



**DAN JOHNSON**  
DIRECTOR

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

September 4, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Intergovernmental Agreement with the City of Canby to transfer a portion of North Pine Street. Agreement Value is \$513,000. Funding is through the Community Road Fund. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	NA		
<b>Performance Clackamas</b>	1. Build trust with good government		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Rick Maxwell	<b>Contact Phone</b>	503-742-4671

**EXECUTIVE SUMMARY:** There are certain County roads, such as N Pine Street in Canby, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. With the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service a jurisdictional transfer is needed. The IGA sets forth the process for the City to assume exclusive jurisdiction over N Pine Street, which contains approximately 212,965 square feet of Right-of-Way. The proposed IGA also formalizes an agreement to provide funds to the City of Canby in the amount of \$513,000, which is equal to the cost of a 2" asphalt overlay and replacement of 25 accessible ramps to comply with modern day Americans with Disabilities Act standards. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

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County staff have been negotiating with the City of Canby and they have reached this agreement for the transfer for an approximately 4,117 foot long section of N Pine Street.

**RECOMMENDATION:** Staff respectfully request that the Board approve the attached IGA between Clackamas County and the City of Canby related to the transfer of jurisdiction of a portion of N Pine Street.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND  
CLACKAMAS COUNTY RELATED TO THE TRANSFER OF JURISDICTION OVER  
A PORTION OF N PINE STREET**

This Agreement is made between the City of Canby, a municipal corporation of the State of Oregon (the "City"), and Clackamas County, a political subdivision of the State of Oregon (the "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 or its officers or agencies have the authority to perform;

WHEREAS, the portion of N Pine Street, currently labeled as county road no. 31030, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein ("N Pine Street"), is a County Road as defined under ORS 368.001 that is wholly within the boundary of the City;

WHEREAS, the City is best suited to acquire full and absolute jurisdiction over N Pine Street, including for maintenance and permitting purposes;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer full and absolute jurisdiction over any County Road within a city to the city by surrendering such jurisdiction, provided the city requests or accepts such jurisdiction; and

WHEREAS, the Parties desire to transfer jurisdiction over N Pine Street pursuant to ORS 373.270 and acknowledge that the City should be compensated, consistent with the terms of this Agreement.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** This Agreement shall be effective on the last day of signature by a Party indicated below and shall expire automatically at the time the City accepts jurisdiction over N Pine Street pursuant to ORS 373.270 and the County makes payment as provided in this Agreement.
2. **City Responsibilities.**
  - A. The City shall carry out the procedures set forth in ORS 373.270 to determine whether it is necessary, expedient, or for the best interests of the City to acquire full and absolute jurisdiction over N Pine Street, and, if so, to adopt appropriate municipal legislation requesting such jurisdiction. The City shall complete the process to request jurisdiction within 60 days of the effective date of this Agreement.

- B. The City shall accept full and absolute jurisdiction over N Pine Street in the event that the governing body of the City and the governing body of the County determine that it is necessary, expedient, or for the best interests of their respective jurisdictions to transfer such jurisdiction, and if the County adopts an order surrendering such jurisdiction.
- C. The City shall accept maintenance responsibility for all surface water drainage facilities within the right-of-way to be transferred, including underground injection control (UIC) systems. Though additional, previously unknown UIC systems may exist, the County and the City are aware of five (5) systems within the right-of-way to be transferred:

• DM175	31030 PINE ST	0.30
• DM1388	31030 PINE ST	0.37
• DM1389	31030 PINE ST	0.43
• DM1390	31030 PINE ST	0.50
• DM176	31030 PINE ST	0.73

The County and the City shall work collaboratively to transfer UIC systems from County inventory to City inventory via the Oregon Department of Environmental Quality drywell transfer process.

### **3. County Responsibilities.**

- A. Once the City completes the process to request jurisdiction over N Pine Street, the County shall give notice and carry out the procedures set forth in ORS 373.270 to determine whether it is necessary, expedient, or for the best interests of the County to surrender such jurisdiction, and, if so, to adopt an order surrendering such jurisdiction. The County shall complete the process to surrender jurisdiction within 120 days of the date that the City requests such jurisdiction. This obligation shall terminate in the event the governing body of the City fails to find that it is not necessary, expedient, or for the best interests of the City to acquire such jurisdiction.
- B. In the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient, or for the best interests of their respective jurisdictions to transfer jurisdiction over N Pine Street, the County shall make a one-time payment to the City in the sum of \$513,000, which is equivalent to the costs associated with the construction of a 2-inch asphalt overlay of the entire 212,965 square feet of N Pine Street and the replacement of 25 accessible ramps to comply with modern day Americans with Disabilities Act standards. The payment shall be made to the City within 30 days of the date that the County surrenders such jurisdiction.

### **4. Termination.**

- A. The Parties, by mutual written agreement, may terminate this Agreement at any time.

- B. Either Party may terminate this Agreement in the event of a breach by the other Party. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not completely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate this Agreement any time thereafter by giving written notice of termination stating the effective date of the termination. If the breach is of such a nature that it cannot be completely cured within such fifteen (15) day period, then the Party giving notice may not terminate this Agreement due to the breach if the breaching Party begins curing the breach within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to completely cure the breach as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar breach in any twelve (12) month period.

**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 and 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, or subcontractors, or anyone whom 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 and 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, or subcontractors, or anyone whom the City has a right to control.

**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 shall 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 a different time, of any other remedies for the same breach, or for any other breach, by the other Party.

- D. **Access to Records.** 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 years after the County makes payment as provided in this Agreement. 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 subject to the county debt limitation set forth in Article XI, section 10, of the Oregon Constitution, and is contingent upon funds being appropriated to carry out its provisions.
- 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, to 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 transfer of jurisdiction over N Pine Street. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change to the terms of this Agreement shall bind either Party unless it is in writing and signed by both Parties, and unless 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. A waiver as to one breach shall not be deemed a waiver as to any other breach not expressly identified, even though the other breach is of the same nature as the one waived.
- 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. **No Partnership.** 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 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 Parties.
- K. **No Assignment.** Neither 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 to 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 both Parties, notwithstanding that both 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, and each 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 other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

**CLACKAMAS COUNTY**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

**CITY OF CANBY**

Gileen Stein  
City Administrator

6-5-25  
Date

\_\_\_\_\_  
Recording Secretary

Exhibit "A"

N. Pine Street Transfer of Jurisdiction

Clackamas County to City of Canby

Description

All that portion of N. Pine Street, County Road No. 2580, Department of Transportation and Development maintenance No. 31030;

Situated in the SW 1/4 of Section 27, SE 1/4 of Section 28, NE 1/4 of Section 33 and the NW 1/4 of Section 34, T. 3 S., R. 1 E., W.M. as shown on Exhibit "B", attached hereto, lying south of the Southerly Right-of-Way of NE Territorial Road, County Road No. 1485, (mile point 0.00) and lying north of the Northerly Boundary Line of the Union Pacific Railroad Company, being the northerly boundary line of Tax Lot 31E33CC 08200, Clackamas County records (mile point 0.79), being approximately 4,117 feet long.

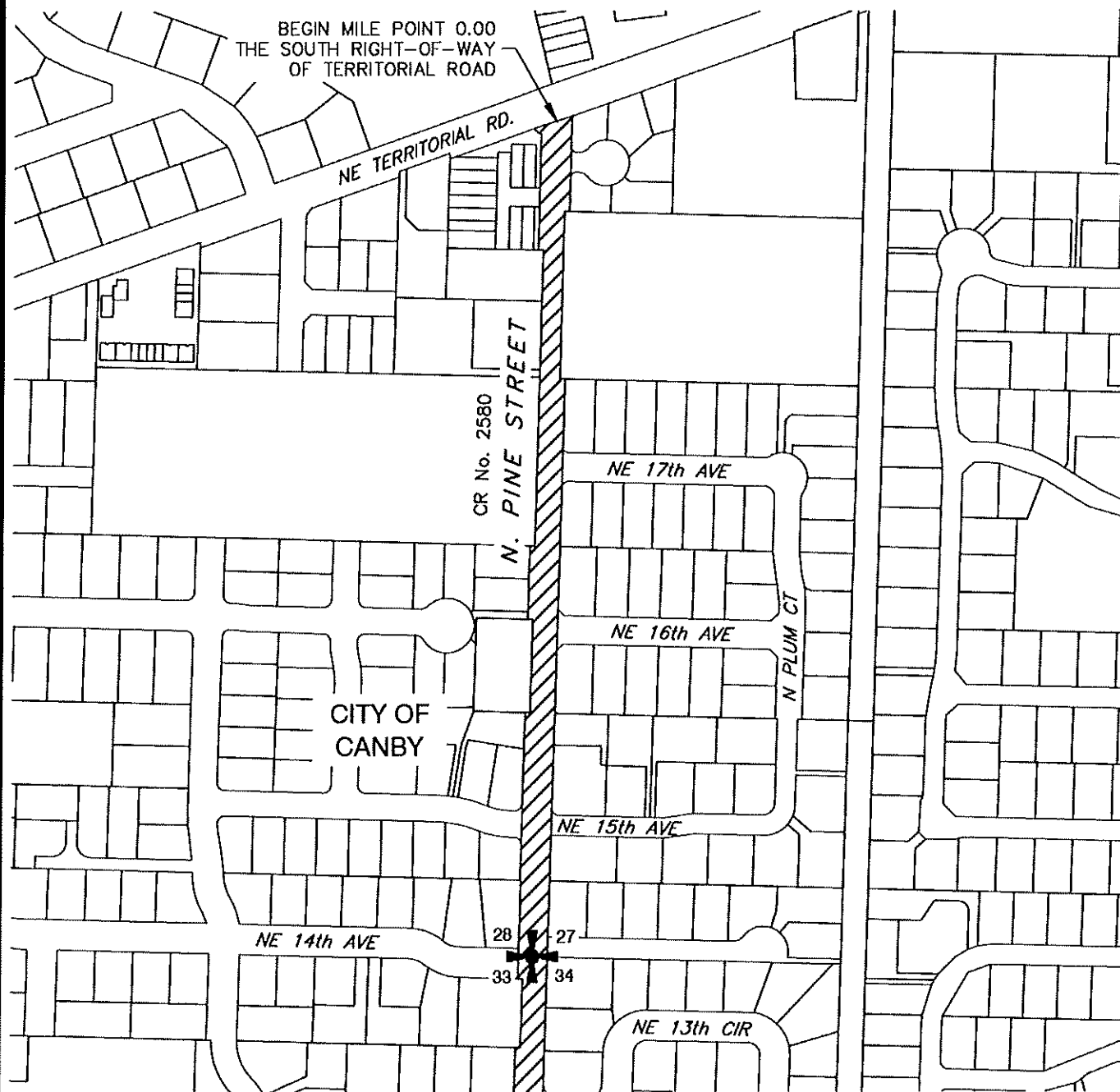
Contain 212,965 square feet, more or less.



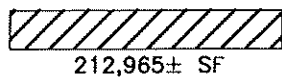
# EXHIBIT "B"



1"=300'



LOCATED IN THE SW 1/4 OF SECTION 27,  
THE SE 1/4 OF SECTION 28,  
THE NE 1/4 OF SECTION 33 &  
THE NW 1/4 OF SECTION 34,  
T. 3 S., R. 1 E., W.M.  
CLACKAMAS COUNTY, OREGON



TRANSFERED ROAD

212,965± SF

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



04/28/2022

A. REITER

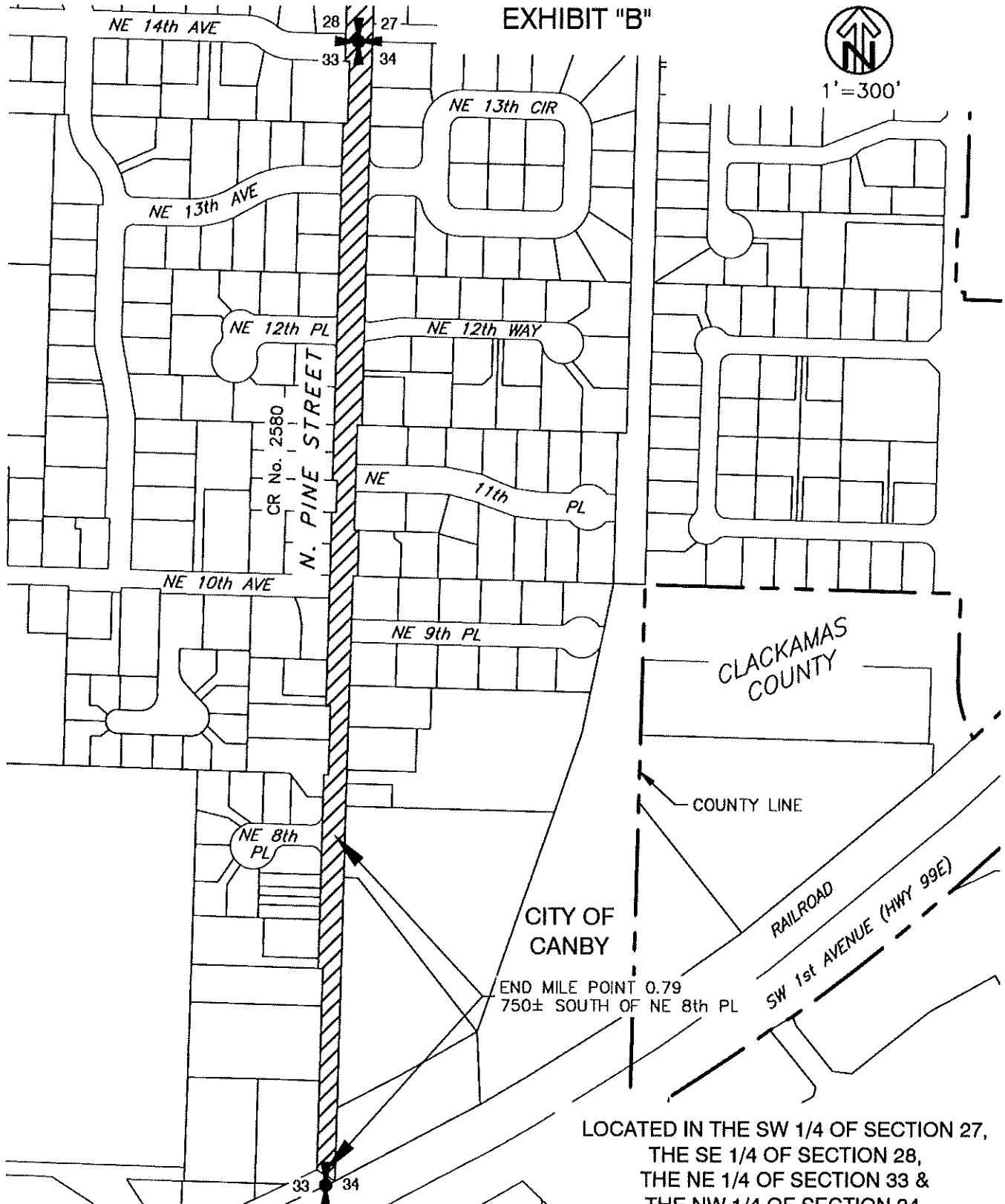
JURISDICTIONAL TRANSFER  
N. PINE ROAD  
COUNTY ROAD NO. 2580

SHEET  
1 OF 2

# EXHIBIT "B"



1' = 300'



212,965± SF

TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF SECTION 27,  
THE SE 1/4 OF SECTION 28,  
THE NE 1/4 OF SECTION 33 &  
THE NW 1/4 OF SECTION 34,  
T. 3 S., R. 1 E., W.M.  
CLACKAMAS COUNTY, OREGON

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



04/28/2022

A. REITER

JURISDICTIONAL TRANSFER  
N. PINE ROAD  
COUNTY ROAD NO. 2580

SHEET

2 OF 2