

Contract Review Sheet

Intergovernmental Agreement

PW-7253-26

Title: Rees Hill Rd IGA with City of Salem

Contractor's Name: City of Salem

Department: Public Works Department

Contact: Traci Clarke

Analyst: Kathleen George

Phone #: 503-365-3100

Term - Date From: Execution

Expires: Until annexation by City

Original Contract Amount: \$ -

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ -

Amd% 0%

No Funds Exchanged ☐ 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

Term: *Until Annexation

The purpose of this Agreement is to establish the terms and conditions under which the City will provide maintenance, including installation of new traffic control devices, of a portion of Rees Hill Road, currently outside the Salem City Limits and outside the Salem-Keizer Urban Growth Boundary (UGB), until such time that Salem annexes the affected portion of Rees Hill Road into the Salem City Limits and either expands its portion of the UGB to include the affected portion of Rees Hill Road or seeks to amend the Marion County comprehensive plan.

Desired BOC Session Date: 8/19/2026

Contract should be in DocuSign by: 7/29/2026

Agenda Planning Date: 8/6/2026

Printed packets due in Finance: 8/4/2026

Management Update: 7/28/2026

BOC upload / Board Session email: 8/5/2026

BOC Session Presenter(s) Lani Radtke

Code: Y

REQUIRED APPROVALS


Finance - Contracts 08/04/2026
Date


Traci Clarke (Aug 4, 2026 06:49:18 PDT) 08/04/2026
Contract Specialist Date


Legal Counsel 08/05/2026
Date

Jan Fritz
Jan Fritz (Aug 5, 2026 15:44:35 PDT) 08/05/2026
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/19/26

Department: Public Works

Title:

Rees Hill Road IGA with City of Salem

Management Update/Work Session Date: 7/28/26 Audio/Visual aids ☐

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

Requested Action:

Approve and sign IGA with the City of Salem for the annexation of a portion of Rees Hill Road.

Issue, Description
& Background:

In 2021, City of Salem staff proposed to connecting Lone Oak Rd (city street) to Rees Hill Rd (county road). Sight distance was found to be inadequate due to a vertical crest west of the proposed intersection. County staff worked with City staff and their consultants to consider several alternatives and develop a safe concept without success.

In May 2025, City of Salem staff approached County Engineering staff about potential annexation of the roadway, which would automatically transfer road authority and jurisdiction to City of Salem. After further research and discussions, the proposed annexation limits have been refined and an IGA has been written.

Financial Impacts:

This would move jurisdiction of a county road section to the City of Salem, thereby, reducing maintenance costs and potential liability.

Impacts to Department
& External Agencies:

None are expected.

List of attachments:

IGA

Presenter:

Lani Radtke

Department Head
Signature:

LRadtke

Digitally signed by LRadtke
Date: 2026.07.20 09:35:29 -07'00'

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and THE CITY OF SALEM
PW-7253-26

1. PARTIES TO AGREEMENT

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

2. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the City will provide maintenance, including installation of new traffic control devices, of a portion of Rees Hill Road, currently outside the Salem City Limits and outside the Salem-Keizer Urban Growth Boundary (UGB), until such time that Salem annexes the affected portion of Rees Hill Road into the Salem City Limits and either expands its portion of the UGB to include the affected portion of Rees Hill Road or seeks to amend the Marion County comprehensive plan.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective when all required signatures of both parties are obtained through the date the City annexes the affected portion of Rees Hill Road into the Salem City Limits, unless sooner terminated or extended as provided herein.
- 3.2 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 to the other party. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, County may remove or modify traffic control devices that the City placed within the affected portion of Rees Hill Road.
- 3.3 County may terminate this Agreement effective upon delivery of written notice to the City or at such later date as may be established under any of the following conditions:
 - 3.3.1 If the City fails to provide the maintenance services called for by this Agreement within the time specified herein or any extension thereof.
 - 3.3.2 If the City fails to perform any of the provisions of this Agreement or fails to pursue the work so as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, or fails to correct such failure(s) within ninety (90) days or such longer period as the County may authorize.
- 3.4 This Agreement shall continue even if the City actions under 4.1.2(1) or 4.1.2(2) cannot be completed due to any of the following: Failure to obtain County approval of UGB expansion or comprehensive plan amendment, overturn of approval on appeal of UGB expansion or comprehensive plan amendment, or failure to obtain voter approval for the annexation. If the

City fails to complete the necessary actions under 4.1.2(1) or 4.1.2(2), for reasons other than those previously noted, the Agreement shall terminate.

- 3.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 UNDER THE TERMS OF THIS AGREEMENT, THE CITY SHALL:

- 4.1.1 Maintain to City standards the affected portion of Rees Hill Road as described in the attached Exhibit A during the term of this Agreement.
- 4.1.2 At the City's discretion, complete one of the processes below to the affected portion of Rees Hill Road, which will be limited to an area no smaller than that described in Exhibit A as "Approximate Enhancement Limits" and no greater than that described in Exhibit A as "Approximate UGB Expansion or Comprehensive Plan Amendment Limits."
 - (1) UGB expansion, or
 - (2) County comprehensive plan amendment to create an additional exception in Urban Growth Policy 10.
- 4.1.3 Commence the required actions within 4.1.2(1) or 4.1.2(2) within 5 years of the date of this Agreement.
- 4.1.4 Upon the completion of either of the alternatives described in section 4.1.2, commence and complete annexation into the Salem City Limits the affected portion of Rees Hill Road, which will be limited to an area no smaller than that described in Exhibit A as "Approximate Enhancement Limits" and no greater than that described in Exhibit A as "Approximate UGB Expansion or Comprehensive Plan Amendment Limits."
- 4.1.5 Commence the required action within 4.1.4 within 5 years of the date of completion of 4.1.2.
- 4.1.6 Bear all costs for maintenance, City-approved improvements, and, if necessary, County removal of modifications the city performs to the affected portion of Rees Hill Road as described in the attached Exhibit A.

4.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- 4.2.1 Authorize City and City's contractors to enter the affected portion of Rees Hill Road as described in the attached Exhibit A to perform maintenance, repair, reconstruction, modification, or retrofit improvements without requiring work in the right of way permits, notwithstanding section 4.2.3 below.

- 4.2.2 Process the City's application to County in good faith for UGB expansion or comprehensive plan amendment applicable to the affected portion of Rees Hill Road, as described in section 4.1.2 and Exhibit A.
- 4.2.3 Remain the permitting authority for work within the right-of-way of the affected portion of Rees Hill Road as described in the attached Exhibit A until this area is annexed into the City limits.
- 4.2.4 Concur that, should the annexation not be completed, then the modifications to the affected portion of Rees Hill Road described in Exhibit A shall be left in place and the City shall have maintenance responsibilities and liability consistent with Section 6 below.

5. NO PRECEDENTIAL EFFECT

The parties expressly agree that no part of this Agreement supports or justifies any action involving any other right of way within County jurisdiction.

6. INDEMNIFICATION

Subject to the limitations of the Oregon Tort Claims Act, the City shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of the City or its officers, employees, subcontractors, or agents under this agreement. The City shall have control of the defense and settlement of any claim that is subject to this section. However, neither the City nor any attorney engaged by the City shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall the City settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

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. 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).

10. 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 or 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.

11. NOTICES

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

For City:

Allen Dannen, PE, City Engineer
PO Box 14300 Salem, OR 97309
adannen@cityofsalem.net

For County:

Lani Radtke, PE, County Engineer
5155 Silverton RD NE
Salem Oregon 97305
lradtke@co.marion.or.us

12. 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:	<u><i>Brian Nicholas</i></u>	08/04/2026
	<u>Brian Nicholas (Aug 4, 2026 09:38:41 PDT)</u>	
	Department Director or designee	Date

Authorized Signature:	<u><i>Jan Fritz</i></u>	08/05/2026
	<u>Jan Fritz (Aug 5, 2026 15:44:35 PDT)</u>	
	Chief Administrative Officer	Date

Reviewed by Signature:	<u><i>Andrew Wittendorf</i></u>	08/05/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>John G. Jones</i></u>	08/04/2026
	Marion County Contracts & Procurement	Date

CITY OF SALEM

Authorized Signature: _____ Date: _____

Title: _____

