

**Intergovernmental Agreement**

This Intergovernmental Agreement ("Agreement") is made and entered by and between the Yamhill County, Oregon (Yamhill) and Polk County, Oregon ("Polk"), collectively hereinafter referred to as the "Parties."

**RECITALS**

**WHEREAS**, the purpose of this Agreement is to secure construction services for a county road rehabilitation project herein known as the Grand Ronde Road Rehabilitation Project ("Project").

**WHEREAS**, the Parties share the common goal of constructing and maintaining a safe and high-quality roadway that is Grand Ronde Road, Polk County Road Number 681, and Yamhill County Road Number 402 in the community of Grand Ronde; and

**WHEREAS**, Grand Ronde Road is part of the Polk County and Yamhill County road system and under the jurisdiction and control of Polk County and Yamhill County; and

**WHEREAS**, Grand Ronde Road is adjacent to the Grand Ronde Indian Reservation and Reservation lands are managed by the Tribe, and

**WHEREAS**, the Tribe manages the Tribal Transportation Program through a Tribal Transportation Program Agreement (A16AP00146) that allows the Tribe to perform road maintenance as authorized by 23 U.S.C. § 202 (a)(8)(A); and

**WHEREAS**, Grand Ronde Road is an official roadway within the Grand Ronde Road National Tribal Transportation Facilities Inventory identified as Bureau Indian Affairs Route Number 6801 and is approved for road construction funding under the Tribe's Transportation Improvement Program (TIP) identified as PCAS P0114101, and

**WHEREAS**, the Parties understand and agree that Grand Ronde Road needs rehabilitation, and

**WHEREAS**, the Tribe has funding approved to reconstruct Grand Ronde Road in the TIP, but lacks jurisdiction to manage, oversee, and complete the Project, and

**WHEREAS**, Polk County has jurisdiction over part of Grand Ronde Road terminating at the Polk County boundary line, and possesses human resources with the knowledge, experience, and expertise to perform all the necessary services associated with completing the Project; and

**WHEREAS**, Yamhill County has jurisdiction over part of Grand Ronde Road terminating at the Yamhill County boundary line, and possesses human resources with the knowledge, experience, and expertise to perform all the necessary services associated with completing the Project; and

**WHEREAS**, Polk County is the lead agency on the Project for the purpose of civil engineering design and construction, and Polk County will work with Yamhill County to perform all the necessary services associated with completing the Project; and

**WHEREAS**, this Agreement will formally outline the participation and responsibilities of the Parties in the Project.

**NOW, THEREFORE**, Yamhill and Polk hereby agree as follows:

**1. Tribe and County Roles and Responsibilities**

**1.1. Polk County's Roles and Responsibilities**

- 1.1.1. Prepare all bid documents necessary to solicit qualified construction contractors to perform construction services on Grand Ronde Road (the "Services").
- 1.1.2. Follow a competitive bidding process, which include sending requests for bids on the Services to a minimum of three (3) qualified construction contractors who possess the necessary licenses, resources, experience, and expertise to perform the necessary road construction services in Oregon.
- 1.1.3. Contract with a qualified contractor to perform the construction services needed for the Project. Follow all applicable laws, rules, regulations, and policies associated with construction on County roads.
- 1.1.4. Ensure that the Services satisfy the standards of care, skill, and diligence ordinarily exercised by contractors performing similar services in Oregon.
- 1.1.5. Keep the Tribe informed of the status of the Services.
- 1.1.6. Work with Yamhill County to ensure the completion of the Project.
- 1.1.7. Ensure the construction Services are completed no later than October 31, 2023.

**1.2. Yamhill County's Roles and Responsibilities**

- 1.2.1. The total project costs are estimated to be \$2,996,740.00. The required match from Yamhill County is 9.48% of the actual cost. A 9.48% share of the estimated cost, \$284,070.00, shall be due and payable no later than July 1, 2023. At project completion, the final total project cost will be summarized and any surplus funds in excess of 9.48% of the project cost will be returned; however, if the final costs exceed the original estimate, Yamhill County will be responsible for 9.48% of the excess costs.
- 1.2.2. Authorize all permits necessary work for the Grand Ronde Road Rehabilitation Project occurring on Yamhill County roads.

**2. Term and Termination**

- 2.1. This Agreement is effective on the date it is signed by authorized representatives of the Tribe and Polk County ("Effective Date").
- 2.2. The term of this Agreement begins on the Effective Date and continues until the Services are complete.
- 2.3. Polk County agrees to defend and indemnify Yamhill County, its officers and agents for any and all claims resulting from the engineering, design and construction of the improvements in Grand Ronde Road Rehabilitation Project described above when such claim arises from an incident on Yamhill County's road.

**3. General Provisions**

- 3.1. Any amendments to this Agreement will be in writing signed by the Parties.
- 3.2. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 3.3. Unless specifically stated otherwise in this Agreement, all notices, document transmittals, and other submittals to be provided under this Agreement will personally delivered or sent by first-class mail, postage prepaid, or by email to the following addresses:

If to Yamhill County:

Mark Lago  
Public Works Director  
Yamhill County Public Works  
2060 NE Lafayette Avenue  
McMinnville, OR 97128  
(503) 434-7515 Ext. 3602  
[lago@co.yamhill.or.us](mailto:lago@co.yamhill.or.us)

If to Polk County:

Todd Whitaker, PE  
Polk County Public Works  
820 SW Ash Street  
Dallas, OR 97338  
Phone: 503-623-9287  
Email: [whitaker.todd@co.polk.or.us](mailto:whitaker.todd@co.polk.or.us)

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**[SIGNATURE PAGE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

**Polk County**

**Yamhill County**

Jeremy Gordon BOC Chair  
Print Name, Title

Lindsay Berschauer  
Print Name, Title

  
Signature

  
Signature

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Date

4.27.23  
Date

Accepted by Yamhill County  
Board of Commissioners on  
4.27.23 by Board Order  
# BO. 23-163