BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 22-04-05-05
IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SPRINGFIELD FOR JURISDICTIONAL SURRENDER AND ANNEXATION OF PORTIONS OF ANDERSON LANE, MENLO LOOP, ASPEN STREET, KELLOGG ROAD, AND LAURA STREET.

WHEREAS, Lane Manual Chapter 20 sets forth the County’s policies regarding award, acceptance, and amendment of intergovernmental agreements; and

WHEREAS, ORS 373.270 provides for the transfer of jurisdiction over County Roads within cities when it is considered necessary, expedient, or in the best interest of the city to acquire jurisdiction over the County Roads, or portions thereof, to the same extent as it has over public streets and alleys of the city; and

WHEREAS, Lane County and the City of Springfield deem it necessary, expedient, or in the best interest of the city to annex and acquire jurisdiction of portions Anderson Lane, Menlo Loop, Aspen Street, Kellogg Road and Laura Street; and

WHEREAS, $565,000 has been budgeted for County/City Partnerships which facilitate the jurisdictional transfer of county roads within urban growth boundaries; and

WHEREAS, this Intergovernmental Agreement exceeds the County Administrator’s authority to execute granted in Lane Manual sections 20.600.300 to 20.600.320.

NOW, THEREFORE, the Board of County Commissioners of Lane County ORDERS as follows:

1. The County Administrator is authorized to sign an Intergovernmental Agreement substantially similar to the agreement attached as Exhibit A.

2. The County Administrator will execute the terms of the agreement, including authorizing the payment of $565,000 to City of Springfield following the annexation and jurisdictional transfer of portions of Anderson Lane, Menlo Loop, Aspen Street, Kellogg Road, and Laura Street.

ADOPTED this 5th day of April, 2022.

Pat Farr, Chair
Lane County Board of Commissioners
INTERGOVERNMENTAL AGREEMENT FOR JURISDICTIONAL SURRENDER AND ANNEXATION OF PORTIONS OF ANDERSON LANE, MENLO LOOP, ASPEN STREET, KELLOGG ROAD, AND LAURA STREET

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and the City of Springfield, an Oregon municipal corporation ("Springfield"), referred to collectively in this Agreement as the parties.

1. RECITALS
   1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
   1.2 ORS 373.270 provides for the transfer of county roads within the corporate limits of a city from county jurisdiction to city jurisdiction whenever the county governing body deems it necessary, expedient or for the best interest of the county to do so and the governing body of the city deems it necessary or expedient and for the best interest of the city to acquire jurisdiction over the county road or parts thereof to the same extent as it has over other public streets and alleys of the city.
   1.3 ORS 368.031 provides counties with jurisdiction over local access roads that are outside a city, but the County’s jurisdiction terminates when the road is annexed to the city.
   1.4 The portions of Anderson Lane, Aspen Street, Menlo Loop, Kellogg Road, and Laura Street described in this Agreement primarily serve local residential traffic and are either inside, or adjacent to the Springfield City Limits.
   1.5 County is willing to provide funding for improvements to, and to surrender jurisdiction of, each of the four road segments described in this Agreement, as provided herein.
   1.6 Springfield is willing to accept jurisdiction over the county road segments and annex the local access road segment described in this Agreement, as provided herein.

County and Springfield agree as follows:

2. SCOPE OF AGREEMENT.
   2.1 County will:
      .1 Surrender jurisdiction over the county road section of Anderson Lane from Centennial Blvd. extending south 785 feet to the annexed portion of Anderson Lane, as described in Exhibit A.
      .2 Surrender jurisdiction over the county road section of Menlo Loop from Tamarack Street to Aspen Street, as described in Exhibit B.
      .3 Surrender jurisdiction over the county road section of Kellogg Road extending from Anderson Lane to Oak Meadows Place intersection, as described in Exhibit C.
      .4 Surrender jurisdiction over the county road section of Laura Street from the dead end on the north extending south approximately 1,412 feet to the existing Springfield jurisdiction, as described in Exhibit D.
      .5 Provide funding toward future street improvements to be constructed by Springfield, in the amounts of: (a) $75,000 for the surrendered portion of Anderson Lane, (b) $75,000 for the surrendered portion of Kellogg Road, and (c) $415,000 for improvements on the annexed portion of Aspen Street and Menlo Loop.
      .6 Construct curb, gutter, sidewalk, and pavement improvements on the portion of Laura Street described above in 2.1.4, including plans, specifications, bidding and contract documents, bidding and contract award, construction engineering and administration, and construction contracts, in accordance with the then-current edition of the Oregon Standard Specifications for Construction published by the Oregon Department of Transportation, as modified by Lane County for its work, for construction in the summer of 2024.
      .7 Maintain those portions of county road included within the streets described in subsection 2.1.1, 2.1.2, 2.1.3, and 2.1.4 during the period from the Effective Date of this Agreement and completion of County’s surrender proceedings.

   2.2 Springfield will:
      .1 Acquire jurisdiction over the county road section of Anderson Lane from Centennial Blvd. extending south 785 feet to the annexed portion of Anderson Lane, as described in Exhibit A.
2. Annex and acquire jurisdiction over the county road section of Menlo Loop from Tamarack Street to Aspen Street, as described in Exhibit B.

3. Acquire jurisdiction over the county road section of Kellogg Road extending from Anderson Lane to its intersection with Oak Meadows Place, and annex the remaining section of Kellogg Road between Anderson Lane and Oak Meadows Place, as described in Exhibit C.

4. Upon completion of County’s construction improvements described in section 2.1.6, acquire jurisdiction over the county road section of Laura Street from the dead end on the north extending south approximately 1,412 feet to the existing Springfield jurisdiction, and annex the remaining section of Laura Street between the dead end on the north and the existing Springfield jurisdiction, as described in Exhibit D.

5. Annex the section of the local access road named Aspen Street extending from Menlo Loop to Centennial Boulevard, as described in Exhibit E, terminating County’s jurisdiction over the section of local access road as provided in ORS 368.031.

6. Notify County at the time Springfield has completed its annexation and acquisition of jurisdiction of all street segments described in this subsection 2.2.

7. Assume maintenance responsibilities upon acquisition of jurisdiction and annexation of all street segments described in this subsection 2.2.

8. Cooperate with County to allow construction of the improvements to Laura Street described in subsection 2.1.6 above.

3. DOCUMENTS FORMING THE AGREEMENT
3.1 The Agreement. The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.

3.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement:
- Exhibit A Anderson Lane description
- Exhibit B Menlo Loop description
- Exhibit C Kellogg Road description
- Exhibit D Laura Street description
- Exhibit E Aspen Street description

4. PAYMENT
4.1 County will pay all costs associated with preparation of the plans, specifications, bidding and contract documents; bidding and contract award; construction engineering and administration; and construction of the improvements to Laura Street described in subsection 2.1.6 above.

4.3 Within 60 days of receipt of Springfield’s notice pursuant to 2.2.6 above, County will pay Springfield $565,000 for the future improvements described in 2.1.5 above.

5. EFFECTIVE DATE AND DURATION
5.1 Effective Date. Upon the signature of all parties, this Agreement is effective.

5.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate upon completion of the parties’ obligations as described in sections 2 and 4 of this Agreement, or July 31, 2025, whichever is later.

5.3 Effect of Termination on Enforcement. Expiration or termination shall not extinguish or prejudice either party’s right to enforce this agreement with respect to any breach or default in performance which has not been cured, or to either party’s right to equitable adjustment for any obligation not yet completed by the other party at the time of termination.

6. AUTHORIZED REPRESENTATIVES. Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other. If not identified in this section, the person executing the Contract on behalf of that party is that party’s representative.

6.1 County’s Authorized Representative. Peggy Keppler, P.E., County Engineer, telephone 541-682-6990, email peggy.keppler@lanecountyor.gov, 3050 N. Delta Hwy., Eugene, Oregon 97401.

6.2 Springfield’s Authorized Representative. Jeff Paschall, P.E., City Engineer, telephone 541-726-1674, email jpaschall@sprinfgfield-or.gov, 225 5th Street, Springfield, Oregon 97477.

7. INDEMNIFICATION. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses,
including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

8. PUBLIC BODY STATUS. In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

9. MODIFICATION AND TERMINATION.
   9.1 Modification. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
   9.2 Termination. The parties may jointly agree to terminate this Agreement at any time by written agreement.
   9.3 Non-Appropriation. Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

10. MISCELLANEOUS PROVISIONS
   10.1 Disputes. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
   10.2 Waiver. Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
   10.3 Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
   10.4 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.
   10.5 No Third-Party Beneficiaries. County and Springfield are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
   10.6 Headings. The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
   10.7 Force Majeure. Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
   10.8 Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
   10.9 Merger. This Agreement contains the entire agreement of County and Springfield with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
10.10 Americans with Disabilities Act Compliance. During the performance of this Agreement, County and Springfield will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SPRINGFIELD:

CITY OF SPRINGFIELD

By: [Signature]
Title: City Manager
Date: 01/27/2022

Springfield City Hall
225 5th Street
Springfield, Oregon 97477

COUNTY:

LANE COUNTY

By: [Signature]
Title: [Title]
Date: [Date]

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

INTERGOVERNMENTAL AGREEMENT FOR JURISDICTIONAL SURRENDER AND ANNEXATION OF PORTIONS OF ANDERSON LANE, MENLO LOOP, ASPEN STREET, KELLOGG ROAD, AND LAURA STREET

City Contract # C3002
Exhibit A
Anderson Lane

All that portion of active right of way of Anderson Lane, County Road No. 569, lying between the southerly right of way margin of Centennial Boulevard, County Road No. 1304, and the end of the annexed portion of Anderson Lane, said point also being the easterly projection of the northerly line of the plat of Devonshire Park, as platted and recorded in Book 59, Page 5, Lane County Oregon Plat Records, Lane County, Oregon, all located in the Southeast one-quarter of Section 28, and the Northeast one-quarter of Section 33, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County Oregon.
Exhibit B
Menlo Loop

All that portion of active right of way of Menlo Loop, County Road No. 1675, lying between the easterly right of way of Tamarack Street, County Road No. 1674, and the westerly right of way of Aspen Street, a public road, located in the Southwest one-quarter of Section 27, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.
Exhibit C
Kellogg Road

All that portion of active right of way of Kellogg Road, County Road No. 307, lying between the easterly right of way margin of Anderson Lane, County Road No. 569, and the westerly end of the portion of Kellogg Road as surrendered to the City of Springfield pursuant to Board of County Commissioner’s Final Order No. 88-2-24-17, said point also being the northerly projection of the west line of the plat of Uke Village, as platted and recorded in File 73, Slides 98 and 99, Lane County Oregon Plat Records, Lane County, Oregon, all located in the Northeast one-quarter of Section 33, and the Northwest one-quarter of Section 34, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.
Exhibit D
Laura Street

All that portion of active right of way of Laura Street, County Road No. 3, located between the southerly right of way margin of Hayden Bridge Way, a city street, and the northerly end of the portion of Laura Street as surrendered to the City of Springfield pursuant to Board of County Commissioner’s Final Order No. 88-2-24-17, all located in the Southeast one-quarter of Section 22, and the Northeast one-quarter of Section 27, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.
Exhibit E
Aspen Street

All that portion of active right of way of Aspen Street, a public road, lying between the northerly right of way margin of Centennial Boulevard, County Road No. 1304, and the easterly end of Menlo Loop, County Road No. 1675, located in the Southwest one-quarter of Section 27, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.