

## WASHINGTON COUNTY AND YAMHILL COUNTY INTERGOVERNMENTAL AGREEMENT

This agreement (the "Agreement") made this 7th day of October, 2025, between Washington County, a political subdivision of the State of Oregon, and Yamhill County, a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the "COUNTIES."

### RECITALS:

- A. ORS Chapter 190 authorizes counties to enter into intergovernmental agreements for the performance of any or all functions and activities that a county, its officers or agencies, have the authority to perform, including the authority to perform as "Road Authority" related to maintenance responsibilities for county roads;
- B. There are certain Washington County roads that encroach into Yamhill County, but where no record exists establishing that segment of road as a Yamhill County road. Likewise, there are certain Yamhill County roads that encroach into Washington County where no record exists establishing that road as a Washington County road. These encroachments result in inconsistent maintenance since the establishment of these encroachments is not documented in the official road records.
- C. There are other County roads that begin in one jurisdiction but terminate in the other. To make maintenance more consistent and provide for a better use of resources, the COUNTIES desire to make one jurisdiction responsible for general maintenance for these identified County roads.
- D. For purposes of this Agreement only, the COUNTIES intend that the term "Road Authority" shall be limited to the authority of the county assigned by this agreement to undertake maintenance activities for the safe and efficient operation of the identified county roads as outlined in Section 3.1.
- E. COUNTIES desire to eliminate the current confusion and to improve the efficiencies of maintenance and public service by surrendering and assigning maintenance responsibilities over these county roads to one county or the other, explicitly as the Road Authority, as provided in this Agreement.
- F. Where this Agreement assigns maintenance responsibilities to a single county, the assigned county will generally perform the activities outlined in Section 3.1 as the "Road Authority" on the identified roads.
- G. For the reasons stated above and in consideration of the terms and conditions of this Agreement, the Yamhill County Board of Commissioners and the Washington County Board of Commissioners deem it in the best interest of each county to surrender and assign the Road Authority and corresponding duties as outlined in Section 3.1 over the county roads described in Sections 1.1.1 through 1.1.4 and 2.1.1 through 2.1.2 that are the subject of this Agreement.

### THE COUNTIES AGREE:

**1. Road Maintenance to be Surrendered to Washington County:**

- 1.1. Responsibility for Road Authority activities (as outlined in Section 3.1) for the following Yamhill roads located in Yamhill County shall be surrendered to Washington County pursuant to the terms and conditions of this Agreement:
  - 1.1.1. As depicted on Exhibit A, attached hereto, all of NE Neill Road located in Section 5, T. 3S., R. 2W., W.M. (Yamhill legal county road #53), and being approximately 0.29 miles in length.
  - 1.1.2. As depicted on Exhibit B, attached hereto, that portion of SW Holly Hill Road located in Section 15, T. 2S., R. 3W., W.M. (a public road by prescription in Yamhill), and being approximately 0.16 miles in length.
  - 1.1.3. As depicted on Exhibit C, attached hereto, those portions of SW Jaquith Road located in Section 31, T. 2S., R. 2W., W.M. (Washington legal county road 904, maintenance road number 169400), and being approximately 0.06 miles in length.
  - 1.1.4. As depicted on Exhibit D, attached hereto, that portion of SW Buckhaven Road located in Section 25, T. 2S., R. 3W., W.M. (Washington legal county road 1480, maintenance road number 119980), and being approximately 0.29 miles in length.
- 1.2. To facilitate the performance of responsibilities under this Agreement, Washington County hereby accepts responsibility for Road Authority activities (as outlined in Section 3.1) for the portions of the roads listed in 1.1.1 through 1.1.4.

**2. Road Maintenance to be Surrendered to Yamhill County:**

- 2.1. Responsibility for Road Authority activities (as outlined in Section 3.1) for the following Washington County roads shall be surrendered to Yamhill County pursuant to the terms and conditions of this Agreement:
  - 2.1.1. As depicted on Exhibit E, attached hereto, that portion of NE Mountain Top Road located northeast of the southwest corner of Section 32, T. 2S., R. 2W., W.M. (Yamhill legal county road #63, Yamhill road maintenance Section Two, and Washington maintenance number 194430), and being approximately 0.39 miles in length.
  - 2.1.2. As depicted on Exhibit F, attached hereto, that portion of NE Jaquith Road (Yamhill Legal county road #163, maintenance Section One) located in Section 32, T. 2S., R. 2W., W.M. (a public road by prescription in Washington) and being approximately 0.27 miles in length.
- 2.2. To facilitate the performance of responsibilities under this Agreement, Yamhill County hereby accepts responsibility for Road Authority activities (as outlined in Section 3.1) for the portions of the roads listed in 2.1.1 through 2.1.2.

### **3. Road Maintenance and Participation:**

- 3.1 For purposes of this Agreement, the Road Authority obligation includes, but is not necessarily limited to, the following:
  - 3.1.1 Construction and reconstruction;
  - 3.1.2 Improvement or repair, and maintenance; and
  - 3.1.3 Maintenance and repair of related facilities within the roadway, including but not limited to roadway surface, storm water drainage facilities, traffic control devices, and roadside barriers; and
  - 3.1.4 Timely elimination or mitigation of known hazards to the road users.
- 3.2 Maintenance and repair of traffic control devices shall include, but not be limited to, signs, pavement markings, and related appurtenances.
- 3.4 Maintenance and repair responsibility of other traffic control devices (i.e. signs and pavement markings) on the cross streets approaching the road segments identified in Sections 1 and 2 of this agreement are not being surrendered as part of this agreement.
- 3.5 Neither county subject to this Agreement shall seek reimbursement from the other for expenses incurred in performing the Road Authority activities outlined in Section 3.1.
- 3.6 COUNTIES shall maintain those road segments as described in Sections 1.1.1 through 1.1.4 and 2.1.1 through 2.1.2 to a standard that is the same or similar to other roads with similar features, function, and characteristics within their respective jurisdiction and in the same manner and course as roads within their respective jurisdiction.
- 3.7 COUNTIES shall respond to citizen inquiries, requests for service, emergency response and record keeping, for those road segments as described in Sections 1.1.1 through 1.1.4 and 2.1.1 through 2.1.2 in a manner that is similar to other roads with similar features, function, and characteristics within their respective jurisdiction.
- 3.8 If either county is contacted about a maintenance need on a road segment that is maintained by the other county, the contacted county will promptly notify the other county of the situation. The contact method shall be as follows:
  - 3.8.1 For Washington County, the contact method(s) shall be in the following order:

- Online Request for Service:  
<https://forms.co.washington.or.us/form/request-road-service>
- E-mail: [lutops@co.washington.or.us](mailto:lutops@co.washington.or.us)
- Phone: 503-846-7623 (ROAD)

3.8.2 For Yamhill County, the contact method(s) shall be in the following order:

- Online Request for Service:  
<https://www.yamhillcounty.gov/FormCenter/Public-Works-6/Public-Works-Road-Repair-Request-Form-47>
- Phone: 503-434-7515

- 3.9 If either county is contacted by their county's 911 dispatch center regarding a situation on a road segment that is maintained by the other county, the contacted county will determine, at the point of contact by the 911 dispatch center, whether to promptly notify the other county of the situation or to respond to the situation with resources from their county. If the notified county is non-responsive or unable to respond, the contacted county shall respond based on their availability of resources and assessment of the situation.
- 3.10 If either county makes a determination that any assigned road segment subject to this Agreement has a diminished or reduced level of maintenance that will substantially impact the road's use and/or serviceability, that county shall notify the county responsible for maintenance under this Agreement, in writing, along with a proposal to modify the maintenance strategy. If the modified maintenance strategy is not acceptable to both counties, then the county that provided the notice may elect to reclaim maintenance responsibility over the road segment in question by providing a second written notice, delivered no less than 30 days after delivery of the first notice described above, clearly indicating its election to reclaim maintenance responsibility. Delivery of the second written notice clearly indicating one county's election to reclaim maintenance responsibility over a particular road segment shall automatically amend this Agreement to exclude the road segment indicated in the notice and such notice will be made part of this Agreement. An election to reclaim maintenance responsibility may only be exercised as to an entire road segment, as described in Sections 1.1.1 through 1.1.4 and 2.1.1 through 2.1.2.
- 3.11 For roadways subject to this agreement, right of way permit authority pursuant to ORS 374.305 will be the responsibility of the county with maintenance responsibility as outline in this agreement. This responsibility may be transferred or held jointly upon mutual agreement between counties depending on the nature of the work being permitted. Except as otherwise provided in this Agreement, COUNTIES retain jurisdiction over those roads within their respective boundaries.

- 3.12 COUNTIES agree to inform the other in writing of any land use actions, decisions or permits that are pending that may impact a road segment that is subject to this Agreement and shall consider any input prior to making a decision or recommendation related to such actions or prior to issuing any such permits.
- 3.13 For purposes of this Agreement, "Road Authority" shall be limited to the authority of the assigned county to undertake maintenance activities as determined necessary by the assigned county in the normal course of business for the safe and efficient operation of the identified county roads as outlined in Section 3.1.
- 3.14 COUNTIES shall follow the separately, adopted road standards or typical maintenance practices for the roadways subject to this agreement.

#### **4. General Provisions**

##### **4.1 LAWS OF OREGON**

This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. COUNTIES shall comply with all applicable federal, state and local laws, including rules and regulations that are applicable to the services provided under this Agreement including non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap. All relevant provisions required by ORS Chapter 279A- ORS 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

##### **4.2 COMPLIANCE WITH APPLICABLE LAW**

The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

##### **4.3 INSURANCE**

COUNTIES agree to maintain insurance levels or self-insurance in accordance with ORS 30.282 for the duration of this Agreement and at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

##### **4.4 FUNDING**

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI of the Oregon Constitution, and is contingent upon funds being

appropriated therefore. COUNTIES agree to comply with all applicable laws and regulations regarding the handling and expenditure of public funds.

#### 4.5 INDEMNIFICATION

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, COUNTIES agree to hold harmless, defend, and indemnify each other, including its officers, Commissioners, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) of any kind or nature for personal injury, death or damage to property arising out of services performed or the omission of services under this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, Commissioners, employees, agents, subcontractors, or anyone over which the county has a right to control. In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the responsible county under this Agreement. COUNTIES shall give the other immediate written notice of any action or suit filed or any claim made against that county that may result in litigation in any way related to this Agreement.

#### 4.6 RELATIONSHIP

Each county is an independent contractor with regard to each other. No county is an agent or employee of any other. Neither county, nor its employees, are entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other county.

#### 4.7 SEVERABILITY

If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, 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 intentions of the parties to the maximum extent possible.

#### 4.8 MODIFICATION OF AGREEMENT

Any waiver, consent, modification or change to the terms of this Agreement shall be binding only by mutual agreement of the counties. Any amendment, including additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing and shall refer specifically to this Agreement and shall be valid only when executed by the governing bodies of the COUNTIES, and attached hereto.

#### 4.9 INTEGRATION

This Agreement contains the entire agreement between the COUNTIES and supersedes all prior written or oral discussions or agreements regarding the same subject.

#### 4.10 DISPUTE RESOLUTION

The counties shall attempt to informally resolve any dispute concerning any county's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the counties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both counties for a recommendation or resolution.

#### 4.11 REMEDIES

Subject to the provisions in paragraph 4.9, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court or Yamhill County Circuit Court.

#### 4.12 EXCUSED PERFORMANCE

In addition to the specific provision of this Agreement, performance by COUNTIES shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots floods, drought, earthquakes fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the control to the county to be excused.

#### 4.13 ASSIGNMENT; DELEGATION; SUCCESSOR.

Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns

#### 4.14 RECORDS

Both parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties acknowledge

and agrees that County and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

#### 4.15 WAIVER

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

#### 4.16 COUNTERPARTS

This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

### 5. **Term and Termination:**

- 5.1 This Agreement is conditioned upon the faithful performance of the activities outlined in Section 3.1 and shall have an initial term from the date of signing hereof to June 30, 2030, and shall then automatically renew for successive one-year terms of July 1 to June 30 of each succeeding year unless either county provides written notice of non-renewal to the other county no later than the January 1 prior to the end of the initial or renewal term.
- 5.2 Either county may terminate this Agreement on account of breach by the other county upon thirty (30) days written notice. Notwithstanding the foregoing, either county may give notice of intent not to renew by giving notice no later than the January 1st prior to the end of the then current term.

**6. Effective date for Acceptance of Maintenance Authority:**

This Agreement shall become effective immediately upon execution by the governing bodies of Yamhill County and Washington County.

**YAMHILL COUNTY**

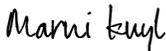
Signed by:  
  
0E58DDAC04AD470...  
\_\_\_\_\_  
Chair

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

Approved as to Form:

Signed by:  
  
E040203F0002406...  
\_\_\_\_\_  
County Counsel

**WASHINGTON COUNTY**

Signed by:  
  
65B0D494A448440...  
\_\_\_\_\_  
Chair

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

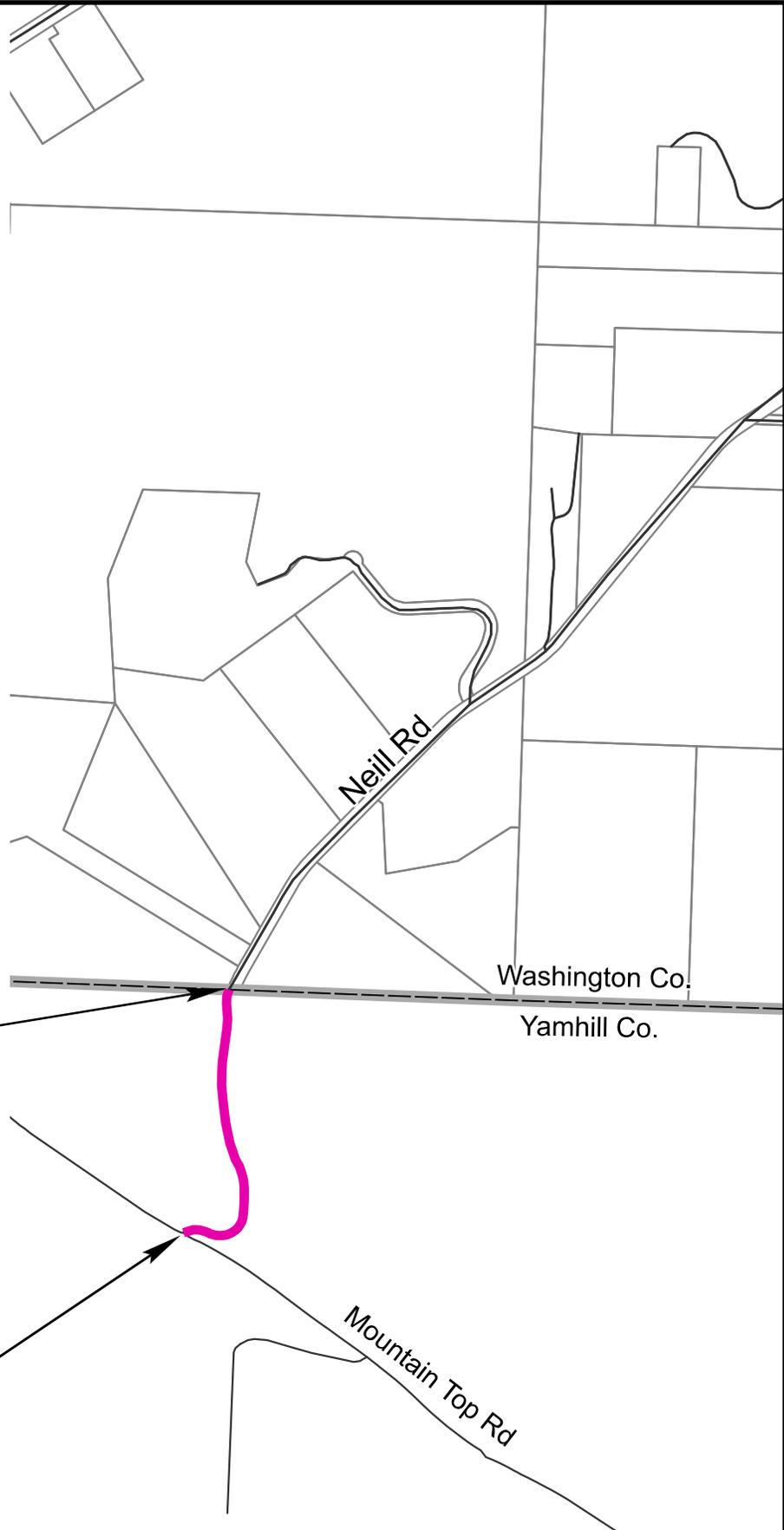
Approved as to Form:

\_\_\_\_\_  
County Counsel

Approved by the BOC on: 10/30/2025  
via Board Order No.: 25-354

**A PORTION OF NEILL ROAD  
SURRENDERED TO WASHINGTON  
COUNTY  
AGREEMENT ITEM 1.1.1**

LOCATED IN SECTION 5 OF T.3.S, R.2.W,  
YAMHILL COUNTY, OREGON



END PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 0.29

BEGIN PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 0.00  
(NE COR. SECTION 5)

**LEGEND**

-  SURRENDERED PORTION  
Total length 1,531 +/- LF
-  County Boundary Lines
-  Tax Lots



**EXHIBIT "A"**

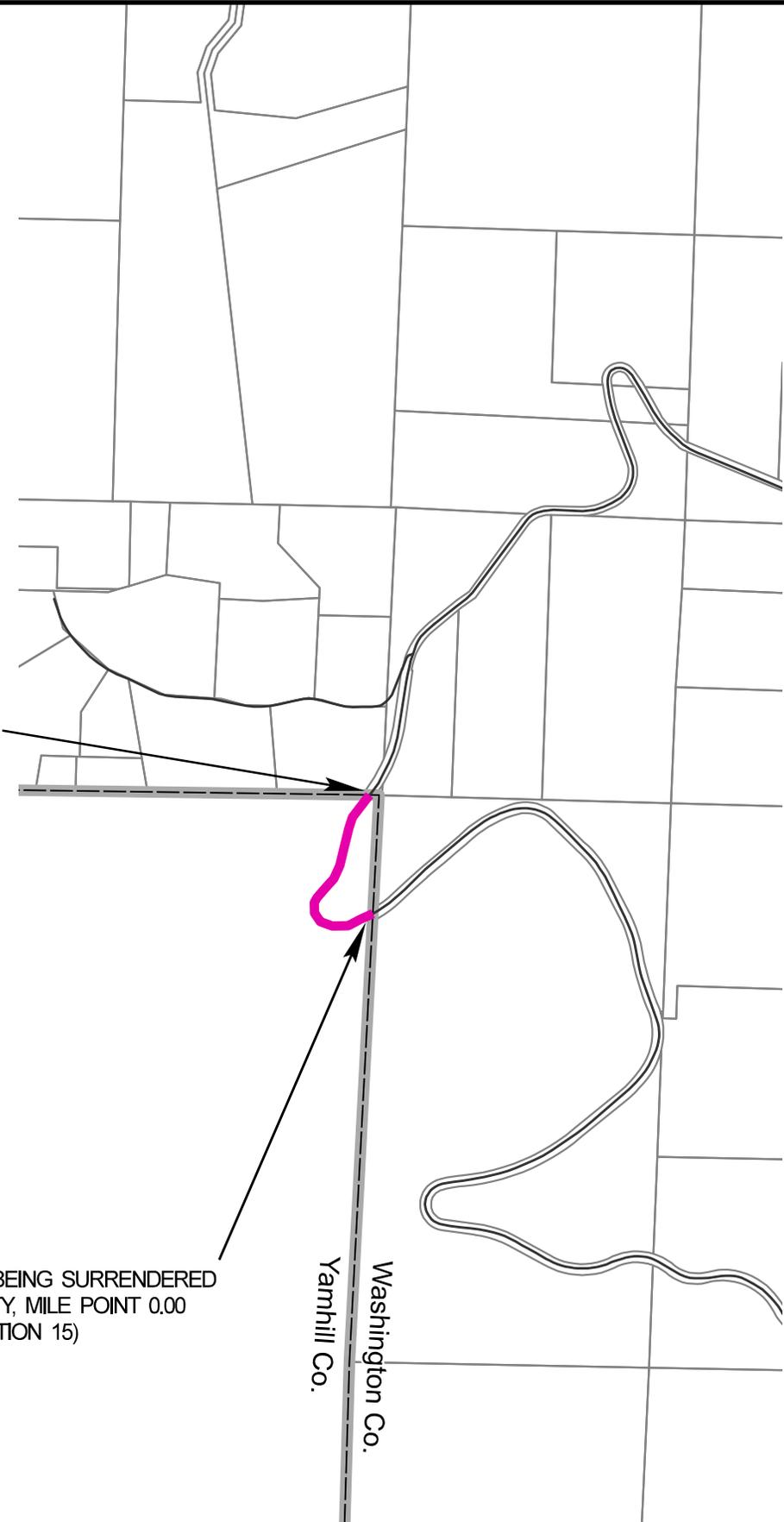
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B.O. 25-354

3/10/2025

**A PORTION OF HOLLY HILL ROAD  
SURRENDERED TO WASHINGTON  
COUNTY  
AGREEMENT ITEM 1.1.2**

LOCATED IN SECTION 15 OF T.2.S, R.3.W,  
YAMHILL COUNTY, OREGON



END PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 0.16

BEGIN PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 0.00  
(NE COR. SECTION 15)

Yamhill Co.

Washington Co.

**LEGEND**

-  SURRENDERED PORTION  
Total length 845 +/- LF
-  County Boundary Lines
-  Tax Lots



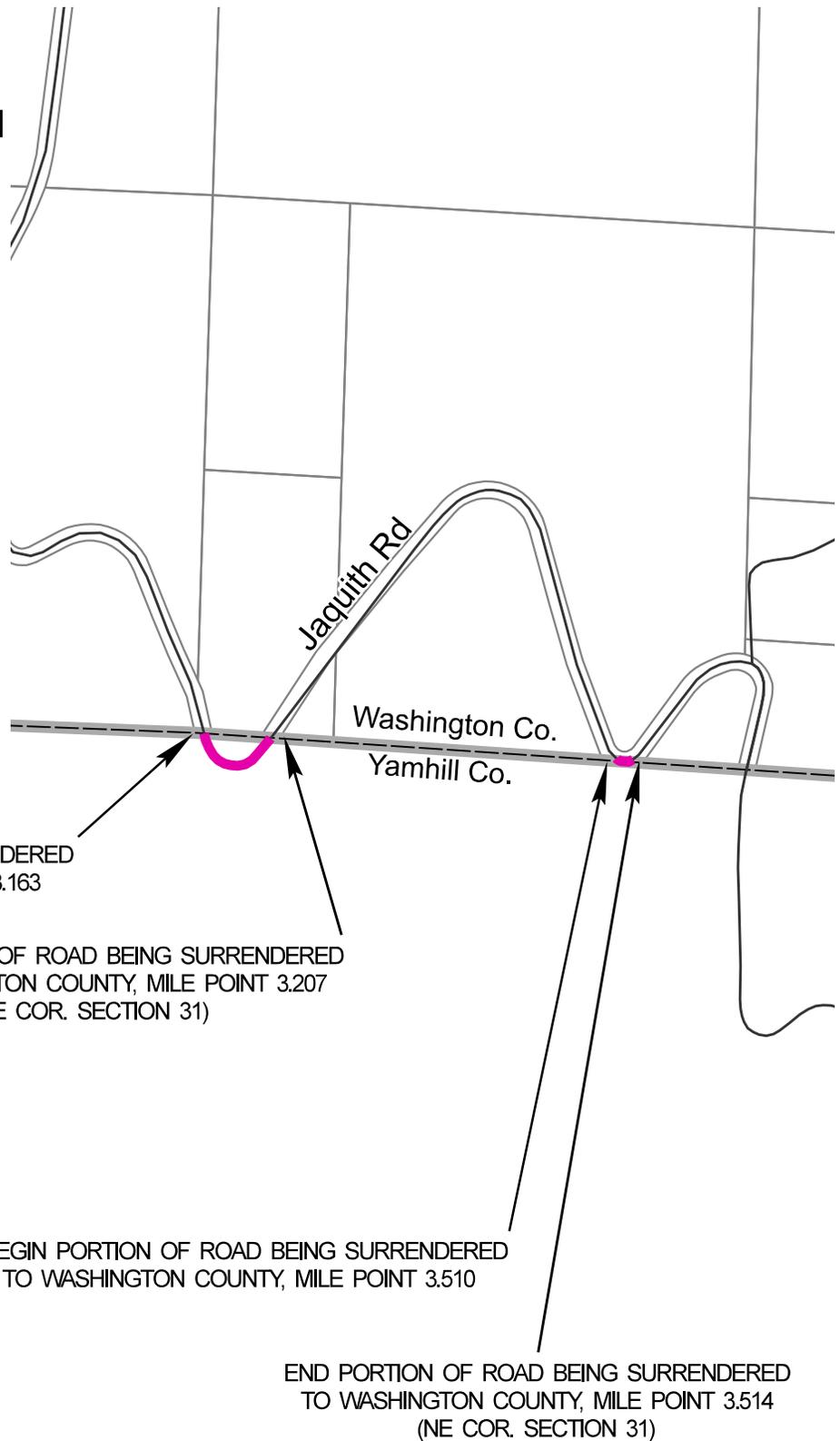
**EXHIBIT "B"**

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3/10/2025

**A PORTION OF JAQUITH ROAD  
SURRENDERED TO WASHINGTON  
COUNTY  
AGREEMENT ITEM 1.1.3**

LOCATED IN SECTION 31 OF T.2.S, R.2.W,  
YAMHILL COUNTY, OREGON



BEGIN PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 3.163

END PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 3.207  
(NE COR. SECTION 31)

BEGIN PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 3.510

END PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 3.514  
(NE COR. SECTION 31)

**LEGEND**

-  SURRENDERED PORTION  
Total length 317 +/- LF
-  County Boundary Lines
-  Tax Lots



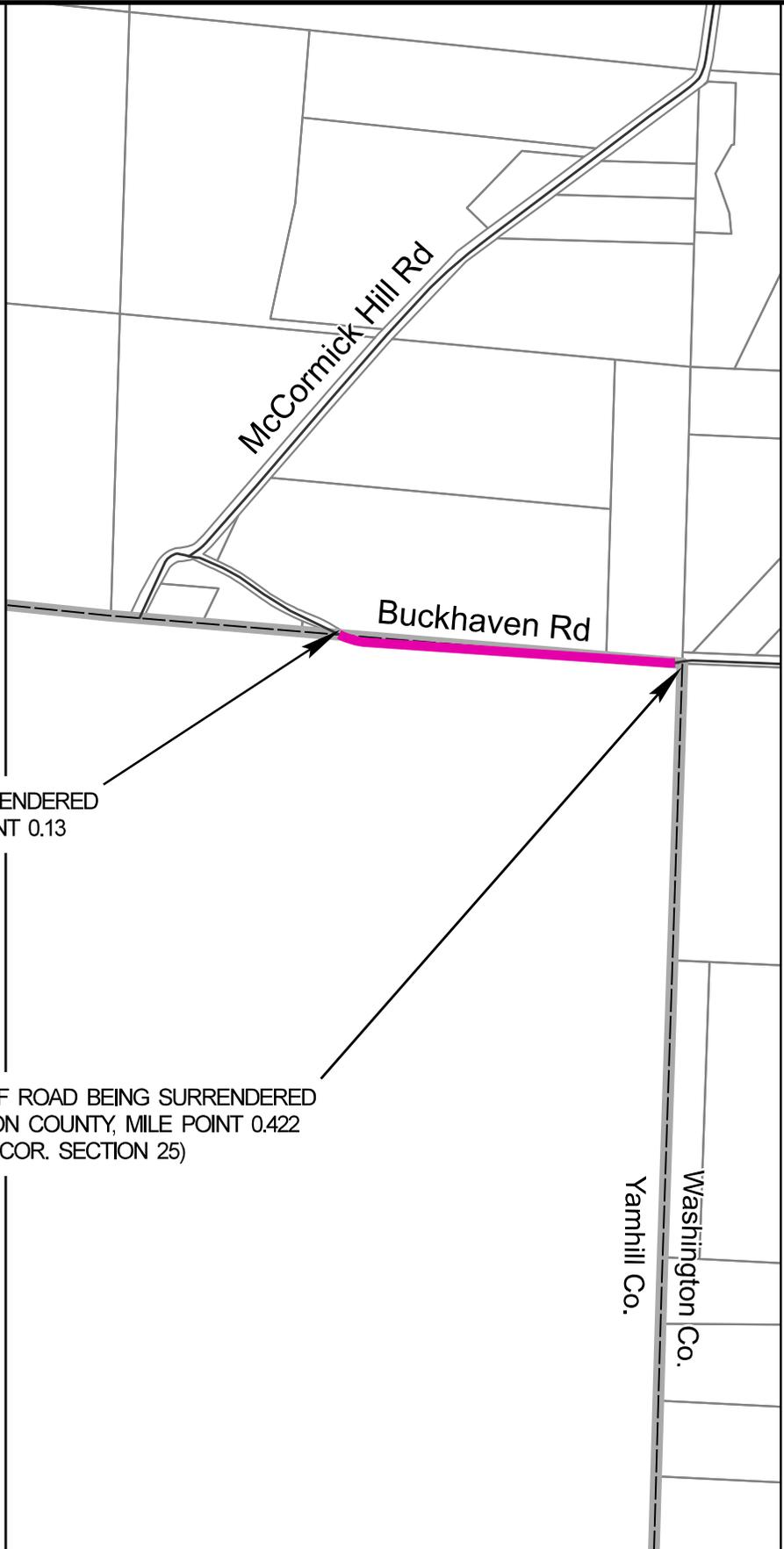
**EXHIBIT "C"**

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8/11/2025

A PORTION OF BUCKHAVENROAD  
SURRENDERED TO WASHINGTON  
COUNTY  
AGREEMENT ITEM 1.1.4

LOCATED IN SECTION 25 OF T.2.S, R.3.W,  
YAMHILL COUNTY, OREGON



BEGIN PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 0.13

END PORTION OF ROAD BEING SURRENDERED  
TO WASHINGTON COUNTY, MILE POINT 0.422  
(NE COR. SECTION 25)

Yamhill Co.  
Washington Co.

**LEGEND**

-  SURRENDERED PORTION  
Total length 1,531 +/- LF
-  County Boundary Lines
-  Tax Lots



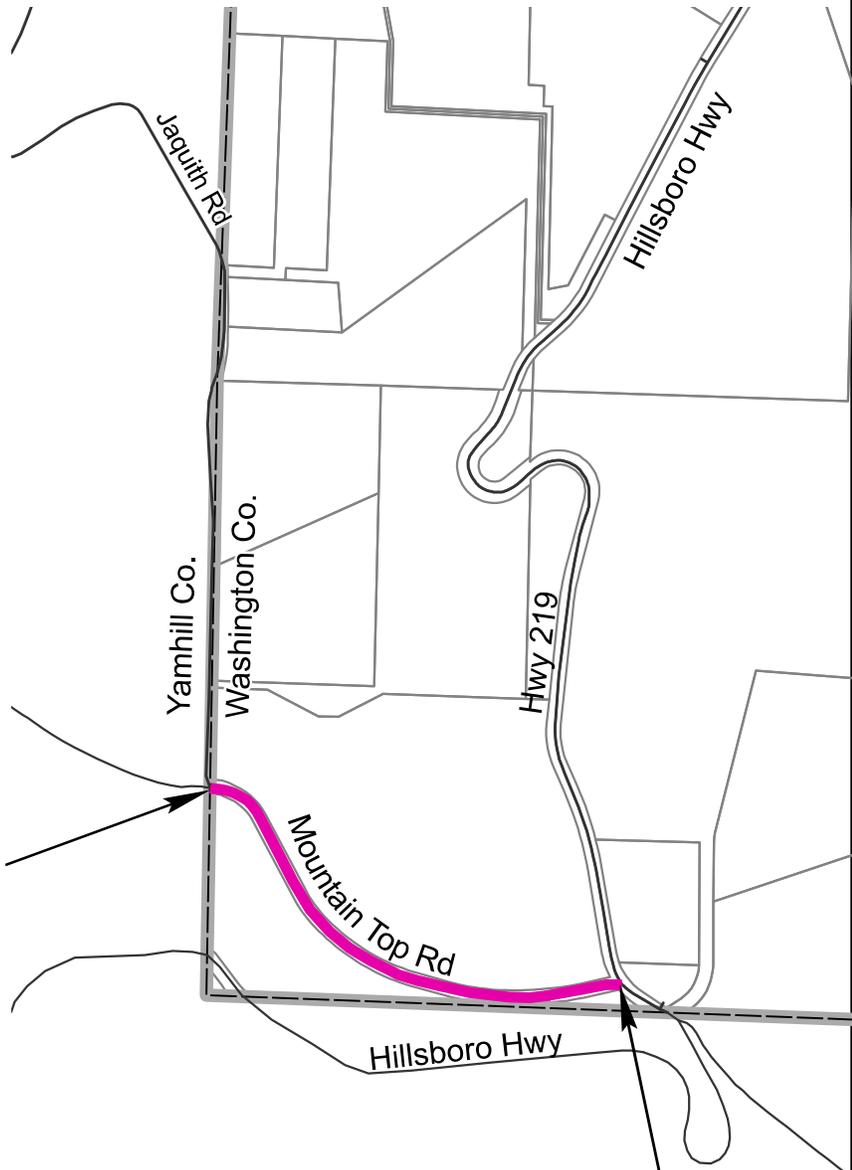
**EXHIBIT "D"**

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8/11/2025

A PORTION OF MOUNTAIN TOP ROAD  
 SURRENDERED TO YAMHILL  
 COUNTY  
 AGREEMENT ITEM 2.1.1

LOCATED IN SECTION 32 OF T.2.S, R.2.W,  
 WASHINGTON COUNTY, OREGON



END PORTION OF ROAD BEING SURRENDERED  
 TO YAMHILL COUNTY, MILE POINT 0.403

BEGIN PORTION OF ROAD BEING SURRENDERED  
 TO YAMHILL COUNTY, MILE POINT 0.00  
 (SW COR. SECTION 32)



**LEGEND**

-  SURRENDERED PORTION  
Total length 2,059 +/- LF
-  County Boundary Lines
-  Tax Lots



**EXHIBIT "E"**

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8/11/2025

**A PORTION OF JAQUITH ROAD  
SURRENDERED TO YAMHILL  
COUNTY  
AGREEMENT ITEM 2.1.2**

LOCATED IN SECTION 32 OF T.2.S, R.2.W,  
WASHINGTON COUNTY, OREGON

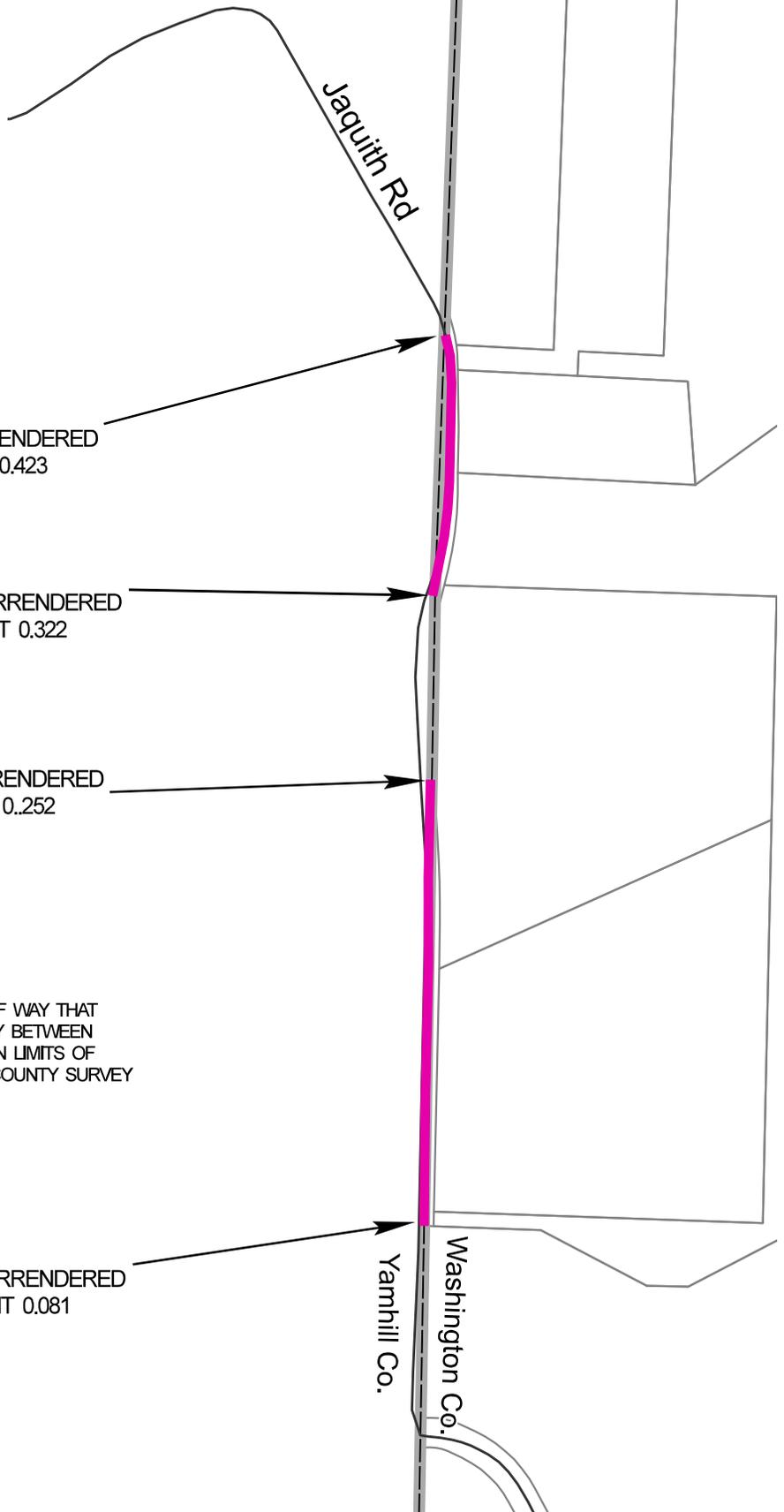
END PORTION OF ROAD BEING SURRENDERED  
TO YAMHILL COUNTY, MILE POINT 0.423

BEGIN PORTION OF ROAD BEING SURRENDERED  
TO YAMHILL COUNTY, MILE POINT 0.322  
(NW COR. SECTION 32)

END PORTION OF ROAD BEING SURRENDERED  
TO YAMHILL COUNTY, MILE POINT 0.252

ANY PORTION OF JAQUITH ROAD RIGHT OF WAY THAT  
ENCROACHES INTO WASHINGTON COUNTY BETWEEN  
MOUNTAIN TOP ROAD AND THE NORTHERN LIMITS OF  
ENCROACHMENTS SHOWN ON WASHINGTON COUNTY SURVEY  
22825

BEGIN PORTION OF ROAD BEING SURRENDERED  
TO YAMHILL COUNTY, MILE POINT 0.081  
(NW COR. SECTION 32)



**LEGEND**

-  SURRENDERED PORTION  
Total length 1,434 +/- LF
-  County Boundary Lines
-  Tax Lots



**EXHIBIT "F"**

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B.O. 25-354

8/11/2025