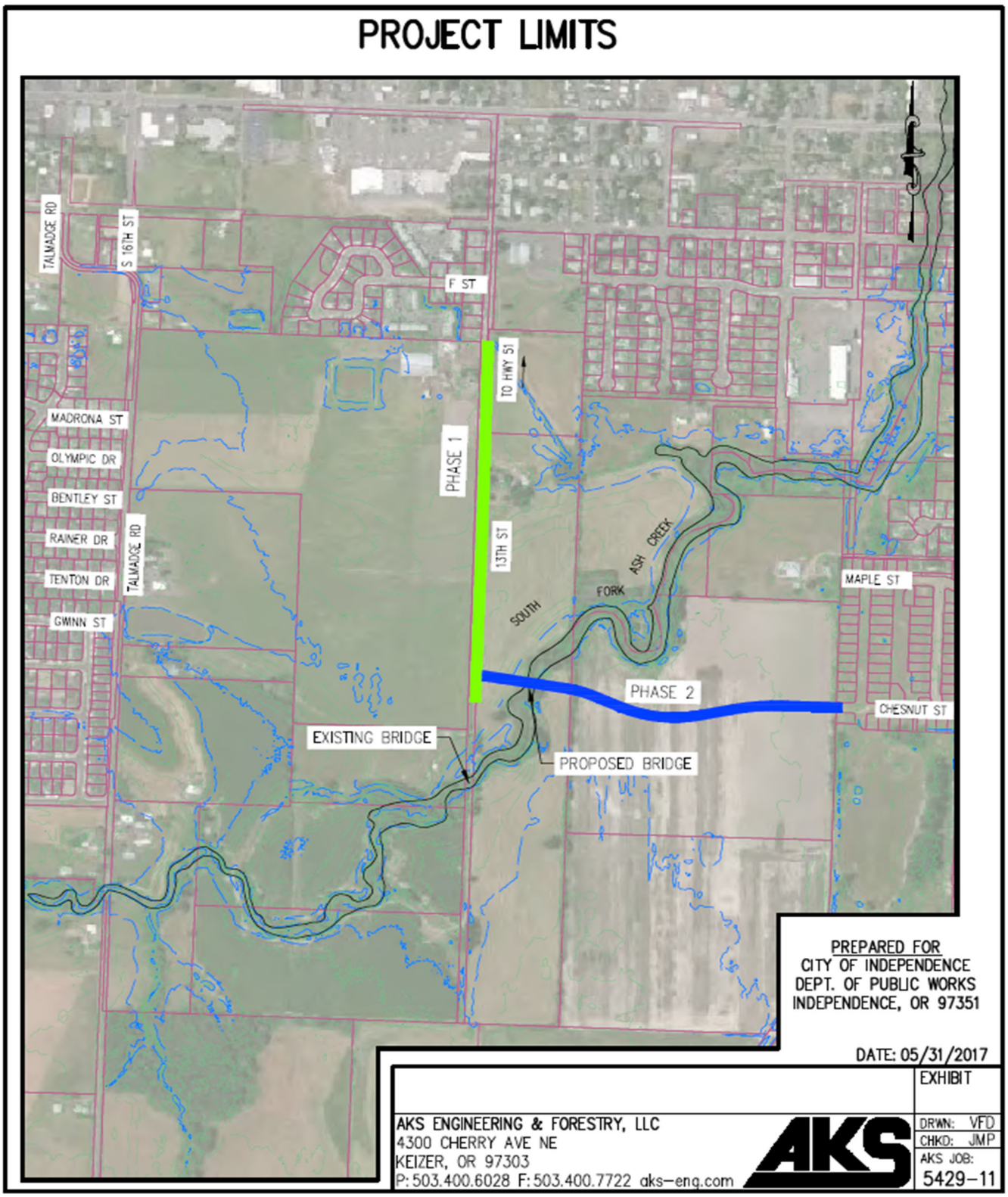
MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: Brian Nicholas (Nov 13, 2026 14:54:17 PST)	11/13/2026
Department Director or designee	Date
Authorized Signature:	
Chief Administrative Officer	Date
Reviewed by Signature:	
Marion County Legal Counsel	Date
Reviewed by Signature:	11/13/2026
Marion County Contracts & Procurement	Date

Non-Certified Agency Project Contact:
Kenna West, JD, City Manager
City of Independence
555 S. Main Street
Independence, Oregon 97351
(503) 837-1171
kwest@ci.independence.or.us

ODOT Project Contact:
Valerie Greenway, Transportation Project Manager, ODOT Region 2 – Area 3
455 Airport Road SE, Building B
Salem, Oregon 97301
(971) 304-5021
valerie.greenway@odot.oregon.gov

Attachment 1
Project Vicinity Map



Attachment 2
Revised Exhibit F: Special Provisions: Right of Way Services (COBO)

This Attachment 2, Revised Exhibit F: Special Provisions: Right of Way Services (COBO) (hereafter "Exhibit F"), applies only to the Supplemental Project Authorization to which it is attached. Certified Agency and Non-Certified Agency agree to comply with the provisions listed in this Exhibit F. References to "project" in this Exhibit F refer to the Project identified in the Project Details Table.

A. RIGHT OF WAY SERVICES

1. The Parties agree to the performance of the Right of Way Services ("Services") as specified in this Supplemental Project Authorization.

2. The Parties agree to strictly follow the rules, policies, and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), 42 USC Chapter 61, as amended and implemented through Title 49 CFR 24, ORS Chapter 35, 23 USC Chapter 1 as implemented through Title 23 CFR 710 relating to acquisition of real property for federal-aid highway projects, and the ODOT Right of Way Manual, located at https://www.oregon.gov/ODOT/ROW/Documents/ROW-Manual.pdf and incorporated herein by this reference. Each Party shall require its contractors and subcontractors, if any, to comply with these provisions.

3. The Parties agree that Services performed on the project shall be provided in accordance with an approved project-specific "Staffing Plan" as described in Paragraph A.7.

4. Funding:
   a. Certified Agency shall prepare a programming cost estimate for the right of way phase and submit it to ODOT for approval.
   b. Certified Agency shall request federal right of way funding authorization through the ODOT Project Contact and must receive from ODOT a written authorization to proceed prior to beginning Services.
   c. Certified Agency and Non-Certified Agency shall pay the local share of the actual cost of ODOT's oversight and other agreed to Services in accordance with the funding provisions in Paragraph V.3. of the Program Agreement as modified by Paragraph B.4.a of this Supplemental Project Authorization.

5. ODOT Roles and Responsibilities: ODOT, at project expense, will:
   a. Provide oversight of the Services performed for the project.
   b. Request the obligation of project funding from FHWA based on the approved programming cost estimate identified in Paragraph 4.a.
   c. Coordinate co-certification of the right of way.
   d. Prepare cost estimates for such oversight, obligation, and coordination work following the

process specified in the Program Agreement Paragraph V.3.

e. Perform any Services assigned to ODOT in this Supplemental Project Authorization.

6. Certified Agency use of Qualified Individuals to Perform Services:

   a. In performing Services under this Program Agreement, Certified Agency shall utilize "Qualified Individuals" from Certified Agency's staff, another local public agency's staff, or consultant's staff who meet the qualifications described in Chapter 10 - Local Public Agency Program Oversight of the ODOT Right of Way Manual and as approved by the ODOT Right of Way Section. Certified Agency may also request ODOT staff to perform Services under the Program Agreement, as further described in this Supplemental Project Authorization. (See "Staffing Plan" requirements in Paragraph A.7.)

   b. Certified Agency may perform needed appraisal Services by utilizing appraiser services procured by Certified Agency from ODOT's Qualified Appraiser List, located online at: https://www.oregon.gov/ODOT/ROW/Documents/Appraisal_Qualified-Consultant- List.pdf.

   c. Certified Agency may perform other right of way related Services as needed by utilizing right of way consultants that meet the requirements of Paragraph 6 a. above.

   d. Certified Agency shall procure any consultant services according to Program Agreement Paragraph V.10.a.

7. Staffing Plan: Prior to performing Services described in Section B below, Certified Agency shall prepare a project-specific Staffing Plan and submit it to ODOT for review and approval by the ODOT Right of Way Section. The Staffing Plan must detail the Services to be performed by Qualified Individuals. Certified Agency shall submit Staffing Plan updates to ODOT for approval as needed throughout the project to ensure all project Services are performed by Qualified Individuals.

8. ODOT Performing Services as a Consultant: The Parties agree this Paragraph 8 applies only when ODOT will perform Services for Certified Agency as a consultant on a project. Under such circumstances, the Parties agree:

   a. Certified Agency is responsible for delivering the project under the authority of the Certification Program Agreement and this Supplemental Project Authorization; and ODOT will perform Services as a consultant for Certified Agency.

   b. The Certification Program Agreement and Supplemental Project Authorization for the project are sufficient for Certified Agency to contract ODOT to perform Services. The Parties need not enter into a separate agreement for performance of Services.

   c. Any consultant Services to be performed by ODOT will be detailed in this Supplemental Project Authorization as a special provision in e. below.

   d. In accordance with the funding provisions in Paragraph V.3. subsection g. of the Program Agreement, ODOT will provide estimates for the costs of its consultant Services, which are a subset of the Total Project Costs identified in this Supplemental Project Authorization. Services performed by ODOT as a consultant shall be invoiced and reimbursed at actual cost to the project according to Paragraph V.3., subsections g. and h. of the Program Agreement.

e. ODOT services: Not applicable.

9. Previously Donated or Acquired Property: Property previously donated to or acquired by Certified Agency or Non-Certified Agency prior to right of way funding authorization may be incorporated into the Project's right of way only after review and approval by ODOT and FHWA. Certified Agency shall submit such requests in writing on a form to be provided by the ODOT Program and Funding Services Manager, who will coordinate ODOT's and FHWA's approval.

10. Disposition of Real Property: Certified Agency and Non-Certified Agency agree that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall comply with 2 CFR 200.311 and 23 CFR 710. The disposition of such property shall be subject to ODOT and FHWA approval, and reimbursement to ODOT and FHWA of the required proportionate shares of the fair market value may be required.

11. Title VI Assurances: Certified Agency and Non-Certified Agency agree to comply with the applicable nondiscrimination assurances required by Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, 49 CFR Part 21, and 28 CFR 50.3, as amended, for all real property acquired with federal-aid participation. See US Department of Transportation guidance document number DOT 1050.2A for additional information related to applicable assurances.

12. Monumentation: Certified Agency shall ensure that all project right of way monumentation is conducted in conformance with ORS 209.155.

B. CERTIFIED AGENCY AND NON-CERTIFIED AGENCY ROLES AND RESPONSIBILITIES

1. Preliminary Phase: Certified Agency is responsible for the performance of Services set out in this Section B.1 during the preliminary right of way phase of the project identified in this Supplemental Project Authorization, and as identified below. Costs incurred for Services listed under this Section B.1 shall be charged as preliminary engineering expenditures. Certified Agency agrees to confer with Non-Certified Agency in the performance of Services, and Non-Certified Agency agrees to cooperate with Certified Agency and to complete any responsibilities assigned to Non-Certified Agency below.

   a. Preliminary Phase Services: Certified Agency shall provide the following preliminary phase Services:

      i. Prepare preliminary cost estimates.

      ii. Make preliminary contacts with property owners.

      iii. Gather and prepare data for environmental documents.

      iv. Develop access and approach road list.

      v. Prepare field location and project data as defined in this Supplemental Project Authorization.

   b. Title: Certified Agency shall provide the following title Services on the project as follows:

      i. Prepare preliminary title reports, if ODOT determines they are needed, before negotiations for acquisition commence.

      ii. Specify the degree of rights to be acquired (e.g., fee, easement), which must be

determined in accordance with the current ODOT Right of Way Manual.

c. Legal Descriptions: Certified Agency shall provide property legal description Services as follows:

i. Prepare sufficient horizontal control, recovery, and retracement surveys; vesting deeds; maps; and other data so that legal descriptions can be written.

ii. Prepare project construction plans and cross-section information.

iii. Write legal descriptions and prepare right of way maps.

A. If Certified Agency acquires right of way along or adjacent to a state highway, property descriptions and right of way maps shall be prepared in accordance with the current ODOT Right of Way Engineering Manual, incorporated herein by reference. Preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by ODOT.

B. The ODOT Right of Way Engineering Manual is available at: https://www.oregon.gov/odot/ETA/Pages/ROW-Engineering.aspx

d. Hazmat: Certified Agency shall provide the following Services regarding possible hazardous materials on the project site:

i. Conduct a Level 1 Initial Site Assessment, consistent with ODOT Guidance, within project limits to detect the presence of hazardous materials on any property purchase, excavation, or disturbance of structures, as early in the project design as possible, but at a minimum, prior to property acquisition or approved design.

ii. If the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties, conduct a Level 2 Preliminary Site Investigation of sufficient scope to confirm the presence of contamination, determine impacts to properties, and develop special provisions and cost estimates. The investigation shall be conducted according to the current ODOT Hazmat Program Manual, incorporated herein by reference, and applicable requirements of the Oregon Department of Environmental Quality. The ODOT Hazmat Program Manual is available at: https://www.oregon.gov/odot/GeoEnvironmental/Pages/Hazmat-Manual.aspx

iii. If contamination is found as a result of the Level 2 Preliminary Site Investigation, promptly disclose the severity and extent of contamination to ODOT and present a recommendation for remediation to ODOT as set forth in ODOT's Right of Way Manual Section 6.330.

iv. Attempt to have the property owner undertake any necessary remediation at the property owner's expense. Other options are set forth in ODOT's Right of Way Manual section 6.330. If Certified Agency undertakes any remediation on the site, Certified Agency will be solely responsible for any liability that may arise from such remediation.

2. Right of Way Phase: Certified Agency is responsible for the performance of Services outlined in this Section B.2 during the acquisition right of way phase of the project, as identified below. Costs incurred for Services listed under this Section B.2 must be charged as right of way phase expenditures.

a. Right of Way Acquisition:

   i. Right of Way Acquisition is the process of obtaining property necessary for the project, from negotiation to possession of the property, using various sub-processes, including, but not limited to, appraisal, negotiation, condemnation, relocation, title closing, and project-related property management.

   ii. When performing Services, Certified Agency shall provide ODOT with a quarterly status update regarding acquisition of project right of way.

   iii. Fee Title to properties acquired must be in the full legal name of Certified Agency.

   iv. Certified Agency and Non-Certified Agency shall each adopt a resolution of intention and determination of necessity, prior to the initiation of negotiations, in accordance with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation ("Resolution"). Certified Agency's and Non-Certified Agency's Resolutions shall be substantially in the form of Section C below.

b. Real Property and Title Insurance: Certified Agency shall determine the sufficiency of title (taking subject to) in accordance with the current ODOT Right of Way Manual and after obtaining ODOT's concurrence; clear encumbrances necessary to conform to these requirements; obtain title insurance policies as required for the properties acquired; and provide ODOT copies of the title insurance policies.

c. Appraisal: Certified Agency shall provide the following appraisal Services:

   i. Conduct the valuation process of properties to be acquired. If potential contamination of hazardous materials is identified on the property, Certified Agency shall follow section 6.330 in ODOT's Right of Way Manual.

   ii. Perform the appraisal reviews that will be used by Certified Agency to set just compensation.

d. Just Compensation: Certified Agency's authorized official shall set just compensation, based upon the appraisal review performed by Qualified Individuals. Non-Certified Agency understands and agrees that Certified Agency has sole authority to set just compensation; however, Certified Agency shall notify Non-Certified Agency of the just compensation amount prior to tendering the offer and provide Non-Certified Agency an opportunity to review.

e. Negotiations:

   i. Certified Agency shall tender all monetary offers to landowners in writing at the just compensation amount set by Certified Agency. Certified Agency shall have sole authority to negotiate and make all settlement offers, subject to the limitations in the ODOT Right of Way Manual.

   ii. When an administrative settlement for a property acquisition is made for an amount above the set just compensation amount, Certified Agency shall prepare a written justification statement. Said statement shall document Certified Agency's determination that the administrative settlement is reasonable, prudent, and in the public interest. It shall include the consideration of any property trades, construction obligations, trial risks, and other relevant items used to justify the administrative settlement.

   iii. Certified Agency shall provide ODOT with all pertinent letters, negotiation records,

settlement justification statements, and obligations incurred during the acquisition process.

iv. ODOT and Certified Agency shall determine a date for certification of right of way and agree to co-sign ODOT's Right of Way Certification form. ODOT and Certified Agency agree possession of all right of way is to be complete prior to advertising for any construction contract, unless otherwise agreed to by Certified Agency and ODOT.

v. Certified Agency is responsible for all project condemnation proceedings and for ensuring all condemnation processes are complete prior to the agreed upon certification date identified in subsection iv above. Certified Agency agrees to take any formal action necessary to ensure that it has authority under ORS Chapter 35 to condemn property on behalf of the Non-Certified Agency.

f. Relocation: Certified Agency shall provide the following relocation Services in accordance with Chapter 8 of the ODOT Right of Way Manual:

i. Perform any relocation assistance, make replacement housing computations, and do all things as required by applicable state and federal law necessary to relocate any persons displaced by the project.

ii. Determine relocation benefits for eligible property owners and make relocation and moving payments.

iii. Facilitate any relocation appeal process(es).

3. Closing Phase:

a. Certified Agency shall close all transactions, including: drawing deeds, releases, and satisfactions necessary to clear title; obtaining signatures on release documents; and making payments. When ODOT provides Services as a consultant for Certified Agency, ODOT will submit to Certified Agency: (a) applicable portions of a Final Report packet as described in Section 6.590 of the ODOT Right of Way Manual; (b) all agreements with property owners; and (c) other information required by the Uniform Act or other federal laws regarding acquisition when federal funds are used as part of a transportation project.

b. Upon acceptance by Certified Agency, any permanent conveyance documents shall be recorded by Certified Agency.

4. Property Management:

a. Certified Agency and Non-Certified Agency shall ensure no encroachments of buildings or other private improvements are allowed upon the state highway right of way.

b. When disposing of any improvements or excess land, Certified Agency and Non-Certified Agency shall do so consistent with applicable state, federal, and local laws and policies, including but not limited to 23 CFR 710.409 and ODOT Right of Way Manual Chapter 9.

c. Certified Agency shall conduct asbestos, lead paint, and other hazardous materials surveys for any structures that will be demolished, renovated, or otherwise disturbed as a result of the project. Asbestos surveys must be conducted by an Asbestos Hazard Emergency Response Act (AHERA) certified inspector.

5. Condemnation:
    a. Certified Agency may offer mediation if Certified Agency and property owners have reached an impasse.
    b. Certified Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
    c. Certified Agency shall perform all legal and litigation services related to the condemnation process.

6. Transfer of Right of Way: When the project will involve a transfer of right of way between Certified Agency and Non-Certified Agency, Certified Agency and Non-Certified Agency shall coordinate to determine when to transfer all right of way. Transfer of right way: The Parties agree to transfer right of way as follows:

    a. Certified Agency shall acquire all real property interests ("Property") necessary to complete the Project. Following the completion of the Project, Certified Agency shall transfer to Non-Certified Agency the Property in substantially the same form of title acquired by the Certified Agency with the exception that in any instrument transferring rights, Certified Agency shall grant to ODOT a right of reversion if the property ceases to be used for a transportation purpose or Non-certified Agency discriminates on the property in violation of Title VI. Certified Agency may, in its sole discretion, choose not to transfer all or a part of the Property as necessary for Certified Agency's transportation purposes.
    b. Non-Certified Agency agrees that by its execution of this Supplemental Project Authorization, Non-Certified Agency shall accept Certified Agency's transfer of the Property along with all related maintenance obligations set forth in this Supplemental Project Authorization. Non-Certified Agency agrees further that if additional documentation is necessary to satisfy the conveyance requirements of ORS 93.808, Non-Certified Agency shall execute a form prepared by Certified Agency.
    c. Certified Agency shall identify the existence of any hazardous materials on the property prior to transfer.
    d. Certified Agency agrees to provide Non-Certified Agency all information and file documentation it has in its possession related to the transferred right of way. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of Certified Agency during the right of way acquisition process, and Certified Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

C. SAMPLE RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN

The Parties agree the following language is provided as a sample. Non-Certified Agency and Certified Agency may copy this language to incorporate into their own standard resolution form or use the full language and add an "attested to" line or signature line:

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience, and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance, or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A" attached to this Resolution and, by this reference incorporated herein; now, therefore,

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;

2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;

3. ([Insert title of Agency]'s staff and [attorney/counsel]) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).

4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this_____day of_____, 20____

[insert signature blocks here]