



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 20, 2026

Department: Public Works

Title: Wheatland Ferry/Yamhill Co. IGA revision

Management Update/Work Session Date: 3/17/2026 Audio/Visual aids

Time Required: 5 minutes Contact: Scott Wilson Phone: 503-365-3129

Requested Action:
Approve the enclosed Intergovernmental Agreement (IGA) between Marion and Yamhill Counties specifying the cost sharing provisions between the counties for Marion County's operation and maintenance of the Wheatland Ferry.

Issue, Description & Background:
The current 2003 Wheatland Ferry IGA uses a 76% Marion County / 24% Yamhill County cost-sharing split with annual contribution caps for Yamhill County and no provisions for capital cost-sharing. Rising operating expenses now exceed those limits.
The proposed IGA would replace the 2003 agreement, eliminate annual caps, apply the 76%/24% population-based cost-sharing split to operations, maintenance, and capital improvements, add semi-annual coordination meetings, and implement biennial population-based adjustments.

Financial Impacts:
The new population-based model applies cost-sharing to all operating, maintenance, and capital expenses. Removing annual caps may increase Yamhill County's share in high-expense years, but provides a consistent and sustainable funding structure for ferry operations.

Impacts to Department & External Agencies:

- Ensures predictable, equitable cost distribution for long-term ferry operations.
- Supports improved coordination with Yamhill County through semi-annual meetings.
- Enhances planning for future capital improvements.

List of attachments:
Intergovernmental agreement

Presenter:
Scott Wilson

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2026.02.26 15:50:00 -08'00'

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Yamhill County, and Marion County, a political subdivision of the State of Oregon, both collectively referred to as Party or Parties.

RECITALS

WHEREAS, Yamhill County and Marion County are both units of local governments; and

WHEREAS, ORS 190.010 permits a unit of local government to enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that the agency has authority to perform.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the Parties as follows:

AGREEMENT

1. TERM. This Agreement shall become effective on July 1, 2026. The term of this Agreement is perpetual until terminated as provided in Section 10.
2. DOCUMENTS / ORDER OF PRECEDENCE. This Agreement consists of the following documents, each of which is attached and incorporated herein by reference:
 - A. This Agreement less exhibits
 - B. Exhibit A – Wheatland Ferry Billing
3. CONSIDERATION. Parties shall share the net Costs of Operation, maintenance, and improvement projects of the ferry on a percentage of population basis. The percentage of total population between Marion County and Yamhill County is 76% and 24%, respectively.
 - A. Marion County shall report on Costs of Operations and maintenance, repairs, and capital improvements to Yamhill County monthly, (“Monthly Expenses,”) and as detailed in Exhibit A.
 - i. Cost of Operations include, but are not limited to: insurance, legal costs, settlements, judgements, and any other liability.
 - ii. If the monthly revenues do not exceed Monthly Expenses, Yamhill County shall reimburse Marion County for the outstanding balance in an amount equal to Yamhill County’s current population percentage.
 - iii. If monthly revenues exceed Monthly Expenses, Marion County shall credit Yamhill County for the excess revenue in an amount equal to Yamhill County’s current population percentage. This credit balance shall be carried forward to offset balances due to future billing cycles.

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4. SERVICES. In consideration of the mutual obligations and benefits herein set forth, the Parties agree as follows:
 - A. Parties shall jointly own the Wheatland Ferry boat.
 - B. Marion County shall be responsible for the management and operation of the ferry as follows:
 - i. The hours of operation shall be as agreed upon by the Parties. However, the ferry shall not operate for more than 16 hours in any single day unless the county road officials of each Party agree in writing.
 - ii. Marion County personnel policies, collective bargaining agreements, and all applicable federal regulations shall govern ferry operators and ferry operations.
 - iii. When the ferry is not in operation for any reason, compensation for ferry operators shall be the sole responsibility and expense of Marion County.
 - iv. Ferry operators shall have routine physical examinations as required by federal regulations. The cost of the physical examinations shall be included in the cost to operate the ferry.
 - C. Each Party shall be responsible for maintenance of the accesses, approaches, and ferry landings on each Party's respective side of the Willamette River.
 - D. Marion County shall determine the appropriate amount and category of all tolls for using the ferry. Marion County shall set the tolls to offset the expected expenses of the ferry on a periodic basis. Marion County shall inform Yamhill County of any changes to the tolls at least 30 days prior to the effective date.
 - E. Representatives for each Party shall meet semi-annually to discuss service levels, operations and maintenance costs, and capital improvement projects for budget projections.
 - F. The population percentage shall be reviewed every two years, no later than January 30 of even numbered years. Adjustments shall be made and adjusted accordingly and implemented on July 1 of the same calendar year.
5. INDEPENDENT CONTRACTOR. Parties are independent contractors and not employees of or agents of each other. Neither Party shall be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the other Party.

6. REPRESENTATIONS AND WARRANTIES.

A. Yamhill County Representations and Warranties. Yamhill County represents and warrants to Marion County that:

- i. Yamhill County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon.
- ii. Yamhill County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130.
- iii. The making and performance by Yamhill County of this Agreement: (a) has been duly authorized by all necessary action of the Yamhill County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any Yamhill County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Yamhill County is Party or by which Yamhill County may be bound or affected.
- iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Yamhill County of this Agreement, other than those that have already been obtained.
- v. This Agreement has been duly executed and delivered by Yamhill County and constitutes a legal, valid and binding obligation of Yamhill County enforceable in accordance with its terms.

B. Marion County Representations and Warranties. Marion County represents and warrants to Yamhill County that:

- i. Marion County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon.
- ii. Marion County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130.
- iii. The making and performance by Marion County of this Agreement: (a) has been duly authorized by all necessary action of Marion County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any Marion County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Marion County is party or by which County may be bound or affected.
- iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Marion County of this Agreement, other than those that have already been obtained.

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- v. This Agreement has been duly executed and delivered by Marion County and constitutes a legal, valid, and binding obligation of Marion County enforceable in accordance with its terms.
7. AMENDMENT. This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either Party unless in writing and signed by both Parties.
8. COMPLIANCE WITH LAWS. Each Party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
9. INDEMNIFICATION. Each Party shall indemnify, defend, save, and hold harmless the other Party and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the Party, its officers, agents, or employees performing under this Agreement.
10. INSURANCE.
 - A. Workers Compensation. To the extent applicable, each Party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
 - B. General Liability. To the extent applicable, each Party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
11. TERMINATION.
 - A. Termination for Convenience. After July 1, 2026, either Party may terminate this Agreement effective July 1, 2027, or July 1 of any year thereafter by providing written notice of termination to the other Party before December 31 in the year prior to termination. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
 - B. Termination for Cause. It is further agreed that either Party may immediately terminate this Agreement without liability or penalty for any of the following causes:
 - i. Either Party breaches any of the provisions of this Agreement.
 - ii. A Party no longer holds all licenses or certificates that are required to perform the services required under this Agreement.

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- iii. A Party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either Party to perform in accordance with the provisions of this Agreement; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services required under this Agreement are prohibited, or either Party is prohibited from paying for such services from the planned funding source.
12. FORCE MAJEURE. Neither Party shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of either Party. Both Parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
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.
14. GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between Yamhill County (and/or any other agency or department of Yamhill County) and Marion County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Parties hereby consent to the *in personam* jurisdiction of said courts. Each Party shall be responsible for the Party's attorney fees, costs and disbursements at all times including appeals.
15. RECORDS. 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 agree that each Party, the Oregon Secretary of State's Office, the Federal Government 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.
16. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

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Yamhill County:
Public Works Department
ATTN: Mark A. Lago
535 NE 5th Street
McMinnville, Oregon 97128
lagom@yamhillcounty.gov

Marion County:
Public Works Department
ATTN: Scott Wilson
5155 Silverton Rd. N.E.
Salem, Oregon 97305
swwilson@co.marion.or.us
pwap@co.marion.or.us

17. 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.
18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions 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.
19. 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.
20. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
21. SURVIVAL. All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN 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 FOR 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. THE PARTIES, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

MARION COUNTY

YAMHILL COUNTY

SEE ATTACHED SIGNATURE PAGE

Signature

Chair, KIT JOHNSTON

Name (printed)

Commissioner, MARY STARRETT

Title

Commissioner, BUBBA KING

Date

Date

APPROVED AS TO FORM

By: _____
[COUNTY COUNSEL NAME & TITLE]

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**SIGNATURE PAGE FOR
YAMHILL COUNTY INTERGOVERNMENTAL AGREEMENT FOR OWNERSHIP
AND OPERATION OF THE WHEATLAND FERRY - PW-6867-26
between
MARION COUNTY and YAMHILL COUNTY**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  _____
Marion County Contracts & Procurement 05/06/2026
Date

