

**INTERGOVERNMENTAL AGREEMENT BETWEEN OREGON CITY AND
CLACKAMAS COUNTY CONCERNING:
Thayer Rd., Falcon Dr., Connie Ct., Thayer Ct.**

**BETWEEN: Clackamas County ("County")
and
The City of Oregon City ("City")**

This is an Intergovernmental Agreement ("Agreement") between Clackamas County, a political subdivision of the State of Oregon, and the City of Oregon City, a municipal corporation of the State of Oregon. It is an agreement whereby the County authorizes and the City agrees to undertake permitting authority and maintenance responsibilities for portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct. This Agreement is effective _____, 2013.

RECITALS

- A. WHEREAS, ORS Chapter 190 allows governmental entities to enter into agreements with other governmental entities for the performance of any governmental or other function that one party to the agreement has the authority to perform; and
- B. WHEREAS, the County has jurisdiction, including maintenance responsibilities, over the portion of Thayer Rd. located within the city limits of Oregon City, from the intersection with Maplelane Rd. to the city limits, approximately 0.35 miles; and
- C. WHEREAS, the County has jurisdiction, including maintenance responsibilities, over the portion of Falcon Dr. located within the city limits, from the intersection with Gaffney Ln. to Castleberry Loop, approximately 0.4_ miles; and
- D. WHEREAS, the County has jurisdiction, including maintenance responsibilities, over Connie Ct. located within the city limits, from the intersection with Glen Oak Rd. to the cul-de-sac dead end, approximately 0.09 miles; and
- E. WHEREAS, the County has jurisdiction, including maintenance responsibilities, over Thayer Ct. located within the city limits, from the intersection with Thayer Rd. to the cul-de-sac dead end, approximately 0.04 miles; and
- F. WHEREAS, when development has occurred in the above described areas, developers have been required to obtain permits from both the City and the County separately because of this overlapping jurisdiction; and
- G. WHEREAS, it would be more economical and efficient for developers, and would be in the best interest of the traveling public, to have a single jurisdiction issue all future development permits in this area; and
- H. WHEREAS, the County and the City agree that all development permits required on the above named roads within the City limits should be processed by the City; and
- I. WHEREAS, upon the County completing agreed maintenance responsibilities per Exhibit "A", the City will request transfer of road authority for these sections of road;

NOW THEREFORE, the County and the City agree as follows:

1. Transfer of Permitting Authority. The County transfers to the City, and the City accepts from the County, permitting authority over the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct.
 - 1.1. The County transfers to the City, and the City accepts from the County, all functions, duties, and responsibilities related to the review of all road use permits, driveway permits, and utility permits pertaining to the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct.
 - 1.1.1. All road use permits, driveway permits and utility permits shall be reviewed by and either issued or denied by the City. The City's standards shall be used to review permits.
 - 1.1.2. All corresponding permit fees shall be collected and retained by the City.
2. Transfer of Maintenance Responsibilities. The County shall retain all maintenance responsibility pertaining to the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct., and Thayer Ct. through August 31, 2013. The County shall complete the maintenance items listed in Exhibit A by August 31, 2013. After completion of listed maintenance items or August 31, 2013, whichever is sooner, the City shall request a jurisdictional transfer of the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct.
3. Transfer of Existing Documentation. The County shall provide the City any record drawings, mapping and utility data available for the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct. at the time of maintenance transfer.
4. Funding. The County and City shall each be responsible for their costs incurred to execute this Agreement. Neither the County nor the City shall be responsible for furnishing to the other personnel, equipment, supplies or materials.
5. Cooperation. Both parties shall cooperate in the pursuit of this Agreement and shall otherwise do all things that may be necessary under this Agreement, in compliance with applicable law. Both parties desire to revisit this cooperative arrangement as set out in Section 2 above to determine when full jurisdictional transfer should occur.
6. Effective Date. This Agreement shall become effective immediately upon its signing by each party's authorized representatives.
7. Termination. This Agreement shall remain in effect until full jurisdictional transfer of the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct. is complete. The parties specifically note that they expect the Resolution and Board Order transferring jurisdiction to occur before December 31, 2013.
8. Oregon Department of Transportation. On May 7, 2001 the State of Oregon, by and through its Department of Transportation ("ODOT"), entered into Local Agency Agreement No. 18,286 with the City and the County for the construction of roadway improvements at the intersection of Highway 213 and South Beaver Creek Rd. which involves both Thayer Rd. and Thayer Ct. This Local Agency Agreement was subsequently amended on April 9, 2003 to include maintenance responsibilities.
 - 8.1. The City and the County acknowledge the force and effect of Local Agency Agreement No. 18,286 and its subsequent Amendment. City and County covenant that the terms

of this Agreement shall not jeopardize the Oregon Department of Transportation's rights to enforce City and County maintenance obligations under Local Agency Agreement No. 18,286 and its Amendment.

- 8.2. The City and the County further note the existence of Oregon Transportation Commission Resolutions 624, 625 and 637; ODOT Miscellaneous Contracts and Agreements No. 7601; and ODOT Miscellaneous Contracts and Agreements No. 12,638. City and County covenant that the terms of this Agreement shall be construed consistent with those Resolutions and Contracts and Agreements, and not jeopardize any rights, title or interest created or recognized in those Resolutions and Contracts and Agreements.
- 8.3. The City and the County recognize that during the term of this Agreement, property now owned in fee by the State of Oregon by and through ODOT that is located adjacent to the roadways subject to this Agreement may be transferred to the ownership of the City. The City and the County declare that the terms of this Agreement shall apply without regard to the ownership of any parcel and that no aspect of this Agreement should be construed as barring or otherwise acting as an impediment to any subsequent transfer.
9. Indemnification. The parties, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30 and the respective limitations on indebtedness contained in Article XI, section 10 of the Oregon Constitution and Section 43 of the Oregon City Charter, shall defend, indemnify and save harmless each other, their officers, employees and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions, arising from their respective negligence, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to this Agreement. The County and the City each agree to give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.
10. Notice: Any notice under this Agreement shall be given in writing by personal delivery or mailing the same, postage prepaid as certified mail, to the addresses below, or such other address as either party may hereafter indicate. Any notice so addressed and mailed shall be deemed to have been received five (5) days after the date postmarked.

County Address: Transportation Engineering Manager
Department of Transportation and Development
Development Services Building
150 Beaver Creek Rd.
Oregon City, OR 97045

City Address: City Manager
City of Oregon City
625 Center Street
PO Box 3040
Oregon City, Oregon, 97045

11. Laws of Oregon. This Agreement shall be governed by the laws of the State of Oregon and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All terms

and conditions necessary to be inserted into public contracts in the State of Oregon are hereby incorporated as if such provisions were a part of this Agreement.

12. Attorney's fees. In the event legal action is brought by the City or the County against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party's attorneys fees, costs and expenses. "Legal action" shall include matters subject to arbitration and appeals.
13. Insurance: The City agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
14. Amendment: The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment must be in writing, must refer specifically to this Agreement, and shall become effective only when executed by the County and the City.
15. No Third Parties: The County and the City are the only parties to this Agreement and are the only entities entitled to enforce its terms.
16. Relationship: The County and the City have no relationship other than that set out in this Agreement and other agreements. The County and the City are independent of each other. The County and the City are not in an agency relationship. The County has no control over the work done by the City or the manner in which it is performed. Neither the County nor the City, or their officers, employees, or agents, may participate in each other's pension plan, insurance, bonus, or similar benefits or programs.
17. Entire Agreement: The Agreement and its attached exhibit constitute the entire agreement between the parties.
18. Severability: If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of its remaining provisions shall not in any way be affected or impaired.

By signature below, the County and the City certify that the individuals presented are representatives of their respective bodies and are authorized to act in the matters set out in this Agreement, and execute this Agreement by the dates set forth below.

CLACKAMAS COUNTY, OREGON

By: _____
Chair

Recording Secretary

Date: _____, 2013

CITY OF OREGON CITY, OREGON

By: _____
Doug Neeley, Mayor

By: _____
City Recorder

Date: _____, 2013

EXHIBIT A

THAYER RD MAINTENANCE ITEMS

1. Crack seal.
2. Chip seal & fog seal.
3. Dig out ditches as needed (especially on the south side).
4. Clean out Catch Basins.
5. Clean out Culverts.
6. Trim vegetation.

FALCON DR MAINTENANCE ITEMS

7. Crack seal.
8. Chip seal and fog seal.
9. Trim vegetation.

CONNIE CT MAINTENANCE ITEMS

10. Crack seal.
11. Chip seal fog seal.
12. Trim vegetation.

THAYER CT MAINTENANCE ITEMS

13. Crack seal.
14. Chip seal and fog seal.
15. Trim vegetation.