

**YAMHILL COUNTY, OREGON /  
CITY OF CARLTON, OREGON**

**INTERGOVERNMENTAL  
AGREEMENT**

This agreement ("Agreement") is between YAMHILL COUNTY ("County"), a political subdivision of the State of Oregon and the CITY OF CARLTON ("City"), a municipal corporation of the State of Oregon.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This Agreement is effective on the date it is fully executed. It will terminate on December 31, 2022, unless modified by mutual agreement of the parties or earlier terminated pursuant to Section 10 of this Agreement.

**2. Statement of Purpose.**

City intends to install a replacement water transmission pipeline along approximately 14,600 feet of pipeline currently located within the Meadowlake Road County right of way. The City's waterline project primarily impacts only one lane of travel. Yamhill County has requested an expansion of the project to include additional paving and has agreed to pay for paving the other non-impacted lane of Meadowlake Road, or fifty percent (50%) of the full width overlay work. County would also be responsible for additional shoulder work on both sides of the road. County's estimated contribution for the overlay and shoulder work based upon the lowest and best bid received is \$208,000. This budget line item has been approved by our Board of Commissioners per B.O. 21-374. This is an estimated cost based upon anticipated paving and shoulder quantities. Final costs will be determined once construction has been completed.

**3. Expansion of Construction Improvements.**

By executing this Agreement, County grants City the right to and City agrees to install additional half-street paving and shoulder improvements (the "Enhanced Improvements") on approximately 13,400 feet of Meadowlake Road to be undertaken in conjunction with City's upcoming water transmission pipeline replacement project. City shall undertake and complete all design, construction documentation, obtain all required permits and inspections and conduct procurement activities in lawful compliance and conjunction with ORS Chapters 279B and ORS 279C.

**4. Consideration.**

The consideration for this Agreement shall be that County shall reimburse City within thirty days of receipt, review and approval of billing thereof, for the allocated cost of the

Enhanced Improvements based on the actual cost for such improvements incurred by City.

**5. Indemnity and Hold Harmless.**

Subject to the limitations imposed by the Constitution of the State of Oregon and the Oregon Tort Claims act, City and County shall each defend, save, hold harmless, and indemnify the other party from all claims, suits, injuries, costs, expenses, fees or actions of whatsoever nature resulting from or arising out of such party's actions relating to the Enhanced Improvements.

**6. No Disruption to Current Operation of Property.**

Any and all actions by City its agents, employees and contractors upon Panther Creek Road shall be conducted in a reasonable manner so as not to unreasonably disturb or disrupt public access to or use of the Panther Creek Road.

**7. Protection of Workers, Property and the Public; Liens.**

City shall take all necessary precautions for the safety of all personnel on the Property, including compliance with all applicable provisions of federal, state or municipal safety laws and codes to prevent accidents or injury to persons on, about or adjacent to the Property where the work is being performed.

City shall pay in full all persons who perform labor or provide materials for the work to be performed by City. City shall not create, permit, or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against Panther Creek Road or any property of the County for any such work performed. City shall require its contractor to indemnify and hold harmless the County from and against any and all liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

**8. No Third-Party Beneficiaries.**

County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified in this Agreement and expressly described as intended beneficiaries of the terms of this Agreement.

**9. Successors in Interest.**

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

**10. Termination.**

- a. County and City, by mutual written agreement, may terminate this Agreement at any time.
- b. Either City or County may terminate this Agreement in the event of a material breach by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.
- c. Upon any such termination further work on the Enhanced Improvements shall immediately cease and County shall promptly make payment when billed for all undisputed work undertaken pursuant to this Agreement.

**11. Governing Law**

The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of Yamhill County, Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

**12. Severability**

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 invalid.

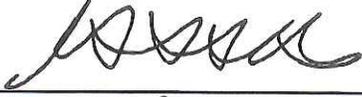
**13. Merger Clause**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BY ITS SIGNATURE, CITY ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

YAMHILL COUNTY

Approved:



Commissioner, Chair

10/14/21  
Date

Approved as to Form:



County Counsel

CITY OF CARLTON

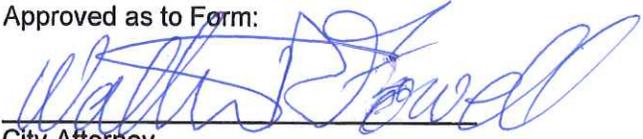
Approved:



Mayor, City of Carlton

10/12/21  
Date

Approved as to Form:



City Attorney

Attest:  
City Recorder



Accepted by Yamhill County  
Board of Commissioners on  
10/14/21 by Board Order  
# 21-415