

## INTERGOVERNMENTAL AGREEMENT BETWEEN DESCHUTES COUNTY AND THE CITY OF BEND

### YEOMAN ROAD JURISDICTIONAL TRANSFER

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the City of Bend, a municipal corporation of the state of Oregon (“City”) and Deschutes County, a political subdivision of the state of Oregon (“County”).

#### **RECITALS:**

- A. ORS 223.930 authorizes City to construct, improve, maintain and repair any street the roadway of which is along or along and partly without, or partly within and partly without the boundaries of the city.
- B. ORS 373.270 provides the procedure for cities and counties to transfer jurisdiction of county roads within cities.
- C. ORS 190.003 through 190.110 authorize City and County to enter into intergovernmental agreements for the performance of any or all functions which a party to the Agreement has the authority to perform. County has authority over county roads within its jurisdiction, and City has authority over roads within its jurisdiction, or for which the City has accepted jurisdiction from the County.
- D. County, by Order No. 2020-11, has initiated the process to surrender jurisdiction of a portion of Yeoman Road, described in Section 2 below and shown on the attached Exhibit A, that is currently outside the limits of the City, but is contiguous to other segments of Yeoman Road inside City limits and under the City’s jurisdiction.
- E. City and County entered into a joint management agreement (“JMA”), dated June 7, 2017, providing for transfer of jurisdiction of roads within the City’s 2016 expanded urban growth boundary when such roads were annexed into city limits. The JMA provided that annexation of roads and rights-of-way would be accepted by the City under the City’s annexation regulations, and annexed roads would be subject to jurisdictional transfer. The City’s annexation regulations, Bend Development Code Chapter 4.9, require identification of a funding mechanism to modernize of existing infrastructure, including transportation, to City standards and specifications. No such funding mechanism has been identified, and the portion of Yeoman Road described below, has not been annexed by the City under its annexation regulations.
- F. Nonetheless, the City has annexed adjoining portions of Yeoman Road, which are being improved to City standards and specifications. The City recognizes the public benefits of avoiding alternating jurisdiction and now agrees to accept maintenance and jurisdictional responsibility for the portion of Yeoman Road described in Section 2 below shown on the attached Exhibit A.

**NOW, THEREFORE**, the parties agree as follows:

- 1. Effective Date/Duration.** This Agreement is effective on the date on which both parties have signed the Agreement and shall be perpetual.
- 2. Transfer of Jurisdiction.** The City accepts the transfer of jurisdiction, offered by the County under ORS 373.270, with respect to the road segment described in exhibit A to County Order 2020-11 as segment 3 of Yeoman Road, from the west line of SE ¼ of SW ¼ of SE ¼ of Section 15 in T17S, R12E to Deschutes Market Road, and shown as Segment 3 on the attached Exhibit A (the “Transferred Portion of Yeoman Road”). From the effective date of this Agreement, the City shall have all responsibility under Oregon law for the maintenance and operation of the Transferred Portion of Yeoman Road.
- 3. Agency and Partnership.** Neither party is, by virtue of this Agreement, a partner or joint venturing with the other party and neither party shall have any obligation with respect to the other party’s debts or liabilities of whatever kind or nature.
- 4. Responsibility.** County shall be responsible for maintenance and operation and all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature arising out of any person’s use of the Transferred Portion of Yeoman prior to the effective date of this agreement. City shall be responsible for maintenance and operation and all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature arising out of any person’s use of the Transferred Portion of Yeoman on or after the effective date of this agreement, except to the extent such claims may result from, arise out of, or relate to the post-transfer activities of the County or its officers, employees, contractors, or agents regarding the Transferred Portion of Yeoman Road.
- 5. Indemnification**
  - 5.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents regarding the Transferred Portion of Yeoman Road before the effective date of this Agreement.
  - 5.2. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall defend, save, hold harmless and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents regarding the Transferred Portion of Yeoman Road after the effective date of this Agreement.
  - 5.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement.

**6. Incorporation of Recitals.** The recitals set forth above are incorporated into and made a part of this Agreement.

**7. Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**8. Entire Agreement.**

8.1. This Agreement constitutes the entire Agreement between the parties concerning this subject matter and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement.

8.2. This Agreement may not be modified or amended except by a writing signed by both parties.

Approved by the City Council of the City of Bend on: \_\_\_\_\_

CITY OF BEND

BOARD OF COUNTY  
COMMISSIONERS OF DESCHUTES  
COUNTY

DocuSigned by:

*Eric King*

409FF33EB4E64D3...

Eric King, City Manager

Date: 2/20/2025

Anthony DeBone, Chair

Date: \_\_\_\_\_

Patti Adair, Vice Chair

Date: \_\_\_\_\_

Phil Chang, Commissioner

Date: \_\_\_\_\_

Approved as to form:

DocuSigned by:

*Elizabeth Oshel*

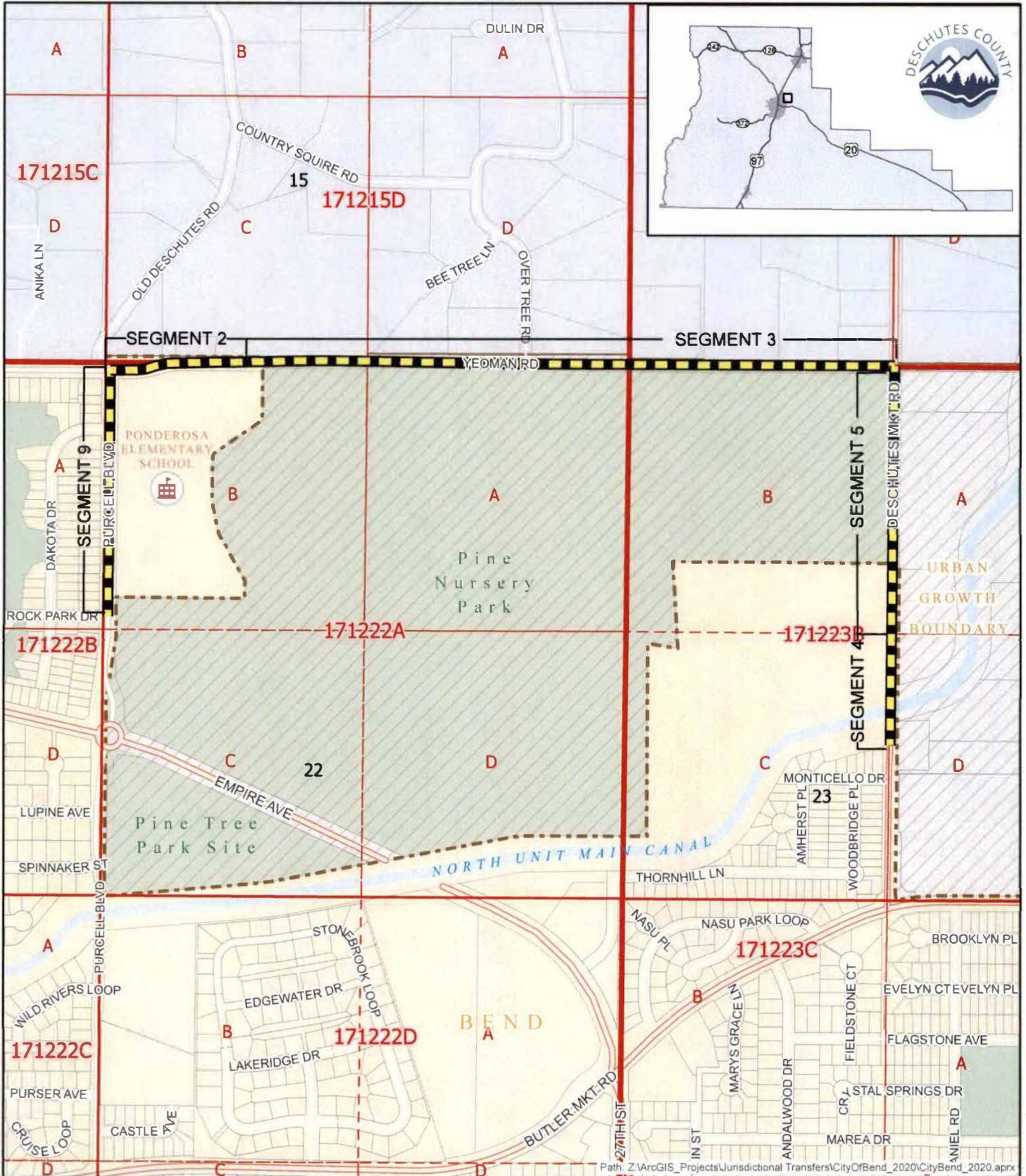
40706434244D4ED...

City Attorney's Office

Approved as to form:

County Counsel

# EXHIBIT A



**ROADS**

- Right of Way to be Transferred
- Arterial Road
- Collector Road
- Local Road

**BOUNDARIES**

- Urban Growth Boundary
- Bend City Limits
- Deschutes County Limits

## ROAD JURISDICTIONAL TRANSFER TO CITY OF BEND

NE PURCELL BLVD, YEOMAN RD, and DESCHUTES MARKET RD



JUNE 2020



The information on this map was derived from Deschutes County GIS data. Care was taken in the creation of this map but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional inaccuracies in the digital data or the underlying records. There are no warranties, express or implied including the warranty of merchantability or fitness for a particular purpose accompanying this product. Notification of any errors is appreciated.