

Council Business Meeting

April 7, 2020

Agenda Item	Intergovernmental Agreement for Jurisdictional Exchange of Clay Street and Paradise Lane	
From	Scott Fleury PE	Deputy Public Works Director
Contact	Scott.fleury@ashland.or.us ; (541) 552-2412	

SUMMARY

Before the Council is an Intergovernmental Agreement (IGA) with Jackson County for the jurisdictional exchange of Clay Street and Paradise Lane. These sections of roadway are currently under the jurisdictional control of Jackson County even though they are within Ashland City limits. Before the City accepts a roadway via jurisdictional transfer, the roadway must be brought up to City standards. Public Works staff has worked with Jackson County and through a competitive grant process, funding has been obtained by the County to fully improve Clay Street to City standards. Jackson County will place a double chip seal and fog seal over Paradise Lane and another small section of upper Clay Street to achieve their formal City improvements. Reference figures below for jurisdictional transfer locations.

Figure 1: Clay Street Jurisdictional Transfer Site Maps (see attachment #2 for larger maps)

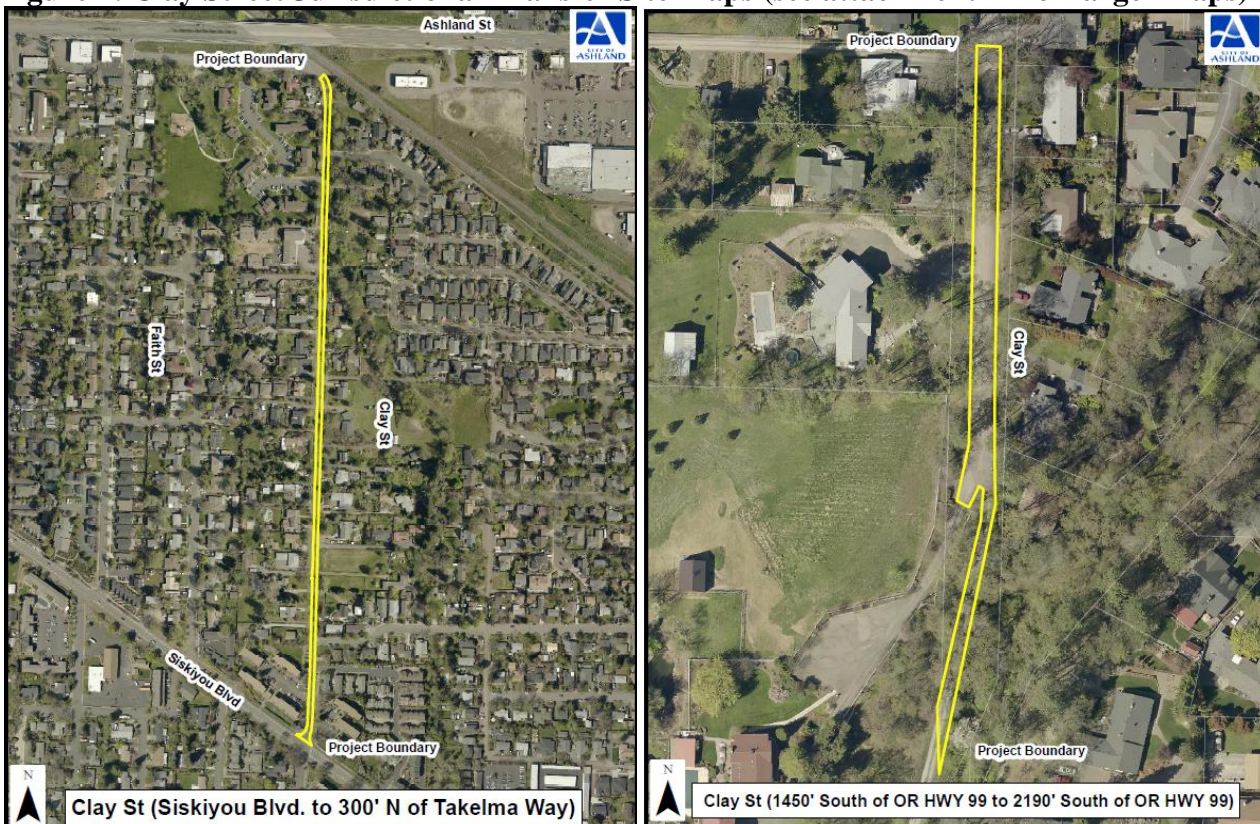
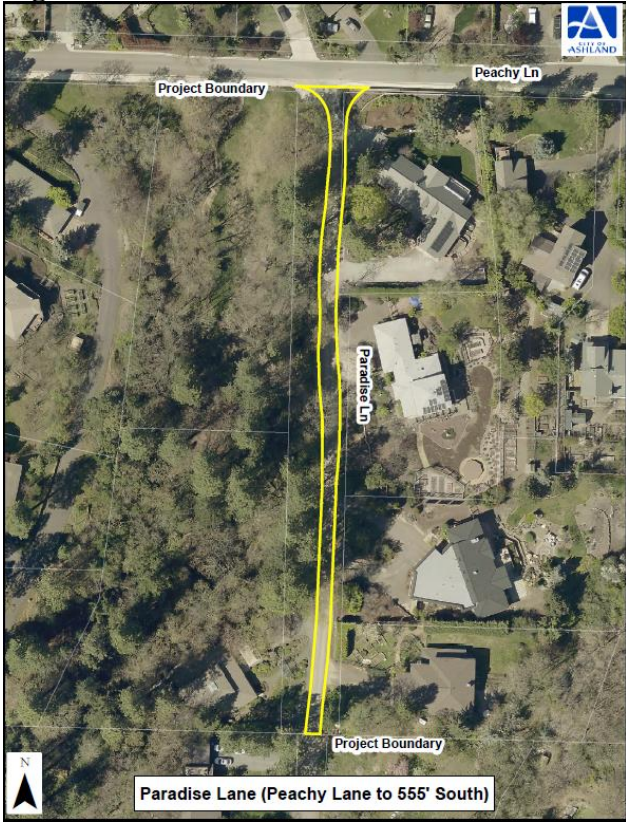


Figure 2: Paradise Lane Jurisdictional Transfer Site Map



POLICIES, PLANS & GOALS SUPPORTED

Council Goals:

Prioritize the “Essential Services”, including the associated infrastructure:

- Streets

Develop and/or enhance the following “Value Services” by leveraging the City’s resources.

- Multi-Modal Transportation
- All-Age Friendly Community

Transportation System Plan:

- Create a green template for other communities in the state and nation to follow
- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and vehicular traffic in terms of mobility and access within and through the City of Ashland.

Climate Energy Action Goals

Evaluate the use of low-carbon concrete (sidewalk)

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

The City Council previously supported a Jackson County grant application to fully improve middle Clay Street to City standards ([September 17, 2019 Business Meeting](#)).

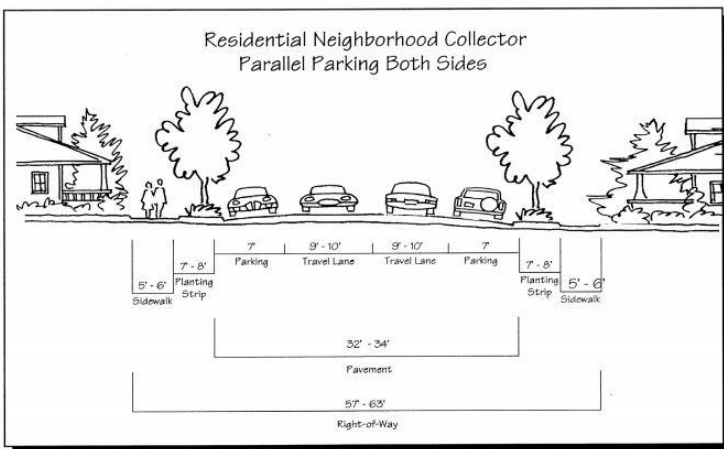
The City has previously coordinated with Jackson County on grant applications and jurisdictional transfers of roadways that have been improved to City standards. The last project was Peachey Road. Peachey Road was improved to City standard by Jackson County and the City accepted jurisdictional transfer via resolution at the [June 2, 2015 Business Meeting](#).

BACKGROUND AND ADDITIONAL INFORMATION

Through the Metropolitan Planning Organization (MPO) competitive grant funding process Jackson County was awarded \$4,535,814 Surface Transportation Community Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) grant funding to fully improve Clay Street and bring the street to an acceptable City standard. The City Council formally supported this grant application with the understanding that if awarded, staff would coordinate with Jackson County on the jurisdictional transfer of middle Clay Street. The IGA with Jackson County for the jurisdictional transfer of Clay Street illustrates the terms and conditions for the transfer associated with the funding stream to fully improve the roadway.

Middle Clay Street from Siskiyou Boulevard to its terminus at Faith Street is under the jurisdictional control of Jackson County and the Oregon Department of Transportation. The County’s jurisdiction stops 300 feet north of Takelma Way. The chip sealed roadway is maintained intermittently by Jackson County and generally has no other formal improvements, i.e. sidewalk or park row. Middle Clay Street is classified as a residential neighborhood collector with 60 feet of dedicated right of way (see cross section below). The City requires a roadway to be brought up to City standards, which include; full width paving, sidewalk, park row, as well as ancillary drainage, lighting and ADA improvements before approving a jurisdictional transfer for ownership of the roadway. Public Works staff has received numerous complaints from adjacent residents over the years regarding the overall paved surface condition of Clay Street and its lack of sidewalk connections to Siskiyou Boulevard and Ashland Street. In conjunction with the County’s grant application , numerous residents provided letters of support for the improvement project.

Figure 3: Typical residential collector cross section



Along with middle Clay Street the County has requested the City also approve of the transfer of Paradise Lane and a small section of upper Clay Street. Paradise Lane is a narrow un-improved road within the City limits that connects to Peachey Avenue. Jackson County is proposing to provide a 12 foot wide double chip seal from its connection with Peachey Avenue to its terminus. Jackson County is also proposing to chip seal the section of upper Clay Street. The sections of roadway are represented in the site map reference. Chip seal is an appropriate surface treatment for these very low volume roadway sections.

The next jurisdictional transfer steps are that within 180 days of finalizing the IGA the City must pass a resolution approving the jurisdictional transfer of middle Clay Street and Paradise Lane. After this resolution is passed the County will then obtain Commission Board approval to relinquish all rights to Clay Street and Paradise Lane. This creates a way for the City to manage the project as opposed to the County. This is the same process followed with respect to the previous jurisdictional transfer of Peachey Avenue. If the IGA is approved within 180 days staff will bring forward the appropriate legally approved resolution accepting the jurisdictional transfer of the roadway sections.

FISCAL IMPACTS

Jackson County was awarded a STBG and CMAQ grant for \$4,535,814 for the improvement of middle Clay Street. In addition, Jackson County is required to provide a minimum match of \$512,500 bringing the total to \$5,048,314 in available funding for the improvement. Any project costs that exceed this amount would be borne by the City of Ashland. As part of the IGA, the City of Ashland Engineering Division would be responsible for managing the project and soft costs would include the staff time necessary to provide for the management of the engineering and construction phases. Full cost of the double chip seal and fog seal to Paradise Lane and upper Clay Street portion of the project will be borne and completed by Jackson County.

STAFF RECOMMENDATION

Staff recommends approval of the IGA document for the jurisdictional transfer.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move to approve the Intergovernmental Agreement with Jackson County
2. I move to amend the Intergovernmental Agreement with Jackson County [add amendment]

REFERENCES & ATTACHMENTS

Attachment #1: Intergovernmental Agreement-Jurisdictional Transfer

Attachment #2: Site Maps of Roadways for Jurisdictional Transfer

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ASHLAND, OREGON, AND JACKSON COUNTY,
OREGON, FOR THE IMPROVEMENT AND JURISDICTIONAL TRANSFER OF
PORTIONS OF CLAY STREET AND PARADISE LANE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between the CITY OF ASHLAND, 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 of the CITY, including:

1. Clay Street (Siskiyou Blvd. to 300' north of Takelma Way)
2. Clay Street (1450' south of OR Hwy 99 to 2190' south of OR Hwy 99)
3. Paradise Lane (Peachy Lane to 555' south); and

WHEREAS, the COUNTY has been awarded \$4,535,814 in Surface Transportation Block Grant and Congestion Mitigation and Air Quality funds from the Rogue Valley Metropolitan Planning Organization to improve Clay Street from Siskiyou Blvd. to Faith Ave.; and

WHEREAS, the CITY is willing to assume the lead role in delivering and constructing improvements to Clay Street from Siskiyou Boulevard to Faith Avenue (hereinafter the "Clay Street Project"); and

WHEREAS, the COUNTY desires to provide financial assistance to the CITY to aid in the construction of the Clay Street Project and to make improvements to Clay Street from 1450' south of OR Hwy 99 to 2190' south of OR Hwy 99 and to Paradise Lane from Peachy Lane to 555' south; and

WHEREAS, the CITY has an ongoing street maintenance and improvement program for roads and streets within the city limits; and

WHEREAS, the PARTIES desire to exchange road jurisdiction of certain COUNTY maintained and operated roads within the corporate limit of the CITY; 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. Clay Street (Siskiyou Blvd. to 300' north of Takelma Way)

- ii. Clay Street (1450' south of OR Hwy 99 to 2190' south of OR Hwy 99)
- iii. Paradise Lane (Peachy Lane to 555' south)

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 180 calendar days of the Effective Date of this Agreement, the CITY shall consider passage of 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. The CITY may place conditions on this request as set forth in Subsection 2.B. of this Agreement.
- B. CITY shall enter into an Intergovernmental Agreement with the Oregon Department of Transportation to assume control and management of the \$4,535,814 grant from the Rogue Valley Metropolitan Planning Organization to complete the Clay Street Project between Siskiyou Boulevard. and Faith Avenue and shall be the lead local government agency to design and construct the Clay Street Project.

2. COUNTY OBLIGATIONS

- A. 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.
- B. If following the public hearing as required in subsection 2.A. of this Agreement, the COUNTY determines to surrender jurisdiction as requested, COUNTY shall adopt an Order surrendering jurisdiction with the following conditions:
 - i. The COUNTY shall complete necessary pavement preparation and then apply a 12-foot wide double chip seal and fog seal to Paradise Lane from Peachy Lane to 555' south and a 16-foot double chip seal and fog seal to Clay Street from 1450' south of OR Hwy 99 to 1885' south of OR Hwy 99. When these roads are chip sealed, the COUNTY shall have no further obligation, financial or otherwise and all right, title, interest, jurisdiction, maintenance, and control of these facilities shall rest with the CITY.

- ii. Upon the issuance of a Notice to Proceed for construction of the Clay Street Project, the COUNTY shall immediately make a one-time payment to the CITY in the amount of \$512,500.00 (five hundred and twelve thousand and five hundred dollars) and the COUNTY shall have no further obligation, financial or otherwise, with regard to Clay Street from Siskiyou Boulevard to 300' north of Takelma Way.
- C. 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.B. 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.

GENERAL PROVISIONS

1. **Indemnification.** Unless prohibited by the Oregon Tort Claims Act or the Oregon Constitution, the PARTIES shall indemnify and hold harmless each other as follows.
 - 1.1 **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.
 - 1.2 **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.
2. **Amendments.** This Agreement may be amended at any time by the mutual written agreement of both the CITY and the COUNTY.
3. **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.
4. **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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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 Ashland:

City of Ashland - City Administrator
20 East Main Street
Ashland, 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 ASHLAND:

JACKSON COUNTY:

Kelly A Madding, City Administrator

Danny Jordan, County Administrator

Date: _____

Date: _____

Ashland St

Project Boundary

Faith St

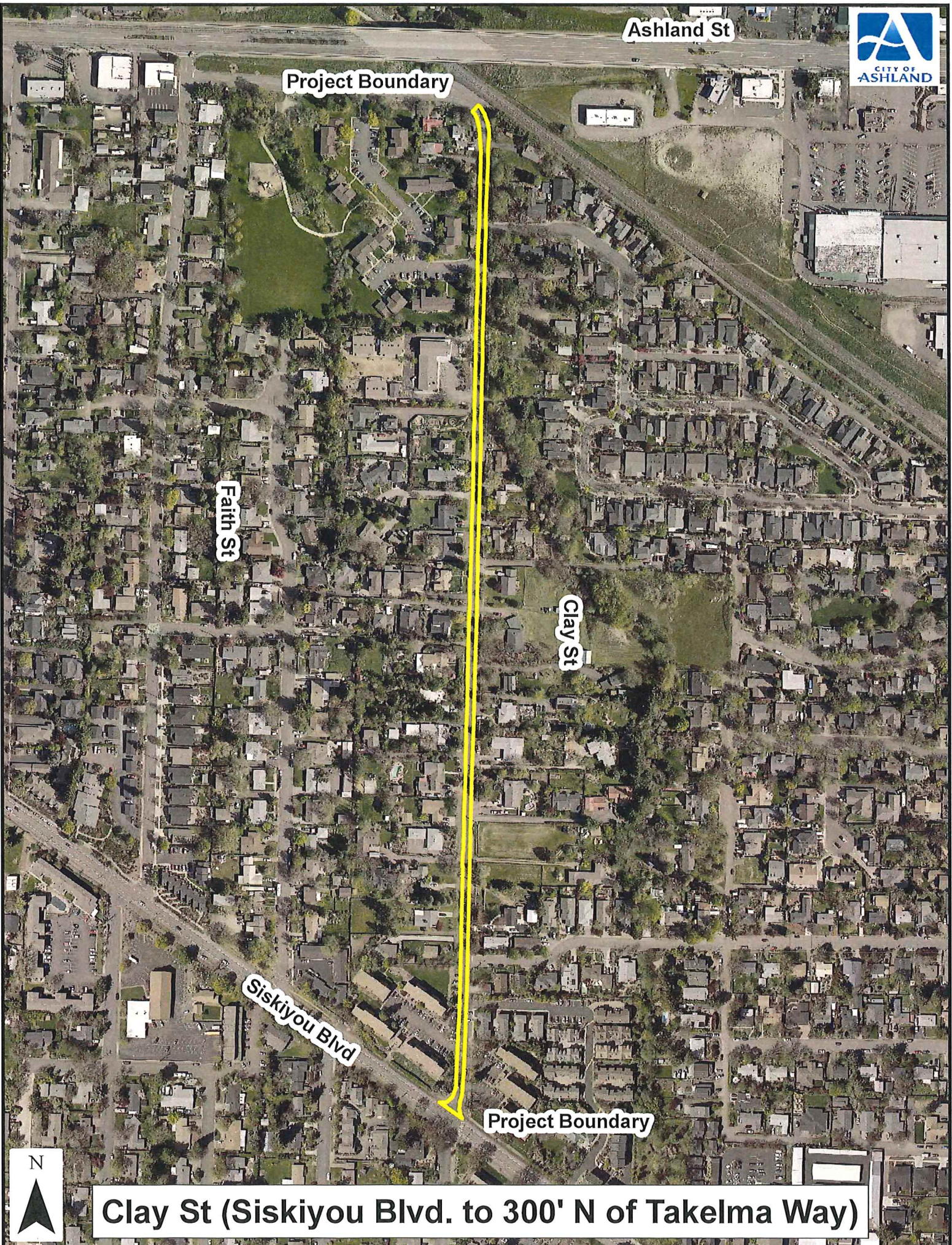
Clay St

Siskiyou Blvd

Project Boundary

N

Clay St (Siskiyou Blvd. to 300' N of Takelma Way)



Project Boundary

Clay St

Project Boundary



Clay St (1450' South of OR HWY 99 to 2190' South of OR HWY 99)

Peachy Ln

Project Boundary

Paradise Ln

Project Boundary

Paradise Lane (Peachy Lane to 555' South)

