

RESOLUTION NO. 3056

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE THE INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY FOR JURISDICTION TRANSFER OF A PORTION OF SW FROG POND LANE AND SW STAFFORD ROAD.

WHEREAS, ORS 190.03 – 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all activities and functions that a Party to the agreement has the authority to perform; and

WHEREAS, portions of SW Frog Pond Lane and SW Stafford Road as described in **EXHIBIT A** attached herein (Roadways) are Clackamas County roads as defined in ORS 368.001, lying inside the boundaries of the City; and

WHEREAS, the Roadways are identified as part of the future Wilsonville transportation network as part of the Frog Pond West Master Plan and Wilsonville Transportation System Plan; and

WHEREAS, Wilsonville jurisdiction over roadways within the Frog Pond West neighborhood is desired and necessary to apply City design and construction standards in accordance with the Frog Pond West Master Plan and Wilsonville Transportation System Plan; and

WHEREAS, the Roadways are the remaining portions of Clackamas County roadways within the Frog Pond West neighborhood to have jurisdiction transferred to the City; and

WHEREAS, the cost of a 2-inch asphalt overlay of the portions of the subject roadways represents just compensation as consideration for accepting jurisdiction over the Roadways; and

WHEREAS, an Intergovernmental Agreement (IGA) is required for Clackamas County to compensate the City upon successful jurisdiction transfer of the Roadways from Clackamas County to the City.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The City Council authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, the IGA between the City of Wilsonville and Clackamas County for jurisdiction transfer of a portion of SW Frog Pond Land SW Stafford Road, substantially in the form attached as **EXHIBIT A**.

Section 2. The City Manager is authorized to sign the Intergovernmental Agreement in substantially the form attached hereto but, with latitude to make minor revisions, as determined by the City Engineer, to reflect needed variances and clarifications.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of May, 2023, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
8A974AE3ADE042E

JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

- A. Intergovernmental Agreement Between the City of Wilsonville and Clackamas County Related to Transfer of a Portion of SW Frog Pond Lane and SW Stafford Road.

EXHIBIT A

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

Date

Recording Secretary

Recording Secretary

Exhibit "A-1"

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

Description

A portion of SW Frog Pond Lane (C.R. No. 2362), lying in the Southeast $\frac{1}{4}$ of Section 12, and the ,
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: 12-31-2022

Exhibit "A-2"

SW Stafford Road Transfer of Maintenance

Clackamas County to the City of Lake Oswego

Description

A portion of SW Stafford Road (C.R. No. 1208/M.R. No. 12), lying in the Southeast $\frac{1}{4}$ of Section 12, and the Southwest $\frac{1}{4}$ 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 Lake Oswego City limits, located at mile marker 0.50 and mile marker 0.32, being the easterly extension of the northerly right of way line of Frog Pond Lane (C.R. No. 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: 12-31-2022

EXHIBIT "B-1"

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

31W12D 01700

31W12D 00500

BEGIN TRANSFER
M.P. 0.25

31W12D 01501

31W12D 00800

31W12D 01400

CITY OF
WILSONVILLE

31W12D 00700

31W12D 01200

31W12D 01101

31W12D 01100

SW FROG POND LANE (C.R. 2362)

31W12D 00601

31W12D 02800

END TRANSFER
M.P. 0.52

31W12D 02200

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

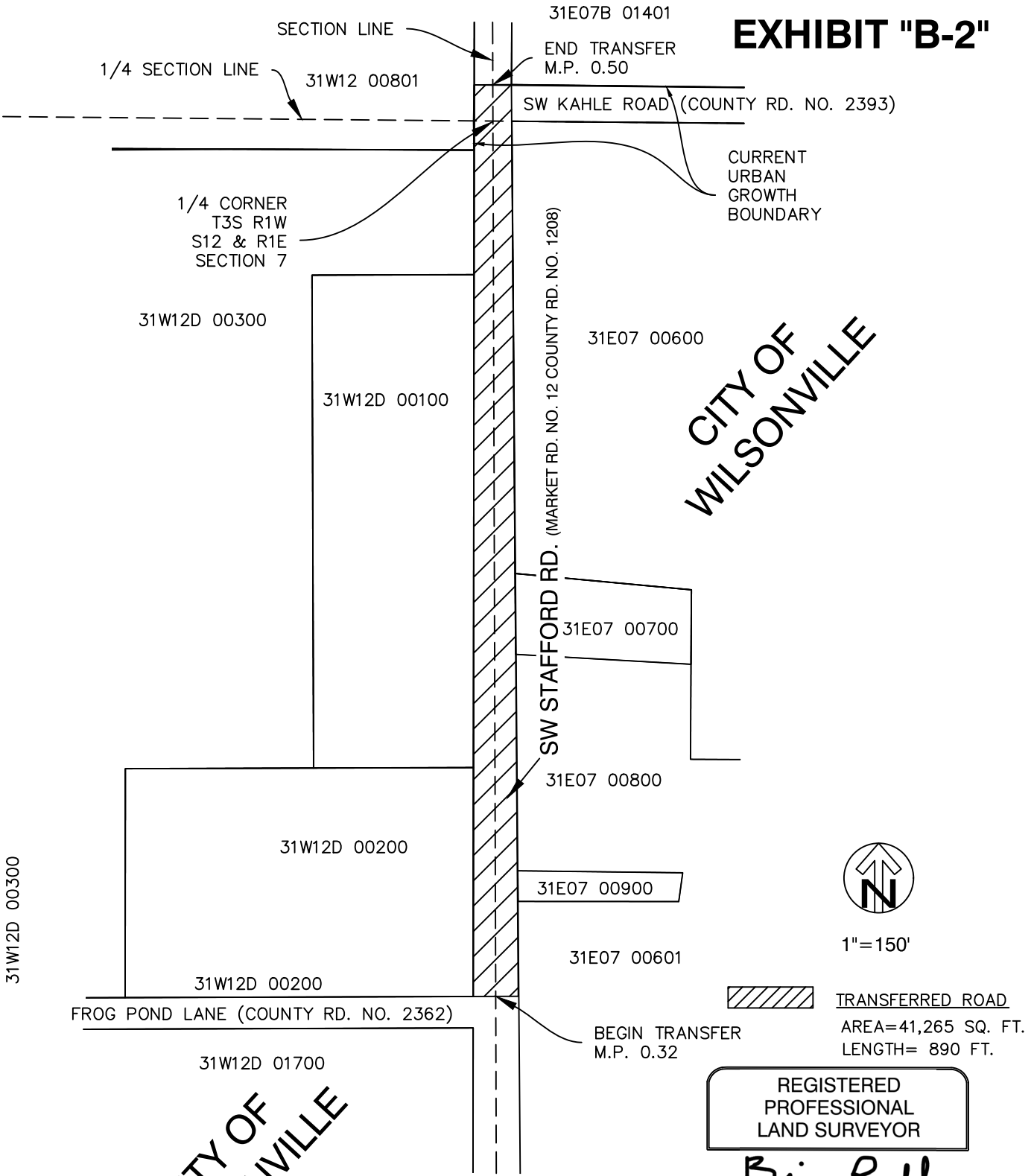
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



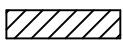
BY: BWP DATE: 06/072022
JURISDICTIONAL TRANSFER OF A
PORTION OF SW FROG POND
LANE

SHEET
1 OF 1

EXHIBIT "B-2"



1"=150'

 **TRANSFERRED ROAD**
 AREA=41,265 SQ. FT.
 LENGTH= 890 FT.

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Brian Paull

OREGON
 MARCH 13, 2018
 BRIAN W. PAULL
 89074

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

EXPIRATION DATE: 12-31-2022

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



BY: *BWP* DATE: 06/7/2022
 JURISDICTIONAL TRANSFER OF A
 PORTION OF SW STAFFORD ROAD
 MARKET RD. NO. 12 COUNTY RD. NO. 1208

SHEET
 1 OF 1