



M. BARBARA CARTMILL  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Happy Valley for Planning, Engineering and Building Permitting Services for portions of the Eagle Landing Development**

<b>Purpose/Outcomes</b>	This Intergovernmental Agreement (IGA) outlines roles and responsibilities for the provision of Planning, Engineering, and Building permitting services for portions of the Eagle Landing development.
<b>Dollar Amount and Fiscal Impact</b>	Revenue Estimates Land Use Planning – TBD Civil Engineering – Up to \$146,000 Building – Up to \$1,300,000
<b>Funding Source</b>	Revenue to Clackamas County Land Use and Development services Line of Business.
<b>Safety Impact</b>	N/A
<b>Duration</b>	IGA will take effect upon execution and will be in effect until such time as up to 400,000 square feet of new construction is permitted west of SE Stevens Road. IGA allows extension of these services if mutually agreed upon.
<b>Previous Board Action</b>	Disposition and Development Agreement/TSDC Resolution – March 5, 2015 Urban Growth Management – November 7, 2013
<b>Contact Person</b>	Dan Johnson – Assistant Director of Development, Clackamas County Department of Transportation and Development – (503) 742-4325

**BACKGROUND**

The Eagle Landing development is bisected by SE Stevens Road with those areas west of Stevens located in unincorporated Clackamas County and those areas east located in the City of Happy Valley. On May 19, 2015 the City of Happy Valley formally annexed those previously unincorporated areas to the west of Stevens Road. Concurrent with this annexation, the City of Happy Valley approved an Intergovernmental Agreement to secure development review assistance from Clackamas County for the area proposed for annexation. Those services are more clearly outlined in the attached IGA but generally consist of the following:

- Land Use Planning Consultant Services
- Civil Engineering Review and Permitting Services
- Building Review and Permitting Services

While provision of these services is initially limited at 400,000 square feet of development located west of Stevens Road, the area previously located in unincorporated Clackamas County, there is the ability to extend these services beyond this scope subject to mutual agreement.

**RECOMMENDATION**

Staff recommends the Board approve and sign the Intergovernmental Agreement by and between the City of Happy Valley and Clackamas County for the provision of development services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Johnson', written in a cursive style.

Dan Johnson, Assistant Director of Development

## **INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF HAPPY VALLEY AND CLACKAMAS COUNTY**

This Intergovernmental Agreement ("Agreement") is entered into by and between the following parties: The City of Happy Valley, a municipal corporation of the State of Oregon (hereinafter, the "CITY"), and Clackamas County, a political subdivision of the State of Oregon (hereinafter the "COUNTY"), by and through the County Department of Transportation and Development.

### **RECITALS**

WHEREAS, ORS 190.003 to 190.030 allow units of local government to enter into an agreement for the performance of any or all functions and activities that the units have authority to perform; and

WHEREAS, the City and County entered into an Intergovernmental Agreement dated June 19, 2001 that contemplated that the parties would enter into a separate intergovernmental agreement to further define each party's role with respect to permitting activities related to a development project commonly referred to as Eagle Landing ("Eagle Landing"), which is depicted on Exhibit A and more particularly described in Exhibit B and C, which are attached hereto, and

WHEREAS, Section 6 of Clackamas County Resolution No. 2015-18 requires the developer of Eagle Landing to enter into an annexation agreement with the City of Happy Valley with terms and conditions negotiated by the County, the City, and the Developer, and

WHEREAS, the City and County seek to ensure effective coordination of planning, engineering and permitting services for development of Eagle Landing, and

WHEREAS, the City desires to annex the property on which the Eagle Landing development will be located ("Property"), and

WHEREAS, the City and County desire to provide excellent public service to their citizens and to accomplish this goal in the most effective and efficient manner.

NOW THEREFORE, it is agreed by the parties:

#### **1. EFFECTIVE DATE AND TERMINATION**

This Agreement becomes effective on the last date signed by the Parties below. The Agreement may be terminated only by mutual written agreement of the Parties.

## **2. PLANNING PERMITTING SERVICES**

- A. Following annexation of the Property into the City, the City hereby agrees to retain the County for, and the County hereby agrees to provide, planning services as mutually agreed upon by both the City and the County related or resulting from any development of the Eagle Landing project. Planning services include:
- a. Consultation services on land use permitting in regard to Master Plan approval, plat approval and Design Review approval;
  - b. Attending meetings of the City Planning Commission, Design Review Board, City Council and other public agencies or civic groups as required.

## **3. ENGINEERING SERVICES**

- A. The City hereby agrees to retain the County for the following engineering services related to or resulting from any development of the Eagle Landing project, west of SE Stevens Road, more particularly identified in Exhibit A:
- a. Commercial Development Traffic Review & Civil Construction Permitting & Inspection.
  - b. Review and issuance of permits, easement deeds and roadway acceptance for improvements to or work in existing Clackamas County facilities (public right-of-way), including utility installations, driveways, ditches, curb, culverts or other access or drainage within the public right-of-way.
  - c. Street and Plat Vacations.
  - d. Public service tasks including, but not limited to, responding to inquiries, dispersing informational materials and other similar services.
  - e. Other related tasks specifically requested by the City and agreed to in writing by the County.
- B. The County agrees to coordinate with the City to ensure the City has an opportunity to participate in the review of any work contemplated by this section. The City shall not have a claim to any fees or offsets, or

to be compensated in any way for work it may undertake pursuant to this section.

- C. The City shall assume responsibility for providing the services described in Paragraph A of this section after the County has issued building permits for 400,000 sq. ft. of construction activity associated with that portion of the Eagle Landing development located west of SE Stevens Road. The City shall not assume responsibility for those services affecting a County facility, including, but not limited to, Bob Schumacher Road.

#### **4. BUILDING PERMITTING SERVICES**

- A. The County shall retain responsibility for Building Services, as prescribed in the Oregon Revised Statutes (ORS 455), for the first 400,000 sq. ft. of construction activity associated with the Eagle Landing development located west of SE Stevens Road.
- B. The City shall assume responsibility for providing the Building Services described in this section after the County has issued building permits for 400,000 sq. ft. of construction activity associated with the Eagle Landing development located west of SE Stevens Road. Upon request by the City and acceptance by the County, the City can utilize the County's building permit services as necessary for building services beyond the 400,000 square-foot benchmark.

#### **5. COMPENSATION**

- A. The City shall reimburse County for all actual costs for labor and out of pocket expenses incurred by the County to perform the planning services described in Section 2.
- B. The County shall collect the County's adopted fees for work performed under Section 3 (Engineering Services) and Section 4 (Building Permitting Services) of this Agreement. The City shall not have a claim to any fees or offsets, or to be compensated in any way for work it may undertake pursuant to Sections 3 and 4 of this Agreement.
- C. Transportation expenses, including mileage reimbursement, for work performed in the field will be calculated according to the County's adopted reimbursement policies for such expenses.

D. The County shall submit a quarterly invoice to the City for expenses incurred under this Agreement. The City shall pay all uncontested charges within 30 days of receiving the invoice.

- i. The City shall provide a written explanation for any contested charges.
- ii. Any contested charges shall be resolved by the City manager and County Administrator.
- iii. In the event the City Manager and County Administrator are not able to resolve the City's objections, the Parties reserve the right to pursue such remedies as provided by law.

## 6. AMENDMENT

This Agreement may be amended within its current term or any successive term by the joint agreement of the Parties. Any amendment or other modification to this Agreement must be in writing and signed by authorized representatives of each Party.

## 7. HOLD HARMLESS

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including all attorney(s) fees and costs), arising out of, or resulting from the County's performance of this agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney fees and costs) arising out of or resulting from County's performance of this agreement when the loss or claim is attributable to the acts or omissions of County.

## 8. SEVERABILITY

County and City agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**9. ASSIGNMENT**

Neither Party may assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party.

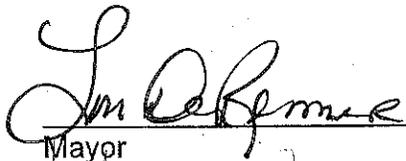
**10. PRIOR AGREEMENTS**

This Agreement embodies the entire Agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**City of Happy Valley**

**Board of Commissioners  
Clackamas County**

  
\_\_\_\_\_

Mayor

\_\_\_\_\_

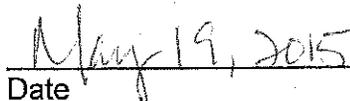
Chair

  
\_\_\_\_\_

Witness

\_\_\_\_\_

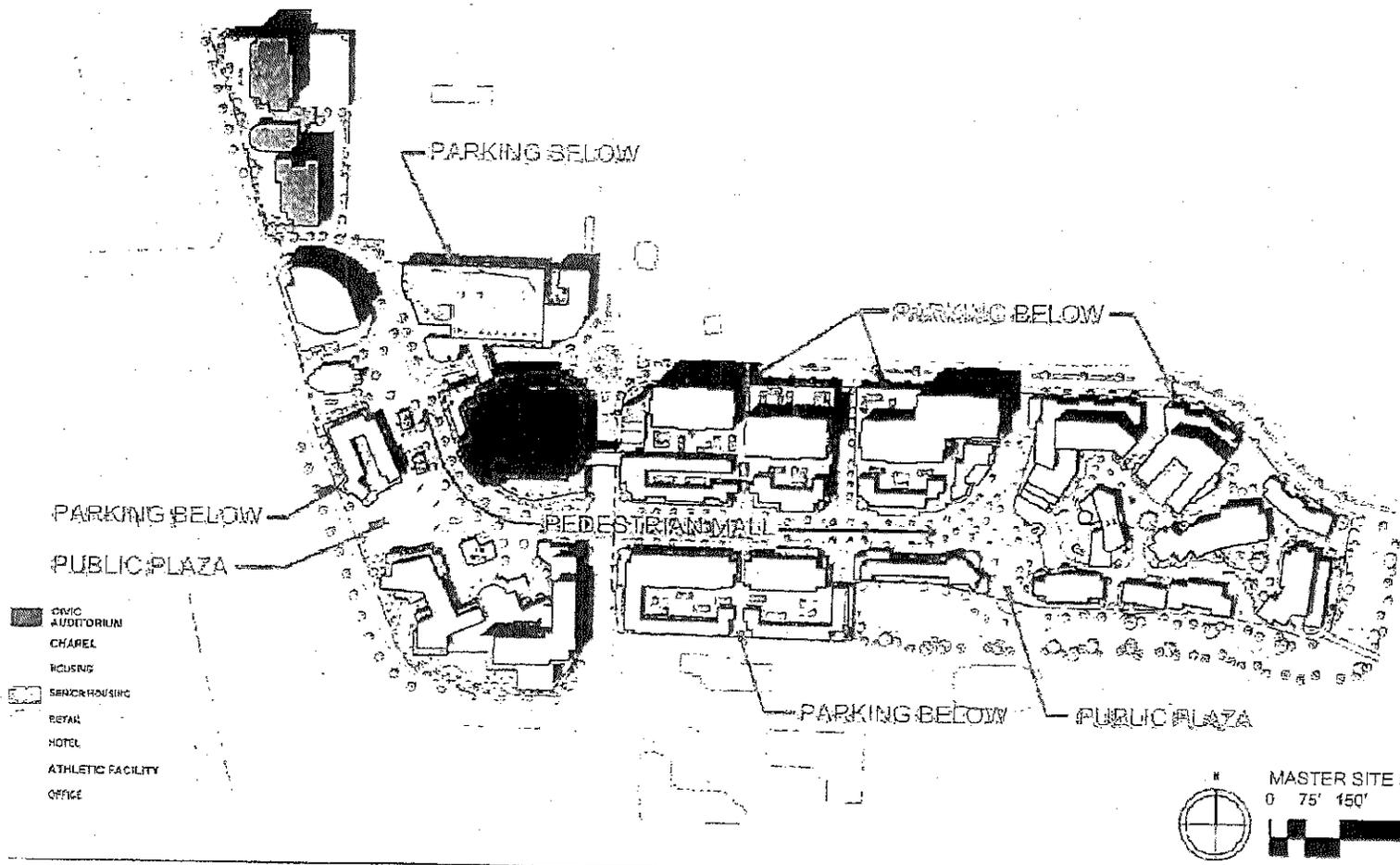
Recording Secretary

  
\_\_\_\_\_

Date

\_\_\_\_\_

Date



EAGLE LANDING

**SIENNA**  
architecture + planning

Exhibit A – For Illustration Purposes

EXHIBIT "B"

OWNER: Clackamas County Development Agency  
TAX ACCOUNT NO.: 12E33DC00200  
DOCUMENT NO.: 1999-109960  
DATE: 03/19/2015

All of that property situated in the Southeast quarter of Section 33, Township 1 South, Range 2 East, of the Willamette Meridian, described in deed document to Clackamas County Development Agency, recorded November 24, 1999 as Document No. 1999-109960, Deed Records of Clackamas County, Oregon.

Subject to Easements of record and the following; a Permanent Right Of Way Easement for Road Purposes, recorded December 03, 2008 as Document No. 2008-080170, Permanent Public Utility and Slope Easement, recorded December 03, 2008 as Document No. 2008-080171, Permanent Slope Easement , recorded December 03, 2008 as Document No. 2008-080172.

EXHIBIT C

Tax lot 12E33DB-200, Deed no. 83-35576; Tax lot 12E33DB-104, Deed no. 80-8412; Tax lot 12E33DB-400, Deed no. 80-8415; Tax lot 12E33DB -500, Deed no. 80-8412, Tax lot 12E33DB -602, Deed no. 80-22510; Tax lot 12E33DB-603, Deed no. 83-35575; Tax lot 12E33DC-100, Deed no. 88-31876.

Excluding Property as described in Deed no. 99-091731.

ALONG WITH:

PARCEL I: LOTS 1-6, INCLUSIVE, EAGLE LANDING (PLAT BOOK 126, PAGE 0018), CLACKAMAS COUNTY, OREGON, AND PARCEL II: AN EASEMENT FOR RECIPROCAL ACCESS AS DELINEATED ON THE RECORDED PLAT OF EAGLE LANDING (PLAT BOOK 126, PAGE 0018) (the "Property")

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.