



DAN JOHNSON
DIRECTOR

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

June 22, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement between Clackamas County and the City of Wilsonville to transfer portions of SW Frog Pond Lane and SW Stafford Road. Total value \$45,446. Funding through Community Road Fund. No County General Funds are involved.

Previous Board Action/Review	6/12/23: Request for consent		
Performance Clackamas	1. Build trust with good government		
Counsel Review	Yes	Procurement Review	No
Contact Person	Rick Maxwell	Contact Phone	503-742-4671

EXECUTIVE SUMMARY:

There are certain County roads, such as SW Frog Pond Lane and SW Stafford Road in Wilsonville, 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. To eliminate confusion for the public and improve the efficiencies of maintenance and public service, a jurisdictional transfer is needed. This intergovernmental agreement (IGA) sets forth the process for the City to assume exclusive jurisdiction over portions of SW Frog Pond Lane and SW Stafford Road, which contains approximately 74,809 square feet of Right-of-Way in total. The proposed IGA also formalizes an agreement to provide funds to the City of Wilsonville in the amount of \$45,446 which is equal to the cost of a 2" asphalt overlay. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

For Filing Use Only

County staff has been negotiating with the City of Wilsonville and they have reached this agreement for the transfer of an approximately 1,427-foot-long section of SW Frog Pond Road and an approximately 890-foot-long section of SW Stafford Road.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Wilsonville related to the transfer of jurisdiction of SW Frog Pond Land and SW Stafford Road.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILSONVILLE
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
SW FROG POND LANE AND SW STAFFORD ROAD**

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

WHEREAS, portions of SW Frog Pond Lane and SW Stafford Road are County Roads, as defined in ORS 368.001, lying inside of the boundaries of the City; and

WHEREAS, the Parties agree that the City is best suited to assume jurisdiction of a portion of SW Frog Pond Lane, measuring approximately 1,427 feet in length and 47,096 square feet in area, and a portion of SW Stafford Road, measuring approximately 890 feet and 27,713 square feet in area, as more particularly described in Exhibits “A-1 and A-2” and depicted in Exhibits “B-1 and B-2,” which are attached hereto and incorporated by reference herein (“SW Frog Pond Lane and SW Stafford Road”); and

WHEREAS, transfer of jurisdiction with regards to SW Frog Pond Lane and SW Stafford Road will lead to efficient and consistent road maintenance activities and reduce any confusion on the part of the public as to which Party is responsible for the condition and maintenance of SW Frog Pond Lane and SW Stafford Road, which primarily serve the residents of the City; and

WHEREAS, it is the intent of the Parties that, as consideration for accepting jurisdiction over the portion of SW Frog Pond Lane and SW Stafford Road described herein, the County transfer to the City a sum equivalent to the cost of a 2-inch asphalt overlay on the portions of the subject roadways.

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. This Agreement shall expire automatically at the time the City assumes jurisdiction of the portions of SW Frog Pond Lane and SW Stafford Road described herein, pursuant to ORS 368 and ORS 373, and the County transfers the funds as described in Section 2.

2. **County Responsibilities.** If the County elects to surrender jurisdiction over SW Frog Pond Lane and SW Stafford Road and the City accepts jurisdiction over SW Frog Pond Lane and SW Stafford Road, as provided in ORS 373.270, the County shall provide to the City the sum of \$45,446, which is equivalent to the cost of the following improvement: a two-inch asphalt overlay on the portion of SW Frog Pond Lane and SW Stafford Road identified in the exhibits attached to this Agreement. The sum of \$45,446 identified in this paragraph shall be payable to the City within thirty (30) days of the date that the City provides written notice to the County, described in Section 3 below, that full and absolute jurisdiction over SW Frog Pond Lane and SW Stafford Road has been accepted by the City.
3. **City Responsibilities.** If the County elects to surrender jurisdiction over SW Frog Pond Lane and SW Stafford Road and the City accepts jurisdiction over SW Frog Pond Lane and SW Stafford Road as provided in ORS 373.270, the City shall provide written notice to the County after such time that the City completes the jurisdictional transfer process described in this Section 3 and has assumed full and absolute jurisdiction over the portion of SW Frog Pond Lane and SW Stafford Road identified in the exhibits attached to this Agreement.
4. **Termination.**
 - A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
 - B. 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.
 - C. 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, 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, subcontractors, or anyone over which the City has a right to control. Without limiting the foregoing, the Parties intend that the County shall incur no liability with regards to the City's actions or omissions in carrying out the Road Authority activities on SW Frog Pond Lane and SW Stafford Road, and the City agrees that its obligation to indemnify, save harmless, and

defend the County specifically applies to the Road Authority activities outlined in Section 3.

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 (3) 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 therefor. 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 WILSONVILLE

Chair




City Manager

Date

5/22/2023

Date

Recording Secretary



Recording Secretary

Exhibit "A-1"

SW Frog Pond Lane Transfer of Maintenance
Clackamas County to the City of Wilsonville

Description

A portion of SW Frog Pond Lane (C.R. No. 2362), lying in the Southeast ¼ of Section 12, Township 3 South, Range 1 West Willamette Meridian, Clackamas County Oregon, and more particularly described as follows:

All of that portion of said SW Frog Pond Lane West of the northerly extension of the easterly boundary line of that property described in Document No. 99-022102 and East of the easterly boundary line of that property described in 97-018310 of Clackamas County Deed Records.

having a length of 1427 feet and an area of 47,096 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-24

Exhibit "A-2"

SW Stafford Road Transfer of Maintenance
Clackamas County to the City of Wilsonville

Description

A portion of SW Stafford Road (C.R. No. 1208/M.R. No. 12), lying in the Southeast ¼ of Section 12, and the Southwest ¼ of Section 7, Township 3 South, Range 1 West Willamette Meridian, Clackamas County Oregon, and more particularly described as follows:

All of that portion of said SW Stafford Road bounded by the southerly boundary of the Wilsonville City limits, located at mile marker 0.50 and mile marker 0.32, being the easterly extension of the northerly right of way of Frog Pond Lane (C.R. 2362),

having a length of 890 feet and an area of 27,713 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Paull

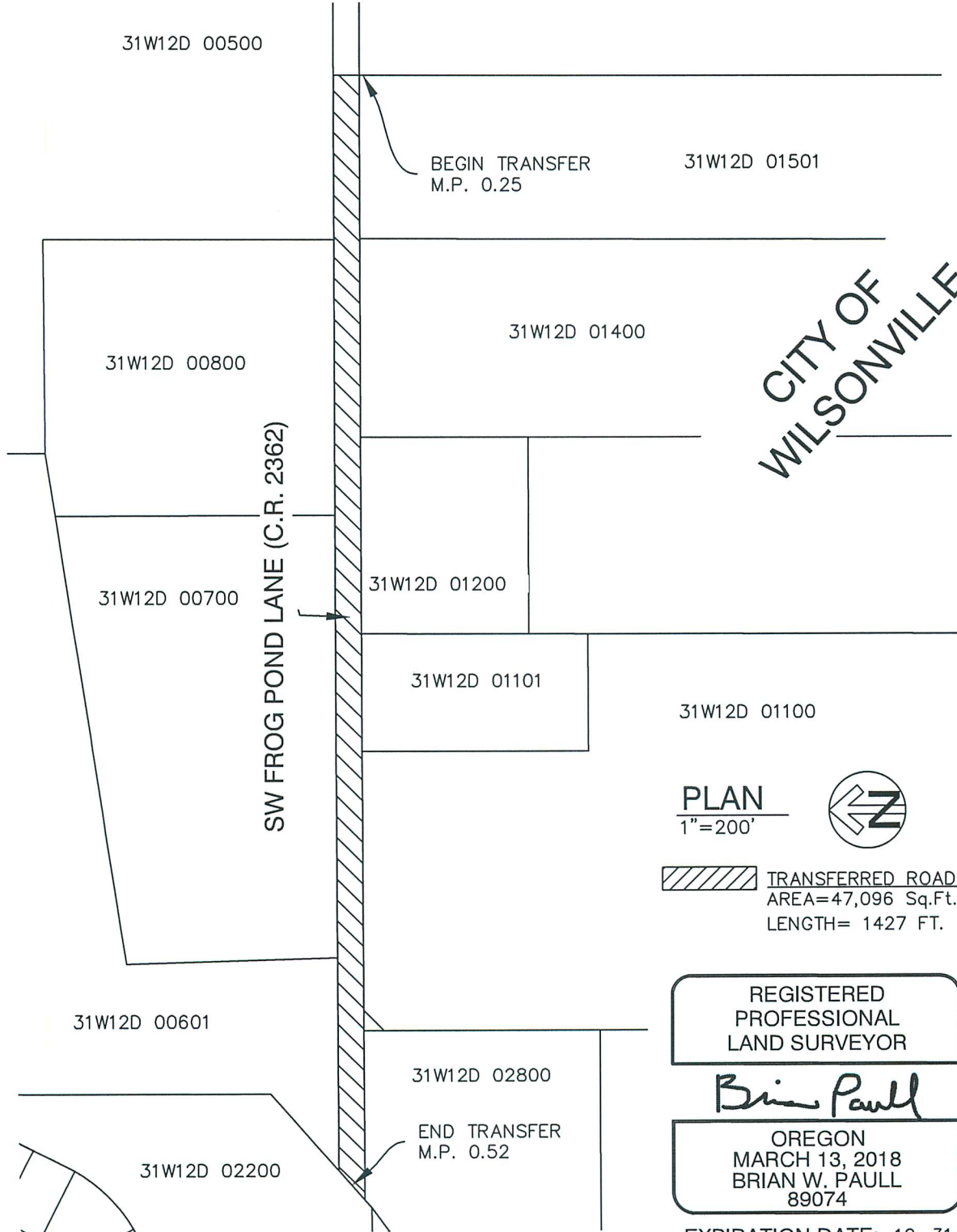
OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-24

EXHIBIT "B-1"


LOCATED IN THE SE 1/4 OF SECTION
12, T.3S., R.1W. W.M.,
CLACKAMAS COUNTY, OREGON

31W12D 01700



**CITY OF
WILSONVILLE**

PLAN
1"=200'

 TRANSFERRED ROAD
AREA=47,096 Sq.Ft.
LENGTH= 1427 FT.

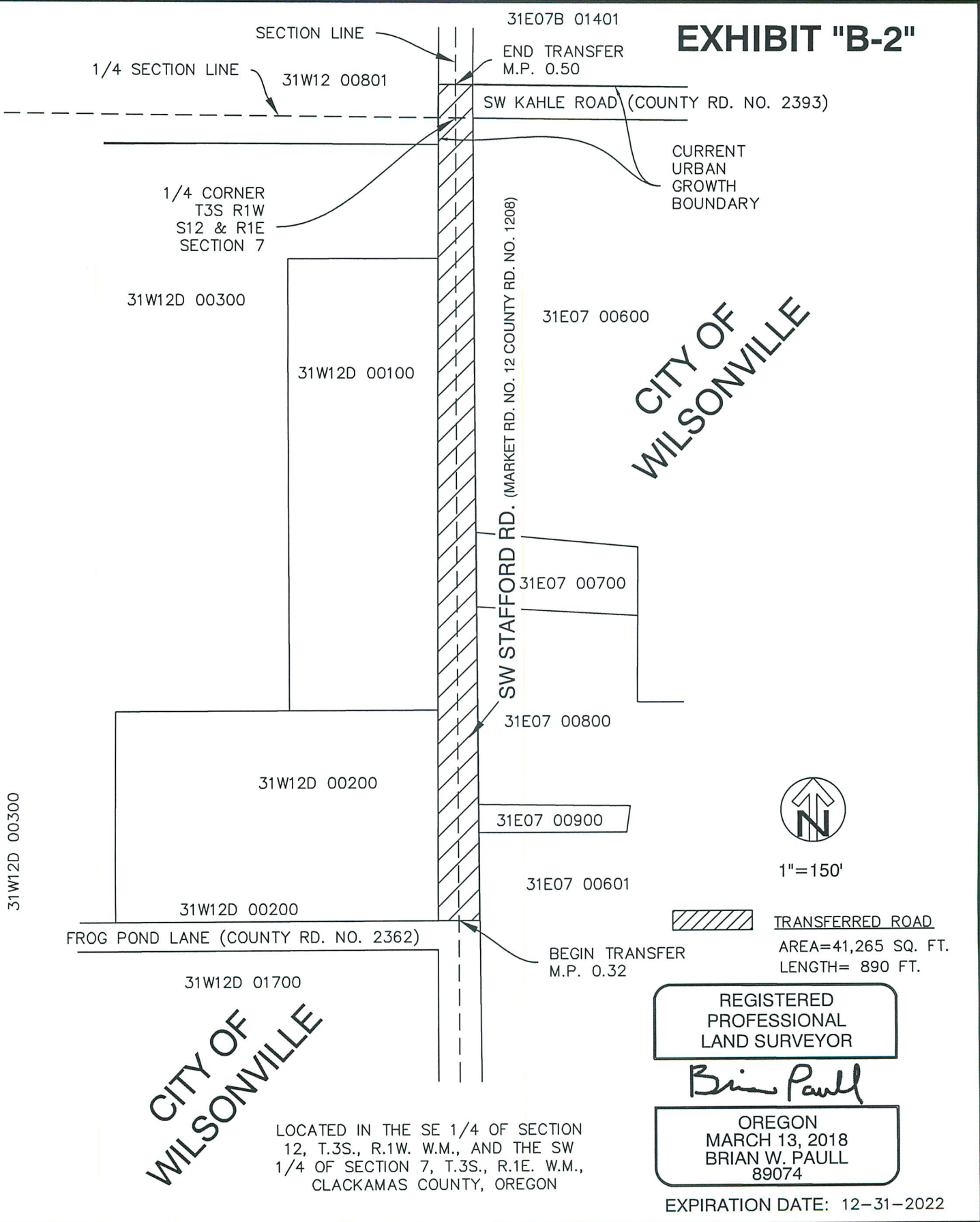
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-2022

EXHIBIT "B-2"



CITY OF WILSONVILLE

CITY OF WILSONVILLE

LOCATED IN THE SE 1/4 OF SECTION 12, T.3S., R.1W. W.M., AND THE SW 1/4 OF SECTION 7, T.3S., R.1E. W.M., CLACKAMAS COUNTY, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR

Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-2022