



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October, 18 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley of  
SE Vogel Road (County Road #2364)**

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Jurisdictional transfer of SE Vogel Road to the City of Happy Valley   |
| <b>Dollar Amount and Fiscal Impact</b> | Cost savings in the form of staff time and maintenance monies used on a County maintained portion of road located entirely within the City of Happy Valley |
| <b>Funding Source</b>                  | N/A  |
| <b>Duration</b>                        | Upon execution; permanent  |
| <b>Previous Board Action</b>           | N/A  |
| <b>Strategic Plan Alignment</b>        | Build a strong infrastructure<br>Build public trust through good government  |
| <b>Contact Person</b>                  | Rick Maxwell, Engineering Tech; 503-742-4671   |

There are certain County roads, such as SE Vogel Road in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer SE Vogel Road to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

The County and the City of Happy Valley have an agreement to transfer SE Vogel Road containing approximately 185,400 square feet of Right-of-Way. By accepting jurisdiction over the SE Vogel Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of SE Vogel Road.

Respectfully submitted,

Rick Maxwell- Engineering Technician  
Attachments: Board order, Exhibit

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Happy Valley, jurisdiction over SE Vogel Road County Road No. 2364, DTD No. 23038



Board Order No. \_\_\_\_\_  
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer all of the following road:

| <u>Road Name</u> | <u>Cnty #</u> | <u>DTD #</u> | <u>From</u> | <u>To</u> | <u>Square Feet</u> |
|------------------|---------------|--------------|-------------|-----------|--------------------|
| SE Vogel Road    | 2364          | 23038        | MP 0.00     | MP 0.74   | 185,400;           |

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

**IT IS HEREBY ORDERED** that Clackamas County offers to surrender jurisdiction of SE Vogel Road to the City of Happy Valley such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

**IT IS FURTHER ORDERED** that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

**IT IS FURTHER ORDERED** that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the roadway described herein, 185,400 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
SE Vogel Road County Road No.  
2364, DTD No. 23038



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**IT IS FURTHER ORDERED** that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording  
and that copies be subsequently sent without charge to the Clackamas County Surveyor,  
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

# EXHIBIT 1

BEGIN MILE POINT 0.00

SE FOSTER RD.

(COUNTY ROAD NO. 2364)

APPROXIMATE HAPPY VALLEY CITY LIMITS

CITY OF HAPPY VALLEY

SE VOGEL RD.

RACHELLA CT.

END MILE POINT 0.74

SE 172ND AVE.

SE SUNNYSIDE RD.

 TRANSFERRED ROAD

LOCATED IN THE NE 1/4 OF SECTION 6, T.2S., R.3E. W.M., AND THE NW 1/4 OF SECTION 5, T.2S., R.3E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 9/5/2018

JURISDICTIONAL TRANSFER

SE VOGEL ROAD  
COUNTY ROAD NO. 2364

SHEET

1 OF 1



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October, 18 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley of a portion of  
SE Armstrong Circle (County Road #1189)**

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Jurisdictional transfer of a portion of SE Armstrong Circle to the City of Happy Valley.  |
| <b>Dollar Amount and Fiscal Impact</b> | County agrees to apply slurry seal coating to that portion of Armstrong Circle being transferred. Cost savings in the form of staff time and maintenance monies used on a County maintained portion of road located entirely within the City of Happy Valley. |
| <b>Funding Source</b>                  | Road Fund   |
| <b>Duration</b>                        | Upon execution; permanent.  |
| <b>Previous Board Action</b>           | N/A   |
| <b>Strategic Plan Alignment</b>        | Build a strong infrastructure.<br>Build public trust through good government.   |
| <b>Contact Person</b>                  | Rick Maxwell, Engineering Tech; 503-742-4671  |

There are certain County roads, such as SE Armstrong Circle in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer a portion of SE Armstrong Circle to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

The County and the City of Happy Valley have an agreement to transfer a portion SE Armstrong Circle containing approximately 152,230 square feet of Right-of-Way. By accepting jurisdiction over a portion of SE Armstrong Circle, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of a portion SE Armstrong Circle.

Respectfully Submitted,

Rick Maxwell - Engineering Technician  
Attachments: Board Order, Exhibit

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
Portions of SE Armstrong Circle County  
Road No.1189, DTD No. 23051



Board Order No. \_\_\_\_\_  
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer a portion of the following road:

| <u>Road Name</u>    | <u>Cnty #</u> | <u>DTD #</u> | <u>From</u> | <u>To</u> | <u>Square Feet</u> |
|---------------------|---------------|--------------|-------------|-----------|--------------------|
| SE Armstrong Circle | 1189          | 23051        | MP 0.00     | MP 0.35   | 152,230;           |

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

**IT IS HEREBY ORDERED** that Clackamas County offers to surrender jurisdiction of portions of SE Armstrong Circle to the City of Happy Valley such that full and absolute jurisdiction of said portions of roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

**IT IS FURTHER ORDERED** that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

**IT IS FURTHER ORDERED** that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 152,230 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
Portions of SE Armstrong Circle County  
Road No.1189, DTD No. 23051



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**IT IS FURTHER ORDERED** that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording  
and that copies be subsequently sent without charge to the Clackamas County Surveyor,  
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

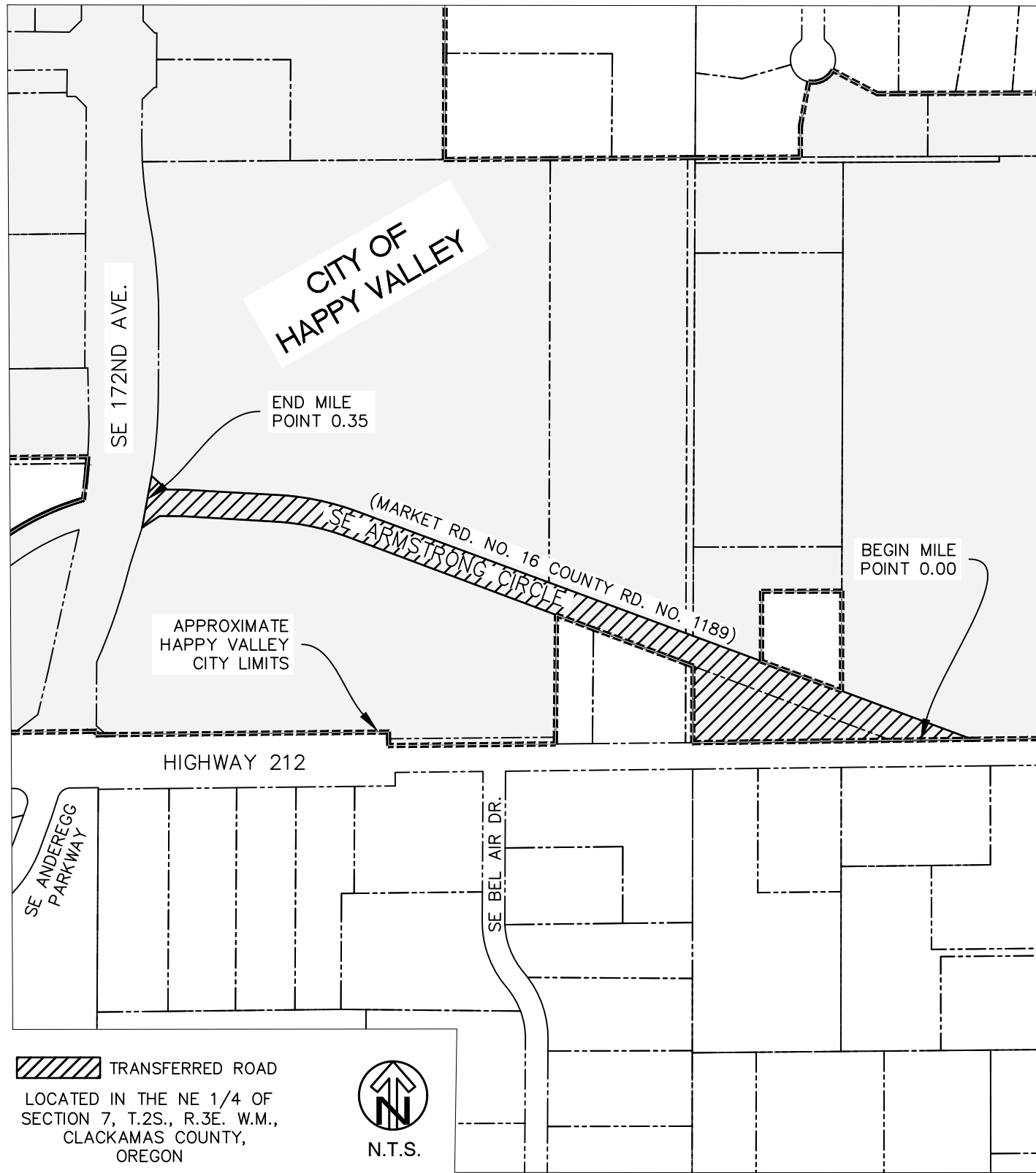
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

# EXHIBIT



DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 8/15/2018  
 JURISDICTIONAL TRANSFER OF A  
 PORTION OF SE ARMSTRONG CIRCLE,  
 MARKET RD. NO. 16 - CO. RD. NO. 1189

SHEET  
1 OF 1





**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October, 18 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley of  
SE Rock Creek Court (County Road #2975)**

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Jurisdictional transfer of SE Rock Creek Court to the City of Happy Valley   |
| <b>Dollar Amount and Fiscal Impact</b> | Cost savings in the form of staff time and maintenance monies used on a County maintained road located entirely within the City of Happy Valley. Initial cost of transfer is \$53,000 which represents the cost of a 2" asphalt overlay of the entire road |
| <b>Funding Source</b>                  | Road Fund  |
| <b>Duration</b>                        | Upon execution; permanent  |
| <b>Previous Board Action</b>           | N/A  |
| <b>Strategic Plan Alignment</b>        | Build a strong infrastructure<br>Build public trust through good government  |
| <b>Contact Person</b>                  | Rick Maxwell, Engineering Tech; 503-742-4671   |

There are certain County roads, such as SE Rock Creek Court in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer SE Rock Creek Court to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service requests.

The County and the City of Happy Valley have an agreement to transfer SE Rock Creek Court containing approximately 91,800 square feet of Right-of-Way. By accepting jurisdiction over the SE Rock Creek Court, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of SE Rock Creek Court.

Respectfully submitted,

Rick Maxwell, Engineering Technician  
Attachments: Board Order, Exhibit, IGA

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Happy Valley, jurisdiction over SE Rock Creek Court County Road No. 2975, DTD No. 23079



Board Order No. \_\_\_\_\_

*Page 1 of 2*

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer all of the following road:

| <u>Road Name</u>    | <u>Cnty #</u> | <u>DTD #</u> | <u>From</u> | <u>To</u> | <u>Square Feet</u> |
|---------------------|---------------|--------------|-------------|-----------|--------------------|
| SE Rock Creek Court | 2975          | 23079        | MP 0.01     | MP 0.35   | 91,800;            |

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

**IT IS HEREBY ORDERED** that Clackamas County offers to surrender jurisdiction of SE Rock Creek Court to the City of Happy Valley such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

**IT IS FURTHER ORDERED** that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

**IT IS FURTHER ORDERED** that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the roadway described herein, 91,800 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
SE Rock Creek Court County Road No.  
2975, DTD No. 23038



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**IT IS FURTHER ORDERED** that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording  
and that copies be subsequently sent without charge to the Clackamas County Surveyor,  
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

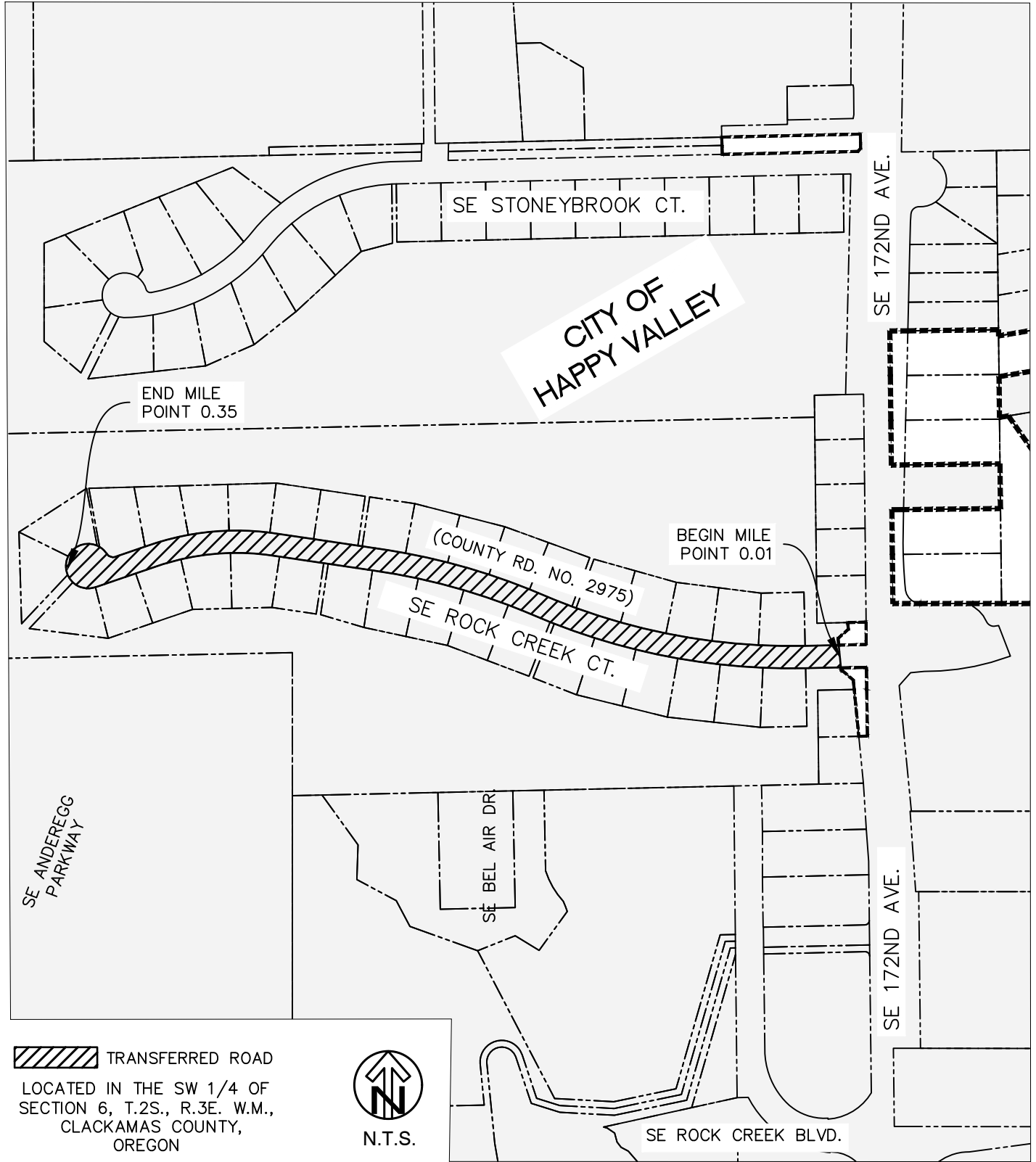
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.


BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

# EXHIBIT



 TRANSFERRED ROAD  
LOCATED IN THE SW 1/4 OF  
SECTION 6, T.2S., R.3E. W.M.,  
CLACKAMAS COUNTY,  
OREGON



DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 8/15/2018  
JURISDICTIONAL TRANSFER  
SE ROCK CREEK COURT  
COUNTY ROAD NO. 2975

SHEET  
1 OF 1



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October, 18 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley of  
SE Stoneybrook Court (County Road #3014)**

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Jurisdictional transfer of SE Stoneybrook Court to the City of Happy Valley  |
| <b>Dollar Amount and Fiscal Impact</b> | Cost savings in the form of staff time and maintenance monies used on a County maintained road located entirely within the City of Happy Valley. Initial cost of transfer is \$53,000 which represents the cost of a 2" asphalt overlay of the entire road |
| <b>Funding Source</b>                  | Road Fund  |
| <b>Duration</b>                        | Upon execution; permanent  |
| <b>Previous Board Action</b>           | N/A  |
| <b>Strategic Plan Alignment</b>        | Build a strong infrastructure<br>Build public trust through good government  |
| <b>Contact Person</b>                  | Rick Maxwell, Engineering Tech; 503-742-4671   |

There are certain County roads, such as SE Stoneybrook Court in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer SE Stoneybrook Court to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service requests.

The County and the City of Happy Valley have an agreement to transfer SE Stoneybrook Court containing approximately 91,600 square feet of Right-of-Way. By accepting jurisdiction over the SE Stoneybrook Court, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of SE Stoneybrook Court.

Respectfully submitted,

Rick Maxwell- Engineering Technician  
Attachments: Board Order, Exhibit, IGA

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
SE Stoneybrook Court County Road No.  
3014, DTD No. 23083



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer all of the following road:

| <u>Road Name</u>     | <u>Cnty #</u> | <u>DTD #</u> | <u>From</u> | <u>To</u> | <u>Square Feet</u> |
|----------------------|---------------|--------------|-------------|-----------|--------------------|
| SE Stoneybrook Court | 3014          | 23083        | MP 0.00     | MP 0.34   | 91,600;            |

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

**IT IS HEREBY ORDERED** that Clackamas County offers to surrender jurisdiction of SE Stoneybrook Court to the City of Happy Valley such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

**IT IS FURTHER ORDERED** that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

**IT IS FURTHER ORDERED** that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the roadway described herein, 91,600 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
SE Stoneybrook Court County Road No.  
3014, DTD No. 23083



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**IT IS FURTHER ORDERED** that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording  
and that copies be subsequently sent without charge to the Clackamas County Surveyor,  
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

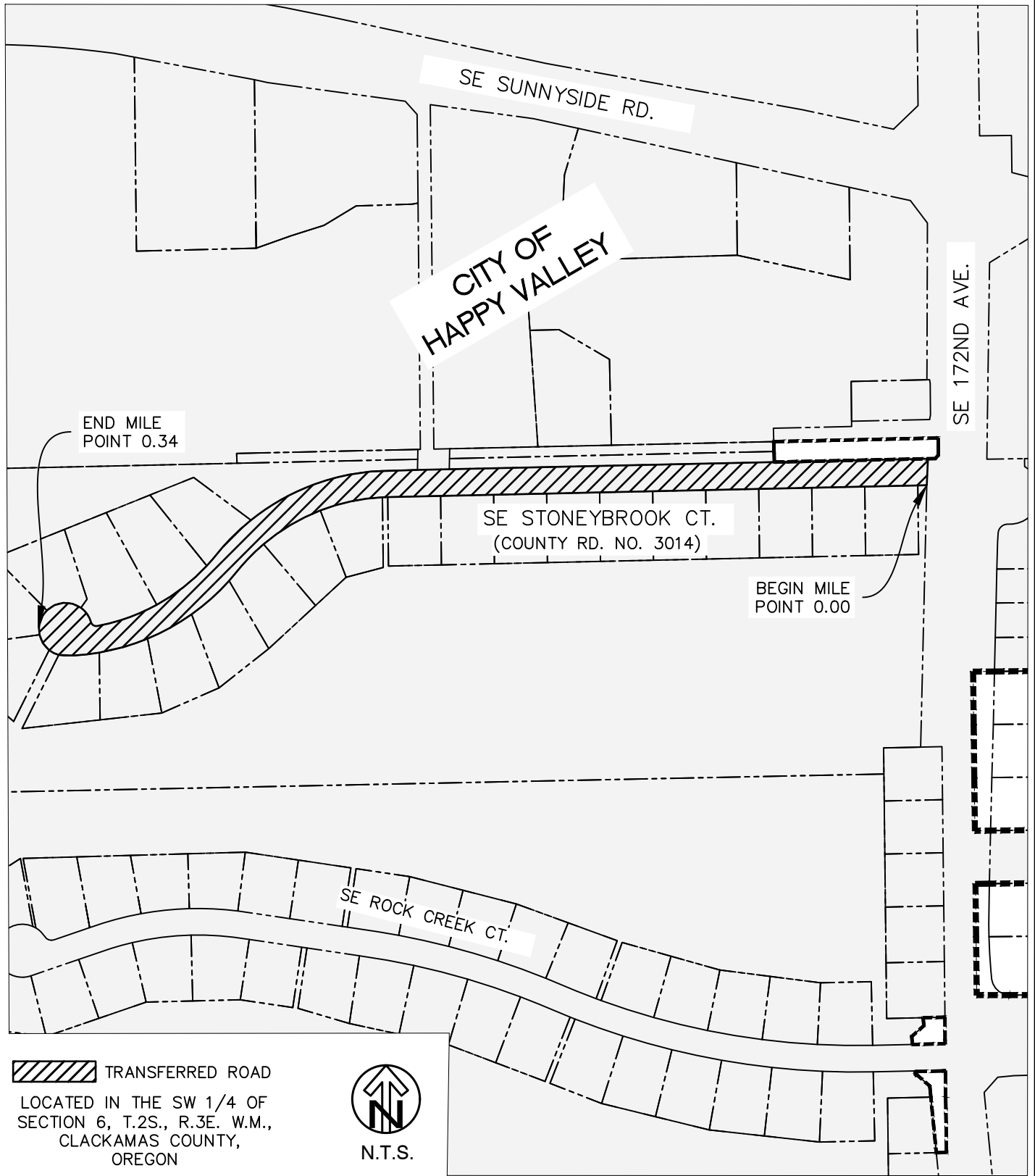
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

# EXHIBIT



DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: R. MAXWELL      DATE: 8/15/2018  
JURISDICTIONAL TRANSFER  
SE STONEYBROOK COURT  
COUNTY ROAD NO. 3014

SHEET  
1 OF 1





**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October, 18 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley of  
SE Hemrich Road (County Road #494)**

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Jurisdictional transfer of a SE Hemrich Road to the City of Happy Valley  |
| <b>Dollar Amount and Fiscal Impact</b> | Cost savings in the form of staff time and maintenance monies used on a County maintained portion of road located entirely within the City of Happy Valley. County forces have agreed to clean the ditches and culverts adjacent to SE Hemrich Road |
| <b>Funding Source</b>                  | Road Fund   |
| <b>Duration</b>                        | Upon execution; permanent.  |
| <b>Previous Board Action</b>           | N/A   |
| <b>Strategic Plan Alignment</b>        | Build a strong infrastructure<br>Build public trust through good government   |
| <b>Contact Person</b>                  | Rick Maxwell, Engineering Tech; 503-742-4671  |

There are certain County roads, such as SE Hemrich Road in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer SE Hemrich Road to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

The County and the City of Happy Valley have an agreement to transfer SE Hemrich Road containing approximately 165,050 square feet of Right-of-Way. By accepting jurisdiction over the SE Hemrich Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of SE Hemrich Road.

Respectfully Submitted,

Rick Maxwell- Engineering Technician  
Attachments: Board Order, Exhibit



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October, 18 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley of a portion of  
SE Sunnyside Road (County Road #1040)**

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Jurisdictional transfer of a portion of SE Sunnyside Road to the City of Happy Valley  |
| <b>Dollar Amount and Fiscal Impact</b> | Cost savings in the form of staff time and Maintenance monies used on a County maintained portion of road located entirely within the City of Happy Valley |
| <b>Funding Source</b>                  | N/A  |
| <b>Duration</b>                        | Upon execution; permanent  |
| <b>Previous Board Action</b>           | N/A  |
| <b>Strategic Plan Alignment</b>        | Build a strong infrastructure<br>Build public trust through good government  |
| <b>Contact Person</b>                  | Rick Maxwell, Engineering Tech; 503-742-4671   |

There are certain County roads, such as SE Sunnyside Road in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer a portion of SE Sunnyside Road to the City with the intent of streamlining planned roadway improvements, eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

The County and the City of Happy Valley have an agreement to transfer a portion SE Sunnyside Road containing approximately 71,400 square feet of Right-of-Way. By accepting jurisdiction over a portion of SE Sunnyside Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of a portion SE Sunnyside Road.

Respectfully submitted,

Rick Maxwell -Engineering Technician  
Attachments: Board Order, Exhibit

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Happy Valley, jurisdiction over Portions of SE Sunnyside Road County Road No.1040, DTD No. 12154



Board Order No. \_\_\_\_\_

*Page 1 of 2*

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer a portion of the following road:

| <u>Road Name</u>  | <u>Cnty #</u> | <u>DTD #</u> | <u>From</u> | <u>To</u> | <u>Square Feet</u> |
|-------------------|---------------|--------------|-------------|-----------|--------------------|
| SE Sunnyside Road | 1040          | 12154        | MP 4.75     | MP 4.92   | 71,400;            |

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

**IT IS HEREBY ORDERED** that Clackamas County offers to surrender jurisdiction of portions of SE Sunnyside Road to the City of Happy Valley such that full and absolute jurisdiction of said portions of roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

**IT IS FURTHER ORDERED** that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

**IT IS FURTHER ORDERED** that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 71,400 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
Portions of SE Sunnyside Road County  
Road No.1040, DTD No. 12154



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**IT IS FURTHER ORDERED** that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording  
and that copies be subsequently sent without charge to the Clackamas County Surveyor,  
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

# EXHIBIT

CITY OF  
HAPPY VALLEY


BEGIN MILE  
POINT 4.75

SE 172ND AVE.

SE SUNNYSIDE RD.

TAX LOT  
23E06DB 1000

END MILE  
POINT 4.92

 TRANSFERRED ROAD  
LOCATED IN THE NE 1/4 OF  
SECTION 6, T.2S., R.3E. W.M.,  
CLACKAMAS COUNTY,  
OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 8/28/2018  
JURISDICTIONAL TRANSFER  
SE SUNNYSIDE ROAD  
COUNTY ROAD NO. 1040

SHEET  
1 OF 1

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Happy Valley, jurisdiction over SE Hemrich Road County Road No. 494, DTD No. 13019



Board Order No. \_\_\_\_\_  
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer all of the following road:

| <u>Road Name</u> | <u>Cnty #</u> | <u>DTD #</u> | <u>From</u> | <u>To</u> | <u>Square Feet</u> |
|------------------|---------------|--------------|-------------|-----------|--------------------|
| SE Hemrich Road  | 494           | 13019        | MP 0.00     | MP 0.52   | 165,050;           |

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

**IT IS HEREBY ORDERED** that Clackamas County offers to surrender jurisdiction of SE Hemrich Road to the City of Happy Valley such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

**IT IS FURTHER ORDERED** that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

**IT IS FURTHER ORDERED** that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the roadway described herein, 165,050 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
SE Hemrich Road County Road No.  
494, DTD No. 13019



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**IT IS FURTHER ORDERED** that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording  
and that copies be subsequently sent without charge to the Clackamas County Surveyor,  
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

# EXHIBIT

SE FOSTER RD.

BEGIN MILE POINT 0.00

CITY OF HAPPY VALLEY

(COUNTY ROAD NO. 494)

CITY OF HAPPY VALLEY

SE HEMRICH RD.

SE 172ND AVE.

END MILE POINT 0.52



TRANSFERRED ROAD

LOCATED IN THE SW 1/4 OF SECTION 29, T.1S., R.3E. W.M., AND THE SE 1/4 OF SECTION 30, T.1S., R.3E. W.M., AND THE NE 1/4 OF SECTION 31, T.1S., R.3E. W.M., AND THE NW 1/4 OF SECTION 32, T.1S., R.3E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: R. MAXWELL

DATE: 8/15/2018

JURISDICTIONAL TRANSFER

SE HEMRICH ROAD  
COUNTY ROAD NO. 494

SHEET

1 OF 1



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HAPPY VALLEY  
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF SE VOGEL ROAD,  
A PORTION OF SE ARMSTRONG CIRCLE, SE ROCK CREEK COURT, SE  
STONEBROOK COURT, SE HEMRICH ROAD AND A PORTION OF  
SE SUNNYSIDE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Happy Valley (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

**RECITALS**

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the following roads lying entirely within the boundaries of the City are County Roads as defined in ORS 368.001: SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road. (the “County Roads”);

WHEREAS, the County Roads are depicted in Exhibits “A-F” and more particularly described in Exhibit “G,” all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of the County Roads;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of the County Roads pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that the County Roads should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of the County Roads pursuant to ORS 373.270, and the County has made the improvements and paid the amount of money set forth herein.

## **2. County Responsibilities.**

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. In the event the governing body of the County determines that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads, the County shall provide to the City the sum of \$106,000, which is equivalent to the cost of a 2-inch asphalt overlay on SE Rock Creek Court and SE Stoneybrook Court identified in the exhibits attached to this Agreement. Additionally, the County shall apply a slurry seal treatment to the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement. Finally, the County shall clean out the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road. The sum of \$106,000 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over SE Rock Creek Court and SE Stoneybrook Court is surrendered to the City. The slurry seal treatment shall be completed on the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement, and the County shall clean the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road on, or prior to, August 31, 2019.

## **3. City Responsibilities.**

- A. After the County has initiated the process to transfer jurisdiction of the County Roads, the City shall carry out those procedures set forth in ORS 373.270 for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of the County Roads, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. The City agrees to assume full and absolute jurisdiction over the County Roads in the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

## **4. Termination.**

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the

effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

#### 5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

#### 6. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties

any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, 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.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

**CLACKAMAS COUNTY**

**CITY OF HAPPY VALLEY**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Recording Secretary

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HAPPY VALLEY  
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF SE VOGEL ROAD,  
A PORTION OF SE ARMSTRONG CIRCLE, SE ROCK CREEK COURT, SE  
STONEBROOK COURT, SE HEMRICH ROAD AND A PORTION OF  
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WHEREAS, the County Roads are depicted in Exhibits “A-F” and more particularly described in Exhibit “G,” all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of the County Roads;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of the County Roads pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that the County Roads should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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## **2. County Responsibilities.**

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- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

#### 5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
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- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.



- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties

any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, 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.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

**CLACKAMAS COUNTY**

**CITY OF HAPPY VALLEY**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Recording Secretary