

**AGREEMENT
BETWEEN
Washington County and the City of Portland**

**FOR A DISTRIBUTION FROM THE MAJOR STREETS
TRANSPORATION IMPROVEMENT PROGRAM (MSTIP)**

THIS AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, referred to as "COUNTY"; and the City of Portland, a municipal corporation in the State of Oregon, acting by and through its City Council, referred to as "CITY".

BACKGROUND AND STATEMENT OF PURPOSE

1. COUNTY approved the MSTIP 3e program in October 2016 that contained a distribution for One Million Dollars and 00/100 (\$1,000,000.00) for the Garden Home Rd/Multnomah Blvd Intersection improvement project, hereinafter referred to as "PROJECT".
2. As documented by the Intergovernmental Agreement Transfer of Road Jurisdiction (County Contract No. 27923), CITY Ordinance No. 165422, and COUNTY R&O No. 92.110, attached collectively as Exhibit A and incorporated by reference, COUNTY transferred jurisdiction of SW Garden Home Road, east of SW 71st, to CITY in 1992.
3. PROJECT will be solely administered by CITY.
4. ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

AGREEMENT

In consideration of the background and statement of purpose and the terms, conditions and covenants, the parties agree as follows:

1. COUNTY OBLIGATIONS

- 1.1 COUNTY shall distribute Five Hundred Thousand Dollars (\$500,000.00) within sixty (60) calendar days after full execution of AGREEMENT and receipt of an invoice from CITY. The COUNTY shall distribute the remaining Five Hundred Thousand Dollars (\$500,000.00) within thirty (30) calendar days after receipt of an invoice from CITY to be submitted to County no earlier than July 1, 2019. The total distribution to CITY by

COUNTY shall not exceed but be equal to One Million Dollars (\$1,000,000).

- 1.2 COUNTY authorizes CITY to construct the intersection improvements within COUNTY boundaries as part of PROJECT.
- 1.3 COUNTY shall maintain PROJECT elements that are outside of CITY's jurisdiction and within COUNTY's jurisdiction, provided that said elements are approved by COUNTY permit, which shall be granted by COUNTY without unreasonable conditions or delay. COUNTY shall provide all permit conditions and specifications to CITY prior to commencement of construction of the Project.
- 1.4 COUNTY agrees to waive temporary and permanent traffic control permit fees.

2. CITY OBLIGATIONS

- 2.1 CITY shall invoice COUNTY for Five Hundred Thousand Dollars (\$500,000.00) within sixty (60) days of execution of this Agreement. CITY shall invoice the COUNTY for the remaining Five Hundred Thousand Dollars no sooner than July 1, 2019.
- 2.2 CITY will share with COUNTY 30/60/90/100% plans for PROJECT.
- 2.3 CITY shall be responsible for all temporary and permanent traffic control for PROJECT and is responsible to obtain all necessary CITY and COUNTY permits for temporary and permanent traffic control.
- 2.4 CITY will construct any permanent improvements located within County jurisdiction to conform to County standards.

3. ADMINISTRATIVE EXPENSES

- 3.1 COUNTY and CITY will each bear the administrative cost of performance of their respective obligations under this AGREEMENT.

4. GENERAL PROVISIONS

4.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

4.2 DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

4.3 CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against COUNTY or CITY with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which COUNTY is jointly liable with CITY (or would be if joined in the Third Party Claim), COUNTY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CITY in such proportion as is appropriate to reflect the relative fault of COUNTY on the one hand and of CITY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of COUNTY on the one hand and of CITY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. COUNTY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if COUNTY had sole liability in the proceeding.

Except for third-party contract claims of City contractors, for which the CITY will be fully responsible, with respect to a Third Party Claim for which CITY is jointly liable with COUNTY (or would be if joined in the Third Party Claim), CITY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by COUNTY in such

proportion as is appropriate to reflect the relative fault of CITY on the one hand and of COUNTY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CITY on the one hand and of COUNTY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding. This paragraph (4.3) survives the termination of this IGA.

4.4 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

4.5 DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

4.6 REMEDIES

Subject to the provisions in paragraph 4.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

4.7 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be

excused.

4.8 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

4.9 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

5. TERMS OF AGREEMENT

5.1 This Agreement becomes effective on the last date signed below and shall terminate four (4) years from the effective date except as provided in paragraph 5.2 below.

5.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the PROJECT as necessary.

5.3 If COUNTY terminates this Agreement, CITY shall be entitled to reimbursement of its reasonable costs associated with planning, designing, bidding, and constructing PROJECT up to the time of termination. In no event, shall the CITY's reimbursement costs exceed the distribution amount as set forth in County Obligations.

5.4 If CITY terminates this Agreement and does not construct PROJECT within four (4) years from the effective date of this Agreement, COUNTY shall be entitled to reimbursement in the amount of unspent funds already distributed as of the date of the termination.

DATED this _____ day of _____, 2019.

CITY OF PORTLAND, OREGON

WASHINGTON COUNTY, OREGON

Commissioner in Charge
Portland Bureau of Transportation

CHAIR, Board of County
Commissioners

RECORDING SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

COUNTY COUNSEL

C.R.
2825
T/J

SURRENDER OF JURISDICTION
OF A PORTION OF S.W. GARDEN
HOME RD.(C.R. 689) & S.W.
MULTNOMAH BLVD.(C.R. 1761)
TO THE CITY OF PORTLAND

Exhibit B

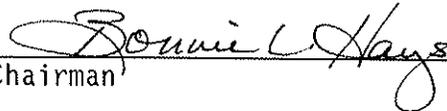
RESOLVED AND ORDERED that the County Surveyor of Washington County, Oregon, be and hereby is ordered to amend as necessary the official records of Washington County, Oregon, to indicate the surrender of jurisdiction as herein above described; and it is further

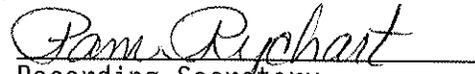
RESOLVED AND ORDERED that the County Surveyor be, and hereby is authorized and directed to forward a certified copy of this Resolution and Order to the City of Portland, Oregon, as due notice of the surrender of jurisdiction.

DATED this 1st day of September, 1992.

LARRANCE - ABSENT
HAYS - AYE
PETERS - AYE
ROGERS - AYE
CHRISTY - AYE

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON


Chairman


Recording Secretary

Approved as to form:

/s/ Dan R. Olsen
Chief Assistant County Counsel
Date: 1/24/90

Page 2 - R&O No. 92-110
Surrender of Jurisdiction C.R. #2825 T/J

PH2825TJ/CP/2&3
8/11/92

**PROPOSED SURRENDER OF JURISDICTION
AS REQUESTED BY THE CITY OF
PORTLAND**

DESCRIPTION

A PORTION OF COUNTY ROAD NO. 689

SEE EXHIBIT "B"

(SW GARDEN HOME ROAD lying east of SW 71st Avenue)

All that portion of County Road No. 689 lying between the northerly extension of the east line of 71st Avenue and the Washington County east boundary line. Said road also lying in the southeast one quarter of Section 24, T1S, R1W, W.M.

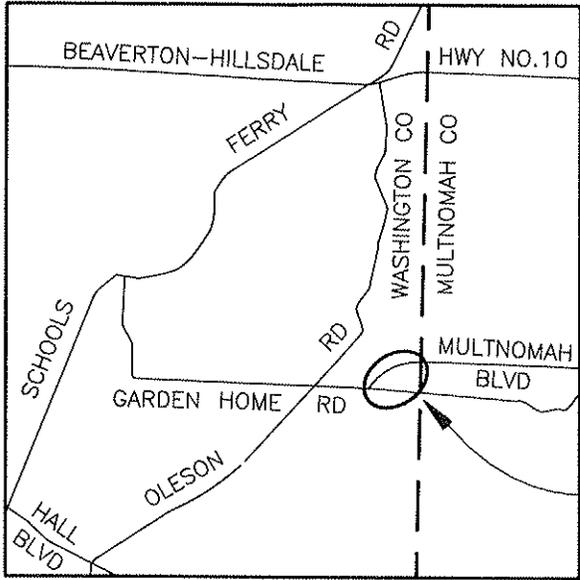
COUNTY ROAD NO. 1761

SEE EXHIBIT "B"

(SW MULTNOMAH BOULEVARD)

County Road No. 1761 said road lying in the southeast one quarter of Section 24, T1S, R1W, W.M.

**PROPOSED SURRENDER
OF JURISDICTION**



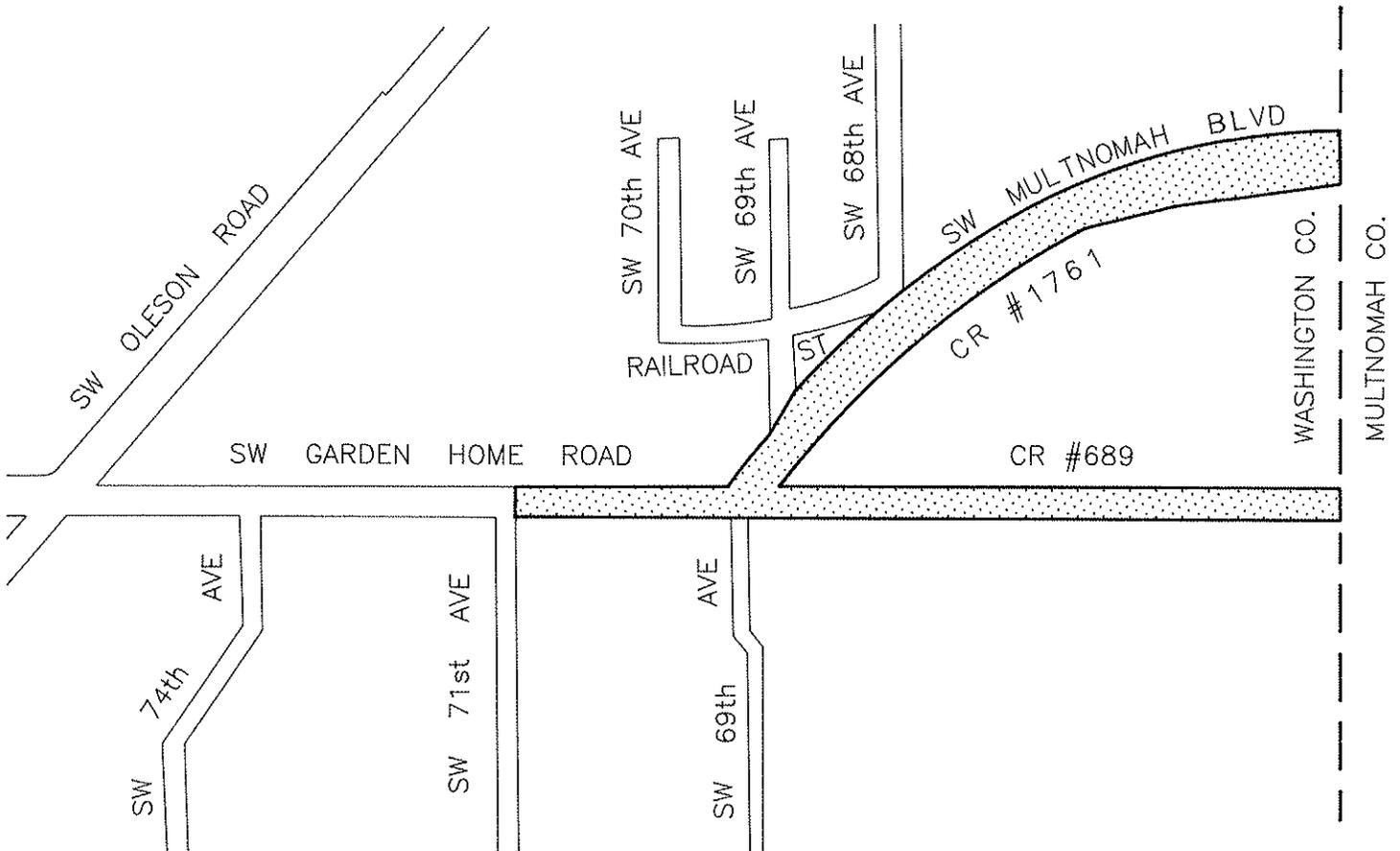
VICINITY MAP

SITE



NOT TO SCALE

C.R. 2825 T/J
A PORTION OF
C.R. 689
(S.W. GARDEN HOME RD.)
AND
C.R. 1761
(S.W. MULTNOMAH BLVD.)



IN THE BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

FILED
AUG 11 1992
Washington County
County Clerk

In the Matter of the Resolution of the)
Board of County Commissioners of the)
State of Oregon for Washington County)
Declaring its Intention to Surrender)
Jurisdiction of Portions of County)
Roads No. 689 and 1761.)

A F F I D A V I T

O F

P O S T I N G
(County Road No. 2825 T/J)

I, R. Charles Pearson, County Surveyor of Washington County, Oregon being duly sworn, depose and say: That on the 24th day of July, 1992, I posted two copies of Resolution and Order, No. 92-89, which are true and facsimile copies of the original in two public and conspicuous places within the city limits of Portland, Oregon, and described as follows, to-wit:

One on a power pole at the Southeast corner of S.W. 69th Avenue and S.W. Garden Home Road; and

One on a power pole on the South side of S.W. Multnomah Blvd. in front of a business located at 6715.

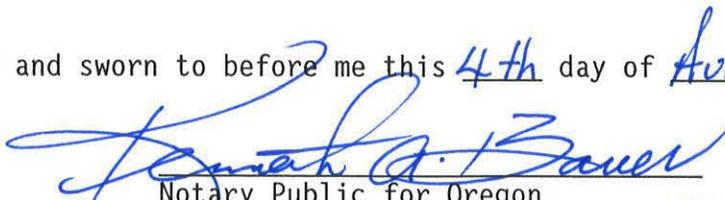
That on the 24th day of July, 1992, I also caused to be posted one copy of said Resolution and Order No. 92-89 which is a true and facsimile copy of the original on the bulletin board in the County Courthouse, in the City of Hillsboro, Washington County, Oregon, the place of holding of the Board of County Commissioners of the State of Oregon, for Washington County.

Dated this 4th day of August, 1992



R. Charles Pearson
Washington County Surveyor

Subscribed and sworn to before me this 4th day of August, 1992.



Notary Public for Oregon
My Commission Expires 4-19-93



AGENDA

LUT

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category Consent - Land Use and Transportation

Agenda Title TRANSFER OF JURISDICTION - SET DATE FOR PUBLIC HEARING - A PORTION OF COUNTY ROAD NO. 689 AND COUNTY ROAD NO. 1761 TO THE CITY OF PORTLAND

To be presented by Michael A. Borresen, Engineering/Surveying Manager *MAB*

SUMMARY (Attach Supporting Documents if Necessary)

The City of Portland has, by intergovernmental agreement (Washington County Minute Order No. 92-88), requested the transfer of jurisdiction of a portion of County Road No. 689 and County Road No. 1761 from Washington County to the City of Portland. ORS 373.270 requires the county to hold a public hearing on this matter. A Resolution and Order has been prepared setting September 1, 1992 as the date for a Public Hearing on this matter.

- Attachments:
1. Resolution and Order with Exhibit "A" (Description) and "B" (Map)
 2. Copy of Intergovernmental Agreement No. 27923

DEPARTMENT'S REQUESTED ACTION:



Approve the Resolution and Order setting a public hearing for September 1, 1992 on surrender of jurisdiction of certain roads to the City of Portland.

6/17/92
CR2825TJ/1
MAB:CP:hs

COUNTY ADMINISTRATOR'S RECOMMENDATION:

RO 92-89

Agenda Item No.	0.
Date	July 21, 1992

-00 133

IN THE BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

FILED
JUL 24 1992
Washington County
County Clerk

In the Matter of SURRENDER OF)
JURISDICTION of a Portion of County)
Road No. 689 and County Road No.)
1761 to the City of Portland, Oregon)

RESOLUTION AND ORDER
NO. 92-89
(CR 2825 T/J)

This matter having been considered by the Board of County Commissioners at its regular meeting of July 21, 1992; and

It appearing that the City of Portland has requested of this Board pursuant to ORS 373.270, by intergovernmental agreement (Washington County Minute Order No. 92-88), the surrender of jurisdiction of a portion of certain County Roads now under the jurisdiction of Washington County, Oregon; and

It appearing that the roads are described and depicted in attached Exhibits "A" and "B", attached hereto and by this reference incorporated herein, and it is hereby

RESOLVED AND ORDERED that a hearing should be held on this matter at 10:00 A.M. on the 1st day of September, 1992 in the Auditorium of the Washington County Public Services Building, Hillsboro, Oregon, at which time and place this Board will hear testimony for and in opposition to the proposed surrender of jurisdiction of those certain County Roads as described in Exhibit "A"; and it is further

RESOLVED AND ORDERED that the County Surveyor of Washington County, Oregon, be and hereby is ordered and directed to post notices of said hearing in three public places in the county, one of which shall be within the limits of the City of Portland, and one on the Bulletin Board in the Washington County Public Services Building, at least thirty days prior to the date of said hearing, and prepare an affidavit that such notices have been posted. The notices shall comply with ORS 373.270 and give the time and place of hearing and a succinct statement of the proposed action requested and describing the portion of the road proposed to be surrendered by the County to the City with convenient certainty.

DATED this 21st day of July, 1992.

Aye: Hays, Larrance, Rogers,
Peters

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

APPROVED AS TO FORM:

/s/ Dan R. Olsen
Dated: 4/13/88
Chief Assistant County Counsel
For Washington County, Oregon

Bonnie C. Hays
Chairman

Barbara Hejmanek
Recording Secretary

CR2825TJ/CP/2
6/17/92

**PROPOSED SURRENDER OF JURISDICTION
AS REQUESTED BY THE CITY OF
PORTLAND**

DESCRIPTION

A PORTION OF COUNTY ROAD NO. 689

SEE EXHIBIT "B"

(SW GARDEN HOME ROAD lying east of SW 71st Avenue)

All that portion of County Road No. 689 lying between the northerly extension of the east line of 71st Avenue and the Washington County east boundary line. Said road also lying in the southeast one quarter of Section 24, T1S, R1W, W.M.

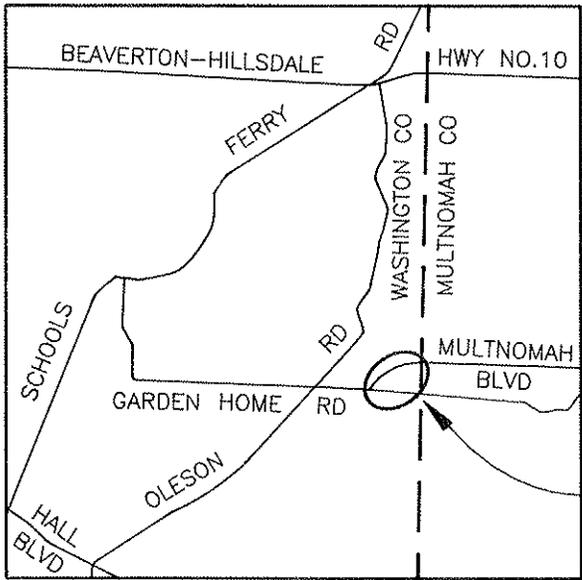
COUNTY ROAD NO. 1761

SEE EXHIBIT "B"

(SW MULTNOMAH BOULEVARD)

County Road No. 1761 said road lying in the southeast one quarter of Section 24, T1S, R1W, W.M.

PROPOSED SURRENDER
OF JURISDICTION

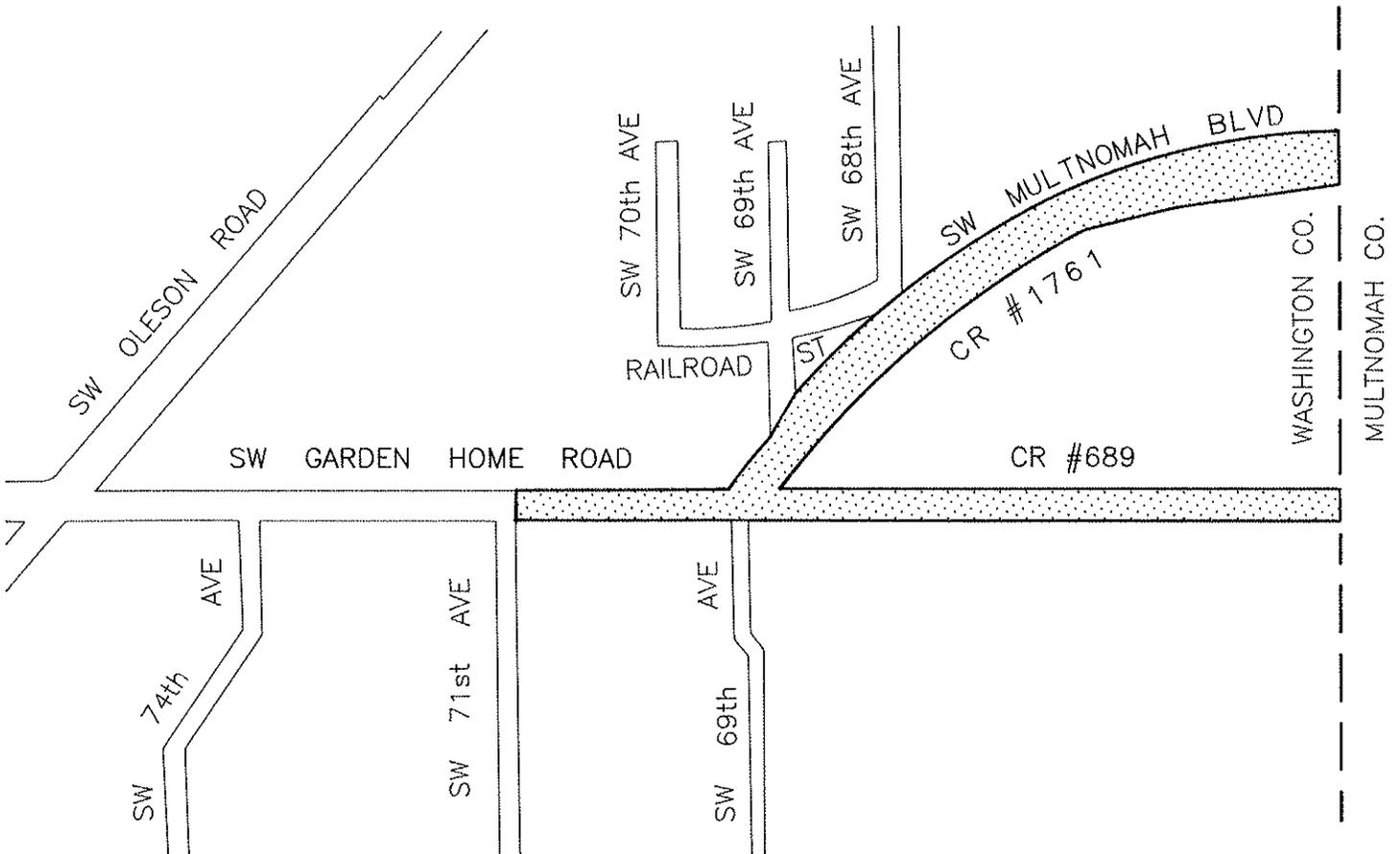


VICINITY MAP



NOT TO SCALE

C.R. 2825 T/J
A PORTION OF
C.R. 689
(S.W. GARDEN HOME RD.)
AND
C.R. 1761
(S.W. MULTNOMAH BLVD.)



MAY 28 1992

Intergovernmental Agreement
Transfer of Road Jurisdiction

The City of Portland (City) and Washington County (County) enter into this agreement pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes for the purpose of transferring jurisdiction of certain county roads from Washington County to the City of Portland.

Recitals

1. The City of Portland is a municipal corporation organized and existing under the laws and constitution of the State of Oregon.
2. Washington County is a Home Rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon.
3. The County currently has jurisdiction of the roads subject to this agreement.
4. The roads subject to this agreement are within the incorporated limits of the City.
5. The City currently operates and maintains the traffic signal at SW Garden Home Road and Oleson Road.
6. ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another.
7. In consideration of the mutual promises contained herein and pursuant to the provisions of ORS 190.010-190.030, the City and the County agree as follows:

Agreement

A. Transfer of Road Jurisdiction

1. Within 30 days of the execution of this agreement, the County shall initiate a proceeding for the transfer of jurisdiction to the City of roads described in Exhibit A. This transfer proceeding shall be in accordance with ORS 373.270.
2. Within 30 days of the County making an order to transfer jurisdiction to the City, the City shall accept jurisdiction of roads described in Exhibit A. The City's acceptance shall be in accordance with ORS 373.270.

B. Maintenance and Operations Responsibility

1. Upon transfer of jurisdiction, the City will be responsible for the maintenance and operation of roads described in Exhibit A.

2. Within 30 days of the execution of this agreement the City will cease to maintain and operate the traffic signal at SW Garden Home Road and Oleson Road and the County will assume responsibility for the signal maintenance, operation, and power costs.

C. Amendments

This Agreement may only be amended by a written document signed by the authorized representatives of each party.

D. Termination

This agreement shall continue indefinitely unless terminated by the mutual written consent of the parties.

E. Dispute Resolution

Any disputes that may arise under this agreement, that cannot be resolved by the City and the County, shall be resolved by summary proceeding submitted to a neutral arbitrator.

F. Non-Appropriation Clause

This agreement is subject to future appropriations by any future City Council or Board of County Commissioners.

G. Indemnification

1. To the extent permitted by Oregon law, the County shall hold harmless, defend and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from work performed by the County prior to transfer of road jurisdiction to the City.
2. To the extent permitted by Oregon law, the City shall hold harmless, defend and indemnify the County and the County's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from work performed by the City after the transfer of road jurisdiction to the City.

CITY OF PORTLAND

By: [Signature]
Commissioner of Public Works

Date: 5/26/92

By: [Signature]
Auditor

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

COUNTY OF WASHINGTON

By: [Signature]
Chair

Date: 3-24-92

REVIEWED:

By: [Signature]
Assistant County Counsel

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER #.....92-88.....

DATE.....3-24-92.....

BY ... [Signature] ...
CLERK OF THE BOARD

Exhibit A

The following roads are subject to the intergovernmental agreement between Washington County and the City of Portland:

1. SW Garden Home Road from the east line of SW 71st Avenue, east to the Washington County boundary line.
2. SW Multnomah Boulevard from SW Garden Home Road, northeast to the Washington County boundary line.

MAY 28 1992

**Intergovernmental Agreement
Transfer of Road Jurisdiction**

The City of Portland (City) and Washington County (County) enter into this agreement pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes for the purpose of transferring jurisdiction of certain county roads from Washington County to the City of Portland.

Recitals

1. The City of Portland is a municipal corporation organized and existing under the laws and constitution of the State of Oregon.
2. Washington County is a Home Rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon.
3. The County currently has jurisdiction of the roads subject to this agreement.
4. The roads subject to this agreement are within the incorporated limits of the City.
5. The City currently operates and maintains the traffic signal at SW Garden Home Road and Oleson Road.
6. ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another.
7. In consideration of the mutual promises contained herein and pursuant to the provisions of ORS 190.010-190.030, the City and the County agree as follows:

Agreement

A. Transfer of Road Jurisdiction

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2. Within 30 days of the County making an order to transfer jurisdiction to the City, the City shall accept jurisdiction of roads described in Exhibit A. The City's acceptance shall be in accordance with ORS 373.270.

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2. Within 30 days of the execution of this agreement the City will cease to maintain and operate the traffic signal at SW Garden Home Road and Oleson Road and the County will assume responsibility for the signal maintenance, operation, and power costs.

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This Agreement may only be amended by a written document signed by the authorized representatives of each party.

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Any disputes that may arise under this agreement, that cannot be resolved by the City and the County, shall be resolved by summary proceeding submitted to a neutral arbitrator.

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1. To the extent permitted by Oregon law, the County shall hold harmless, defend and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from work performed by the County prior to transfer of road jurisdiction to the City.
2. To the extent permitted by Oregon law, the City shall hold harmless, defend and indemnify the County and the County's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from work performed by the City after the transfer of road jurisdiction to the City.

CITY OF PORTLAND

By: [Signature]
Commissioner of Public Works

Date: 5/26/92

By: [Signature]
Auditor

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

COUNTY OF WASHINGTON

By: [Signature]
Chair

Date: 3-24-92

REVIEWED:

By: [Signature]
Assistant County Counsel

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 92:88

DATE 3-24-92

BY [Signature]
CLERK OF THE BOARD

Exhibit A

The following roads are subject to the intergovernmental agreement between Washington County and the City of Portland:

1. SW Garden Home Road from the east line of SW 71st Avenue, east to the Washington County boundary line.
2. SW Multnomah Boulevard from SW Garden Home Road, northeast to the Washington County boundary line.

ORDINANCE NO. 165422

* Intergovernmental agreement with Washington County to transfer jurisdiction of certain county roads from Washington County to the City of Portland and transfer of operation and maintenance responsibility for certain traffic signal facilities from the City to Washington County (Ordinance).

The City of Portland ordains:

Section 1. The Council finds:

1. SW Multnomah Boulevard and SW Garden Home Road are within the limits of the City of Portland (City).
2. SW Multnomah Boulevard and SW Garden Home Road are county roads under the jurisdiction of the County of Washington (County).
3. The intersection of SW Multnomah Boulevard and SW Garden Home Road has been identified as a high accident location by the City. The improvement of this intersection is a priority for citizens from surrounding neighborhoods and is included as an outyear project in the City's Capital Improvement Plan.
4. The improvements to the intersection of SW Multnomah Boulevard and SW Garden Home Road is not a priority for the County. Improvement of the intersection is not in the County's Capital Improvement Plan.
5. It is the desire of the County to transfer jurisdiction of SW Multnomah Boulevard and SW Garden Home Road to the City to allow improvements to be made.
6. The intersection of SW Garden Home Road and SW Oleson Road is under the jurisdiction of the County.
7. All but the northwest quarter of the intersection of SW Garden Home Road and SW Oleson Road is within the limits of the City.
8. The City operates and maintains the traffic signal at SW Garden Home Road and SW Oleson Road. The approximate average annual costs for this signal to the City are \$1,800.
9. It is the desire of the City to transfer operation and maintenance responsibility for the signal at SW Garden Home Road and SW Oleson Road to the County so that all facilities are with the jurisdiction that has responsibility for the intersection.
10. To provide for the orderly transfer of road jurisdiction and responsibility for maintenance and operation of facilities, it is necessary to enter into an intergovernmental agreement with the County.

NOW, THEREFORE THE COUNCIL DIRECTS:

- a. The Commissioner of Public Works and the Auditor are hereby authorized to execute intergovernmental agreement with Washington County to provide for the transfer of jurisdiction of certain county roads from Washington County to the City of Portland and to provide for the transfer of operation and maintenance responsibility for certain traffic signal facilities from the City of Portland to Washington County (Attachment A.)

Section 2. The Council declares that an emergency exists because there should be no delay in the transfer of roads and facilities; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council: MAY 13 1992
Commissioner Blumenauer
May 4, 1992
Kate Deane/kd

BARBARA CLARK
Auditor of the City of Portland
By:  Deputy

AGENDA

File
LUT

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category Public Hearing - Land Use and Transportation
Agenda Title SURRENDER OF JURISDICTION - A PORTION OF C.R. 689 (GARDEN HOME RD.)
AND C.R. 1761 (MULTNOMAH BLVD.) TO THE CITY OF PORTLAND (CR 2825 T/J)
To be presented by Michael A. Borresen, Engineering/Surveying Manager *MAB*

SUMMARY (Attach Supporting Documents if Necessary)

The City of Portland has, by intergovernmental agreement (Washington County Minute Order No. 92-88), requested the transfer of jurisdiction of a portion of County Road No. 689 and County Road No. 1761 from the County to the City. The Board, by Resolution and Order No. 92-89, set September 1, 1992, as the date for the public hearing on this matter. Notices were posted as required by State law, and an affidavit was filed.

The portions of said County Roads requested are portions of S.W. Multnomah Blvd. and S.W. Garden Home Road that are no longer needed as part of the county road system and should be transferred to the City of Portland. By executing the attached Resolution and Order, the County will transfer jurisdiction of County Road No. 1761 and that portion of County Road No. 689 as described.

- Attachments: 1. Resolution and Order with Exhibits
Exhibit "A" - Description (to be transferred)
Exhibit "B" - Map

DEPARTMENTS REQUESTED ACTION



Execute the Resolution and Order surrendering County Road No. 1761 and a portion of County Road No. 689 to the City of Portland.

PH2825TJ/CP/1
MAB:CP:hs
8/19/92

COUNTY ADMINISTRATOR'S RECOMMENDATION:

I concur with the department's requested action.

RO 92-110

Agenda Item No. *3a.*
Date Sept. 1, 1992

001

IN THE BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

FILED
SEP 2 1992
Washington County
County Clerk

In the Matter of SURRENDER OF)
JURISDICTION of County Road No. 1761)
(S.W. Multnomah Blvd.) and a Portion)
of County Road No. 689 (S.W. Garden)
Home Road) to the City of Portland.)

RESOLUTION AND ORDER

NO. 92-110
County Road No. 2825 T/J

This matter having been considered by the Board of County Commissioners at its regular meeting of September 1, 1992; and

It appearing to the Board that the City of Portland, Oregon has requested of this Board its surrender of jurisdiction of County Road No. 1761 and a portion of County Road No. 689 as described and depicted in attached Exhibits "A" and "B", attached hereto and by this reference incorporated herein, now under the jurisdiction of Washington County, Oregon; and

It appearing to the Board that said roads lie within the boundaries of the City of Portland and that jurisdiction over and across said road should be transferred properly to the City of Portland and

It appearing to the Board that by its Resolution and order No. 92-89 dated July 21, 1992, it duly required the setting of a time and place of public hearing on said request and required that notice of said hearing be posted pursuant to law; and

It appearing to the Board that in accordance with said Resolution and Order, notice was duly given and a public hearing was held on this matter on the 1st day of September, 1992, at the hour of 10:00 A.M. in the Auditorium of the Public Services Building, Hillsboro, Oregon; and

It appearing to the Board that at said public hearing the Board heard the matter and considered objections and testimony offered by all persons interested in the proposed surrender of the jurisdiction, and the Board having considered this matter found that the best interests of Washington County would be served by granting said request; the Board hereby

FINDS AND DETERMINES that it is necessary, expedient and in the best interests of Washington County to surrender jurisdiction to the City of Portland, Oregon, County Road No. 1761 and that portion of County Road No. 689 as hereinabove described, and it is hereby

RESOLVED AND ORDERED that the jurisdiction of the County over said roads and responsibility for the maintenance, construction and repair and the full and absolute jurisdiction over said road for all purposes of repair, construction, improvement and levy and collection of assessments thereof shall vest in the City of Portland, Oregon, and the City shall have the same control, power and jurisdiction of the road or portions thereof as are by its Charter and the laws of the State of Oregon given or granted over any of the public streets and alleys of said City; and it is further

CR 2825 T/J

92084742
Washington County

ORDINANCE transferring jurisdiction of certain County roads

GRANTOR: Washington County

GRANTEE: City of Portland

CONSIDERATION: 0

15
8
W
2
BK's ✓
PKT ✓

After Recording Return to:

City of Portland

Phyllis I. Redman, ROW Acquisition

1120 SW 5th Ave., Room 802

Portland OR 97205

Tax Statement shall be sent to:

No Change

1-3

I hereby certify this document to be a complete and exact copy of the original as the same appears on the end of record in my office and in my care and custody on this

4th day of November, 1992

BARBARA CLARK
Auditor of the City of Portland

By Audrey E. Brown
Deputy

ORDINANCE NO. 165865

* Accept jurisdiction from Washington County of certain County Roads, lying within the corporate limits of the City of Portland.

The City of Portland ordains:

Section 1. The Council finds:

1. Ordinance No. 165422, passed by Council on May 13, 1992, authorized execution of an Intergovernmental Agreement with Washington County, providing for the transfer of jurisdiction of certain County Roads from Washington County to the City of Portland.
2. In accordance with the Intergovernmental Agreement and ORS 373.270 on May 28, 1992, the City agreed to accept jurisdiction from Washington County of certain Washington County Roads within the corporate boundaries of the City of Portland, as those boundaries existed on January 27, 1991.
3. The Washington County Commission took action September 1, 1992, Resolution and Order No. 92-110, to transfer jurisdiction to the City of certain County Roads that are specifically described below.
4. The City should now accept jurisdiction of certain County Roads, as described below, within annexed areas of the corporate limits of the City of Portland as these limits existed on January 27, 1991.

NOW, THEREFORE, the Council directs:

- a. The City of Portland hereby accepts jurisdiction, effective September 30, 1992, of certain County Roads within the corporate limits of the City of Portland, in accordance with Boundary Commission Order No. 2884, adopted January 27, 1991, said County Road being described as follows:

SW Garden Home Road from the east line of SW 71st Avenue, east to the Washington County boundary line,

and

SW Multnomah Boulevard from SW Garden Home Road, northeast to the Washington County boundary line.

- b. That the Washington County Roads described in (a) above are hereby taken over, laid out and established as City streets. The City of Portland, from this date forward, shall have exclusive jurisdiction and control over the above described County Roads.

- c. That the City Auditor shall forward copies of this Ordinance to the County Commissioners of Washington County, the Washington County Director of Engineering Services, and the Washington County Assessor.
- d. The City Auditor shall record a certified copy of this Ordinance, and return one copy of the recorded Ordinance to the Right-of-Way Acquisition Section, Bureau of Transportation Engineering.

Section 2. The Council declares that an emergency exists because failure to accept jurisdiction of the County Roads within 30 days of Washington County making an order to transfer jurisdiction to the City would violate the terms of the Intergovernmental Agreement with Washington County; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

STATE OF OREGON }
 County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 92084742
 Rect: 89656 23.00
 11/27/1992 12:02:21PM

Passed by the Council, SEP 30 1992

Commissioner Earl Blumenauer
 Phyllis I. Redman:mmv
 September 17, 1992
 [4895]Wash-Cnty-Ord

BARBARA CLARK
 Auditor of the City of Portland
 By *[Signature]* Deputy

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