

A RESOLUTION REQUESTING THE BOARD OF) RESOLUTION NO. 2014-17
COMMISSIONERS OF LINN COUNTY TO)
SURRENDER JURISDICTION OF CERTAIN)
COUNTY ROADS)

WHEREAS, the City Council of the City of Lebanon deems it necessary, expedient and for the best interest of the City of Lebanon to obtain jurisdiction over certain portions of Linn County Roads;

NOW, THEREFORE, be it resolved by the Council of the City of Lebanon as follows:

SECTION 1:

The City Council of the City of Lebanon hereby determines that it is necessary, expedient, and for the best interests of the City of Lebanon to accept jurisdiction over certain portions of Linn county roads described in Exhibit "A" attached hereto.

SECTION 2:

The City Council of the City of Lebanon hereby requests the Board of Commissioners for Linn County the surrender of jurisdiction of said portions of Linn County Roads.

SECTION 3:

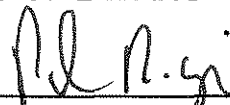
A copy of this resolution shall be forwarded by the City Manager of the City of Lebanon to the Board of Commissioners of Linn County upon the passage hereof.

SECTION 4:

This Resolution shall be effective immediately upon its passage.

Passed by the Lebanon City Council and executed by the Mayor on this 23rd day of April, 2014 by a vote of 5 years and 0 nays.

CITY OF LEBANON, OREGON



Paul R. Aziz, Mayor
Bob Elliott, Council President

ATTESTED:



Linda Kaser, City Clerk



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



**CASCADE DRIVE (CR716) IMPROVEMENT & JURISDICTIONAL TRANSFER
INTERGOVERNMENTAL AGREEMENT**

(Pursuant to Linn County Resolution & Order No. 2014-020) **A**

THIS AGREEMENT is made and entered into by and between the **City of Lebanon**, a municipal corporation of the State of Oregon, (City) and **Linn County**, a political subdivision of the State of Oregon, (County) the promises of each being given in consideration of the promises of the other.

RECITALS

1. WHEREAS, ORS. 190.003 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government;
2. WHEREAS, ORS. 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city or county charter;
3. WHEREAS, ORS. 190.010 provides that a unity of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform;
4. WHEREAS, Cascade Drive (CR 716), from Wagon Wheel Drive, southeasterly a distance of approximately 1,800 linear feet to Crowfoot Road, hereinafter referred to as "Project", is a road under jurisdiction of County, lying partially or entirely within the incorporated limits of the City, and is in need of improvement.
5. WHEREAS, City and County desires to make certain roadway improvements to Project including roadway widening, curbs, sidewalks/multi use path, and a storm drainage system herein after referred to as "Improvements";
6. WHEREAS, County desires to forfeit jurisdiction of Project and City desires to obtain jurisdiction of Project after completion of Improvements.

FILED

APR 30 2014

STEVE DRUCKENMILLER, CLERK
By  Clerk

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

County and City will work cooperatively to develop plans and specifications for the Improvements and perform the duties and functions described in the obligations listed below.

A. COUNTY OBLIGATIONS

1. County shall design and prepare plans for Improvements to Project and provide funding required to accommodate one-half of the contract construction cost, excluding any domestic water supply facilities.
2. County shall provide assistance to City, as needed, to develop the completed plans and specification for the Improvements to Project.
3. After City opens bids but before contract is awarded, County shall provide bid award recommendation concurrence to City.
4. County shall surrender jurisdiction of Project by appropriate Board of Commissioners action after reconstruction is completed.

B. CITY OBLIGATIONS

1. City shall review County prepared design and plans and accept as is or request modifications as desired.
2. City shall prepare contract specifications to be used for bidding Improvements and to supplement County prepared plans.
3. City shall manage the construction of Improvements to include bid, advertisement, and award of contract. City shall provide contract management and construction inspection services for Improvements.
4. After City opens bids, but before contract is awarded, City shall provide bid award recommendation to County for concurrence.
5. City shall request jurisdiction of Project by appropriate Council action after Improvements are completed.

C. GENERAL PROVISIONS

1. This agreement shall become effective upon the date that each party has signed this agreement and shall terminate upon parties, completion of all obligations listed below or by mutual consent of both parties.
2. County may terminate this Agreement without liability or penalty if County determines that bids to perform the project exceed available funds by mailing written notice to City prior to award of bid.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
4. To the extent allowed by the Oregon Constitution and ORS 30.260 through 30.300 each party agrees to defend, indemnify, and hold harmless the other party, its officers, agents, and employees, against any claims for injury or damages and all loss, liability, cost, or expense, including court costs and attorney fees, which may result from that party's actions or failures to act pursuant to the terms of this agreement.
5. Upon reasonable written notice and during the normal business day each party may inspect, audit and copy the financial management records of the other party pertaining to the services performed under this agreement.
6. At all times each party shall be responsible for its own costs and attorney fees.
7. This agreement and attached exhibits constitute the entire agreement between the parties. Any modification to this agreement shall be in writing signed by the parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF LEBANON

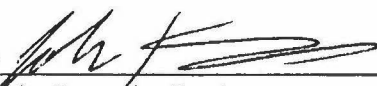
By 
Honorable Paul Aziz, Mayor

Date 4-23-2014

ATTESTED BY


Linda Kaser, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY

By 
John Kennedy, City Attorney

LINN COUNTY, by and through
its Board of Commissioners

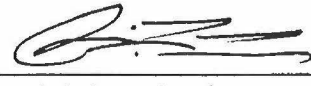
By 
Roger Nyquist, Chairman

By 
John Lindsey, Commissioner

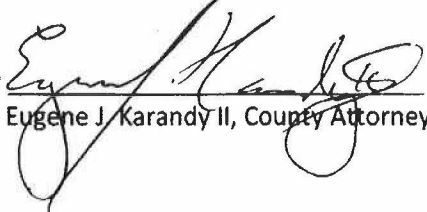
By 
William C. Tucker, Commissioner

Date 4-9-2014

APPROVED AS TO CONTENT

By 
Darrin L. Lane, Roadmaster

APPROVED AS TO LEGAL SUFFICIENCY

By 
Eugene J. Karandy II, County Attorney

RETURN AGREEMENT TO:
Darrin L. Lane, Roadmaster
3010 Ferry St SW
Albany, OR 97322