

RESOLUTION NO. 1716

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CENTRAL POINT, OREGON, AND JACKSON
COUNTY, OREGON, FOR THE JURISDICTIONAL TRANSFER OF ROADS

RECITALS:

A. WHEREAS, the City and Jackson County have agreed upon Road Transfers that are within the City Limits and Urban Growth Boundary of Central Point;

B. WHEREAS, as a condition of road transfer the County will contribute \$850,000 towards the Hamrick Road at E. Pine Street signal upgrades; and

C. WHEREAS, as an additional condition of road transfer the County will chip seal Beebe and Gebhard Roads in 2023 FY.

The City of Central Point resolves as follows:

Section 1. The City Council hereby accepts the intergovernmental agreement between the City of Central Point, Oregon and Jackson County, Oregon, for the jurisdictional transfer of roads in substantially the form attached hereto as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the agreement and any related documents necessary to effectuate the agreement.

Section 3. This Resolution shall take effect immediately from and after its passage and approval.

Passed by the Council and signed by me in authentication of its passage
this 23 day of June, 2022.


Mayor Hank Williams

ATTEST:


City Recorder

Resolution No. 1716 (Council Meeting 6/23/2022)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CENTRAL POINT, OREGON, AND JACKSON COUNTY,
OREGON, FOR THE JURISDICTIONAL TRANSFER OF ROADS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between the CITY OF CENTRAL POINT, an Oregon municipal corporation (hereinafter "CITY"), and JACKSON COUNTY, a political subdivision of the State of Oregon (hereinafter "COUNTY"), collectively referenced herein as the PARTIES, for the jurisdictional exchange of COUNTY roads within the CITY.

WHEREAS, the COUNTY presently has jurisdiction over COUNTY maintained roads that are within the corporate limits, or Urban Growth Boundary of the CITY, hereinafter "Subject Roads," as defined below and as shown in Exhibit B; and

WHEREAS, the COUNTY wishes to provide improvements to the intersection of Hamrick Road and Biddle Road, as shown in Exhibit A, hereinafter "PROJECT"; and

WHEREAS, the CITY wishes to provide the COUNTY \$500,000 as financial assistance towards the PROJECT; and

WHEREAS, the COUNTY wishes to provide asphalt repairs and a chip seal on portions of Gebhard and Beebe Roads; and

WHEREAS, the CITY has an ongoing street maintenance and improvement program for Subject Roads; and

WHEREAS, the PARTIES desire to exchange road jurisdiction of Subject Roads under the jurisdiction of the COUNTY within the corporate limit, or Urban Growth Boundary of the CITY as provided below; and

WHEREAS, the CITY and COUNTY are authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes.

DEFINITIONS

"Subject Roads" is defined and described as all land within the public right of way boundaries of the roads as follows:

- i. Beebe Road
- ii. Boes Avenue (Teresa Way - 250' West of Raymond Way)
- iii. Carlton Avenue (Tulane Avenue - Sunland Avenue)
- iv. Edella Avenue (Beall Lane - 1630' North)
- v. Gebhard Road
- vi. Hamrick Road
- vii. Hanley Road (West Pine Street – Beall Lane)
- viii. Libby Street (Edella Avenue – Bursell Road)

- ix. Old Upton Road
- x. Pittview Avenue (Bursell Road - 1,220' east)
- xi. Raymond Way (Old Upton Road – 230' North of Boes Avenue)
- xii. Sunland Avenue (Taylor Road – Tulane Avenue)
- xiii. Taylor Road (200' west of Silver Creek Drive – east intersection with Grant Road)
- xiv. Teresa Way
- xv. Tulane Avenue
- xvi. West Pine Street (Glenn Way – Hanley Road)

AGREEMENT

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, it is mutually agreed by the CITY and COUNTY as follows:

1. CITY OBLIGATIONS

- A. Within 30 calendar days of the Effective Date of this Agreement, the CITY shall initiate the process to adopt a Resolution or other appropriate municipal legislation (as described in ORS 373.270(6)(a)) requesting that the COUNTY surrender all right, title, interest, jurisdiction, maintenance, and control of the Subject Roads to the CITY, and thereafter pursue the same with reasonable diligence. The CITY may place conditions on this request as set forth in Subsection 2.A. of this Agreement.
- B. Within 30 days of the COUNTY issuance of a Notice to Proceed to a licensed contractor for the PROJECT, CITY shall make a one-time payment of \$500,000 to the COUNTY.
- C. CITY shall provide all construction management services for the PROJECT, including, but not limited to project inspection, submittal reviews, interagency coordination and review and approval of progress payments.

2. COUNTY OBLIGATIONS

- A. Within 30 days of the Effective Date of this Agreement, COUNTY shall execute a contract with a licensed contractor for the PROJECT. Such contract shall include provisions requiring the contractor to name both City and County as additional insured and shall contain provisions requiring said licensed contractor to indemnify both CITY and COUNTY.
- B. The COUNTY will provide asphalt repairs and a chip seal on Gebhard and Beebe Roads from Aristona Drive to 1,400' north of the Beebe/Gebhard prior to December 31, 2022.
- C. Within 90 days of receipt of appropriate municipal legislation (as described in ORS 373.270(6)(a)) requesting the surrender of all right, title, interest, jurisdiction, maintenance, and control of the Subject Roads, the COUNTY shall provide notice and hold a public hearing to consider the request as described in ORS 373.270.
- D. If following the public hearing as required in subsection 2.C. of this Agreement, the COUNTY determines to surrender jurisdiction as requested, COUNTY shall adopt an Order surrendering jurisdiction. After passage of order, the COUNTY shall have no

further obligation, financial, or otherwise, with regard to the Subject Roads.

- E. COUNTY agrees to furnish any and all maps, records, permits, as-built drawings and any other related data in COUNTY's possession upon adoption of the Order described in Subsection 2.D. of this Agreement.
3. EFFECTIVE DATE. This Agreement shall become effective upon its execution by both Parties. If the Parties sign on separate dates, the latter date shall become the Effective Date.
4. GENERAL PROVISIONS
- A. Indemnification. Unless prohibited by the Oregon Tort Claims Act or the Oregon Constitution, and subject to the limits of the Oregon Tort Claims Act, the PARTIES shall indemnify and hold harmless each other as follows:
 - i. Indemnification by City. The CITY shall defend, indemnify and hold harmless the COUNTY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the CITY, its officers, employees, elected officials, or agents acting under this Agreement.
 - ii. Indemnification by County. The COUNTY shall defend, indemnify and hold harmless the CITY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the COUNTY, its officers, employees, elected officials, or agents acting under this Agreement.
 - B. Amendments. This Agreement may be amended at any time by the mutual written agreement of both the CITY and the COUNTY.
 - C. Entire Agreement. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are null and void and of no further force or effect.
 - D. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
 - E. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
 - F. Counterparts. This Agreement may be executed in several counterparts, 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.

- G. Debt Limitation. This Agreement is expressly subject to the debt limitation of the Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

- H. Termination for Breach. This Agreement may be terminated in the event of a breach of the Agreement by any party. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) calendar days of the date of notice, or within such period as the party giving notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- I. Notice. Any notice to another party of this Agreement that is required or permitted under this Agreement is deemed received by the other party: three (3) days after deposited in the United States mail, certified and postage paid, and addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing, or upon the actual date of personal delivery or service.

If to Jackson County:
Jackson County – County Administrator
10 South Oakdale, Room 214
Jackson County, Oregon 97501

If to the City of Central Point:
City of Central Point- City Manager
140 South Third Street
Central Point, Oregon 97520

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF CENTRAL POINT:

JACKSON COUNTY:

Chris Clayton, City Manager

Danny Jordan, County Administrator

Date:

Date: